

NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE

DBS BOARD POLICY NO. 7

SUBJECT: Failure to Pay Amounts Invoiced When and As Due -- Effect on Membership and Affiliate Status

I. Purpose

To set forth NRTC's policy regarding the failure of any Member or Affiliate (both referred to as "Member") to pay invoices when and as due.

II. Policy

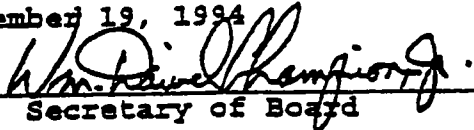
NRTC routinely invoices its Members for services and products provided including, for example, programming, marketing, support services and equipment.

It is the policy of NRTC that each invoice must be paid pursuant to its payment terms. Failure of any Member to pay an invoice, when and as due, will result in such Member being not in "good standing" pursuant to, and as set forth in, NRTC's bylaws.

Furthermore, it is the policy of NRTC that each Member has a material obligation and affirmative duty to remain in good standing under NRTC's bylaws in order to continue to receive the benefits and services of affiliation and/or membership with NRTC.

III. This Policy supersedes and cancels all policies in conflict herewith

Date Adopted: December 19, 1994


Secretary of Board

NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE

DBS BOARD POLICY NO. 8

SUBJECT: NRTC/DIRECTV Joint Promotions

I. Purpose

To set forth NRTC's policy regarding NRTC/DIRECTV Joint Promotions and its effect on NRTC Members and Affiliates who are DBS Participants ("Members").

II. Policy

In the spirit of cooperation with our partner, DIRECTV, the Board wants to ensure that the planning and implementation of nation-wide joint promotions and marketing efforts are as effective and uniform as possible.

In order to accomplish this, it is NRTC's policy that all Members need to cooperate on certain joint promotions, to be determined on a case-by-case basis by the Board, in order to ensure uniformity and conformity throughout the United States. It is the judgment of the Board that failure to do so could cause consumer confusion and even misleading advertising claims.

Participation by all Members in such joint promotions may require them to make special offers, follow-up on sales leads, award incentive pricing, waive certain programming-related fees and participate in other promotional considerations.

Each Member has already agreed to fulfill the following role pursuant to the NRTC/Member Agreement For Marketing And Distribution of DBS Services (the "Marketing Agreement").

Member shall, at its own expense, (i) use best efforts to promote, market and sell DBS Services to Committed Member Residences; (ii) participate in NRTC-sponsored promotional and advertising campaigns and cooperate with NRTC in marketing tests and research, as reasonably requested by NRTC; (iii) respond promptly to all inquiries about DBS Services; and (iv) use print, electronic and other media to promote the sale of DBS Services to the extent commercially practical.

This policy reinforces that already existing and ongoing obligation.

To expedite the development and implementation of national program and equipment sales promotions, the NRTC staff are authorized by this policy to do such things, and take such actions, as deemed necessary and appropriate by NRTC staff, to assure that all Members benefit, to the greatest extent reasonably possible, from all such joint promotions.

This policy recognizes the potential economic impact of joint promotions and recognizes that the timing of giving notice to Members is important to ensure appropriate preparation and planning for such joint promotions. This policy further recognizes that joint promotions need to have the support and participation of all Members throughout the United States if they are to be effective as possible.

When such promotions have a material impact on Members' costs and revenues, the staff will review the planned promotion with the NRTC Executive Committee for concurrence before implementation.

III. This Policy supersedes and cancels all policies in conflict herewith.

Date Adopted:



Secretary of Board

**NATIONAL RURAL TELECOMMUNICATIONS
COOPERATIVE
HERNDON, VA**

DBS BOARD POLICY NO. 9

**SUBJECT: Marketing Agreement – Qualification Requirements and Termination
for Non-compliance**

I. PURPOSE.

This policy is being adopted by the Board pursuant to the provisions of Section 1, Article IV, of the bylaws of the Association, § 29-1104 of the District of Columbia Cooperative Association Act, and paragraph 7(d) of the standard form of "NRTC/Member Agreement for Marketing and Distribution of DBS Services" (the "Marketing Agreement") in order to further the specified purposes of the Association, in particular with respect to administration of Marketing Agreements. It has previously been an unwritten policy of the Association to only permit participation in Marketing Agreements by those who are Members or Associates¹ of the Association ("DBS Participants"). It is now deemed appropriate to formalize this policy and to address the treatment of any DBS Participant who ceases being such a Member or Associate due to voluntary withdrawal, termination for cause or otherwise (because the provision of DBS services to persons or entities which are not Members or Associates may constitute *ultra vires* activities of the Association).

II. POLICY.

- A. A DBS Participant must be either a Member or Associate of NRTC at all times it holds any interest in a Marketing Agreement.
- B. If DBS Participant ceases to be a Member or Associate of NRTC for any reason whatsoever other than in conjunction with a transfer of its Marketing Agreement to another Member or Associate (whether due to voluntary withdrawal from the Association, termination for cause or otherwise), then:
 - 1. Termination of DBS Services: all rights, title and interest of the DBS Participant with respect to the Marketing Agreement shall terminate and revert to the Association which shall be entitled to immediately cease delivery of DBS Services to or for such DBS Participant's account; and
 - 2. Forfeiture of Accrued Unpaid Patronage: all accrued and unpaid patronage of the DBS Participant shall be forfeited at NRTC's discretion, to the extent allowed by law.
- C. The Association and the DBS Participant shall be entitled to deal with and use any of the Subscriber information under the Marketing Agreement free and clear

¹As used in this DBS Policy, the term "Associates" has the same meaning as "Affiliates."

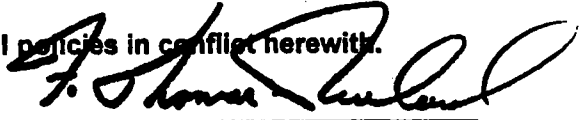
of any claim of interference with or misappropriation of proprietary interests; provided, however, in no event shall either party use subscriber information in conflict with its obligations or the other party's rights under the Marketing Agreement.

D. The Chief Executive Officer of NRTC is hereby delegated the authority to implement the foregoing policies and to approve waivers or variances and to resolve any conflicts associated with its interpretation or implementation.

III. This policy supersedes and cancels all policies in conflict herewith.

Date Adopted: March 4, 1998

X:



Secretary of the Board

**NATIONAL RURAL TELECOMMUNICATIONS
COOPERATIVE
HERNDON, VA**

DBS BOARD POLICY NO. 10

**SUBJECT: Conflicts of Interest -- Avoidance As Condition For Continued
Member/Associate Status**

I. PURPOSE.

This policy is being adopted by the Board pursuant to the provisions of Section 1, Article IV, of the bylaws of the Association, § 29-1104 of the District of Columbia Cooperative Association Act, and paragraph 7(d) of the standard form of "NRTC/Member Agreement for Marketing and Distribution of DBS Services" (the "Marketing Agreement") in order to further the specified purposes of the Association, in particular with respect to administration of existing Marketing Agreements for the benefit of its Members. It has previously been an unwritten policy of the Association to only permit participation in Marketing Agreements by those who are Members or Associates¹ of the Association ("DBS Participants") and who do not compete with the Association in supplying DBS Services or similar services to Committed Member Residences ("CMRs"). It is now deemed appropriate to formalize this policy and to address the treatment of any DBS Participant who engages or seeks to engage in providing DBS Services or similar services to CMRs in competition with the same type of service available through the Association, which the Board believes would create an unacceptable conflict of interest and is deemed detrimental to the best interests of the Association and its Members as a whole.

II. POLICY.

- A. No person or entity which supplies DBS Services or similar services, or any of their related affiliates, successors and assigns shall be eligible for participation as a Member or Associate of the Association.
- B. The Chief Executive Officer of NRTC is hereby delegated the authority to implement the foregoing policy and to resolve any conflicts associated with its interpretation or implementation.

III. This policy supersedes and cancels all policies in conflict herewith.

Date Adopted: March 4, 1998

X:



Secretary of the Board

¹As used in this DBS Policy, the term "Associates" has the same meaning as "Affiliates."

NRTC/Committed Member Marketing Agreement

A. Member Marketing Agreement Overview

NRTC and DirecTv have agreed to the major terms of a Joint Marketing Agreement (JMA) which will coordinate marketing efforts between both parties. NRTC has developed this Member Marketing Agreement (MMA) in order to enable Committed Members to participate in certain NRTC benefits under the JMA.

- 1.0 NRTC believes that it is in the best interest of all participants in the NRTC DBS program (hereinafter referred to as "Committed Members") to participate in the MMA. Participation in the MMA, however, is optional.*
- 2.0 All Committed Members wishing to purchase reduced priced *cable homes* in RSA county or MSA zip code areas must participate in the MMA. (Note: cabled homes are only available in RSA/MSA areas purchased by the Committed Member).
- 3.0 Those Committed Members wishing to take advantage of the increased commission structure must participate in the MMA.
- 4.0 NRTC has agreed that at least 90 percent of all Committed Member Residences in all purchased territories must be represented by Committed Members participating in the MMA. If the 90 percent level is not attained, DirecTv has the option to terminate the JMA, and NRTC shall have the right to terminate this MMA. The termination of the JMA or the MMA will not affect any right to serve the cabled Committed Member Residences purchased by Committed Member.

B. Increased Commissions

- 1.0 The 4% DirecTv commission payable under Exhibit D of the NRTC/Member Agreement for Marketing and Distribution of DBS Services (DBS Member Agreement) shall be hereby modified and increased to 5% in consideration of Committed Member participating in this MMA.
- 2.0 For participating in the MMA, and after execution of a separate DirecTv Sales Agent Agreement, Committed Member will also receive an additional two (2) percent commission on DirecTv programming which the Committed Member *sells* to Committed Member Residences within its territory.
- 3.0 For participating in the MMA, Committed Member shall have the right, at the discretion of DirecTv, to become a non-national sales Agent for DirecTv outside of its purchased territories upon the Committed Member's completion of a separate DirecTv Sales Agent Agreement.

C. National Packaging and Pricing, Agent Commissions

- 1.0 As provided for in the DBS Member Agreement, the Committed Member is the exclusive distributor of the 20 channels of programming (hereinafter referred to as "Best of Cable") within the Committed Member territory. Committed Member agrees that sales of the "Best of Cable" programming services included in a national package may be made on behalf of Committed Member by certain sales Agents.
- 2.0 Sales made by national DSS (Digital Satellite System) hardware retailers, (hereinafter referred to as "national Agents"), will be treated differently than sales made by non-national entities such as satellite dealers or satellite hardware distributors (hereinafter referred to as "non-national Agents").
 - (a) Committed Member will set the "Best of Cable" pricing in its purchased territory. All non-national Agents shall, as a distribution agent of the Committed Member, sell "Best of Cable" at the price set by the Committed Member for sales to subscribers residing within the Committed Member territory.

* Exhibit D-1 must be executed by any Committed Member exercising the options available under Exhibits C-6 through C-9 of the DBS Member Agreement.

NRTC/Committed Member Marketing Agreement
Page 2

(b) Committed Member may, in its sole discretion, package and price "Best of Cable" programming within its purchased territory, provided, however, that if a national sales Agent sells a "Best of Cable" package to a Committed Member Residence, the Committed Member will honor such sale in terms of price and packaging. The Committed Member will not raise rates to an individual customer for the twelve month period after the initial sale made by a national Agent. Should the national price on the "Best of Cable" be set at an amount less than 85 percent of the local price charged by the Committed Member for such programming within the Committed Member purchased territory, then NRTC will pay the Committed Member the difference between the national price and 85 percent of such local price. This reimbursement shall apply only to those sales made by a national Agent.

3.0 Committed Member will pay authorized Agents a one-time commission for annual subscriptions to "Best of Cable" made on the Committed Member's behalf within its purchased territory. Such commission will not exceed ten (10) percent of the annual purchase price. Commissions will be paid monthly for monthly sales, up to a twelve month period. Commissions need not be paid by Committed Members for renewals.

D. Sales Agents

1.0 Committed Member will, at its option, assist NRTC in identifying potential sales Agents within its territory and notify NRTC of any such prospective Agents by August 29, 1993. It is understood that DirecTv will authorize such local Agents in its sole discretion. Committed Member will, at its option, monitor local Agent's performance to assure that quality and performance standards are met. DirecTv may, in its sole discretion with input from NRTC, suspend or terminate an Agent's authorization to sell DirecTv products and service. Causes for suspension or termination may include:

- (a) involvement in piracy of any service;
- (b) default on any contract;
- (c) non-payment;
- (d) marketing approaches which allow DirecTv's local market penetration to fall below 90 percent of the DSS customer base;
- (e) non-adherence to DirecTv policies applicable to all sales Agents;
- (f) for just cause.

2.0 NRTC will provide the Committed Member with a complete listing of authorized DirecTv Agents working in its territory which will be updated quarterly.

3.0 It is understood that DirecTv will actively encourage all non-national Agents within the Committed Member's territory to identify to the consumer, at the point-of-sale, the Committed Member's association with that territory.

E. Committed Members

1.0 Committed Member must sign and adhere to the DirecTv brand name and logo usage guidelines (attached hereto as Attachment A). The Final Guidelines will be substantially similar to the Interim Guidelines and may be reasonably amended from time to time by DirecTv as necessary to protect DirecTv's proprietary and other interests in such brand name and logo.

2.0 Committed Member will aggressively promote DirecTv programming services within its territory.

3.0 Committed Member will keep a distinct file of its local marketing materials which shall be available for review by NRTC and DirecTv. Committed Member further agrees to provide copies of all marketing materials using the DirecTv name requested by DirecTv within 30 days of the request.

4.0 NRTC agrees to provide to Committed Members the names of customers of the DirecTv services in the Committed Members' purchased territory in order to facilitate sales of "Best of Cable" service to non-subscribers of "Best of Cable." Committed Member agrees to limit the number of telephone sales contacts to non-subscribers to one per quarter. All leads shall be forwarded on a timely basis. NRTC shall treat all such information as confidential and proprietary.

NRTC/Committed Member Marketing Agreement
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- 5.0 Committed Member agrees to provide NRTC with updated "Best of Cable" only customer names, addresses and phone numbers on a timely basis for sales upgrade purposes. NRTC agrees to limit the number of DirecTv telephone sales contacts to non-subscribers to one per quarter. All leads shall be forwarded on a timely basis. NRTC and DirecTv shall treat all such information as confidential and proprietary.
- 6.0 Committed Member agrees to use its reasonable best efforts to install a phone link to the Digital Satellite System (DSS) equipment.
- 7.0 This Exhibit when fully executed by the parties will be incorporated into and become part of the DBS Member Agreement and shall have a term for a period from execution to December 31, 1995.

Accepted this _____ day of _____, 1993 by:

_____	_____
NRTC	Mid Century Telephone Cooperative
_____	Committed Member
_____	<i>Clyde Eskridge</i>
Signature	Signature
_____	Clyde E. Eskridge
Printed Name	Printed Name
_____	Manager
Title	Title

Member Marketing Agreement
Attachment A

GUIDELINES FOR USAGE OF DirecTv™ and DSS™

The following are interim guidelines for proper usage of DirecTv and DSS brand names. The NRTC and its member/affiliates will be required to adhere to formal guidelines in the forthcoming "DirecTv/DSS Usage Guideline Handbook". The usage handbook will be available prior to start of service.

- 1) DirecTv is a registered trademark of Hughes Communications, Inc. and GM Hughes Electronics. The trademark symbol must always be used with the name. With editorial copy in a continuous document, it is acceptable to use the trademark symbol only with the first usage in the document. However, the trademark symbol must always be used with the official logo font.

- 2) When describing DirecTv, it should be made clear that DirecTv is a high power direct broadcast satellite (DBS) program distribution service. It should also be clearly established that DirecTv is part of Hughes Communications, Inc. Examples include:

"DirecTv, Hughes Communications' high power direct broadcast satellite service..."

"Hughes Communications' DirecTv high power direct broadcast satellite service..."

DirecTv is not a thing or a technology. When referring to the technical capabilities of Hughes Communications' DirecTv DBS system, please make reference to "the DirecTv system..." or "the technical capabilities of the DirecTv system enable..."

- 3) When describing DirecTv, it should be made clear that DirecTv will distribute more than 150 channels of entertainment and informational programming, including pay-per-view movies, sports, education, specialty programming, and at least 20 channels of the leading names in cable television programming.
- 4) The DirecTv logo should always carry the legal line "Registered trademark, Hughes Communications, Inc. A unit of GM Hughes Electronics".
- 5) The home receiving system for DirecTv programming is officially called the Digital Satellite System™ or DSS™. Both names are registered trademarks of Hughes Communications, Inc. and GM Hughes Electronics. The trademark symbol should always be used with the names.

A proper description of the DSS system is as follows:

The RCA-brand DSS consists of an 18 inch dish, integrated receiver/decoder, and remote control unit. DSS equipment is capable of receiving any programming signals distributed through the DirecTv DBS satellites located at 101 degrees West longitude.

The DSS logo should be included in advertising and promotional material. When the logo is used, the promotional piece should carry the following legal line:

DSS is a registered trademark of Hughes Communications, Inc., a unit of GM Hughes Electronics.

- 6) Prior to a formal licensing agreement being signed by the NRTC and its affiliate members, the NRTC member/affiliate should refer to the project as "The NRTC DBS project" or the "NRTC/Hughes DirecTv project". The project should not be called the "NRTC DirecTv Project".
- 7) Obviously, these guidelines do not take into account all possible uses and applications. In order to ensure adherence and proper usage of the DirecTv and DSS trademarks, all promotional, publicity, and advertising materials that utilize said logos or references will be submitted to either Tom Bracken or Linda Brill at DirecTv for review and approval prior to actual usage. We will make every effort to meet any deadlines or time constraints.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*NRTC
2201 Cooperative Way
Suite 400
Herndon
VA. 2271*

4a. Article Number

2208847862

4b. Service Type

- Registered
- Certified
- Express Mail
- Insured
- COD
- Return Receipt for Merchandise

7. Date of Delivery

01/24/94

5. Signature (Addressee)

6. Signature (Agent)

ADW #98

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

PS Form 3811, December 1991

U.S. GPO: 1998-352-714

DOMESTIC RETURN RECEIPT

UNITED STATES POSTAL SERVICE



DULLES P&D 42118 08/29/94

Official Business

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



Print your name, address and ZIP Code here

X Mid Century Tele
PO Box 479
CANTON
01320

CSATT 0191

AUG 04 '94 14:13 NRTC

P.2



Exclusively for NRTC DBS participants

August 4, 1994

ROUTE INFORMATION TO:

MARKETING

Urgent Reminder About Enhanced Marketing Program (EMP)

You must submit a signed photocopied version of your EMP to NRTC, along with the signed original, in order to have a copy of the EMP returned to you after we have executed both copies.

NRTC will keep the original and return the signed duplicate for you to retain for your records. *Also, please remember that we need original signatures on both copies of the EMP, so copy the document before you sign it.*

Please contact Michelle Barnes at (703) 787-0874 if you have any questions.

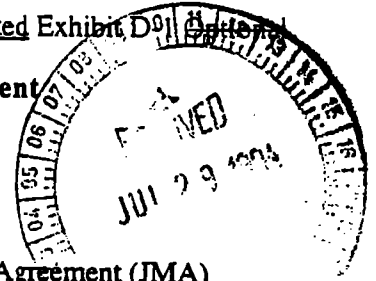
Handwritten notes and scribbles:

9076

TVRO - 2 - 1088

EXPRESS

NRTC/Committed Member Marketing Agreement



A. Member Marketing Agreement Overview

NRTC and DIRECTV have agreed to the major terms of a Joint Marketing Agreement (JMA) which will coordinate marketing efforts between both parties. NRTC has developed this Member Marketing Agreement (MMA) in order to enable Committed Members to participate in certain NRTC benefits under the JMA. It is necessary to restate this MMA to conform to the new arrangement with DIRECTV as reflected in the Amendment to NRTC/Member Agreement for Marketing and Distribution of DBS Services ("Amended Agreement").

- 1.0 NRTC believes that it is in the best interest of all participants in the NRTC DBS program (hereinafter referred to as "Committed Members") to participate in the MMA. ~~Participation in the MMA, however, is optional. (No longer applicable, time period to select this option has expired)~~
- 2.0. ~~All Committed Members wishing to purchase reduced priced cable homes in RSA county or MSA zip code area must participate in the MMA. (Note: cabled homes are only available in RSA/MSA areas purchased by the Committed Member). (No longer applicable)~~
- 3.0 ~~Those Committed Members wishing to take advantage of the increased commission must participate in the MMA. (No longer applicable; you now receive 95% of all revenues except for non-select services)~~
- 4.0 ~~NRTC has agreed that at least 90 percent of all Committed Member Residences in all purchased territories must be represented by Committed Members participating in the MMA. If the 90 percent level is not attained, DIRECTV has the option to terminate the JMA, and NRTC shall have the right to terminate this MMA. The termination of the JMA or the MMA will not affect any right to serve the cabled Committed Member Residences purchased by Committed Member. (No longer applicable)~~

B. ~~Increased Commissions (No longer applicable)~~

- 1.0 ~~The 4% DIRECTV commission payable under Exhibit D of the NRTC/Member Agreement for Marketing and Distribution of DBS Services (DBS Member Agreement) shall be hereby modified and increased to 5% in consideration of Committed Member participating in this MMA. (No longer applicable)~~
- 2.0 ~~For participating in the MMA, and after execution of a separate DIRECTV Sales Agent Agreement, Committed Member will also receive an additional two (2) percent commission on DIRECTV programming which the Committed Member sells to Committed Member Residences within its territory. (No longer applicable)~~
- 2.0 For participating in the MMA, Committed Member shall have the right, at the discretion of DIRECTV to become a non-national sales Agent for DIRECTV Representative to sell DIRECTV programming outside of its purchased territories upon the Committed Member's completion of a separate DIRECTV Sales Agent Agreement. (Conforms to Amended Agreement and new DIRECTV terminology)

~~Exhibit D-1 must be executed by any Committed Member exercising the options available under Exhibit C 6 through C 9 of the DBS Member Agreement. (No longer applicable)~~

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B. ~~G~~ National Packaging and Pricing, Agent Commissions

- 1.0 As provided for in the DBS Member Agreement, the Committed Member is the exclusive distributor of all DIRECTV programming (except non-select services as defined in Section 2(b) of the Amendment) ~~the 20 channels of programming (hereinafter referred to as "Best of Cable")~~ within the Committed Member territory. Committed Member agrees that sales of DIRECTV programming the "Best-of-Cable" programming services included in a national package(s) may be made on behalf of Committed Member by certain sales Agents. (Conforms to Amended Agreement)
- ~~2.0 Sales made by national DSS (Digital Satellite System) hardware retailers, (hereinafter referred to as "national Agent") will be treated differently than sales made by non-national entities such as satellite dealers or satellite hardware distributors (hereinafter referred to as "non-national Agents"). (No longer applicable)~~
- ~~2.0 DIRECTV shall establish and price a set of programming packages. ("The Commissionable Programming Packages"), which shall not include in the Committed Member territories the Economy Basic Package(s), to be made available for sale on an agency basis by consumer electronic retailers, TVRO dealers, and their consumer electronics and TVRO sales management agents as applicable, and others who take orders for the Commissionable Programming Packages in conjunction with the sale of subscriber terminal equipment, collectively known as "DIRECTV Representatives". (Consistent with Amended Agreement and new DIRECTV terminology.)~~
- (a) Committed Member will set the "Best-of-Cable" "Economy Basic" pricing in its purchased territory. All non-national Agents as a distribution agent of the Committed Member, sell "Best of Cable" at the price set by the Committed Member for sales to subscribers residing within the Committed Member territory. Member may also set Personal Choice and Total Choice pricing in its territory, however, commissions will be paid based upon the national suggested retail price as set by DIRECTV. (Conforms to Amended Agreement)
- (b) Committed Member may, in its sole discretion, package and price "Best-of-Cable" all DIRECTV programming (except non-select services as defined in Section 2(b) of the Amendment and Pay-per-view movies) programming within its purchased territory, provided, however, that if a national sales Agent "DIRECTV Representative" sells a "Best-of-Cable" Commissionable Programming Package to a Committed Member Residence, the Committed Member will honor such sale in terms of price and packaging. The Committed Member will not raise rates to an individual customer for the twelve month period after the initial sale made by a national Agent DIRECTV Representative. Should the national price on the "Best of Cable" be set at an amount less than 85 percent of the local price charges by the Committed Member for such programming within the Committed Member purchased territory, then NRTC will pay the committed member the difference between the national price and 85 percent of such local price. This reimbursement shall apply only to those sales made by a national Agent. (No longer relevant you are only a DIRECTV Representative authorized to sell Economy Basic Package). (No longer applicable, the Economy Basic Package(s) sold only by NRTC Members.)

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- 3.0 Committed Member will pay authorized Agents a one-time commission for annual subscriptions to "Best-of-Cable" DIRECTV Programming services included in a national package made on the Committed Member's behalf within its purchased territory. Such commission will not exceed ten (10) percent of the annual purchase price. Commissions will be paid monthly for monthly sales, up to a twelve month period. Commissions need not be paid by Committed Members for renewals. (Conforms to Amended Agreement)

C. D. Sales Agents

- 1.0 Committed Member will, at its option, assist NRTC in identifying potential sales Agents within its territory and notify NRTC of any such prospective Agents, ~~by August 29, 1993.~~ It is understood that DIRECTV will authorize such local Agents in its sole discretion. Committed Member will, at its option, monitor local Agent's performance to assure that quality and performance standards are met. DIRECTV may, in its sole discretion with input from NRTC, suspend or terminate an Agent's authorization to sell DIRECTV products and service. Causes for suspension or termination may include:
- (a) involvement in piracy of any service;
 - (b) default on any contract;
 - (c) non-payment;
 - (d) marketing approaches which allow DIRECTV's local market penetration to fall below 90 percent of the DSS customer base;
 - (e) non-adherence to DIRECTV policies applicable to all sales Agents;
 - (f) for just cause.
- 2.0 NRTC will provide the Committed Member with a complete listing of authorized DIRECTV Agents Representatives working in its territory which will be updated quarterly. (Conforms to new DIRECTV terminology)
- 3.0 It is understood that DIRECTV will actively encourage all ~~non-national~~ Agents DIRECTV Representatives within the Committed Member's territory to identify to the consumer, at the point-of-sale, the Committed Member's association with that territory. (Conforms to new DIRECTV terminology)

D. E. Committed Members

- ~~1.0 Committed Member must sign and adhere to the DIRECTV brand name and logo usage guidelines (attached hereto as Attachment A). The Final Guidelines will be substantially similar to the interim Guidelines and may be reasonably amended from time to time by DIRECTV as necessary to protect DIRECTV proprietary and other interests in such brand name and logo. (To be covered by NRTC policy and procedure).~~
- 1.0 Committed Member will aggressively promote DIRECTV programming services within its territory.
- 2.0 Committed Member will keep a distinct file of its local marketing materials which shall be available for review by NRTC and DIRECTV. Committed Member further agrees to provide copies of all marketing materials using the DIRECTV name requested by DIRECTV within 30 days of the request.

NRTC/Committed Member Marketing Agreement
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- 4.0 ~~NRTC agrees to provide to Committed Members the names of customers of the DIRECTV services in the Committed Members' purchased territory in order to facilitate sales of "Best of Cable" service to non-subscribers of "Best of Cable", Committed Member agrees to limit the number of telephone sales contacts to non-subscribers to one per quarter. All leads shall be forwarded on a timely basis. NRTC shall treat all such information as confidential and proprietary. (No joint subscribers under the Amended Agreement, you are DIRECTV servicing and billing all customers in your purchased territory).~~
- 5.0 ~~Committed Member agrees to provide NRTC with updated "Best of Cable" only customer names, addresses and phone numbers on a timely basis for sales update purposes. NRTC agrees to limit the number of DIRECTV telephone sales contacts to non-subscribers to one per quarter. All leads shall be forwarded on a timely basis, NRTC and DIRECTV shall treat all such information as confidential and proprietary. (No longer applicable)~~
- 3.0 Committed Member agrees to use its reasonable best efforts to install a phone link to the Digital Satellite System (DSS) equipment.
- 4.0 This Restated Exhibit D-1 when fully executed by the parties will replace Exhibit D-1 Optional and is incorporated into and becomes part of the DBS Member Agreement and shall have a term for a period from execution to be effective until December 31, 1995.

Accepted this _____ day of _____ 1993 by:

NRTC

Committed Member

Signature

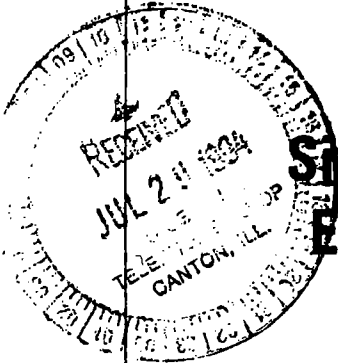
Signature

Printed Name

Printed Name

Title

Title



Six Good Reasons to Participate in the Enhanced Marketing Program (EMP)

- One. By agreeing to the prevailing market commission structure for DIRECTV agents in neighboring territories, you retain your seamless marketing approach with DIRECTV, ensuring that equipment distributors send as much hardware to your area as possible.**

When DIRECTV made the decision to enhance their commission structure for CE and satellite dealer SMAs, NRTC was faced with a choice: meet these increased fees, or face the possibility that the SMAs might send their equipment into non-NRTC areas to maximize their commissions. This issue was the basis for the negotiations which resulted in this enhanced agreement.

Many of you may choose to establish your own relationships and commission arrangements directly with local dealers. However, for those members which elect not to work out special local arrangements with dealers, agreeing to pay the prevailing commissions ensures that the dealer's SMA sends your area as much equipment as possible.

- Two. The EMP allows you to cut your own agency/ commission deals at the local level.**

An important benefit of the Enhanced Marketing Program (EMP) is that it allows you to establish your own relationships with DIRECTV™ agents in your area. You can work with any SMA-affiliated satellite, RCA and CE dealers as well as appoint any new businesses which you believe would do a good job marketing the service on your behalf. The Program states that "nothing shall limit or restrict" your ability to establish these relationships. The Program also frees you to set up your own commission structure with any sales agents in your territory.

Three. Participating in the EMP automatically makes you an authorized sales agent for DIRECTV™ outside of your purchased territory.

Many members who have applied to become sales agents for DIRECTV outside their territories are still waiting to find out if they have been approved. By participating in the new program, every NRTC DBS participant automatically qualifies to become a sales agent for DIRECTV in territories outside those which they have purchased. Their only requirement is the completion of a Sales Agent Agreement developed by DIRECTV.

Four. Signing entitles you to a three-year, six percent commission on all DIRECTV programming sales you make outside your territory.

By participating in the Enhanced Program, you are entitled to receive a six percent commission on all the DIRECTV programming you sell outside of your territory. This commission will be paid to you for three years by NRTC (rather than any outside equipment SMA). Your commission is six of the total seven percent paid to NRTC by DIRECTV. NRTC will keep one percent for administrative expenses — a significantly lower percentage than other SMAs.

Five. NRTC will become the SMA for all rural utilities wishing to serve as agents in DIRECTV territory.

The terms of this new Agreement make NRTC the SMA for all rural utilities. This may have positive repercussions for the DBS project in the future. NRTC will review these opportunities as they arise. In the meantime, however, an immediate effect of this change is that NRTC will be responsible for administering your commissions for sales of DIRECTV outside of your territory. NRTC will pass on to you six of the seven percent commission received from DIRECTV for your sales in DIRECTV's territory.

Six. The life of the EMP expires at the end of 1995, by which time the nature of the DBS business will have changed.

There is no doubt that your DIRECTV DBS business will change substantially by the end of 1995: by that time, allocation will be a thing of the past, and your concerns and priorities will be different. For this reason, NRTC has crafted a flexible marketing program which can change with you when the time comes. We believe strongly, however, that this is the best program for today.