This Property Registration Transfer Approval Form (this “Transfer Form”) is provided in connection with the L&I (SMATV) Affiliate Agreements (each, an “Agreement”) entered into separately by the L&I Affiliates listed as “Transferor” and “Transferee” below. All terms used herein and not defined shall have the meaning set forth in the respective Agreement. Under the Agreement, Transferor registered the Lodging & Institutions Property(ies) set forth below (the “Transferred Property”) with DIRECTV and until a transfer of registration of the Transferred Property is approved and processed by DIRECTV, Transferor remains liable to DIRECTV for all activities performed at the Transferred Property, including the payment of all programming fees paid by the Transferred Property to Transferor, if Transferor bills for DIRECTV programming. In the event Transferor wishes to cease its relationship with the Transferred Property or sell or transfer its rights to service the Transferred Property to a third party, Transferor is required to provide DIRECTV with written notice of such intent. By this form Transferor provides DIRECTV with notice of its intent to cease its relationship with the Transferred Property and transfer the registration of the Transferred Property to the Transferee.

In consideration of DIRECTV agreeing to transfer the Transferred Properties, Transferor and Transferee agree to the terms and conditions of this Transfer Form, and make the respective representations and warranties below:

As of the Transfer Date set forth below, Transferor hereby disclaims any further interest in the Transferred Property and any compensation due from DIRECTV for the sale of DIRECTV programming or any other services provided at the Transferred Property. Transferor has terminated its relationship with the Transferred Property or let such relationship expire and voluntarily submits this form.

Transferor will continue to maintain the Transferred Property and provide service consistent with past practice at the Transferred Property until DIRECTV or the Transferee is able to transition billing and collection activities for the programming provided to the Transferred Property. Transferor will cooperate with Transferee to allow Transferee to install Transferee’s equipment or other equipment required to provide service. To the extent Transferor does not remove its equipment from the Transferred Property by the Transfer Date, Transferor hereby sells, assigns, grants, transfers, and conveys to DIRECTV, all of Transferor’s right, title and interest, in, to and arising out of, the equipment at the Transferred Property. DIRECTV may allow Transferee or the Transferred Property to use such equipment for the receipt of DIRECTV programming.

DIRECTV reserves the right to deny the transfer of any L&I Properties below standard customer/owner satisfaction, low penetration levels, high churn, or any other reason, as determined by DIRECTV in its sole and absolute discretion.

A breach of this form shall constitute a breach of the Agreement with Transferor or Transferee, respectively.

Transferee must provide at least 30 days from date of form submission for change over of existing account. DIRECTV will make the requested change as well as any billing updates required to the Transferred Property's account on the date specified by the Transferee, unless this date is revised by approving Regional Manager. If Transferee needs to delay the change over, Transferee must send an email request to DIRECTVLI@directv.com.

No Transfer fees will be charged by DIRECTV in connection with the transfers set forth herein.

By execution below, the owner of the Transferred Property acknowledges its understanding of the transfer and its intent to allow Transferee to install and maintain the equipment necessary to provide DIRECTV service at the Transferred Property.

The Transferee (dealer who is requesting to take ownership of the account) is responsible for obtaining the Transferor’s signature on this Form. The completely executed Form must then be provided to DIRECTV prior to any equipment being removed or installed at the Transferred Property.

New Dealer Initial ________
## DIRECTV LODGING & INSTITUTIONS
### PROPERTY TRANSFER APPROVAL FORM

By signing below, all parties agree to the proposed dealer transfer as requested:

**Customer Account Number:**

**Property Name:**

**City & State:**

**PROPERTY OWNER APPROVAL:** (please sign and print name below)

**Transferor**

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Affiliate that the customer acct will be transferred from)</td>
<td>CORP ID</td>
<td>Dealer Acct#</td>
</tr>
</tbody>
</table>

**Transferee**

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Affiliate that the customer acct will be transferred to)</td>
<td>CORP ID</td>
<td>Dealer Acct#</td>
</tr>
</tbody>
</table>

**PROPOSED TRANSFER DATE** (must be at least 30 days from submission of this form to DIRECTV)

______________________________

Please Provide Reasons for Transfer Request:

__________________________________________________________

For DIRECTV use only:

<table>
<thead>
<tr>
<th>Regional Manager Approval</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**Billing Update (DTV Commercial Ops Use Only)**

Old Billing ____________________  New Billing ____________________