

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of)
)
TCR Sports Broadcasting Holding, L.L.P.,)
)
Complainant,)
)
v.) File No. _____
)
Comcast Corporation,)
)
Defendant.)

CARRIAGE AGREEMENT COMPLAINT

EXHIBITS

Volume 2 of 2

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Dated: June 14, 2005

Attorneys for TCR Sports
Broadcasting Holding, L.L.P.

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EXHIBIT 20

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of)
)
TCR Sports Broadcasting Holding, L.L.P.,)
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Complainant,)
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Defendant.)

File No. _____

**DECLARATION OF DAVID GLUCK IN SUPPORT OF THE CARRIAGE
AGREEMENT COMPLAINT OF TCR SPORTS BROADCASTING
HOLDING, L.L.P.**

1. My name is David Gluck. I am over the age of 21 and am competent to make this Affidavit and to swear to the matters contained herein. I am familiar with and have been involved in the regional sports network (“RSN”) business since March 1990. From March 1990, through July 2001, I worked for Fox Sports Net (“FSN”) and its predecessor Liberty Sports as General Counsel, then as Vice President Business Affairs/Programming, and then as a consultant to the COO. FSN owns and operates more RSNs than any other entity in the country. From October 2001 through mid-2003, I served as Sr. Vice President Business & Legal Affairs for World Satellite Network, Inc., a provider of cable and satellite programming services (including RSNs) to rural cable operators and PCOs (private cable operators). Most recently, from December 2003

through March 1, 2005, I was employed by Altitude Sports & Entertainment (“Altitude”). Altitude is a new RSN owned by the owner of the NHL Colorado Avalanche and the NBA Denver Nuggets. I served as Sr. Vice President New Business & CLO for Altitude, and was intimately involved in the formation and launch of the network (including affiliate sales and relations). Altitude launched successfully on September 4, 2004. I am now serving as a consultant to Altitude’s CEO and President.

2. I am currently providing legal and business advice to, and providing consulting services for, TCR Sports Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network (“TCR”). Such services include providing assistance with TCR’s efforts to enter into affiliation agreements with multi-channel video programming distributors.

3. In my capacity as consultant to TCR, I have been in contact with, and made sales pitches to, each of the programming decision makers at all of the major cable and satellite distributors in TCR’s territory, which runs from Harrisburg, Pennsylvania, in the north, to Charlotte, North Carolina, in the south. Those distributors include Adelphia Communications, Charter Communications, Comcast, Cox, Time Warner Cable, DirecTV and EchoStar Corporation, and represents over 6 million subscribers. In addition, we have made sales pitches to several of the smaller distributors in the market. The sales efforts for all of the distributors include e-mails, phone calls, and face-to-face meetings (and attempts to schedule *such* meetings), and providing draft carriage agreements and proposed rate cards/term sheets.

4. Each distributor with whom I have been in contact indicated that they had received a letter from Comcast dated April 21, 2005, informing them that they risk tortiously interfering with Comcast’s rights should the distributor enter into an affiliation

agreement with TCR. Starpower Communications/RCN, a cable overbuilder in the Washington, D.C. DMA expressed hesitation about entering into an affiliation agreement with TCR due to the Comcast letter. A Starpower representative indicated that Starpower could ill afford to get into litigation with Comcast because of Comcast's extensive programming holdings. Although Starpower ultimately became an affiliate of TCR, the Comcast letter caused a delay in the entry into the affiliation agreement with Starpower.

5. TCR currently has two affiliates: DirecTV and Starpower. DirecTV entered into an affiliation agreement with TCR on April 29, 2005. Starpower became an affiliate on May 16, 2005.

6. Comcast directly and indirectly owns and operates multi-channel video program distribution systems in TCR's territory. Comcast is the largest distributor in TCR's market. Upon information and belief, Matt Bond is the Executive Vice President of Programming for Comcast, and he has input and authority, either directly or indirectly, to determine what programming services (including RSN's) each Comcast system will carry.

7. At some time during the two weeks prior to April 12, 2005, I contacted Mr. Bond by telephone and informed him that TCR under the trade name "MASN" would be carrying Washington Nationals games and that I was assisting MASN in its efforts to obtain new affiliates. I asked Mr. Bond if Comcast would be interested in carrying TCR's programming of Nationals games. Mr. Bond inquired as to the rates and number of games. I informed him that I would send him a draft term sheet detailing such items, and we agreed that he and Alan Dannenbaum, Sr. V.P. Programming at Comcast, would meet with me and other representatives of TCR on April 14, 2005, in Philadelphia.

Prior to that meeting (on April 13, 2005), I forwarded a draft Term Sheet for Comcast's carriage of Nationals games. A copy of the e-mail cover letter and the Term Sheet are attached to TCR's Complaint as Exhibit 21.

8. As agreed, on April 14, 2005, Joe Foss, Bob Whitelaw, Mark Wyche, and I met with Mr. Bond and Mr. Dannenbaum at their offices in Philadelphia. We discussed the draft Term Sheet during that meeting. At no time during that meeting did Mr. Bond or Mr. Dannenbaum give any indication that Comcast would agree to carry TCR's programming of Nationals games. They indicated that they would review the Term Sheet internally and follow up with us at a later time.

9. On April 18, 2005, I sent Messers Bond and Dannenbaum the e-mail message attached to TCR's Complaint as Exhibit 32.

10. Neither I, nor, to best of my knowledge, anyone else from TCR heard from Comcast regarding the substance of that April 14 meeting, until April 21, 2005, when I learned that Comcast had filed suit that day in Montgomery County against TCR, the Orioles, and Major League Baseball. *See* Ex. 22.

11. In the meantime, I continued my efforts on behalf of TCR to obtain affiliates for the network. I called Mr. Bond in early May, 2005, to determine whether Comcast had reached any decision regarding any interest in carrying TCR-produced Nationals games. I did not hear back from Mr. Bond regarding that call.

12. On May 13, 2005, I sent Mr. Bond an e-mail containing another draft Term Sheet (a copy of the e-mail message and the draft Term Sheet are attached to TCR's Complaint as Exhibit 28). I also called Mr. Bond and was informed that he was on vacation. I left a voice mail for Mr. Dannenbaum as well. I even sent a letter to Mr.

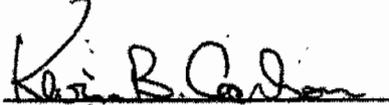
Bond on May 23 attaching another copy of the Term Sheet (a copy of the letter is attached as Exhibit 33). Mr. Bond called me later that week and told me that Comcast did not have any comment on the latest draft Term Sheet at that time, but would respond at some point in time. On June 7, 2005, I received a letter from Comcast requesting certain additional information. Ex. 34 (Letter from M. Bond to D. Gluck). On June 9, I responded to that letter. Ex. 35 (Letter from D. Gluck to M. Bond).

I swear that the above statements are true to the best of my knowledge.



Signature of David Gluck

Subscribed to and sworn before me this 14th day of June, 2005.



Notary Public

(Stamp or Seal)

My Commission expires: FEBRUARY 21, 2009

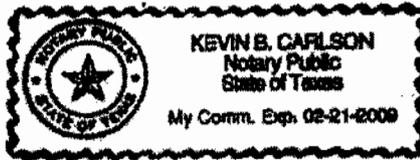


EXHIBIT 21

REDACTED

-----Original Message-----

From: David Gluck

To: 'matt_bond@cable.comcast.com'

Sent: 04/13/2005 2:41 PM

Subject: Draft Term Sheet for MASN

Hi Matt: here is a draft term sheet for our discussions tomorrow...We look forward to seeing you. Regards, David Gluck
<<Comcast Term Sheet 41305 To MB.doc>>

MID-ATLANTIC SPORTS NETWORK
AFFILIATE TERM SHEET
FOR COMCAST

We are pleased to present Comcast with this proposal to become an affiliate of the new Mid-Atlantic Sports Network ("MASN"). MASN will be the local television outlet for MLB's Washington Nationals starting with the 2005 season, and the Baltimore Orioles starting with the 2007 season

MASN LAUNCH DATE: **Channel 1:** Beginning of the 2005 MLB season
 Channel 2: Beginning of the 2007 MLB season

MASN PROGRAMMING: **Channel 1:** 2005: For 2005 only, MASN shall consist solely of approximately 74 live Nationals games in the Washington DMA inner market counties, and 150 Nationals games in the remainder of the Territory (see attached map and rate card below), plus any pre- and post game shows.

2006: Minimum of 120 live Nationals games in the Washington DMA inner market counties, and 150 live Nationals games in remainder of the Territory; plus throughout the Territory, local, regional, and national sporting events, sports-related programming, and local, regional, and national sports news, and public service programming

2007 through 2011: Minimum of 170 live Nationals and Orioles games (in the aggregate) plus local, regional, and national sporting events, sports related programming, and local, regional, and national sports news, and public service programming.

Channel 2: Starting April 2007. Conflict games -- approximately 130 per season (subject to blackout of 30 games of the Nationals, and 30 games of the Orioles, being carried on OTA in the Washington DMA inner market counties, and in the Baltimore DMA inner market counties, respectively).

The parties will agree upon an appropriate reduction formula in the event of a strike, lockout, or other work stoppage.

TERM OF AGREEMENT: Commencing on _____, 2005 (the "Commencement Date"), and continuing through March 31, 2012. Renews automatically for 5 Year period unless either party provides 6 months prior notification of intent not to renew.

CARRIAGE OF MASN: Channel 1 shall be carried on each Comcast system within the Territory (each, a "System") without alteration, editing, or delay, on one channel designated by Comcast, only on the first or second most highly penetrated level of video service on each System (i.e., basic (BST) or expanded basic (CPST)), but in any event such level of video service must be received by at least eighty five percent (85%) of the total number of each System's television subscribers (i.e., those subscribers receiving any video programming service(s) from such System). Commencing January 1, 2006, each System shall carry the Service full time on the same tier or level of service.

Channel 2: The conflict games shall be carried on one channel designated by each System on basic (BST) or expanded basic (CPST) (or comparably penetrated level of video service).

**Affiliate Term Sheet
Page 2**

RATE CARD:

Service Region ¹	Monthly Base Rate Per Service Subscriber			
Service Region : DC Inner	\$0.75 ²	\$1.35 ⁴	NA	NA
Service Region 2: Baltimore Inner	\$1.30 ³	\$1.45 ³	NA	NA
Service Region 3: DC/Baltimore (Service Regions 1 and 2 Combined Starting In 2007)	NA	NA	\$2.40 ⁵	\$2.52 ⁵
Service Region 4: Extended Inner Market	\$0.70 ³	\$0.82 ³	\$1.35 ⁶	\$1.42 ⁶
Service Region 5: Extended DC Inner	\$0.43 ⁴	\$0.78 ⁴	\$1.25 ⁵	\$1.31 ⁵
Service Region 6: North Carolina Market	\$0.35 ³	\$0.40 ³	\$0.65 ⁶	\$0.68 ⁶

¹ See attached MASN Service Regions

² 74 Nationals Games

³ 150 Nationals Games

⁴ 120 Nationals Games

⁵ 270 Nationals and Orioles Games

⁶ 300 Nationals and Orioles Games

A "Year" shall mean each twelve month period commencing each April 1 of the Term, and ending the next March 31, except that Year 1 shall be from the Commencement Date through March 31, 2006. For each Year after Year 4, the increase for each Service Region shall be 5% over the prior Year's Base Rate.

MFN:

Comcast shall be entitled to Most Favored Nations protection for per service subscriber rates, surcharge pricing, level of carriage, amount and nature of MASN programming, VOD, HD and interactive programming, and any other material economic term or condition.

**SURCHARGE
EVENTS:**

Upon reasonable notice MASN may charge a surcharge for (i) additional live games from other major league professional teams; (ii) Orioles or Nationals play-off games, (iii) live NFL games, and/or (iv) a package of major college conference basketball games (each, an "Additional Event"). Any surcharge shall reflect MASN's actual gross costs of acquisition, production, and delivery of such Additional Events, which shall be applied to Comcast on a pro rata basis in each Service Region, based upon the number of all other distributors' subscribers accepting the Additional Events within the applicable Service Region.

AD TIME:

On average 2 minutes per hour of MASN Programming (exclusive of infomercials and similar paid programming); provided, however, that during any Nationals or Orioles games, such inventory shall be 3 minutes per game, plus :90 in the adjacency at the beginning of each game telecast and :90 in the adjacency at the end of each Game.

**Marketing and Launch
Support:**

Consistent with the MFN provision.

MASN SERVICE REGIONS

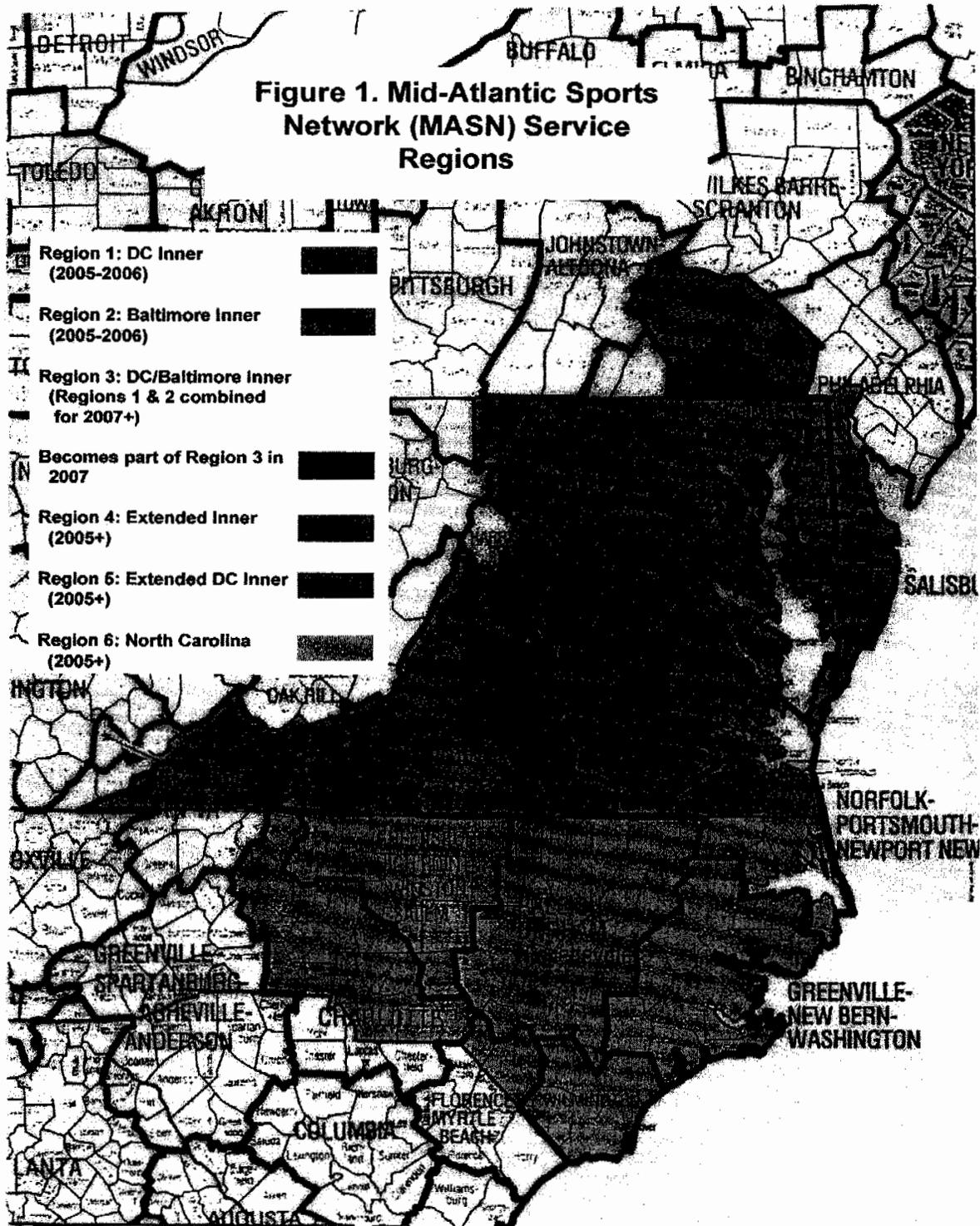


EXHIBIT 22

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

COMCAST SPORTSNET MID-ATLANTIC,
L.P., 7700 Wisconsin Ave., Bethesda, MD 20814,

Plaintiff,

v.

BALTIMORE ORIOLES L.P., 333 W. Camden
St., Baltimore, MD 21201, TCR SPORTS
BROADCASTING HOLDING, L.L.P., 333 W.
Camden St., Baltimore, MD 21201, MAJOR
LEAGUE BASEBALL, 245 Park Ave., New
York, NY 10167, MID-ATLANTIC SPORTS
NETWORK, 333 W. Camden St., Baltimore,
MD 21021,

Defendants.

Civil Action No. 260751

COMPLAINT

Filed on 4-21-05

COMPLAINT

Plaintiff Comcast SportsNet Mid-Atlantic, L.P. ("CSN"), by its undersigned counsel, for its Complaint against Defendants Baltimore Orioles L.P. ("Orioles" or "Baltimore Orioles"), TCR Sports Broadcasting Holding, L.L.P. ("TCR"), Major League Baseball ("MLB"), and Mid-Atlantic Sports Network ("MASN"), alleges as follows:

NATURE OF ACTION

1. This action seeks redress for the Baltimore Orioles' and TCR's breach of contract, and MLB's and MASN's tortious interference with contract in violation of Maryland common law.

2. This action challenges the trampling of and disregard for CSN's valuable contractual rights, whereby it produces and exhibits Baltimore Orioles major league baseball games on local pay television. Concerted action by the Orioles and MLB, as

owners of the Washington Nationals, has resulted in the formation of MASN, which is currently marketing and attempting to sell local pay television rights to Orioles games beginning in the 2007 baseball season in violation of CSN's exclusive right to negotiate for a renewal of such rights until November 1, 2005, and thereafter, in the event renewal terms are not agreed upon, to match any competing offer received by the Orioles for future local pay television rights.

3. The intended purpose and necessary effect of Defendants' actions has been to deny CSN the full benefits of a bargain that was struck nearly ten years ago to exhibit Orioles games on pay television.

4. The Baltimore Orioles have long engaged in a public campaign to block any Major League Baseball team from playing in Washington, D.C. The basis for this interference has been well-documented – the Orioles did not want to compete with a major league baseball franchise located in Washington, D.C. When MLB announced in September 2004 that it was relocating the Montreal Expos baseball franchise, which MLB purchased in 2002, to Washington, D.C., the Orioles' long-successful campaign finally appeared to have been defeated and fans in the Washington-Baltimore region eagerly anticipated the arrival of a new baseball franchise in the nation's capital.

5. The Orioles, however, continued to employ various tactics to pressure MLB to resolve litigation threats made by the Orioles regarding the Expos relocation to Washington, D.C. Reportedly, MLB eventually bowed to these threats by agreeing to a deal heavily-weighted in the Orioles' favor that includes the formation of a joint venture (or an agreement to form a joint venture) that combines the Orioles' television rights and the Nationals' television rights under the control of the Orioles. Upon information and belief, this joint venture has licensed (or plans to license) these rights to MASN. MASN reportedly is majority owned and completely controlled by the Orioles, thereby giving the

Orioles the unprecedented right to receive the vast majority of the profits from and control over the programming of a sports network that licenses the local television rights to the games of a competing team.

6. The formation of a joint venture that owns and markets the Orioles' and Nationals' local television rights, the transfer of those rights to MASN, and MASN's current marketing of such rights to Orioles games beginning with the 2007 major league baseball season to local cable, satellite and broadcast providers in the Washington-Baltimore region breaches a contract between CSN (formerly known as Home Team Sports) and the Orioles (through TCR, an entity controlled by the Orioles). This contract grants CSN various rights, including the rights to produce and exhibit on pay television Orioles games through the end of the 2006 season, as well as rights to exclusively negotiate until November 1, 2005 for an extension of this contract, and to match competing offers received after November 1, 2005 for the right to televise Orioles games beginning with the 2007 season on pay television. Pursuant to its own policies, MLB approved this contract in 1996, and therefore had actual knowledge of the terms and conditions of the contract between CSN and the Orioles, including the exclusive negotiating right and the right-to-match provisions. Accordingly, MLB's participation (as the owner of the Nationals) in the creation of MASN constitutes tortious interference with CSN's contractual rights.

7. MASN has represented and continues to represent to multi-channel video distributors (e.g, cable and satellite television systems) that it has acquired the local pay television rights to Orioles and Nationals games "in perpetuity." The foreseeable consequences of Defendants' knowing and intentional breach of and/or tortious interference with CSN's contractual rights include the loss of the opportunity to retain the local television rights to Orioles games, resulting in enormous financial losses for CSN.

8. There are no legitimate business justifications for Defendants' blatant breach of and/or interference with CSN's contract with the Orioles. Permanent injunctive relief, specific performance, monetary damages and/or other relief are necessary to redress Defendants' willful and malicious behavior.

PARTIES

9. Plaintiff CSN is a Delaware limited partnership with its principal place of business in Bethesda, Maryland. CSN operates a 24-hour regional sports television network that, among other things, owns the exclusive license to local pay television rights for Orioles games through the end of the 2006 season.

10. Defendant Baltimore Orioles L.P. is a Maryland limited partnership with its principal place of business in Baltimore, Maryland. The Orioles own and operate the Baltimore Orioles baseball franchise and own the local pay television and broadcast rights to Orioles games.

11. Defendant TCR is a Maryland limited liability partnership with its principal place of business in Baltimore, Maryland. The general partner of TCR is Baltimore Orioles, Inc. ("BOI"). TCR and BOI are controlled by the Baltimore Orioles. TCR represented the Orioles in signing the contract that licensed the Orioles television rights to CSN.

12. Defendant MLB is an unincorporated association with its principal place of business in New York, New York. MLB purchased the Montreal Expos baseball franchise in 2002, relocated the franchise to Washington, D.C. in September 2004 and operates it today as the Washington Nationals. As the owner of the Washington Nationals baseball team, MLB controls the local television rights to Washington Nationals games.

13. Defendant MASN purports to be a regional sports television network that is reportedly majority owned and controlled by the Orioles (or entities owned and/or controlled by the Orioles) and minority owned by MLB (or entities owned and/or controlled by MLB). MASN's principal place of business is located in Baltimore, Maryland at the corporate offices located at Oriole Park at Camden Yards.

JURISDICTION AND VENUE

14. Defendant Baltimore Orioles is organized under the laws of, may be found in, transacts business in, performs services in, has agents in and/or derives substantial revenue from the State of Maryland. This Court has personal jurisdiction over the Orioles by virtue of its status and/or course of conduct in Maryland under Maryland Code, Courts and Judicial Proceedings § 6-102 and/or § 6-103.

15. Defendant TCR is organized under the laws of, may be found in, transacts business in, performs services in, has agents in and/or derives substantial revenue from the State of Maryland. This Court has personal jurisdiction over TCR by virtue of its status and/or course of conduct in Maryland under Maryland Code, Courts and Judicial Proceedings § 6-102 and/or § 6-103.

16. Defendant MLB may be found in, transacts business in, performs services in, has agents in and/or derives substantial revenue from the State of Maryland. This Court has personal jurisdiction over MLB by virtue of its status and/or course of conduct in Maryland under Maryland Code, Courts and Judicial Proceedings § 6-102 and/or § 6-103.

17. Defendant MASN, upon information and belief, is organized under the laws of, may be found in, transacts business in, performs services in, has agents in and/or derives substantial revenue from the State of Maryland. This Court has personal

jurisdiction over MASN by virtue of its status and/or course of conduct in Maryland under Maryland Code, Courts and Judicial Proceedings § 6-102 and/or § 6-103.

18. Plaintiff's claims concern damages in excess of \$25,000. This Court has jurisdiction over the subject matter of these claims pursuant to Maryland Code, Courts and Judicial Proceedings § 1-501.

19. Defendants Orioles, TCR, MLB and MASN carry on regular business in Montgomery County. Venue is proper in this Court pursuant to Maryland Code, Courts and Judicial Proceedings § 6-201.

MAJOR LEAGUE BASEBALL TELEVISION RIGHTS

20. The television rights to MLB games are licensed in several different ways to a number of distinct economic actors. Those rights typically are licensed either by MLB for national telecast to national broadcasters or cable/satellite networks, or by individual teams such as the Orioles or the Nationals for local telecast to local broadcasters or cable/satellite networks. For example, for the 2005 regular season, MLB has licensed a limited number of games to the Fox broadcasting network for national broadcast on local Fox-owned or affiliated broadcast television stations. This arrangement involves a small percentage of all major league baseball games. Major League Baseball also licenses a limited number of games to ESPN, a national sports cable network carried on all, or nearly all, cable and satellite television systems in the United States.

21. Fox broadcast stations and ESPN, in turn, enter into retransmission or affiliation agreements with cable and satellite operators that permit the transmission or carriage of their networks on cable and satellite television systems. These national television networks have the right to select the games they wish to telecast, and typically select games of national or regional interest, such as regular season games between the

New York Yankees and Boston Red Sox. These national networks are not permitted to select more than a limited number of games of any particular team, thus leaving local television as the primary means by which teams exploit their television rights.

22. Individual MLB teams retain the local television rights to all of their own games that are not licensed by MLB. The teams typically license the right to produce and televise these games to regional cable/satellite sports networks and/or over-the-air local broadcast television stations. CSN currently owns the rights to televise the games of a number of local professional sports teams, including the Baltimore Orioles, the Washington Wizards of the National Basketball Association, and the Washington Capitals of the National Hockey League.

23. Regional sports networks operate in all or nearly all of the major television markets in the United States, primarily televising local professional and collegiate sports games and related sports programming. These networks, such as CSN, pay license fees to professional sports teams to acquire their local television rights. Regional sports networks produce and televise live professional sporting events and operate a sports channel on which the events are exhibited. Cable and satellite television distributors -- also known as multi-channel video distributors -- enter into affiliation agreements under which they pay the regional sports networks for the right to distribute the network over their cable or satellite television systems. Regional sports networks also generate revenue through the sale of advertising time during telecasts on their networks.

CSN'S OWNERSHIP OF BALTIMORE ORIOLES' BROADCAST RIGHTS

24. For the last decade, CSN has owned the exclusive local pay television rights to Baltimore Orioles baseball games not licensed nationally by MLB. During this time, CSN has paid the Baltimore Orioles many millions of dollars in rights fees to license Orioles baseball games.

25. On January 1, 1994, Westinghouse Broadcasting Company, Inc. ("WBC") entered into an exclusive agreement (the "1994 Agreement") with the Baltimore Orioles to telecast locally Orioles games on pay television through its controlled affiliate Home Teams Sports Limited Partnership ("HTS").

26. The 1994 Agreement had a term of three years, expiring on March 31, 1997. It included a right of first refusal for WBC. Under the right of first refusal provision, between January 1, 1996, and March 31, 1997, WBC had the right to match any offer from a third party to telecast locally Orioles games on pay television.

27. On July 19, 1996, Mid-Atlantic Sports Network L.L.C., an entity unrelated to Defendant MASN, entered into an agreement (the "1996 Agreement") for the Baltimore Orioles' local pay television rights. Mid-Atlantic Sports Network L.L.C. was a new local sports network owned in part by the Baltimore Orioles or entities controlled by the Orioles. Defendant TCR represented the Orioles as a signatory to the 1996 Agreement.

28. The 1996 Agreement licensed the local pay television rights to Orioles games on an exclusive basis within a specified geographic territory for a ten-year period. The contractual term of the 1996 Agreement extended from November 1, 1996, until 30 days after the final game of the 2006 World Series.

29. Under the 1996 Agreement, the Orioles agreed that for the duration of the term of the 1996 Agreement they would "not grant to any other entity the right to telecast or otherwise distribute in the [t]erritory" any games to be telecast on pay television.

30. As part of the consideration for guaranteeing ten years of rights fees, the 1996 Agreement includes certain exclusive rights to negotiate an extension to the 1996 Agreement and the right to match any agreement reached with a third party after the exclusive negotiating period.

31. In particular, Section 16 of the 1996 Agreement provides:

Right to Match. Prior to the last year of the Term, [CSN] has the right to negotiate exclusively and during the last year nonexclusively for an extension of this Letter Agreement or a new agreement. If Owner and [CSN] do not reach an agreement and Owner thereafter receives a bona fide written offer from a third party for the telecast rights for the games of the Team, Owner shall promptly forward such offer to [CSN] and [CSN] shall have the right to match such offer within thirty (30) days thereafter and obtain the offered rights. In order to allow for a fair comparison of offers, Owner agrees to entertain only those offers for the rights for the games of the Team which are for a fixed term of no less than three (3) years and in which all elements are reasonably reducible to a cash value, matchable in cash, and reasonably related to the grant of rights therein. This provision will survive expiration of this Letter Agreement.

32. Shortly after it was signed on July 19, 1996, TCR sent the 1996 Agreement to MLB for its review and approval, as required by MLB rules. MLB, through the Office of the Commissioner, subsequently reviewed the 1996 Agreement and approved the terms at issue here.

33. The Orioles, through TCR, recognized that the 1996 Agreement with Mid-Atlantic Sports Network, L.L.C was subject to WBC's right of first refusal contained in the 1994 Agreement. On July 22, 1996, just three days after executing the 1996 Agreement, the Orioles sent the 1996 Agreement to HTS to comply with the 1994 Agreement's right-to-match provision.

34. By letter dated September 17, 1996, HTS notified the Orioles that it elected to exercise its right to match and agreed to the applicable contractual terms described in the 1996 Agreement. On October 8, 1996, the Orioles, TCR and HTS signed an agreement acknowledging HTS' acceptance of the 1996 Agreement. That agreement incorporated the terms of the 1996 Agreement, as modified by the parties and/or the

direction of MLB, and substituted "HTS" for Mid-Atlantic Sports Network L.L.C. in all instances.

35. In 2000, Comcast Corporation ("Comcast"), through its wholly-owned subsidiaries, acquired all the partnership interests in HTS, and thereby acquired all of HTS' rights in the 1996 Agreement.

**CSN'S NEGOTIATIONS TO ACQUIRE THE LOCAL
PAY TELEVISION RIGHTS TO NATIONALS GAMES**

36. After MLB announced that the Montreal Expos would be moved to Washington, D.C., Comcast representatives, on behalf of the company's wholly-owned subsidiary CSN, began negotiations with representatives of MLB to acquire the local pay television rights to Nationals games. Comcast representatives engaged in numerous meetings with MLB, making clear CSN's desire to produce and televise Nationals games in a manner that would ensure distribution to the largest possible fan base and the enhancement of the Nationals' television rights throughout the Washington-Baltimore region.

37. The negotiations for a long-term agreement between MLB and CSN for the Nationals' local pay television rights were advancing toward final conclusion when MLB abruptly withdrew from the negotiations.

38. At or around this time, stories began appearing in national and local media that the Orioles were threatening litigation against MLB regarding the Nationals' relocation to Washington, D.C., that these threats and any ensuing litigation would make the sale of the Nationals by MLB to new owners difficult (if not impossible) and that a potential compromise under discussion between the Orioles and MLB involved the creation of a new regional sports network that would own the local television rights to both teams and would be controlled by the Orioles.

THE FORMATION OF MASN

39. On or around March 31, 2005, and in connection with reports that the Orioles had agreed to a compensation package in exchange for dropping their opposition to the Nationals' relocation to Washington, D.C., the Orioles and MLB announced that they had agreed to form a joint venture that would own and license the local television rights to Orioles and Nationals games.

40. On or around March 31, 2005, the Orioles and MLB formally announced the formation of MASN. MASN currently is 90% owned by the Orioles and 10% owned by MLB, in its capacity as owner of the Nationals, and/or entities controlled by MLB. MASN purportedly has been formed as a regional sports television network to produce and exhibit on pay television Washington Nationals games beginning with the current 2005 season and Orioles games beginning in the 2007 season, rights that upon information and belief MASN acquired from the above-described joint venture. The ownership structure of MASN reportedly can change over a long period of time, but in no event will the Orioles own less than two-thirds of MASN.

41. According to media reports, MASN has agreed to pay the Nationals a fee of \$21 million annually, subject to adjustment over time, for the right to televise locally on pay television Nationals games for the foreseeable future.

42. MASN has, in turn, commenced negotiations with multi-channel video distributors regarding the local pay television rights to Orioles games beginning with the 2007 season. During negotiations attended by MASN and Orioles representatives, MASN has represented that it owns the rights to televise Orioles games on pay television beginning with the 2007 season and continuing in perpetuity. Specifically, a proposed term sheet provided to Comcast representatives by MASN states that "MASN will be the local television outlet for MLB's . . . Baltimore Orioles starting with the 2007 season."

THE ORIOLES' BREACH OF THE 1996 AGREEMENT

43. As set forth above, Section 16 of the 1996 Agreement expressly provides that, prior to November 1, 2005 (which marks the beginning of the final year of the contract term), CSN has the right to negotiate exclusively for an extension of the 1996 Agreement or a new agreement. During this time, the Orioles and TCR cannot negotiate with any third party with regard to their future pay television rights. The Orioles may begin negotiations with a third party for the license of pay television rights beginning with the 2007 season only on or after November 1, 2005.

44. The Orioles and TCR have breached the exclusive negotiations period provision of the 1996 Agreement by negotiating and/or agreeing with MASN for the license of the rights to telecast Orioles games on pay television for the 2007 season and future seasons.

45. The Orioles and TCR also have breached the right-to-match provision of the 1996 Agreement by failing to provide CSN notice of any agreement between the Orioles and the joint venture and/or MASN for the local pay television rights to Orioles games beginning with the 2007 season. Not only have the Orioles or TCR to date not provided such notice and opportunity to match to CSN, the Orioles through their control of MASN have begun attempts to license such rights to multi-channel video distributors in derogation of CSN's contractual rights under the 1996 Agreement.

MLB'S AND MASN'S INTERFERENCE WITH CSN'S CONTRACT WITH THE ORIOLES

46. MLB rules require that its member teams submit for review and approval all local television license agreements. Soon after the 1996 Agreement was reached between the Orioles and Mid-Atlantic Sports Network L.L.C., the Orioles forwarded the Agreement to MLB. In August 1996, Leslie Sullivan, MLB's Director of Broadcasting,

advised the Orioles that certain provisions of the 1996 Agreement required modification. MLB did not take issue with either the exclusive negotiating period provision or the right-to-match provision (or any other provision) contained in Section 16 of the 1996 Agreement.

47. MLB subsequently learned that HTS exercised its pre-existing right to match as set forth in the 1994 Agreement and became party to the 1996 Agreement. MLB also learned that Comcast acquired HTS in 2000, thereby acquiring HTS' rights in the 1996 Agreement that continue in effect today.

48. MLB's participation in the reported creation of a joint venture entity that has acquired and transferred to MASN the rights to Orioles games beginning in the 2007 season has interfered with and assisted the Orioles in the breach of CSN's exclusive negotiation rights. Similarly, MLB has interfered with and assisted the Orioles in the breach of CSN's exclusive negotiation rights through its participation and ownership interest in MASN.

49. MASN has engaged in negotiations with multi-channel video distributors regarding the local pay television rights to Orioles games beginning with the 2007 season. During negotiations attended by MASN and Orioles representatives, MASN has represented that it owns the rights to broadcast Orioles games on pay television beginning with the 2007 season and continuing in perpetuity.

50. MASN directly, and through its owners the Orioles and MLB, has actual knowledge of CSN's 1996 Agreement with the Orioles and the exclusive negotiating right and right-to-match provisions contained therein. MLB and MASN also are aware that CSN has not been provided an opportunity to match any agreement involving the Orioles' 2007 local pay television rights.

51. MASN's negotiations with multi-channel video distributors regarding the 2007 local pay television rights to Orioles games evidence the blatant breach and interference with CSN's exclusive negotiation rights and CSN's right to match any third party offer for such rights. As a part owner of MASN, and as a result of MLB's knowledge of MASN's aforementioned negotiations, MLB also intentionally interfered with CSN's exclusive negotiating rights and CSN's right to match any third party offer for such rights.

HARM SUFFERED BY CSN

52. As a direct and foreseeable consequence of Defendants Orioles and TCR's breach of the 1996 Agreement and/or Defendants MLB and MASN's tortious interference with that Agreement, CSN stands to suffer significant harm, including but not limited to significant monetary damages.

53. Absent Defendants' breach of contract or tortious interference with contract, CSN would have the opportunity to retain the Orioles broadcast rights beginning with the 2007 season and extending for the same indefinitely long-term period that MASN has represented that it has licensed the Orioles future local pay television rights. Accordingly, CSN is entitled to match the agreement that MASN currently purports to be operating under.

54. Defendants' breach of CSN's contractual rights and the tortious interference with such rights has caused CSN to suffer significant monetary damages arising from CSN's lost opportunity to retain the Orioles local pay television rights, as well as certain damage not compensable by monetary award.

COUNT I
(Breach of Contract Against Orioles and TCR)

55. Plaintiff CSN repeats and realleges the allegations set forth in Paragraph 1 through 54 above.

56. At all times relevant hereto, CSN has fully complied with all of its material obligations under the 1996 Agreement.

57. The Agreement provides that “[p]rior to the last year of the Term, [CSN has the right to negotiate exclusively . . . for an extension of this Letter Agreement or a new agreement.” The last year of the Term does not commence until November 1, 2005.

58. Defendants TCR and the Orioles have breached the 1996 Agreement by negotiating future pay television rights in violation of the exclusive negotiating right contained therein.

59. Defendants TCR and the Orioles also have breached the 1996 Agreement by failing to provide CSN and/or TCR notice of and the opportunity to match the terms of the license of the Orioles local pay television rights to the joint venture and/or MASN.

60. As a direct, proximate and foreseeable result of these breaches of the 1996 Agreement, CSN has been injured in its business and property.

COUNT II
(Tortious Interference with Contract Against MLB and MASN)

61. Plaintiff CSN repeats and realleges the allegations set forth in Paragraph 1 through 60 above.

62. At all times relevant hereto, CSN has fully complied with all of its material obligations under the 1996 Agreement.

63. MLB reviewed and was aware of the terms of the 1996 Agreement, including the provisions providing exclusive rights to negotiate and the right to match.

64. MASN, through its ownership by the Orioles and MLB, was similarly aware of CSN's contractual rights to televise Orioles games, including the provisions providing exclusive rights to negotiate and the right to match.

65. MLB demonstrated bad faith, malicious intent, the intent to injure CSN, ill will and utter disregard for CSN's contractual rights when MLB supported and entered into the joint venture and acquired an ownership interest in MASN, in each case blatantly violating the 1996 Agreement.

66. MLB, as a minority owner of MASN, and MASN demonstrated bad faith, malicious intent, the intent to injure CSN, ill will and utter disregard for CSN's contractual rights when MASN represented to third parties that it owned the rights to telecast on pay television Orioles games beginning in the 2007 and thereafter.

67. As a direct, proximate and foreseeable result of MLB's and MASN's tortious interference with the 1996 Agreement, CSN has been injured in its business and property.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. Adjudging Defendants Orioles and TCR to have breached the 1996 Agreement with CSN;
- b. Adjudging Defendants MLB and MASN to have tortiously interfered with the 1996 Agreement;
- c. Enjoining Defendants from negotiating and/or agreeing to license the local pay television rights to Orioles games with any third party for such period after November 1, 2005 as the Court deems equitable and appropriate;
- d. Enjoining the Orioles and MLB from taking any further steps to formalize or operate their joint venture;

- e. Enjoining MASN from performing on any contracts involving the local pay television rights to Orioles games;
- f. Rescinding any contracts involving the license of local pay television rights to Orioles games between the Orioles and the joint venture, between the Orioles and MASN, and between any entity owned or controlled by the Orioles and any other entity owned or controlled by the Orioles, including MASN;
- g. Ordering Defendants TCR and Orioles to specifically perform all obligations set forth in the 1996 Agreement, including the right-to-match provision;
- h. Enjoining Defendants MLB and MASN from taking any other actions that would directly or indirectly interfere with CSN's rights under the 1996 Agreement;
- i. Awarding Plaintiff compensatory damages in an amount to be determined at trial;
- j. Awarding Plaintiff the costs of litigation, including its reasonable attorneys' fees;
- k. Awarding Plaintiff punitive damages in connection with its tortious interference with contract claim;
- l. Awarding Plaintiff such other and further relief as this Court deems proper and equitable.

Dated: April 21, 2005

ETHRIDGE, QUINN, McAULIFFE, ROWAN &
HARTINGER

By: 

John M. Quinn (Bar # 973)
Michael L. Rowan (Bar # 16867)
33 Wood Lane
Rockville, MD 20850
(301) 762-1696

WILLIAMS & CONNOLLY LLP
Robert B. Barnett
J. Alan Galbraith (Md. Bar #01977)
John E. Schmidlein
725 Twelfth Street, N.W.
Washington, D.C. 20005
(202) 434-5000

Attorneys for Plaintiff

EXHIBIT 23



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 612.339.6188
AND OVERNIGHT MAIL**

Ms. Tyna Hinds
President
4Com
1600 South Highway, Ste. 590
Minneapolis, MN 55416

Dear Ms. Hinds,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

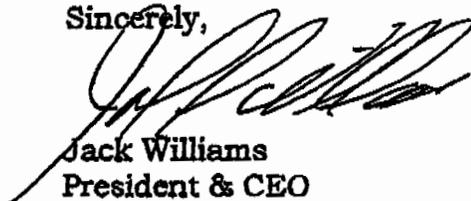
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We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Ms. Tyna Hinds
4Com
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3501 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 617.786.8803
AND OVERNIGHT MAIL**

Mr. Ed Holleran
Atlantic Broadband Finance, LLC
1266 Furnace Brook Parkway
Suite 403
Quincy, MA 02169

Dear Mr. Holleran,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

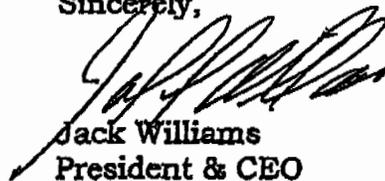
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Mr. Ed Holleran
Atlantic Broadband Finance, LLC
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3801 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 972.664.1335
AND OVERNIGHT MAIL**

Mr. Carl Koenig
President
Access Advisory Group, LP
4811 West Lovers Lane
Dallas, TX 75209

Dear Mr. Koenig,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

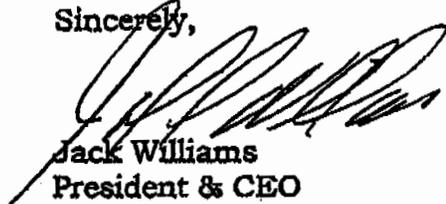
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Mr. Carl Koenig
Access Advisory Group, LP
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street * Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 301.797.4651
AND OVERNIGHT MAIL**

Mr. Gene Hager
President/GM
Antietam Cable Television, Inc.
1000 Willow Circle
Hagerstown, MD 21740

Dear Mr. Hager,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

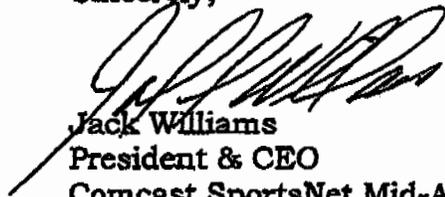
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Mr. Gene Hager
Antietam Cable Television, Inc.
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3801 South Broad Street * Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 724.283.9655
AND OVERNIGHT MAIL**

Mr. David Jamieson
General Counsel
Armstrong Group of Companies
One Armstrong Place
Butler, PA 16001

Dear Mr. Jamieson,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

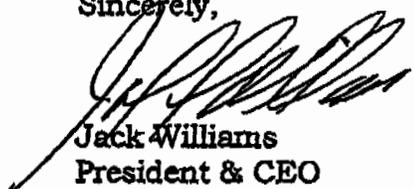
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Mr. David Jamieson
Armstrong Group of Companies
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (410) 901-9116
AND OVERNIGHT MAIL**

Mr. Bobby Jones
President
Bay Country Communications
47 Main Street
PO Box 249
East New Market, MD 21631

Dear Mr. Jones,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

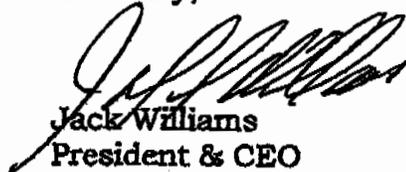
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Mr. Bobby Jones
Bay Country Communications
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-6290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 276.645.8726
AND OVERNIGHT MAIL**

Mr. Robert J. Kelley, Jr.
Telecommunications Manager
Bristol Virginia Utilities Board
15022 Lee Highway
Bristol, VA 24201

Dear Mr. Kelley,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

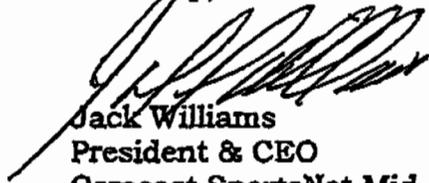
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Mr. Robert J. Kelley, Jr.
Bristol Virginia Utilities Board
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (717) 741-4469
AND OVERNIGHT MAIL**

Mr. Bill Domurad
President
Clearview
16 Leader Heights Road
York, PA 17403

Dear Mr. Domurad,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

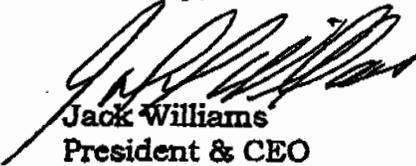
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"We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Mr. Bill Domurad
Clearview
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 434-685-1803
AND OVERNIGHT MAIL**

Mr. Charles Lewis
Secretary/Treasurer
Chatmoss Cablevision, Inc.
12349 Martinsville Highway
Danville, VA 24541-0855

Dear Mr. Lewis,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

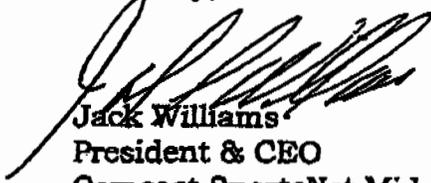
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Mr. Charles Lewis
Chatmoss Cablevision, Inc.
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 303-323-1317
AND OVERNIGHT MAIL**

Ms. Shelley Guiou
Charter Communications
6399 Fiddler's Green Circle, 6th floor
Greenwood Village, CO 80111

Dear Ms. Guiou,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

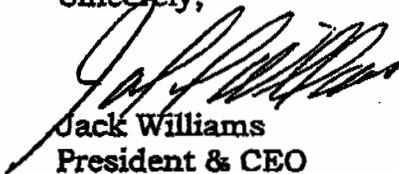
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We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Ms. Shelley Guiou
Charter Communications
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 717.733.3245
AND OVERNIGHT MAIL**

Mr. Mark Masenheimer
General Manager
Blue Ridge Cable Technologies, Inc.
613 Third Street
Palmerton, PA 18071

Dear Mr. Masenheimer,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNetTM") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

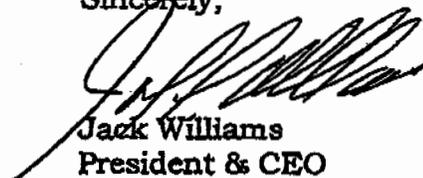
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Mr. Mark Masenheimer
Blue Ridge Cable Technologies, Inc.
April 21, 2005
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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE -
AND OVERNIGHT MAIL**

Mr. Gordon Bourne
VP of Programming
Adelphia Communications Corporation
5619 DTC Parkway
Greenwood Village, CO 80111

Dear Mr. Bourne,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

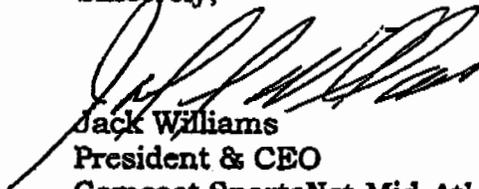
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Mr. Gordon Bourne
Adelphia Communications Corporation
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
Judy Meyka, Sr. VP of Programming (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE – 215.981.7793
AND OVERNIGHT MAIL**

Mr. Matt Bond
Executive Vice President of Programming
Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102 - 2148

Dear Mr. Bond,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

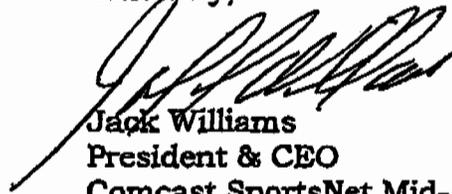
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Mr. Matt Bond
Comcast Cable Communications, Inc.
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 404.847.6542
AND OVERNIGHT MAIL**

Mr. Bob Wilson
Vice President of Programming
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319

Dear Mr. Wilson,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

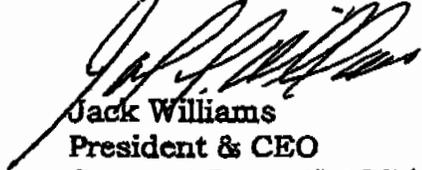
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Mr. Bob Wilson
Cox Communications
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 410.822.0743
AND OVERNIGHT MAIL**

Mr. William Russell
Manager, Cable & Communications Department
Easton Utilities Commission
201 N. Washington Street
Easton, MD 21601

Dear Mr. Russell,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

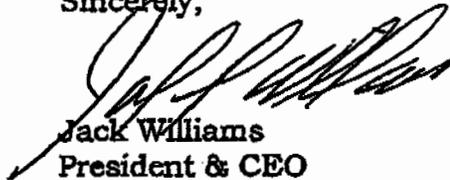
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Mr. William Russell
Easton Utilities Commission
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: **Peter Angelos (by facsimile)**
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 804.693.2885
AND OVERNIGHT MAIL**

Mr. Donald Perry
President
First Commonwealth Cablevision, Ltd.
Route 227 Cooks Corner
P.O. Box 1147
Saluda, VA 23149

Dear Mr. Perry,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

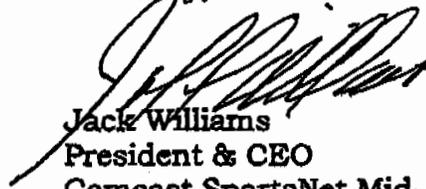
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Mr. Donald Perry
First Commonwealth Cablevision, Ltd.
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-6290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 310.969.5678
AND OVERNIGHT MAIL**

Mr. Mike Hopkins
SVP Affiliate Sales
Fox Sports Direct
10201 West Pico Boulevard, Bldg. 3
Los Angeles, CA 90035

Dear Mr. Hopkins,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

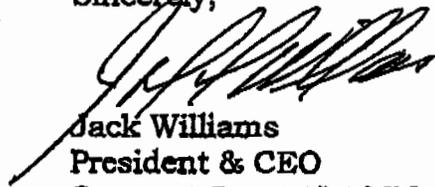
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Mr. Mike Hopkins
Fox Sports Direct
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
Senior Vice President Business and Legal Affairs (by facsimile)
DirecTV - Michael Thornton, SVP (by facsimile)
Echostar - Michael Schwimmer, EVP (by facsimile)



3801 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 540.626.3290
AND OVERNIGHT MAIL**

Ms. Lisa Epperley
Executive Vice President
Giles Craig Communications
504 Snidow Street
P.O. Box 190
Pembroke, VA 24136

Dear Ms. Epperley,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

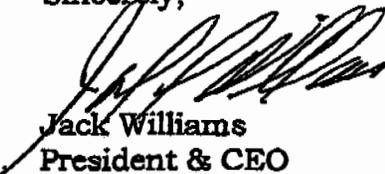
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Ms. Lisa Epperley
Giles Craig Communications
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE – 610-993-1100
AND OVERNIGHT MAIL**

Mr. James Bruder
Executive Vice President
Harron Entertainment Company, LLC
70 East Lancaster Ave
Frazer, PA 18201

Dear Mr. Bruder,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

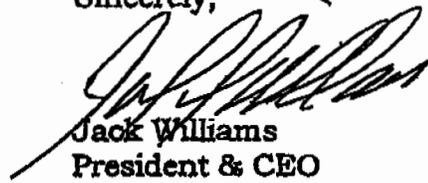
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Mr. James Bruder
Harron Entertainment Company, LLC
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 717.532.5563
AND OVERNIGHT MAIL**

Mr. Earl Kuhn
Kuhn
301 West Main Street
Walnut Bottom, PA 17266

Dear Mr. Kuhn,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

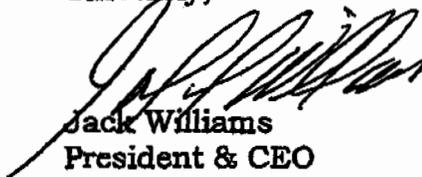
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Mr. Earl Kuhn
Kuhn
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 276-889-3057
AND OVERNIGHT MAIL**

Mr. Jim Vermillion
President
Media One Cable
518 Cedar Drive
Lebanon, VA 24266

Dear Mr. Vermillion,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNetTM") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

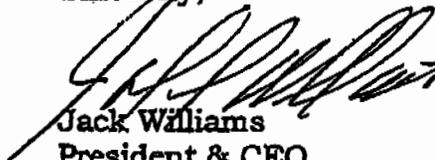
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Mr. Jim Vermillion
Media One Cable
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street * Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (845) 695-2679
AND OVERNIGHT MAIL**

Ms. Italia Commisso-Weinand
Mediacom Delaware LLC
100 Crystal Run Road
Middletown, NY 10941

Dear Ms. Commisso-Weinand,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

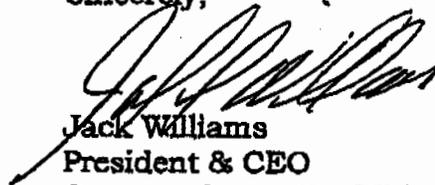
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Ms. Italia Commisso-Weinand
Mediacom Delaware LLC
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (434) 821-2540
AND OVERNIGHT MAIL**

Mr. Danny Jobe
General Manager
Nesbe Cable
8142 Wards Road
P.O. Box 768
Rustburg, VA 24588

Dear Mr. Jobe,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

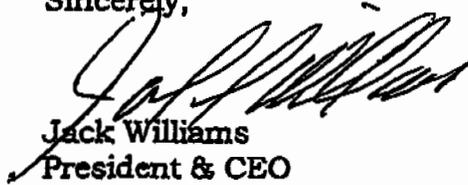
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Mr. Danny Jobe
Nesbe Cable
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
Ms. Beverly Poston, Bahakel Comm. Executive VP (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 301.297.7142
AND OVERNIGHT MAIL**

Mr. James Asel
General Manager
Occidental Sunscape Apartments
7901 Crawsfordville Road
Suite D
Indianapolis, IN 46214

Dear Mr. Asel,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

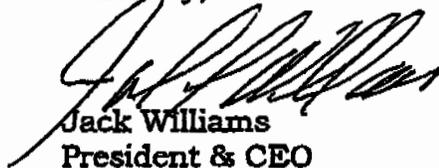
It has come to our attention that an entity referred to as Mid-Atlantic Sports Network ("MASN") and controlled by the Orioles, is making representations to multi-channel video distributors that it has acquired the rights to exhibit on local pay television the major league baseball games of the Baltimore Orioles beginning in the 2007 season, and is seeking to license such rights to these distributors. These representations (and any affiliation agreements entered into based upon these representations) evidence a serious and material breach of Comcast SportsNet's contractual rights, including but not limited to the exclusive negotiating rights referenced above.

We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Mr. James Asel
Occidental Sunscape Apartments
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 303.697.2217
AND OVERNIGHT MAIL**

Mr. Brian Shirk
VP/COO
Rapid Cable
19336 Goddard Ranch Court
Ste. 220
Morrison, CO 80465

Dear Mr. Shirk,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

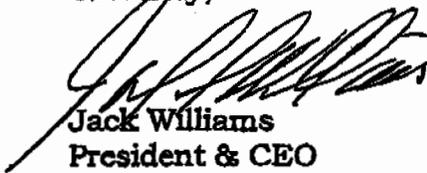
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Mr. Brian Shirk
Rapid Cable
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 609-734-3791
AND OVERNIGHT MAIL**

Ms. Barbara Herbs
SVP of Product Management
RCN Corporation (Starpower)
105 Carnegie Center
Princeton, NJ 08540-6215

Dear Ms. Herbs,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

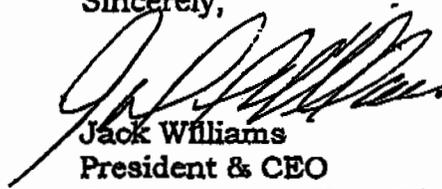
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We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Ms. Barbara Herbs
RCN Corporation (Starpower)
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 276.452.2447
AND OVERNIGHT MAIL**

Mr. Dan Odem
General Manager
Scott Telecomm and Electronics
125 Woodland Street
PO Box 489
Gate City, VA 24251-0489

Dear Mr. Odem,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

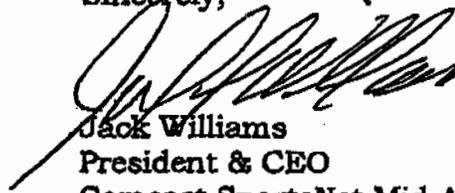
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Mr. Dan Odem
Scott Telecomm and Electronics
April 21, 2005
Page 2

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Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-6290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (540) 984-4920
AND OVERNIGHT MAIL**

Mr. David Ferguson
Vice President- Operations
Shenandoah Cable Television Company
124 S. Main Street
Edinburg, VA 22824

Dear Mr. Ferguson,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

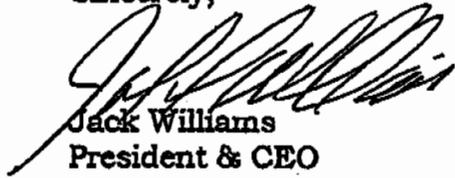
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Mr. David Ferguson
Shenandoah Cable Television Company
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
General Counsel (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-6290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - (717) 771-1439
AND OVERNIGHT MAIL.**

Mr. Dan Templin
VP of Marketing and Programming
Susquehanna Cable Company
221 West Philadelphia St.
West Building, 3rd Floor
York, PA 17404

Dear Mr. Templin,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

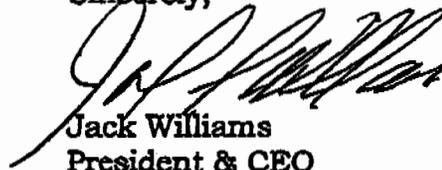
It has come to our attention that an entity referred to as Mid-Atlantic Sports Network ("MASN") and controlled by the Orioles, is making representations to multi-channel video distributors that it has acquired the rights to exhibit on local pay television the major league baseball games of the Baltimore Orioles beginning in the 2007 season, and is seeking to license such rights to these distributors. These representations (and any affiliation agreements entered into based upon these representations) evidence a serious and material breach of Comcast SportsNet's contractual rights, including but not limited to the exclusive negotiating rights referenced above.

We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Mr. Dan Templin
Susquehanna Cable Company
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)



3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

April 21, 2005

**VIA FACSIMILE - 212-597-282/8
AND OVERNIGHT MAIL**

Mr. Terry Denson
Executive Director
Verizon
1095 Avenue of the Americas
New York, NY 10036

Dear Mr. Denson,

Comcast SportsNet Mid-Atlantic ("Comcast SportsNet") owns the rights to produce and exhibit on local pay television the major league baseball games of the Baltimore Orioles through the end of the 2006 season. As part of the agreement by which Comcast SportsNet acquired these television rights, it also acquired the exclusive right until November 1, 2005 to negotiate an extension of this agreement or a new agreement, among other valuable consideration.

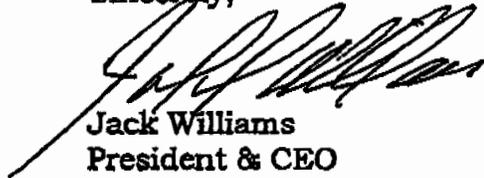
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We have today notified Major League Baseball and the Baltimore Orioles of this serious breach of our legal rights, and have instituted legal action against them to redress the blatant disregard for and interference with these and other rights.

Mr. Terry Denson
Verizon
April 21, 2005
Page 2

By this letter, we are putting you on notice that Comcast SportsNet reserves all avenues of recourse to enforce and protect its contractual rights to the fullest extent permitted by law.

Sincerely,



Jack Williams
President & CEO
Comcast SportsNet Mid-Atlantic

cc: Peter Angelos (by facsimile)
Robert A. DuPuy (by facsimile)
John Cullina, Associate General Counsel (by facsimile)

EXHIBIT 24



David L. Cohen
Executive Vice President

Comcast Corporation
1500 Market Street, 35th Floor
Philadelphia, Pa 19102-2148
215.881.7865 Tel
215.881.7948 Fax
david_cohen@comcast.com

April 21, 2005

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1
1
1
1

Re: Comcast Corporation/Washington Nationals

Dear [REDACTED]

Thank you for giving me some time to talk with you today regarding the Washington Nationals and their television broadcasting rights.

As we discussed, while we are as excited as anyone else that baseball is back in Washington, and while we are proud of our role as a member of the Washington business community in supporting the city's efforts to bring the Nationals to Washington, we have serious concerns with the extremely unusual arrangement that Major League Baseball has made with the Baltimore Orioles and Peter Angelos relating to the Nationals' (and the Orioles) local television rights. By effectively giving control over the Nationals' local television rights to the Orioles and Mr. Angelos, Major League Baseball has disadvantaged the Nationals, their fans, DC area taxpayers, and Comcast and our customers.

As you will read, we believe that the new (unnecessary) regional sports network created by Major League Baseball and the Orioles violates the rights that Comcast SportsNet has in its existing agreement with the Orioles. We have filed suit today in Maryland state court to protect those rights. A summary of that lawsuit is attached to this letter, and we will hand deliver a copy of the full complaint to you tomorrow.

We regret that Major League Baseball and the Orioles have put us in the position of having to air our disputes publicly, but we do need to protect our rights. We appreciate your listening to us and would be happy to answer any questions or respond to any concerns that you may have.

Sincerely,

David L. Cohen
Executive Vice President

COMCAST LAWSUIT EXECUTIVE SUMMARY

- Comcast SportsNet Mid-Atlantic ("CSN") today initiated legal action against the Baltimore Orioles and its controlled affiliate TCR Sports Broadcast Holding, L.L.P. ("TCR"), Major League Baseball ("MLB") and Mid-Atlantic Sports Network ("MASN") in the Circuit Court for Montgomery County, Maryland.
- CSN currently owns the rights to produce and exhibit on local pay television Baltimore Orioles games through the end of the 2006 season. These rights are set forth in a 1996 Agreement between the Orioles (by TCR) and CSN (then named Home Team Sports). MLB is fully aware of the terms of the 1996 Agreement because it was reviewed and approved by MLB in 1996. Comcast acquired HTS in 2000.
- The 1996 Agreement also grants CSN the exclusive right to negotiate until November 1, 2005 with the Orioles regarding an extension to the 1996 Agreement or a new agreement for future television rights, and in the event that no such agreement is reached, the right to match any agreement reached between the Orioles and a third party regarding the license of future local pay television rights to Orioles games. In particular, Section 16 of the 1996 Agreement expressly provides that:

Prior to the last year of the Term, [CSN] has the right to negotiate exclusively and during the last year nonexclusively for an extension of this Letter Agreement or a new agreement. If Owner and [CSN] do not reach an agreement and Owner thereafter receives a bona fide written offer from a third party for the telecast rights for the games of the Team, Owner shall promptly forward such offer to [CSN] and [CSN] shall have the right to match such offer within thirty (30) days thereafter and obtain the offered rights.

- As part of the reported resolution of the Baltimore Orioles' public dispute with MLB regarding MLB's relocation of the Montreal Expos to Washington, D.C., the Orioles and MLB reportedly have agreed, among other things, to establish a joint venture to jointly market the local pay television rights to Orioles and Nationals games. This venture reportedly has licensed the local pay television rights to a newly created local sports network named Mid-Atlantic Sports Network (MASN), which is 90% owned and totally controlled by the Orioles. The Orioles' interest in MASN reportedly was part of the consideration received by the Orioles to resolve its dispute with MLB.
- MASN has represented to local multi-channel media distributors, including Comcast, that it owns the Orioles' local pay television rights beginning in 2007 and in perpetuity thereafter, and the Nationals' local pay television rights for the current 2005 season and in perpetuity thereafter. MASN has made such representations as part of its efforts to license the distribution of MASN on local cable and satellite television systems.
- The reported license of local pay television rights by the Orioles to a joint venture between the Orioles and MLB and/or MASN constitutes a blatant breach of and disregard for (1) CSN's right to exclusively negotiate through November 1, 2005 an extension to the 1996 Agreement or a new agreement for television rights beginning with the 2007 season, and (2) CSN's right to match any agreement reached between the Orioles and a third party regarding the future local pay television rights to Orioles games beginning with the 2007 season. These breaches have caused CSN significant harm.
- Because MLB was on notice of CSN's rights as set forth in the 1996 Agreement, its participation, as owner of the Nationals, in the creation of the joint venture and MASN, and its knowledge and approval of the actions taken by MASN described above, constitute tortious interference with CSN's contractual rights. MASN, an entity majority owned and

controlled by the Orioles and minority owned by MLB, also had knowledge of CSN's contractual rights at the time it took actions to interfere with those rights.

- Today's action seeks equitable relief and monetary damages as a result of the Orioles' (and TCR's) breach of the 1996 Agreement, and equitable relief and monetary damages (including punitive damages) against MLB and MASN for their tortious interference with CSN's rights under the agreement.

EXHIBIT 25

Comcast SportsNet

3601 South Broad Street • Philadelphia, PA 19148-5290

Jack L. Williams
President & CEO

May 9, 2005

BY FACSIMILE -- 310/535-5416
AND OVERNIGHT MAIL

Michael Thornton
Sr. Vice President
DirecTV
2230 East Imperial Highway
El Segundo, California 90245

Re: MASN Agreement

Dear Mr. Thornton:

According to recent news reports, DirecTV reached a carriage agreement last week with the Mid-Atlantic Sports Network ("MASN"). This agreement, if it includes the distribution rights to any future Baltimore Orioles games, evidences serious, intentional and actionable interference with Comcast SportsNet Mid-Atlantic, L.P.'s ("CSN") contractual rights.

On April 21, 2005, CSN advised DirecTV that it had filed a breach of contract and tortious interference lawsuit against, among other defendants, the Baltimore Orioles, MASN, and Major League Baseball. Through that correspondence, CSN also put DirecTV on notice that CSN owns the local pay television rights to Orioles games through the 2006 season, and that CSN also owns the exclusive right until November 1, 2005 to negotiate a contract extension, and the right to match any agreement reached with a third party after that date.

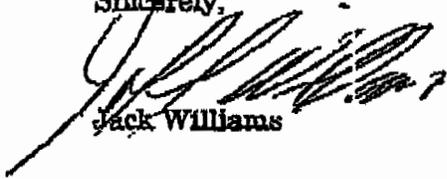
CSN is aware that MASN has been marketing its purported ownership of the rights to Orioles games beginning with the 2007 season. It is our understanding that MASN's offer to multi-channel video distributors is for both

Mr. Michael Thornton
May 9, 2005
Page 2

Orioles and Washington Nationals games, as MASN has approached Comcast with a draft carriage term sheet that includes both Orioles and Nationals telecasts. We therefore assume that MASN similarly has offered to DirecTV a carriage agreement that includes the rights to future Baltimore Orioles games.

CSN intends to protect its contractual rights to the fullest extent permitted by law. Please immediately advise as to whether or not DirecTV's reported carriage agreement with MASN includes the distribution rights to any future Baltimore Orioles games. We look forward to your response.

Sincerely,



Jack Williams

cc: Robert Whitelaw
Peter G. Angelus
Robert A. DuPuy

EXHIBIT 26

LAW OFFICES

William H. Murphy, Jr. & Associates, P.A.

12 WEST MADISON STREET
BALTIMORE, MARYLAND 21201
OFFICE: (410) 539-6500
FAX: (410) 539-6599

May 13, 2005

John M. Quinn, Esq. (via facsimile no.: 301-762-7691 and regular mail)
Michael L. Rowan, Esq.
Ethridge, Quinn, McAuliffe, Rowan & Hartinger
33 Wood Lane
Rockville, Maryland 20850

Robert B. Barnett, Esq. (via facsimile no.: 202-434-5029 and regular mail)
J. Alan Galbraith, Esq.
John E. Schmittlein, Esq.
Williams & Connolly LLP
725 Twelfth Street, NW
Washington, DC 20005

Re: Comcast Sportsnet Mid-Atlantic, L.P. v. Baltimore Orioles, L.P., et al.

Gentlemen:

This office represents TCR Sports Broadcasting Holding, LLP ("TCR") d/b/a Mid-Atlantic Sports Network ("MASN").

You have filed a complaint on behalf of your client, Comcast Sportsnet Mid-Atlantic, LP, ("CSN") in the Circuit Court for Montgomery County against, among others, TCR and MASN. The complaint alleges that TCR breached ¶16 of the 1996 Agreement by and between TCR and CSN (which you allege is the successor in interest to HTS). Paragraph 16 of the 1996 Agreement provides as follows:

"Right to Match. Prior to the last year of the Term, [CSN] has the right to negotiate exclusively and during the last year nonexclusively for an extension of this Letter Agreement or a new agreement. If Owner [TCR] and [CSN] do not reach an agreement and Owner [TCR] thereafter receives a bona fide written offer from a third party for the telecast rights for the games of the Team, Owner [TCR] shall promptly forward such offer to [CSN] and [CSN] shall have the right to match such offer within thirty (30) days thereafter and obtain the offered rights. In order to allow for a fair comparison of offers, Owner

John M. Quinn, Esq.
Michael L. Rowan, Esq.
Robert B. Barnett, Esq.
J. Alan Galbraith, Esq.
John E. Schmidlein, Esq.
May 13, 2005
Page 2

[TCR] agrees to entertain only those offers for the rights for the games of the Team which are for a fixed term of no less than three (3) years and in which all elements are reasonably reducible to a cash value, matchable in cash, and reasonably related to the grant of rights therein. This provision will survive expiration of this Letter Agreement.”

As you know, the term “Owner” is a defined term in the 1996 Agreement, i.e., “Owner” means TCR. Thus, ¶16 applies only to a sale or transfer of telecast rights (within the meaning of ¶16) from TCR to a “third party”. If there is no bonafide offer from a “third party”, then CSN has no “right to match”.

There has been no offer made by a “third party” to TCR. There has been no sale or transfer of “telecast rights” (within the meaning of ¶16) by TCR to any third party.

Your complaint alleges that TCR has committed a breach of the exclusive negotiation provisions and the right to match provisions because TCR “negotiated... with MASN” (Complaint ¶44) and that TCR failed to provide CSN for the right to match MASN’s offer to TCR (Complaint ¶45),

Presumably you and your client performed the due diligence required by Maryland Rule 1-341 before filing this complaint which would include checking the records of the Maryland State Department of Taxations and Assessment (“SDAT”) before filing this lawsuit. Specifically, we assume you checked the SDAT records before alleging in ¶17 of the Complaint that “Defendant MASN, upon information and belief, is organized under the laws of, may be found in, transacts business in, performs services in, has agents in and/or derives substantial revenue from the State of Maryland.” (emphasis added)

Had you performed your due diligence, you would have discovered that the SDAT records establishes that MASN is not a joint venture between TCR and anyone else; that MASN is not a separate legal entity; and that MASN is not “organized under the laws of...the State of Maryland”, and that MASN is merely a trade name being used by TCR.

Attached is a copy of the trade name application and trade name approval sheet which is on file with SDAT and available for inspection at their offices and, in fact, available for inspection at SDAT’s website.

John M. Quinn, Esq.
Michael L. Rowan, Esq.
Robert B. Barnett, Esq.
-J. Alan Galbraith, Esq.
John E. Schmidlein, Esq.
May 13, 2005
Page 3

In short, MASN is merely a trade name under which TCR operates some of its business. Thus, it is clear that the gravamen of your complaint as expressed in paragraphs 44 and 45 of the Complaint are wholly without foundation.

It is ludicrous to claim that TCR negotiated or reached an agreement with MASN which is simply TCR's trade name. How can TCR "negotiate" with itself? Thus, the allegations of your Complaint are frivolous and not based on any facts. More important, these facts should have been known to you before you filed your complaint on April 21, 2005, since the MASN trade name application was filed and approved on April 7, 2005.

It is most disturbing that since the filing of the lawsuit, CSN and its parent Comcast Corporation have used the pendency of this lawsuit to attempt to chill TCR's legitimate business operations and to force TCR to incur losses.

For example, CSN has written over 150 letters to discourage multi-channel television distributors ("MCTD") from entering into contracts or negotiating for or considering carriage of the Washington Nationals baseball games as well as considering carriage of the Orioles baseball games on a non-exclusive basis after the 2006 season.

Similarly, Comcast Corporation, the parent corporation of CSN, has widely disseminated letters to Congress and others and has widely disseminated misinformation about the lawsuit and created widespread publicity about this lawsuit to chill discussions among MCTDs and TCR with respect to broadcasting Nationals and Orioles games (after 2006).

These letters, publicity and misinformation has caused, and will continue to cause, harm to TCR.

Your Complaint clearly admits that CSN, or its parent, Comcast Corporation, was offered the same term sheet containing the same rights to televise, on a non-exclusive basis, present Washington National games and post 2006 Orioles games as TCR offered to other MCTD's. (Complaint ¶42) Indeed, your client is aware and you must be aware that TCR and CSN engaged in extensive, exclusive negotiations in 2001 – 2002 for over eighteen months which bore no fruit. Yet, you allege that TCR has refused to negotiate with CSN.

It is obvious that CSN and Comcast are using the judicial process of the Montgomery County Circuit Court to accomplish an improper business purpose with intent to cripple TCR's legitimate goals and business interests including, but not limited to, televising the Washington Nationals baseball games to as wide a public as possible

John M. Quinn, Esq.
Michael L. Rowan, Esq.
Robert B. Barnett, Esq.
J. Alan Galbraith, Esq.
John E. Schmidlein, Esq.
May 13, 2005
Page 4

and, after 2006 to offer non-exclusive affiliate agreements for Oriole games to multiple MCTDs.

Whether or not you or your client were aware of the facts when you filed the false allegations contained in your Complaint, you are now aware of the facts and, most specifically, you are aware that MASN is not a "third party" within the meaning of ¶16 of the 1996 Agreement and, indeed, that MASN is not even a legal entity.

Maryland Rule 1-341 requires immediately dismissal of this frivolous lawsuit. Time is of the essence.

I am authorized to state that Arnold Weiner and the law firm of Weiner and Weltchek and Albert Brault of and the law firm of Brault Graham who represent Baltimore Orioles LP, join in this letter.

Please govern yourself accordingly.

Very truly yours,



William H. Murphy, Jr.

WHMJR/par

Enclosures

cc: Arnold Weiner, Esq. (via facsimile no.: 410-769-8811)
Barry Gogel, Esq. (via facsimile no.: 410-769-8811)
Albert Brault, Esq. (via facsimile no.: 301-424-7991)
Mary K. Braza, Esq. (via facsimile no.: 414-297-4900)

TRADE NAME APPLICATION

TRADE NAME: Mid-Atlantic Sports Network

ADDRESS(ES) WHERE NAME IS USED: 333 West Camden Street, Baltimore, Maryland 21201

FULL LEGAL NAME OF OWNER OF BUSINESS USING THE TRADE NAME: A04458733

TCR Sports Broadcasting Holding, LLP -

If the owner is an individual or general partnership, does it have a personal property account (an "L" number)? YES NO

If YES, what is that number? L _____

If NO, see instruction 7.

ADDRESS OF OWNER: 333 West Camden Street, Baltimore, Maryland 21201

ZIP:

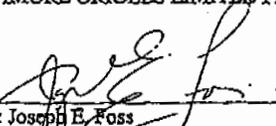
DESCRIPTION OF BUSINESS: Sports and entertainment broadcasting and related products and services

I AFFIRM AND ACKNOWLEDGE UNDER PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TCR SPORTS BROADCASTING HOLDING, LLP

CUST ID:0001594655
WORK ORDER:0001037693
DATE:04-07-2005 03:13 PM
AMT. PAID:\$75.00

By: Its Managing Partner,
BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: 
Name: Joseph E. Foss
Title: Vice Chairman & Chief Operating Officer of Baltimore Orioles, Inc.,
General Partner of Baltimore Orioles Limited Partnership

TRADE NAME APPROVAL SHEET

** EXPEDITED SERVICE **

** KEEP WITH DOCUMENT **



1000361991178819

ID # T00221669 ACK # 1000361991178819
 LIBER: B00785 FOLIO: 1316 PAGES: 0002
 MID-ATLANTIC SPORTS NETWORK

04/07/2005 AT 03:13 P WO # 0001037693

TRANSACTION TYPE	FEES REMITTED
TN - Trade Name Registration	<u>25</u>
TA - Amendment	_____
TA1 - Amendment Owner Added	_____
TA2 - Amendment Owner Deleted	_____
TA3 - Amendment Owner Name Change	_____
TA4 - Amendment Location Added	_____
TA5 - Amendment Location Deleted	_____
TA6 - Amendment Location Changed	_____
TC - Cancellation	_____
TR - Renewal	_____
Expedited Fee	<u>50</u>
_____ Certified Copies	_____ Copy Fee: _____
_____ Certificates	_____ Certificate of Fact Fee: _____
	TOTAL FEES: <u>75</u>

NO FEE TRANSACTION TYPES

- 99T - Departmental Action
- 99TA - Departmental Action - Name Change
- 220T - Void Non-Payment
- 220TA - Departmental Action - Amendment
- 220TA1 - Departmental Action - Owner Added
- 220TA2 - Departmental Action - Owner Deleted
- 220TA3 - Departmental Action - Owner Name Change
- 220TA4 - Departmental Action - Location Added
- 220TA5 - Departmental Action - Location Deleted

Code 193
 Attention: Robert Starrell
 Mail to Address: _____

Credit Card _____ Check Cash _____

_____ Documents on _____ Checks

Approved By: 012

Keyed By: _____

COMMENT(S):

Stamp Work Order and Customer Number HERE

CUST ID: 0001594655
 WORK ORDER: 0001037693
 DATE: 04-07-2005 03:13 PM
 AMT. PAID: \$75.00

EXHIBIT 27

DAVID POVICH
 STEVEN M. UMIN
 JOHN W. VARDAMAN
 PAUL MARTIN WOLFF
 J. ALAN GALBRAITH
 JOHN G. KESTER
 WILLIAM E. MCDANIELS
 BRENDAN V. SULLIVAN, JR.
 RICHARD M. COOPER
 GERALD A. FEFFER
 ROBERT P. WATKINS
 JERRY L. SHULMAN
 ROBERT B. BARNETT
 DAVID E. KENDALL
 GREGORY B. CRAIG
 JOHN J. BUCKLEY, JR.
 TERRENCE O'DONNELL
 DOUGLAS R. MARVIN
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 PHILIP J. WARD

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 MICHAEL S. SUNDERMEYER
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725 TWELFTH STREET, N.W.

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(202) 434-5000

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OF COUNSEL
 VINCENT J. FULLER
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 JACQUELINE R. MATLAND

May 19, 2005

BY FACSIMILE AND FIRST CLASS MAIL

William H. Murphy, Jr., Esq.
 William H. Murphy, Jr. & Associates, P.A.
 12 West Madison Street
 Baltimore, Maryland 21201

Re: **Comcast SportsNet Mid-Atlantic, L.P. v. Baltimore Orioles, L.P., et al., C.A. No. 260751-V.**

Dear Mr. Murphy:

I write to respond to your letter of May 13, 2005.

Plaintiff disagrees that the Complaint in the above-referenced action is "wholly without foundation," "frivolous" and "not based on facts" as asserted in your letter. Your assertion that "Maryland Rule 1-341 requires immediate dismissal of this frivolous lawsuit" also is without merit, as is your assertion that Plaintiff and Comcast Corporation "are using the judicial process of the Montgomery County Circuit Court to accomplish an improper business purpose." We hope that the future litigation of this matter will not involve the sorts of personal attacks and inflammatory rhetoric contained in your letter.

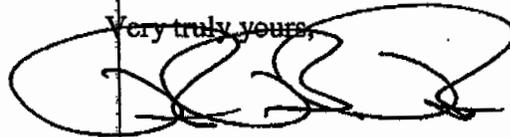
As you well know, cases are not won or lost by protracted lawyer letter-writing campaigns. Accordingly, we do not believe it necessary or productive to respond to all of the statements and allegations in your letter. Suffice to say that Plaintiff believes that the evidence in this case will confirm what Defendant Major League Baseball has publicly stated and what has been widely reported in the local and national news media – specifically that as part of the resolution of the Orioles' threats to block the Montreal Expos baseball franchise from moving to Washington, D.C., a new "joint venture" or business was (or will be) created to operate a new local sports network, that this network is owned or effectively economically owned in part by Major League Baseball and/or the Washington Nationals, and that this network owns the future

WILLIAMS & CONNOLLY LLP
William H. Murphy, Jr., Esq.
May 19, 2005
Page 2

local pay television rights to Orioles games. Moreover, Plaintiff will demonstrate that Defendants knew that Plaintiff had contractual rights to negotiate to extend their agreement to televise Orioles games beyond the 2006 season, that such rights could not be voided through a corporate shell game or other "form over substance" subterfuge, that the parties' intentions and prior dealings regarding such rights support Plaintiff's claims, and that Defendants engaged in a concerted and improper scheme to frustrate and prevent Plaintiff from exercising its rights. To clarify our claims in this regard, we will be filing an Amended Complaint on or before next Tuesday, May 24.

Last, Plaintiff agrees that "time is of the essence" in light of certain Defendants' attempts to negotiate contracts for the telecasting of future Orioles games that Plaintiff contends it should have the opportunity to telecast on its own network. In this regard, we do not want any motions practice with respect to Plaintiff's Amended Complaint to delay the commencement of document discovery in this case. Accordingly, we have enclosed a draft protective order that we propose submitting to the Court to facilitate the expeditious conduct of discovery in this case. Please let us know by May 24 whether Defendants consent to the entry of this protective order, or whether Defendants have suggested modifications that we may consider promptly.

Very truly yours,



Robert B. Barnett

Enclosure

cc: Arnold Weiner, Esq. (by facsimile and first class mail)
Albert Brault, Esq. (by facsimile and first class mail)
Mary K. Braza, Esq. (by facsimile and first class mail)
John M. Quinn, Esq. (by facsimile and first class mail)
Michael L. Rowan, Esq. (by facsimile and first class mail)

EXHIBIT 28

From: David Gluck [dgluck@masn.tv]
Sent: Friday, May 13, 2005 10:00 AM
To: Alan_Dannenbaum@cable.comcast.com; Matt_bond@cable.comcast.com
Cc: wyche@bortz.com
Subject: MASN



Comcast Term
Sheet 51305.doc

Matt and Alan:: it has been a few weeks since we last talked, and some interesting events have transpired since that time. We at MASN assume that Comcast has some interest in carrying the Nationals games, and therefore I am attaching a revised proposal for the carriage of MASN for your consideration. Please do not hesitate to call me at 214.415.3846 with any your questions or comments. I will follow up with you after the week end. Regards, David Gluck

TERM SHEET

FOR CARRIAGE OF MID-ATLANTIC SPORTS NETWORK ("MASN")

between

TCR Sports Broadcasting Holding, L.L.P. ("TCR"), dba MASN

and

Comcast Corporation ("Comcast")

COMMENCEMENT DATE: _____, 2005

TERM OF AGREEMENT: Commencement Date through March 31, 2011. Comcast will launch all systems within the Washington and Baltimore DMA's and within the states of Virginia and Maryland (each, a "System", and collectively, the "Systems"). Renews automatically for 5 year period unless either party provides 6 months' prior notification of intent not to renew.

MASN PROGRAMMING: **Channel 1:** 2005: 60 live Nationals games in the Washington, DC DMA inner market counties (subject to pro rata reduction from beginning of 2005 MLB season to Commencement Date; and 150 Nationals games in the remainder of the MASN Territory (subject to pro rata reduction from beginning of 2005 MLB season to Commencement Date). See attached map of MASN Territory.

2006 through 2011: Minimum of 120 live Nationals games in the Washington, DC DMA inner market counties (150 live Nationals games in remainder of the MASN Territory); plus local, regional and national sporting events, sports related programming, and local, regional, and national sports news, and public service programming

[The rights to Baltimore Orioles games for the 2007 season and beyond are the subject of litigation now pending in the Circuit Court for Montgomery County, Maryland. Plaintiffs in that case claim the exclusive right to Orioles games in 2007 and beyond. Plaintiffs' claims have been rejected and denied by the Orioles and TCR. Assuming resolution of the litigation in the Orioles and TCR's favor, TCR will provide Orioles games to Comcast for the 2007 season through the remainder of the Term set forth herein, as follows:

2007 through 2011: *Minimum of 170 live Nationals and Orioles games, in the aggregate, plus local, regional and national sporting events, sports related programming, and local, regional, and national sports news, and public service programming.*

Channel 2: *Starting April 2007. Conflict games - approximately 130 per season (subject to blackout of 30 games of the Nationals, and Orioles games, being carried on OTA TV in the Washington, DC DMA inner market counties, and in the Baltimore DMA inner market counties, respectively).]*

CARRIAGE OF MASN: Channel 1: Initially, the Service shall be Washington Nationals games only (plus pre-and post game shows if produced by MASN). Commencing January 1, 2007, or at MASN's election upon prior notice to Comcast, March 1, 2006, the Service shall be full time (24/7). The Service shall be carried on each System at all times without alteration, editing, or delay, on one channel designated by each such System, only on the first or second most highly penetrated level of video

Affiliate Term Sheet
Page 2

service on each System (i.e., basic or expanded basic), but in any event such level of video service must be received by at least seventy five percent (75%) of the total number of each System's television subscribers (i.e., those subscribers receiving any video programming service(s) from such System).

[If Orioles games are available in 2007:

Channel 1 shall be carried on each System at all times without alteration, editing, or delay, on one channel designated by Comcast, only on the first or second most highly penetrated level of video service on each System (i.e., basic or expanded basic), but in any event such level of video service must be received by at least seventy five percent (75%) of the total number of each System's television subscribers (i.e., those subscribers receiving any video programming service(s) from such System).

Channel 2: The conflict games shall be carried on one channel designated by each System on basic or expanded basic (or comparably penetrated level of video service).]

In the event that "a la carte" or "tiered" packaging becomes mandated by law, or permissible notwithstanding what the parties hereto may agree upon, MASN will have the right to terminate this agreement.

RATE CARD:

The Service with Nationals Only:

Inner Market				
Service Region 1:				
DC Inner	\$0.71 ²	\$1.25 ⁴	\$1.25 ⁴	\$1.31 ⁴
Service Region 2:				
Baltimore Inner	\$1.18 ³	\$1.35 ³	\$1.35 ³	\$1.42 ³
Service Region 4:				
Extended Inner	\$0.65 ³	\$0.76 ³	\$0.76 ³	\$0.80 ³
Service Region 5:				
Extended DC Inner	\$0.39 ²	\$0.70 ⁴	\$0.70 ⁴	\$0.74 ⁴
Service Region 6:				
North Carolina	\$0.03 ²	\$0.03 ³	\$0.20 ³	\$0.21 ³
Outer Market⁵	N/A	N/A	\$0.03	\$0.03

- ¹ See attached MASN Service Regions
- ² 60 Nationals Games (prorated based upon actual Commencement Date)
- ³ 150 Nationals Games (prorated in Year 1 based upon actual Commencement Date)
- ⁴ 120 Nationals Games
- ⁵ Outer Market refers to the remainder of the United States. Professional games and other programming subject to blackout and other territorial restrictions

[The Service if Orioles games are available starting in 2007:

Affiliate Term Sheet
Page 3

<i>Service Region</i>	<i>Monthly Base Rate per Service Subscriber</i>	
Inner Market:		
Service Region 3: DC/Baltimore Inner	\$2.38⁶	\$2.50⁶
Service Region 4 Extended Inner	\$1.31⁷	\$1.38⁷
Service Region 5: Extended DC Inner	\$1.20⁶	\$1.26⁶
Service Region 6: North Carolina	\$0.61⁷	\$0.64⁷
Outer Market	\$0.04	\$0.05

⁶ 270 Nationals and Orioles games in total

⁷ 300 Nationals and Orioles games in total]

The term "Year" as used above shall mean each twelve month period commencing each April 1 of the Term and ending the next March 31 (except for Year 1, which shall be from the Commencement Date through March 31, 2006). For each Year after Year 4, the increase for each Service Region shall be 5% over the prior Year's Base Rate.

In the event of a work stoppage (i.e., strike or lock out) and the number of professional team games is reduced below the guaranteed levels, Comcast shall be entitled to a 75% reduction in the Monthly Base Rate per Service Subscriber.

**SURCHARGE
EVENTS:**

Upon reasonable notice MASN may charge a surcharge for (i) additional live games from one or more NBA or NHL team; (ii) live MLB play-off games, (iii) live NFL games, and/or (iv) a package of Atlantic Coast Conference men's basketball games (each, an "Additional Event"). Any surcharge shall reflect MASN's actual gross costs of acquisition, production, and delivery of such Additional Events, plus a reasonable rate of return, which shall be applied to Comcast on a pro rata basis in each Service Region, based upon the number of all other distributors' subscribers within the applicable Service Region.

AD TIME:

2 minutes per hour of MASN Programming (exclusive of infomercials and similar paid programming); provided, however, that during any MLB games, such inventory shall be 3 minutes per game, plus :90 in the adjacency at the beginning of each game telecast and :90 in the adjacency at the end of each Game. Comcast shall at all times comply with MASN's reasonable standards and restrictions with respect to content and quality of its advertising.

MFN

Comcast shall be entitled to Most Favored Nations protection for per service subscriber rates, surcharge pricing, level of carriage, amount and nature of MASN programming, VOD, HD, and interactive programming, and other material economic terms and conditions.

OTHER:

Any and all rights in and to the Service and Service programming, and the distribution thereof, not expressly granted to Comcast herein, are hereby reserved to MASN.

LEAGUE RESTRICTIONS:

This agreement (and the long form agreement contemplated by the parties) shall be subject to (i) the constitution, by-laws, rules, regulations, and agreements of MLB (including that certain agreement between MLB and TCR, et al, dated as of March 28, 2005), and to the

Affiliate Term Sheet
Page 4

extent applicable, the NBA, the NHL, NCAA, and NFL, and (ii) territorial or distribution restrictions of programming providers to the Network.

CONFIDENTIALITY:

The parties agree to keep the terms of this agreement confidential, except for disclosure required by law or as necessary to perform or enforce this agreement.

EXHIBIT 29

- 1 You Will Be The Best All Star
- 2 SportsCenter On NBC Football
- 3 Redskins: Hines Chaney Is 17...



United vs. MetroStars
 Sunday at 6:00pm
 on Comcast SportsNet

SportsNite

SHOWS TALENT TV LISTINGS MULTIMEDIA COMMUNITY CONTEST CONTACT

comcast

CONTACT

- ORIOLES**
- WIZARDS**
- CAPITALS**
- D.C. UNITED**
- REDSKINS**
- RAVENS**
- MYSTICS**
- NCAA**

Send Correspondence and Other Inquiries to:

Comcast SportsNet
 7700 Wisconsin Avenue, Suite 200
 Bethesda, MD. 20814
 Phone number: (301) 718-3200

viewermail@comcastsportsnet.com

Frequently Asked Questions

Who owns Comcast SportsNet?

Comcast SportsNet is owned by Comcast Corp.

How can I watch Comcast SportsNet?

Comcast SportsNet is available on cable systems throughout the mid-Atlantic states, and through all major satellite services.

On what cable channel can I find Comcast SportsNet in my area?

- [Delaware](#)
- [Maryland](#)
- [Pennsylvania](#)
- [Virginia](#)
- [Washington, DC](#)
- [West Virginia](#)

How can I find out what's playing on Comcast SportsNet?

Check out the Programming Schedule on our website (www.ComcastSportsNet.com) for complete program listings.

Can I purchase tapes of Comcast SportsNet programming?

Comcast SportsNet programming is not available for purchase as the network does not own rights to redistribute professional team programming.

Is Comcast SportsNet merchandise available for sale to the public?

comcast

POLL

What Will The Standings Look Like At The All Star Break?

- Nationals In First Place
- Orioles In First Place
- Both In First Place
- Neither In First Place



Welcome to Comcast SportsNet

We will make limited quantities of Comcast SportsNet premium items available in the months to come, but none is available at this time.

How do I get a signed photo of my favorite Comcast SportsNet on-air personality?

Requests for signed photos should be in writing, and should include the following:

Your Name
On-air personality's name
Name to appear on the photo
Address to which the photo should be sent

Requests should be sent to:

Photo Requests
Comcast SportsNet
7700 Wisconsin Avenue
Bethesda, MD 20814

How do I request a Comcast SportsNet on-air personality to participate in my upcoming event?

All requests for on-air talent appearances need to be in writing, and appear on organization letterhead. The request should include:

Name of your organization
Contact name and daytime phone number
Date, time and location of your event
Description of your event
Scope of on-air personality's role

Requests should be sent to:

Appearance Requests
Comcast SportsNet
7700 Wisconsin Avenue
Bethesda, MD 20814

How do I get a tour of Comcast SportsNet's studios?

Because of limited space and the high number of in-studio, original programs Comcast SportsNet produces, we regrettably are not able to hold regular tours of our facilities.

Why are there blackouts of Orioles/Wizards/Capitals games on satellite?

Comcast SportsNet does not control the distribution of Orioles/Wizards/Capitals games outside of Comcast SportsNet's broadcast territory. There are two ways to see Comcast SportsNet's Orioles/Wizards/Capitals broadcasts outside of Comcast SportsNet's broadcast territory:

1. DirectTV- DirectTV offers special out-of-market packages (MLB Extra Innings, NBA League Pass and NHL Center Ice) that include many of the games broadcast on Comcast SportsNet 2. Your Cable Provider: Some cable providers offer outer market baseball, hockey and basketball packages. Please note, if you are getting our games via a special outer market package, some games may still be subject to blackouts. For more information go to DirectTV's website at www.directv.com and go to the Sports Blackouts Information section or call 1-800-DIRECTV (1-800-347-3288) or contact your local cable provider.

How can I find out what career opportunities are available at Comcast SportsNet?

Click on the link that is located on the bottom of the front page of www.comcastsportsnet.com.

Welcome to Comcast SportsNet

SPORTS AND STEROIDS

PERFORMANCE ENHANCING DRUGS IN SCHOOLS

JUNE 11
9 PM

This site is best viewed at 1024x768 resolution using [Internet Explorer 5.5](#) or [FireFox 1.0](#) or later.
(Apple Safari users may not be able to view XML popup sport statistics - Firefox is recommended for MacOS)

[Contact Comcast SportsNet](#) • [Employment Opportunities](#)

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Tee Time At The Booz Allen Classic
SportsNite O's, Nats Previews
Orioles vs. Pirates Chen vs. Wells



United vs. MetroStars
Sunday at 6:00pm
on Comcast SportsNet

SportsNite

HOME NEWS TALENT TV LISTINGS MULTIMEDIA COMMUNITY CONTEST CONTACT

comcast

TV LISTINGS

REGULAR SPORTS
5:00 PM SportsNite
7:30 PM Rays Game Live

ORIOLES



WIZARDS



CAPITALS



D.C. UNITED



REDSKINS



RAVENS



MYSTICS



NCAA

comcast

POLL

What Will The Standings Look Like At The All Star Break?

- Nationals In First Place
- Orioles In First Place
- Both In First Place
- Neither In First Place



Comcast SportsNet HDTV is available on the following Comcast Digital Cable systems.

- Comcast- Charles County
- Comcast- Baltimore County*
- Comcast - Harford County
- Comcast - Howard County
- Comcast - Annapolis
- Comcast - Anne Arundel County
- Comcast - Gambrills
- Comcast - Calvert County
- Comcast - Prince Frederick
- Comcast - Ft. Meade
- Comcast - DC
- Comcast - Dover, DE
- Comcast - Montgomery County
- Comcast - Prince William
- Comcast - Reston
- Comcast - Quantico
- Comcast- Ft. Belvoir
- Comcast- Manassas
- Comcast - Alexandria
- Comcast- Arlington
- Comcast - Prince George's County
- Comcast - Andrews AFB
- Comcast - Salisbury
- Comcast - Sussex County, DE
- Comcast - Caroline County
- Comcast - Dorchester County
- Comcast - Ocean City

* - Available only in completed Fiber Optic Upgrade areas

Comcast SportsNet HD is also now available on channel 169 on the following Starpower systems:

Washington, DC
Montgomery County, MD
Falls Church, VA

Comcast SportsNet HD is now available on channel 200 in the following areas:

Northern Virginia
Prince George's County
Washington, DC

SPORTS AND STEROIDS
PERFORMANCE ENHANCING DRUGS IN SCHOOLS

JUNE 11
9 PM

This site is best viewed at 1024x768 resolution using [Internet Explorer 5.5](#) or [FireFox 1.0](#) or later.
(Apple Safari users may not be able to view XML popup sport statistics - Firefox is recommended for MacOS)

[Contact Comcast SportsNet](#) • [Employment Opportunities](#)

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Other Comcast SportsNet Cities: [Philadelphia](#) • [Chicago](#) • [Sacramento](#)

Comcast SportsNet In Maryland Systems

LOCATION	CABLE SYSTEM	CHANNEL
Andrews Air Force Base	Comcast Cablevision	31
Annapolis	Comcast Cablevision	54
Baltimore County	Comcast Cablevision	7
Baltimore City	Comcast Cablevision	10
Barton	Adelphia Communications	25
Boone's	Gans Multimedia	23
Cambridge	Comcast Cablevision	30
Carroll County	Adelphia Communications	37
Cedar Ridge	Comcast Cablevision	25
Centerville	Charter Communications	26
Cobb Island	Comcast Cablevision	36
Crisfield	Charter Communications	15
Cumberland	Charter Communications	37
E. New Mkt.	Bay Country	12
Easton	Easton Utilities	42
Elkton	Private Cable Systems	39
Elkton	Comcast Cablevision	27
Frederick	Adelphia Communications	35
Gaithersburg	RCN/Starpower	31
Gambrills	Comcast Cablevision	25
Hagerstown	Antietam Cable TV	46
Hancock	Adelphia Communications	35
Harford	Clearview	38
Harford Co.	Comcast Cablevision	39
Howard County	Comcast Cablevision	26
Millersville	Millenium Digital	37
Montgomery Co.	Comcast Cablevision	45
North Beach	Gans Multimedia	35
Northampton	Comcast Cablevision	37
Ocean City	Comcast Cablevision	55
Perryville	Charter Communications	26
Pocomoke	Comcast Cablevision	25
Prince Frederick	Comcast Cablevision	30
Prince Georges County	Comcast Cablevision	10
Rising Sun	Armstrong Utilities	40
Salisbury	Comcast Cablevision	48
Sharpsburg	Adelphia Communications	37
Waldorf	Comcast Cablevision	36
Western Shore	Gans Multimedia	32
	DIRECTV	629
	Dish Network	424

Comcast SportsNet In Virginia Systems

LOCATION	CABLE SYSTEM	CHANNEL
Accomac	Charter Communications	18
Alexandria	Comcast Cablevision	10
Altavista/Gretna	Adelphia Communications	45
Amherst	Adelphia Communications	43
Appomattox	Nesbe Cable TV	32
Arlington Co	Comcast Cablevision	6
Bedford	Charter Communications	35
Bedford Co.	Nesbe Cable TV	30
Bellhaven	Charter Communications	18
Bethel	Cox Communications	35
Birch Leaf	Cooney Communications	
Blacksburg	Adelphia Communications	43
Blackstone	Nesbe Cable TV	31
Bowling Green	Charter Communications	19
Brookneal	Adelphia Communications	16
Brunswick	CWA Cable TV, Inc.	39
Buena Vista	Adelphia Communications	42
Burkeville	Nesbe Cable TV	31
Campbell Co.	Nesbe Cable TV	30
Cape Charles	Charter Communications	18
Carolina	Comcast Cablevision	21
Charlottesville	Adelphia Communications	37
Charlottesville	CFW	30
Chesapeake	Mediacom	35
Chesterfield	Comcast Cablevision	24
Chincoteague	Charter Communications	30
Colonial Beach	Charter Communications	21
Covington	CFW	26
Crewe	Nesbe Cable TV	31
Crozet (Charl.)	Adelphia Communications	37
Culpeper	TCI Cablevision	37
Culpeper Co.	Adelphia Communications	38
Dale City	Comcast Cablevision	11
Danville	Adelphia Communications	45
Edinburg	Shenandoah Cable	28
Emporia	Adelphia Communications	49
Fairfax	Cox Communications	86
Farmville	Charter Communications	21
Fauquier/Warrenton	Adelphia Communications	50
Fort Belvoir	Comcast Cablevision	11
Fort Myer	Comcast Cablevision	10

Franklin	Charter Communications	29
Fredricksburg	Cox Communications	78
Front Royal	Adelphia Communications	36
Galax	Adelphia Communications	31
Gate City	Scott Telecom & Electronics	
Glade Spring	Comcast Cable	68
Gloucester	Cox Communications	32
Goshen	Cooney Communications	25
Green County	Adelphia Communications	37
Grundy/Richlands	Adelphia Communications	28
Harrisonburg	Adelphia Communications	42
Harrisonburg	CFW	42
Hopewell	Adelphia Communications	20
Hot Springs	Cooney Communications	
Independence	Adelphia Communications	31
James City Co	Cox Communications	35
Keen Mountain	Adelphia Communications	28
King & Queen	Cox Communications	31
King George	Gans Multimedia	38
King William	Comcast Cablevision	41
Lebanon	Cooney Communications	
Lebanon	Charter Communications	35
Lebanon	Media One	
Lexington	Adelphia Communications	42
Loudoun County	Adelphia Communications	37
Lynchburg	Adelphia Communications	43
Madison County	Adelphia Communications	37
Manassas	Comcast Cablevision	29
Manassas City	Comcast Cablevision	29
Marion	Adelphia Communications	40
Martinsville	Adelphia Communications	41
Mathews Co	Adelphia Communications	26
McGaheysville	Adelphia Communications	42
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Comcast SportsNet In Washington, DC Systems

LOCATION	CABLE SYSTEM	CHANNEL
Washington	Comcast Cablevision	10
Washington	RCN/Starpower	31
	DIRECTV	629
	Dish Network	424

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	Wed, Jun 8	Thu, Jun 9	Fri, Jun 10	Sat, Jun 11	Sun, Jun 12	Mon, Jun 13	Tue, Jun 14		
12:00am	The Best Damn Sports Show Period: (Live)				JunksTV:	Beyond the Glory Part 2 of 2: Mike Tyson		12:00am	
12:30am	The Sports List: Blowouts	The Sports List: Celebrity Fans		FSN Baseball Report:	The Sports List: Blowouts		CMI: Chris Myers Interview: Jose Canseco	12:30am	
1:00am	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	1:00am	
1:30am	MLB Baseball: Baltimore Orioles at Pittsburgh Pirates(Repeat)	MLB Baseball: Baltimore Orioles at Pittsburgh Pirates(Repeat)	The Sports List: Clutch Athletes	MLB Baseball: Baltimore Orioles at Cincinnati Reds (Repeat)	World Sport:	Paid Programming:	MLB Baseball: Houston Astros at Baltimore Orioles(Repeat)	1:30am	
2:00am			Beyond the Glory Part 1 of 2: Mike Tyson		Head to Head With James Brown:			Paid Programming:	2:00am
2:30am			NASCAR Drivers 360:		Off the Wall:			Paid Programming:	2:30am
3:00am			Boxing: Sunday Night Fights (Repeat)		Paid Programming:			Paid Programming:	3:00am
3:30am					Paid Programming:			Paid Programming:	3:30am
4:00am								Paid Programming:	Paid Programming:
4:30am	Doc Walker's Pro View:	Ship Shape TV:		World Sport:	Paid Programming:	Paid Programming:	In-Fisherman Critical Concepts:	4:30am	
5:00am	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	5:00am	
5:30am	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	5:30am	
6:00am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	6:00am	
6:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	6:30am	
7:00am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	7:00am	
7:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	7:30am	
8:00am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	8:00am	
8:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	8:30am	
9:00am	Paid Programming:	Paid Programming:	Paid Programming:	SportsRISE:	SportsRISE:	Paid Programming:	Paid Programming:	9:00am	
9:30am	Paid Programming:	Paid Programming:	Paid Programming:	SportsRISE:	SportsRISE:	Paid Programming:	Paid Programming:	9:30am	
10:00am	Paid Programming:	Paid Programming:	Paid Programming:	Endless Golf:	Golf Road Show:	Paid Programming:	Paid Programming:	10:00am	
10:30am	Paid Programming:	Paid Programming:	Paid Programming:	Ship Shape TV:	Hoops TV:	Paid Programming:	Paid Programming:	10:30am	

Zap2it - TV Listings

11:00am	Paid Programming:	Paid Programming:	Paid Programming:	Jim Baugh Outdoors:	FLW Outdoors: Bass Tour at Wheeler Lake	Paid Programming:	Paid Programming:	11:00am	
11:30am	Paid Programming:	Paid Programming:	Paid Programming:	Hoops TV:		Paid Programming:	Paid Programming:	11:30am	
12:00pm	Paid Programming:	Paid Programming:	Paid Programming:	FOX Sports Net Across America:	In-Fisherman Critical Concepts:	Paid Programming:	Paid Programming:	12:00pm	
12:30pm	Paid Programming:	Paid Programming:	Paid Programming:	Fuel's 54321 Weekly Update:	FSN Baseball Report:	Paid Programming:	Paid Programming:	12:30pm	
1:00pm	Paid Programming:	Paid Programming:	Paid Programming:	Beach Volleyball: AVP Nissan Series, Men(Taped)	Arctic Challenge:	MLS Soccer: D.C. United at MetroStars (Repeat)	Paid Programming:	1:00pm	
1:30pm	Paid Programming:	Paid Programming:	Paid Programming:		FOX Sports Net Across America:		Paid Programming:	1:30pm	
2:00pm	Bicycle Racing: CapTech Classic(Taped)	Beach Volleyball: AVP Nissan Series, Women(Repeat)	NBA Action:	Aussie Rules Highlights Show:	World Series of Darts: World Championships		AFL Weekly:	2:00pm	
2:30pm	Jim Baugh Outdoors:		World Sport:				Jim Baugh Outdoors:	2:30pm	
3:00pm	Paid Programming:	Paid Programming:	Paid Programming:	All Strength USA:	Beyond the Glory Part 1 of 2: Mike Tyson	Paid Programming:	Paid Programming:	3:00pm	
3:30pm	Paid Programming:	Paid Programming:	Paid Programming:			Paid Programming:	Paid Programming:	3:30pm	
4:00pm	All Strength USA:	Boxing: Sunday Night Fights (Repeat)	World Series of Darts: World Championships	Off the Wall:	The Sports List: Blowouts	Poker Superstars Invitational Tournament: (Repeat)	CMI: Chris Myers Interview: Jose Canseco	4:00pm	
4:30pm					CMI: Chris Myers Interview: Jose Canseco		The Sports List: Dynasties	4:30pm	
5:00pm	Boxing: Sunday Night Fights (Repeat)	Poker Superstars Invitational Tournament: (Repeat)	Aussie Rules Highlights Show:	NASCAR Drivers 360:	Sports and Steroids: Performance Enhancing Drugs in School:	Poker Superstars Invitational Tournament: (Repeat)	Beyond the Glory Part 2 of 2: Mike Tyson	5:00pm	
5:30pm								5:30pm	
6:00pm	Tee Time at the Booz Allen Classic: (Live)	Tee Time at the Booz Allen Classic: (Live)	Tee Time at the Booz Allen Classic: (Live)	Tee Time at the Booz Allen Classic: (Live)	MLS Soccer: D.C. United at MetroStars(Live)	CMI: Chris Myers Interview: Jose Canseco	The Sports List: Dumbest Moments	6:00pm	
6:30pm	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)		SportsNite: (Live)	SportsNite: (Live)	6:30pm	
7:00pm	MLB Baseball: Baltimore Orioles at Pittsburgh Pirates(Live)	Head to Head With James Brown:	MLB Baseball: Baltimore Orioles at Cincinnati Reds(Live)	Boxing: Sunday Night Fights (Repeat)		MLB Baseball: Houston Astros at Baltimore Orioles(Live)	MLB Baseball: Houston Astros at Baltimore Orioles(Live)	7:00pm	
7:30pm									
8:00pm		Boxing: Best Damn Boxing Championship Period(Live)		Beyond the Glory Part 1 of 2: Mike Tyson	Tee Time at the Booz Allen Classic: (Live)			8:00pm	
8:30pm								8:30pm	
9:00pm					Sports and Steroids: Performance Enhancing Drugs in School:	Tee Time at the Booz Allen Classic:			9:00pm
9:30pm									9:30pm
10:00pm	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	10:00pm	
10:30pm								10:30pm	
11:00pm	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Orioles All Access:	Endless Golf:	Doc Walker's Pro View:	11:00pm	
11:30pm	The Best Damn Sports Show Period: (Live)	Boxing: Best Damn Boxing Championship Period(Taped)	The Best Damn Sports Show Period: (Live)	Around the Track: Race Preview:	Around the Track: Race Review	The Best Damn Sports Show Period: (Live)	The Best Damn Sports Show Period: (Live)	11:30pm	

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Grid 3 Hours Wed, Jun 8 7:00pm All Categories CSNDC

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Grid 3 Hours Wed, Jun 8 7:00pm All Categories CSNDC

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- Search
- Sports Search
- New Zip Code
- Customize
- Help/FAQ

	Wed, Jun 8	Thu, Jun 9	Fri, Jun 10	Sat, Jun 11	Sun, Jun 12	Mon, Jun 13	Tue, Jun 14			
12:00am	The Best Damn Sports Show Period: (Live)				JunksTV:	Beyond the Glory Part 2 of 2: Mike Tyson		12:00am		
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1:00am	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	SportsNite:	1:00am		
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2:30am									Paid Programming:	2:30am
3:00am			NASCAR Drivers 360:					Off the Wall:	Paid Programming:	3:00am
3:30am									Paid Programming:	3:30am
4:00am								Boxing: Sunday Night Fights (Repeat)		Paid Programming:
4:30am	Doc Walker's Pro View:	Ship Shape TV:		World Sport:	Paid Programming:	Paid Programming:	In-Fisherman Critical Concepts:	4:30am		
5:00am	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	5:00am		
5:30am	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	Paid Programming:	5:30am		
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6:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	6:30am		
7:00am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	7:00am		
7:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	7:30am		
8:00am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	8:00am		
8:30am	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	SportsRISE:	8:30am		
9:00am	Paid Programming:	Paid Programming:	Paid Programming:	SportsRISE:	SportsRISE:	Paid Programming:	Paid Programming:	9:00am		
9:30am	Paid Programming:	Paid Programming:	Paid Programming:	SportsRISE:	SportsRISE:	Paid Programming:	Paid Programming:	9:30am		
10:00am	Paid Programming:	Paid Programming:	Paid Programming:	Endless Golf:	Golf Road Show:	Paid Programming:	Paid Programming:	10:00am		
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1:00pm	Paid Programming:	Paid Programming:	Paid Programming:	Beach Volleyball: AVP Nissan Series, Men(Taped)	Arctic Challenge:	MLS Soccer: D.C. United at MetroStars (Repeat)	Paid Programming:	1:00pm
1:30pm	Paid Programming:	Paid Programming:	Paid Programming:		FOX Sports Net Across America:		Paid Programming:	1:30pm
2:00pm	Bicycle Racing: CapTech Classic(Taped)	Beach Volleyball: AVP Nissan Series, Women(Repeat)	NBA Action:	Aussie Rules Highlights Show:	World Series of Darts: World Championships		AFL Weekly:	2:00pm
2:30pm	Jim Baugh Outdoors:		World Sport:				Jim Baugh Outdoors:	2:30pm
3:00pm	Paid Programming:	Paid Programming:	Paid Programming:	All Strength USA:	Beyond the Glory Part 1 of 2: Mike Tyson	Paid Programming:	Paid Programming:	3:00pm
3:30pm	Paid Programming:	Paid Programming:	Paid Programming:			Paid Programming:	Paid Programming:	3:30pm
4:00pm	All Strength USA:	Boxing: Sunday Night Fights (Repeat)	World Series of Darts: World Championships	Off the Wall:	The Sports List: Blowouts	Poker Superstars Invitational Tournament: (Repeat)	CMI: Chris Myers Interview: Jose Canseco	4:00pm
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5:30pm								5:30pm
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6:30pm	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)		SportsNite: (Live)	SportsNite: (Live)	6:30pm
7:00pm	MLB Baseball: Baltimore Orioles at Pittsburgh Pirates(Live)	Head to Head With James Brown:	MLB Baseball: Baltimore Orioles at Cincinnati Reds(Live)	Boxing: Sunday Night Fights (Repeat)		MLB Baseball: Houston Astros at Baltimore Orioles(Live)	MLB Baseball: Houston Astros at Baltimore Orioles(Live)	7:00pm
7:30pm								7:30pm
8:00pm		Boxing: Best Damn Boxing Championship Period(Live)		Beyond the Glory Part 1 of 2: Mike Tyson	Tee Time at the Booz Allen Classic: (Live)			8:00pm
8:30pm								8:30pm
9:00pm				Sports and Steroids: Performance Enhancing Drugs in School:	Tee Time at the Booz Allen Classic:			9:00pm
9:30pm							9:30pm	
10:00pm	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	SportsNite: (Live)	10:00pm
10:30pm								10:30pm
11:00pm	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Tee Time at the Booz Allen Classic:	Orioles All Access:	Endless Golf:	Doc Walker's Pro View:	11:00pm
11:30pm	The Best Damn Sports Show Period: (Live)	Boxing: Best Damn Boxing Championship Period(Taped)	The Best Damn Sports Show Period: (Live)	Around the Track: Race Preview:	Around the Track: Race Review	The Best Damn Sports Show Period: (Live)	The Best Damn Sports Show Period: (Live)	11:30pm

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EXHIBIT 30

TELECAST RIGHTS AGREEMENT

dated as of

December 6, 1996

by and between

TCR SPORTS BROADCASTING HOLDING, L.L.P.

and

HOME TEAM SPORTS LIMITED PARTNERSHIP

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TELECAST RIGHTS AGREEMENT

This TELECAST RIGHTS AGREEMENT (this "Agreement") is entered into this ___ day of November, 1996 and is effective as of that date (the "Effective Date") by and between TCR Sports Broadcasting Holding, L.L.P., a Maryland limited liability partnership, ("TCR"), the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles") and Home Team Sports Limited Partnership, a Delaware limited partnership ("HTS").

RECITALS:

A. TCR holds the Television Rights to the professional baseball Games of the Baltimore Orioles, which is a member of the American League of Professional Baseball Clubs.

B. HTS is in the business of distributing sports programming via Over-the-air Television and Pay Television in the Baltimore-Washington region.

C. TCR, the Orioles and HTS desire to enter into an agreement for the exhibition by Over-the-air Television of Orioles Games, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms.

The defined terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

"American League" means the American League of Professional Baseball Clubs.

"Ballpark" means Oriole Park at Camden Yards.

"Baltimore DMA" means the Baltimore, Maryland Designated Market Area as designated by the A.C. Nielsen Company.

"Broadcast Game" means a Game telecast on Over-the-air Television in the English language.

"Cable Game" means a Game telecast on Pay Television in the English language.

"Championship Season(s)" means each of the 1997, 1998, 1999, and 2000 American League regular seasons (excluding the respective Exhibition Seasons and all playoff, World Series or other post-season games).

"Exhibit(ed)" means to broadcast by Over-the-air Television, or by Pay Television as allowed by the Agreement.

"Exhibition Season(s)" means each of the 1997, 1998, 1999, and 2000 exhibition seasons preceding the respective Championship Seasons.

"Game" means the professional baseball game scheduled to be played by the Baltimore Orioles during a Championship Season and licensed hereunder.

"Home Television Territory" means the home television territory of the Orioles as designated by the Orioles from time to time in accordance with Major League Baseball. The current home television territory of the Orioles is set forth on Exhibit A attached to this Agreement and incorporated herein by reference.

"Major Change" has the meaning set forth in Section 9.1 of this Agreement.

"Major League Properties" means Major League Baseball Properties, Inc.

"Major League Rules" means all agreements to which Major League Baseball, the Office of the Commissioner of Baseball, the American League or the National League is a party, and the Constitutions, By-Laws, rules, regulations, resolutions, orders, policies, bulletins, guidelines or directives of Major League Baseball, the Office of the Commissioner of Baseball, the American League or the National League, as the same may be adopted or amended from time to time.

"National League" means the National League of Professional Baseball Clubs.

"Opening Day" means the first Game played at the Ballpark during a Championship Season.

"Outer Market(s)" means those Over-the-air Television markets that are within the Home Television Territory, but outside the Baltimore DMA and the Washington DMA.

"Over-the-air Television" means any method of transmitting television signals over the air which are receivable in final, usable form by standard television sets owned by members of the general public (equipped only with standard over-the-air reception antennae, if any, or traditional master antennae, provided that such master antennae are not classified as MVDS systems under the rules and regulations of the Federal Communications Commission ("FCC"), whether transmitted directly to television receivers or retransmitted by a cable system in the Orioles Home Television Territory.

"Over-the-air Television Rights" means all rights and/or licenses for the Term of this Agreement of TCR to Exhibit Games live in the English language by Over-the-air Television (including, without limitation, all rights and/or licenses relating to Over-the-air Television specified in Section 3.5 hereof, subject, however, to the limits specified in Section 3.5 hereof) in the Home Television Territory, except as such rights and/or licenses may be limited or otherwise affected now or in the future by any Major League Rule regarding Over-the-air Television now existing or as may exist from time to time in the future as more specifically described in Section 3.3 or Section 7.1 hereof.

"Pay Television" means any method, whether presently existing or hereafter developed, for the transmission or exhibition (whether microwave, satellite, over-the-air, fiberoptic, or otherwise) of television signals other than by means of Over-the-air Television, and shall include without limitation cable television (basic, premium, etc.), over-the-air pay television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, subscription television, master antenna and satellite master antenna television (which are classified as MVDS systems by the FCC), local multipoint distribution service, open video system, home satellite dish or television receive-only satellite, and pay-per-view television, provided that, for purposes of this Agreement, Pay Television shall not include Closed Circuit Television, internet, on line or computer distribution to the home.

"Pay Television Rights" means all rights and/or licenses for the Term of this Agreement of TCR to Exhibit Games live in the English language by Pay Television except as such rights and/or licenses may be limited or otherwise affected now or in the future by any Major League

Rule regarding Pay Television now existing or as may exist from time to time in the future as more specifically described in Section 3.3 or Section 7.1 hereof.

"Telecast(s)" means an exhibition of a Game by Pay Television or Over-the-air Television.

"Television Rights" means Pay Television Rights and Over-the-air Television Rights.

"Term" has the meaning set forth in Section 2 of this Agreement.

"Washington DMA" means the Washington, D.C. Designated Market Area as designated by the A.C. Nielsen Company.

Section 2. Term.

The term of this Agreement (the "Term") shall be deemed to have commenced on the Effective Date and shall extend until thirty (30) days after the final game of the MLB World Series in 2000. The Term shall include the 1997, 1998, 1999 and 2000 Championship Seasons.

Section 3. Grant of Rights; Territory.

3.1 Grant and Acceptance of Television Rights.

3.1.1 TCR hereby sells, grants and licenses to HTS the exclusive Over-the-air Television Rights relating to a minimum of 62 and a maximum of 65 Games in the Orioles Home Television Territory during each Championship Season of the Term. Subject to TCR's rights under Sections 3.3, 3.9 and 3.10 of this Agreement, during the Term of this Agreement TCR shall not grant, transfer, license, sell, produce, distribute or otherwise use or exploit Over-the-air Television Rights with respect to these Games.

3.1.2 HTS hereby accepts such exclusive Over-the-air Television Rights and hereby agrees to Exhibit English language live Telecasts of such Games by Over-the-air Television in accordance with and subject to the terms of this Agreement; provided, however, HTS may pre-empt coverage of all or part of a Broadcast Game in order to broadcast breaking news which HTS determines in good faith and the exercise of reasonable judgment to be of overriding public importance. HTS shall use good faith efforts to broadcast Games to their conclusion.

3.2 Associated Intellectual Property Rights. The foregoing license of Over-the-air Television Rights to HTS shall include the right and/or license to use the names, insignia and marks of the Baltimore Orioles in accordance with and subject to Section 12.1 and Section 15 of this Agreement and, to the extent the Orioles have such right, the right to use the pictorial representations of the Baltimore Orioles and the names and likenesses of the players, coaches, managers and management of the American League and the National League and their member clubs including, without limitation, the Baltimore Orioles. The Orioles shall use best efforts to acquire and maintain, and shall bear the cost of, acquiring and maintaining the right to use the pictorial representations of the Baltimore Orioles and the names and likenesses of the players, coaches, managers and management of the American League and the National League and their member clubs, but the Orioles shall be entitled to assert that the imposition or increase of such cost is a Major Change causing a material adverse economic effect on the Orioles for the purposes of Section 8 hereof.

3.3 National Television Agreements. Notwithstanding anything to the contrary in this Agreement, TCR reserves the right, in conjunction with Major League Baseball, the Office of

the Commissioner of Baseball, the American League, the National League or the member teams of the American League or the National League, to license Pay Television Rights or Over-the-air Television Rights to one or more national Pay Television or Over-the-air Television networks or entities. The Television Rights licensed to such networks or entities may include the right to Exhibit Games on a regional or national basis into or beyond the Home Television Territory and to Exhibit a greater or lesser number of Games, and Games at other times of the day and on other days of the week, than are Exhibited under the terms of the existing national television agreements by which TCR and the Orioles are bound. HTS agrees that this Agreement, and HTS's Over-the-air Television Rights and other rights hereunder, shall at all times and in all respects during the Term of this Agreement be subordinate to all present and future national Television Rights agreements as described in this Section 3.3 as well as to all other Major League Rules.

3.4 Tape-delays: Replays.

3.4.1 HTS shall not Exhibit any Game by tape delay without the prior consent of TCR, which consent TCR shall not withhold unreasonably. Notwithstanding the foregoing, if a live sports event precedes the scheduled Telecast of a Game, HTS shall have the right to join the Game in progress in order to telecast the preceding live sports event in its entirety; provided, however, HTS shall exercise such right in a manner consistent with the past practice of HTS in telecasting Orioles games and HTS shall use its best efforts to schedule Telecasts of Games and other live sports events to avoid such scheduling conflicts.

3.4.2 Notwithstanding anything to the contrary in this Agreement, HTS may Exhibit by Pay Television, taped replays of any Broadcast Game or Cable Game, in addition to the original, live Telecast of such Broadcast Game or Cable Game; provided, however, any taped replay must begin no more than forty-eight (48) hours after such Broadcast Game or Cable Game was actually concluded, but not after the start of the next regularly scheduled Over-the-air or Pay Television Game.

3.5 Low Power Television. In exercising its Over-the-air Television Rights pursuant to this Agreement, HTS shall not permit any Games to be Exhibited on a Low Power TV, TV Translator or TV Booster Station licensed under Part 74 of the Rules and Regulations of the Federal Communications Commission (the "FCC") (each a "Low Power System"), if there exists in the same television market a commercial Television Broadcast Station licensed under Part 73 of the Rules and Regulations of the FCC. The foregoing shall not apply to the Outer Markets, subject to Club approval, which will not be unreasonably withheld, provided that, prior to permitting a Game to be Exhibited by any Low Power System within an Outer Market, HTS shall make all reasonable efforts to obtain carriage of such Game on a commercial Television Broadcast Station within the respective Outer Market.

3.6 Additional Programming and Distribution Opportunities.

TCR agrees to use reasonable efforts to inform HTS of any opportunities for additional programming or distribution of programming afforded to the Orioles by Major League Baseball in excess of the Over-the-air Television Rights licensed to HTS hereunder; provided, however, that TCR's obligation, and HTS's rights, under this Section 3.6 shall be subject to all Major League Rules.

3.7 HTS Access. The Orioles will allow and provide to HTS reasonable physical access to and space and facilities in the Orioles' home field reasonably requested by HTS in connection with the transmission and Telecast of Games pursuant to this Agreement, without charge to HTS. A request for access, space and/or facilities comparable to that allowed pursuant to any Major League Baseball or American League agreement pursuant to which Orioles' Games are Exhibited shall be deemed to be reasonable. The Orioles will use their best efforts to obtain for HTS at no extra cost to HTS such access, space and facilities in all other locations in which Games are played.

3.8 Visiting Team Rights. Nothing in this Agreement shall be construed to prevent TCR from granting consents to other American League or National League teams to Exhibit by Pay Television or Over-the-air Television Games played by the Orioles at the Ballpark into the home television territories of such other teams as defined by applicable Major League Rules.

3.9 Reservation of Rights. TCR expressly retains all Television Rights or other rights not expressly granted herein including, without limitation, (a) the right to utilize pattern recognition technology, including, but not limited to, that marketed under the trade name Princeton Electronic Billboard, on Orioles Telecasts, (b) the right to grant a license to one or more third parties to Exhibit Games in any language other than the English language and (c) the right to enter into national television agreements as described in Section 3.3.

3.10 Use of Game Telecast Excerpts. Notwithstanding anything to the contrary in this Agreement, HTS may make video excerpts of Telecasts available within or outside the Home Television Territory for news purposes only under Major League Rules now in effect. These Major League Rules from time to time may be amended by the Orioles or Major League Baseball. The Orioles retain the right to make live video excerpts available for use by Major League Baseball, its agents and national rightsholders in news and feature programming without any charge to be imposed therefor by HTS or its affiliates, or their agents or designees.

Section 4. Payments to TCR

4.1 Rights Fees. As consideration for the Over-the-air Television Rights sold, granted and licensed hereunder to HTS, HTS shall make the following payments to TCR during the Term:

1997	\$6,800,000
1998	\$7,000,000
1999	\$7,000,000
2000	\$8,000,000

Section 5. Schedule for Payments

5.1 Payments. During each calendar year of the Term of this Agreement, HTS shall pay to TCR the annual rights fees for the respective year in four (4) equal quarterly installments due on or before April 30, July 31 and October 31 in the respective calendar year and January 31 in the immediately following calendar year (each such date being a "Payment Date").

5.2 Wire Transfers: Late Payments. All payments of any kind required under this Agreement shall be made by wire transfer on the due date to an account designated by TCR. Any amount due and owing and not paid on or before the date on which such amount is due under this Agreement shall bear interest at a rate equal to the prime rate as announced from time to time by Citicorp, N.A. from such due date until the date paid.

Section 6. Scheduling and Distribution of Games

6.1 Championship Season Games. During each year of the Term of this Agreement, TCR shall make available to HTS at least sixty-two (62) Championship Season Games for broadcast on Over-the-air Television under this Agreement. If, in any year of the Term of this Agreement, the number of Games selected or reserved by Major League Baseball shall result in fewer than 62 Championship Season Games being available to HTS to Exhibit by Over-the-air Television, (a) HTS shall not have the right to treat such occurrence as a default under this Agreement, but (b) the Orioles shall, within one (1) week of receiving official notice from Major League Baseball (which, in past years, has been on or about November 1), so notify TCR and HTS, and the annual Rights Fees otherwise due to TCR for that calendar year pursuant to Section 4.1 above shall be adjusted to reflect a pro rata reduction for the number of Championship Season Games fewer than 62 not available. Should the number of Championship Games made available to HTS hereunder, in any year, be fewer than 62, the rights fees for that year will be reduced by an amount equal to 1/65 of the total rights fees to be paid in that year under Section 4.1 for each Game below 62 not made available.

6.2 Distribution of Games in Baltimore.

6.2.1 During the 1997 Championship Season, HTS will use best commercially reasonable efforts to Exhibit at least sixty (60) Games on local Baltimore Over-the-air Television stations, but in no event shall HTS so Exhibit fewer than thirty-five (35) Games. If HTS Exhibits thirty-five (35) Games on local Baltimore Over-the-air Television, no more than twenty (20) shall be home Games. For every five (5) Games in excess of thirty-five (35) so Exhibited, two (2) additional home Games may be Exhibited, provided that, in no event shall more than twenty-eight (28) home Games be Exhibited. At least thirty-five (35) such Games shall be Exhibited on WJZ-TV. Should HTS, after using its best commercially reasonable efforts, be unable to Exhibit the full 60 Games on Over-the-air Television, and after thirty-five (35) Games are Exhibited on WJZ-TV, up to 30 Games hereunder may be exhibited, at the option of HTS and in consultation with TCR, on Pay Television.

6.2.2 During each of the 1998, 1999 and 2000 Championship Seasons, HTS will use best commercially reasonable efforts to Exhibit at least sixty (60) Games on local Baltimore Over-the-air Television stations, but in no event shall HTS so Exhibit fewer than thirty-five (35) Games. If HTS Exhibits thirty-five (35) Games on local Baltimore Over-the-air Television, no more than twenty (20) shall be home Games. For every five (5) Games in excess of thirty-five (35) so Exhibited, two (2) additional home Games may be Exhibited, provided that, in no event shall more than twenty-eight (28) home Games be Exhibited. At least thirty-five (35) such Games shall be Exhibited on WJZ-TV in each Championship Season; provided however, there shall be no obligation to Exhibit on WJZ-TV if WJZ-TV and HTS are not under common control at the time of such exhibition and WJZ-TV or HTS has notified TCR no later than July 1 of the year preceding the affected Championship Season that WJZ-TV and HTS are no longer under common control and WJZ-TV has determined not to Exhibit Games for the next Championship Season or Seasons. Nothing herein shall release HTS from its obligation hereunder to broadcast a minimum of thirty-five (35) Games on local Baltimore Over-the-air Television during each Championship season. In the event, HTS does not Exhibit the Games on WJZ-TV, HTS agrees to consult with TCR concerning HTS's choice of another Baltimore Over-the-air Television station to Exhibit the Games hereunder. Should HTS, after using its best commercially reasonable efforts, be unable to Exhibit the full 60 Games on Over-the-air Television, and after thirty-five (35) Games are Exhibited on WJZ-TV, up to 30 Games hereunder may be Exhibited on Pay Television, at the option of HTS and in consultation with TCR, on Pay Television.

6.3 Distribution of Games in Washington D.C.

6.3.1 To maximize exposure of Orioles Games in the Home Television Territory, HTS shall syndicate all Games Exhibited

on Over-the-air Television stations in Baltimore to an Over-the-air Television station or stations in Washington, D.C. to be Exhibited in the Washington, D.C. Over-the-air Television market.

6.3.2 Notwithstanding anything else to the contrary contained in this Agreement, if HTS uses its best reasonable commercial efforts to satisfy its obligations under Section 6.3.1 for any Championship Season and nevertheless fails to satisfy such obligations, the Orioles may elect to assist HTS to obtain a local Washington Over-the-air Television station. TCR shall not have the right to treat any failure by HTS to comply with Section 6.3.1 as a default under this Agreement; provided, however, such failure shall not excuse, require negotiation or modification of or otherwise affect any other obligation of HTS to TCR under this Agreement including, without limitation, HTS's obligation to make the rights fees payments to TCR under Section 4.1 above, and provided further, that any Games Exhibited on local Baltimore Over-the-air Television stations, but not so Exhibited on local Washington, D.C. Over-the-air Television stations, or Exhibited on Pay Television pursuant to this Agreement, may be Exhibited by HTS on Pay Television in the Washington DMA, to the extent technically feasible and commercially prudent.

6.4 Outer Markets. HTS shall use best reasonable commercial efforts to aggressively pursue the distribution of all Orioles Games that are Exhibited on local Baltimore Over-the-air Television stations, as described in Section 6.2 above, to the Outer Markets either on Over-the-air Television or Pay Television.

6.5 Schedule Approval. Prior to each Championship Season during the Term of this Agreement, TCR shall have the right to approve HTS's Over-the-air Television schedule for the upcoming Championship Season, which approval TCR shall not withhold or delay unreasonably. If any of the 65 Games licensed hereunder are to be Exhibited on Pay Television, pursuant to Sections 6.2.1, 6.2.2 or 6.3.2, HTS will so identify those Games on the schedule submitted to TCR for approval. HTS shall give priority to the scheduling of the Orioles Games over any other Major League Baseball team, except where the games of such team have significant play-off consequences.

Section 7. Compliance with Baseball Agreements.

7.1 Major League Rules. Notwithstanding any other provisions herein, this Agreement and the Television Rights and other rights granted or licensed to HTS hereunder shall be subject in all respects to all applicable provisions of Major League Rules relating to such Television Rights or other rights. Prior to the date hereof, TCR and the Orioles shall provide to HTS either copies or summaries of all applicable provisions of Major League Rules relating to Over-the-air Television as such exist on the date hereof. TCR and the Orioles warrant and represent that the copies and summaries provided are true, correct and accurate and further warrant and represent that there are no material omissions

in the copies and summaries of any provision that relates to Over-the-air Television and that the Major League Rules provided or summarized are the only Major League Rules that could affect this Agreement.

7.2 League Revenue Sharing. Any obligation that TCR or the Orioles may have by virtue of any Major League Rule to pay a fee to the other team participating in a Game, or to share Pay Television or Over-the-air Television revenues with the American League or any other Major League Baseball club for the exhibition by Over-the-air Television or Pay Television of Games in the Home Television Territory shall be the obligation only of TCR or the Orioles and shall not be an obligation of HTS, unless specifically agreed to be such by the parties.

7.3 Subservience to National Rights Agreements. Notwithstanding any other provision of this Agreement, the Orioles, in conjunction with the other Clubs of the National and American Leagues and/or the Commissioner's Office, may license to one or more entities the national or international rights to telecast, to broadcast or otherwise to transmit the accounts and descriptions of any major League Baseball games ("National Rights Agreements"). Such National Rights Agreements may be exclusive and/or non-exclusive and may include a larger number of games, and games at other times of the day and on other days of the week, than are telecast, broadcast or transmitted under current agreements.

Notwithstanding any other provision of this Agreement, the rights granted by TCR to HTS under this Agreement shall in all respects be subordinate to all such present and future National Rights Agreements, the applicable rules, regulations, agreements, policies, bulletins or directives of Major League Baseball, the Orioles, the American League and its member Clubs, which may from time to time be amended.

In the event that any game or games that would otherwise be scheduled for telecast under this Agreement may not be telecast consistent with any such National Rights Agreements, then TCR and HTS shall cooperate to reschedule such local Orioles telecasts at mutually acceptable dates and times.

Section 8. Major Changes.

8.1 Definition. Any major change in or adoption of (as the case may be) any of the Constitutions, By-Laws, rules, regulations, resolutions, orders, policies, bulletins, guidelines or directives of Major League Baseball, the Office of the Commissioner of Baseball, the American League or the National League, or any event resulting in the Orioles ceasing to be a member club of the American League or any successor thereto, or entry by the Orioles, the American League or Major League Baseball

into any Over-the-air Television or Pay Television contract or agreement with any person, shall be referred to herein as a "Major Change."

8.2 Notification. At the time the Orioles are notified, either formally or informally, of a proposed Major Change which may have a material adverse economic effect on HTS, the Orioles shall reasonably promptly thereafter consult with HTS in order to consider the viewpoint of HTS with respect to such proposal, which viewpoint the Orioles shall thereafter communicate to officials considering the proposed Major Change.

8.3 Specific Exceptions.

8.3.1 The parties agree that a Major Change which decreases the number of Games TCR is able to make available to HTS or for any other reason decreases the number of Games HTS is able to Exhibit shall not be deemed a Major Change which has a material adverse economic effect on HTS for purposes of this Section 8, it being the intention of the parties that the applicable pro rata reduction described in Section 6.1 and/or Section 16 shall be the sole consequence of such event.

8.3.2 The granting by Major League Baseball and/or the American League or National League of a franchise for a new baseball team in the present Home Television Territory or the relocation of an existing Major League Baseball team to a location in the present Home Television Territory shall not be deemed for any purpose to be a Major Change. However, if such an event occurs which prohibits HTS from distributing the Games in the Washington, DC market via Over-the-air Television, the parties shall negotiate in good faith an equitable adjustment to the Rights Fees to address the adverse effects of such event on HTS.

8.4 Right to Invoke Arbitration. In the event that a Major Change results or will result in a material adverse economic effect on the rights granted to HTS or the rights of TCR or the Orioles under this Agreement, the adversely affected party may demand renegotiation and invoke arbitration on the following terms and conditions:

8.4.1 An adversely affected party may demand renegotiation and invoke arbitration within one hundred eighty (180) days after being notified by the other party, or after notifying the other party, of such a Major Change.

8.4.2 After renegotiation is demanded but prior to any arbitration, HTS and TCR or the Orioles shall be required to enter into negotiations regarding future adjustments of this Agreement so as to equitably adjust future payments to the Orioles, the future nature and scope of the rights granted hereunder to HTS or TCR or the Orioles, or the other future rights and future obligations of the parties so as to restore all parties to the same relative position they had prior to the Major Change

or as close thereto as practicable. HTS or TCR shall initiate such negotiations on not less than fifteen (15) nor more than thirty (30) days prior written notice to the other party, which written notice shall be given not less than thirty (30) days after notification is given of the Major Change. The parties shall engage in good faith negotiations for a period of not less than thirty (30) days.

8.4.3 If the parties are unable to reach agreement regarding the renegotiation of this Agreement, then the adversely affected party may invoke arbitration following expiration of the negotiation period upon notice given not less than fifteen (15) and not more than thirty (30) days after expiration of the negotiation period. Any adversely affected party may invoke arbitration to obtain an equitable adjustment of future payments to TCR, the future nature and scope of the rights granted hereunder to HTS or TCR, the other future rights and future obligations of the parties, or a termination of this Agreement. The adversely affected party shall state the remedy it seeks in its notice (the "Arbitration Notice") invoking arbitration.

8.4.4 The Arbitration notice also shall designate one (1) individual whom the adversely affected party elects to serve as an arbitrator. Within five (5) days following receipt of the Arbitration Notice, the other party shall deliver a notice to the adversely affected party, which notice shall designate one (1) individual whom such other party elects to serve as an arbitrator. The two (2) individuals designated by the parties promptly shall select one (1) additional person to serve as an arbitrator, and such three (3) individuals shall serve as the "Arbitration Panel" for purposes of this Section 8. No member of the Arbitration Panel may be an employee of any of the parties hereto or any of their affiliates.

8.4.5 The Arbitration Panel shall proceed in an expedited fashion and, if HTS has requested termination of this Agreement, shall complete the proceedings in not more than ninety (90) days after convening. The Arbitration Panel shall be given a copy of (a) this Agreement and any amendments hereto, (c) a copy of the most recently prepared audited financial statement of HTS showing cumulative and most recent accounting period results for the period ending immediately prior to the effective date of the Major Change and (d) to the extent permitted by Major League Rules, information (identified by TCR or the Orioles in the exercise of their reasonable judgment) which shows any demonstrable economic benefit to TCR or the Orioles flowing as a direct result of the Major Change.

8.4.6 The Arbitration Panel shall first determine whether there has occurred a Major Change that results or will result in a material adverse economic effect on the rights of the party invoking arbitration. The burden of proof shall be on the party invoking arbitration to prove that there has occurred a Major Change that results or will result in a material adverse

economic effect on the value of such party's rights under this Agreement and that an equitable adjustment of TCR's or the Orioles' future compensation or of the future nature and scope of the rights of the parties granted hereunder, or of the other future rights and future obligations of the parties is appropriate. The party who has not invoked arbitration shall be entitled to assert before the Arbitration Panel that a Major Change that results or will result in a material adverse economic effect on the value of such party's rights under this Agreement has occurred and that an equitable adjustment of TCR's or the Orioles' future compensation or of the future nature and scope of the rights of the parties granted hereunder, or of the other future rights and future obligations of the parties is appropriate, in which case such party shall have the corresponding burden of proof.

8.4.7 If the Arbitration Panel determines that no Major Change has occurred or that neither party has suffered a material adverse economic effect, the arbitration shall end and the parties shall continue under this Agreement without any change.

8.4.8 If the Arbitration Panel determines that there has occurred a Major Change that results or will result in a material adverse economic effect on either party, the Arbitration Panel shall proceed to the remedy stage. If HTS has invoked arbitration and has asked for termination and the Arbitration Panel determines that there has occurred a Major Change that results or will result in a material adverse economic effect on HTS, the Arbitration Panel shall declare this Agreement terminated as of a date that shall be at least one hundred eighty (180) but no more than two hundred forty (240) days after the date on which notification was given that a Major Change had occurred. If this Agreement is so terminated, TCR shall be entitled to receive the rights fees pro-rated through the effective date of termination of this Agreement. Under no circumstances shall the Orioles be obligated, as a consequence of such termination, to refund any amounts previously paid by HTS to TCR pursuant to this Agreement. If HTS does not seek termination of this Agreement or if TCR is the party invoking arbitration, the Arbitration Panel, upon deciding that a Major Change that results or will result in a material adverse economic effect has occurred, shall equitably adjust either the future payments to TCR, the future nature and scope of the rights granted hereunder to HTS or TCR, or the other future rights and future obligations of the parties so as to restore all parties to the same relative position they had prior to the Major Change or as close thereto as practicable.

8.4.9 Equitable adjustment, if any, shall be prospective only. In no event shall any equitable adjustment reduce TCR's future compensation, and in no event shall the value of TCR's rights hereunder be greater in value than the demonstrable economic benefit to TCR flowing as a direct result of the Major Change. The award of the Arbitration Panel shall be

binding, final, and non-appealable.

Section 9. Announcers: Production Standards.

9.1 Announcers.

9.1.1 HTS shall have responsibility for the employment and payment of at least two announcers and the director for all Telecasts of Games by Over-the-air Television under this Agreement, and such announcers and director shall not be deemed to be employees of TCR or the Orioles. TCR and the Orioles shall have the right, however, to prior approval of all announcers and directors for the exhibition of Games by Over-the-air Television and the terms of such announcers' or directors' employment contracts, and no announcer or director shall be employed or have their employment renewed or extended by HTS unless such announcer or director is acceptable to TCR and the Orioles. The performance of such announcers and directors shall be mutually reviewed on an annual basis by TCR, the Orioles and HTS. Any employment contract shall provide that the employee shall follow and conform to behavior and performance standards in exhibitions of Games that are customary in the television broadcasting industry and may be dismissed for failure to do so, and that his employment and renewal or extension of his employment are subject to approval of TCR and the Orioles.

9.2 Production Standards. HTS agrees that it shall Exhibit Games by Over-the-air Television under this Agreement in color, using state of the art equipment, and in accordance with the customary production standards of high quality and performance as have characterized the broadcasting of Orioles Games on Over-the-air Television and including the use of multiple cameras, slow motion, instant replay techniques, and high quality graphics. Without limiting the foregoing, the production quality of Game Telecasts on Over-the-air Television during the Term of this Agreement shall be equivalent to or better than the production quality of Orioles Game Telecasts on HTS in 1996.

Section 10. Commercial Approval Rights.

HTS, if so requested by TCR and the Orioles, shall consult with the Orioles and give significant Orioles' advertisers priority in the selection of advertising time on Over-the-air Television. TCR and the Orioles shall also have the right to approve all advertisements transmitted by Pay Television or Over-the-air Television during Games, solely with regard for the rules, regulations, and advertising standards of Major League Baseball, the Office of the Commissioner of Baseball, the American League and the National League.

Section 11. Orioles Promotional Rights.

11.1 Promotional Exposure. HTS shall use all reasonable efforts to provide the Orioles with the following promotional

exposure:

11.1.1 During each Game Exhibited by HTS, the Orioles shall receive, at no cost to the Orioles, commercial time slots for the purpose of promotion of Orioles events, promotions or community relations efforts, as follows:

(a) On Over-the-air Television Telecasts on all Over-the-air Television stations affiliated with HTS (as defined in Section 11.2), two (2) thirty second (:30) spots shall run during the Game, and one(1) spot shall run during either the pre-Game or post-Game show, if any.

(b) On Over-the-air Television Telecasts, the Orioles may request, and HTS shall provide, up to six (6) announcer drops, combined with graphics support, during each Telecast; provided, however, HTS, in concurrence with the Orioles, shall have the right to review the number of announcer drops for the purpose of determining whether the number of drops are detrimental to the Telecast.

11.2 Cross-Promotion. HTS shall use all reasonable efforts to cause its affiliated Over-the-air Television stations (meaning all Over-the-air Television stations to which Games are syndicated), to use all reasonable efforts to aggressively and actively cross-promote all Orioles Telecasts and related activities, both in and out of Game Telecasts. HTS shall use all reasonable efforts to ensure that promotional theming and tag lines shall be consistent among all entities to maximize fully the impact of Orioles advertising.

11.3 Joint Promotions. HTS and the Orioles shall work together to create joint promotions (such as contests, free trips to spring training and fan participation events) for both HTS and the Orioles.

11.4 HTS Production Facilities. The Orioles will receive up to 250 hours per year of video production time at the HTS production facilities in Bethesda, MD for the purpose of producing Orioles in-park video materials. Any additional production time requested by the Orioles will be billed at HTS's then current rate card. The Orioles may not carry over from year to year or resell any time provided hereunder to any third party. In addition, HTS will produce 25 30-second Orioles promotional announcements per year. Any additional such announcements produced by HTS for the Orioles will be billed at \$1,750 per announcement.

Section 12. HTS Merchandising Rights.

12.1 Use of Orioles' Names, Insignia and Marks. Subject to the provisions of Section 15, HTS shall have a limited right and

license during the Term of this Agreement to use the Orioles' names, insignia and marks, subject to the Orioles' prior approval, for the purpose of promoting Orioles Telecasts on HTS's Over-the-air Television and Pay Television affiliates. The Orioles shall also permit those advertisers who purchase at least \$250,000 per year of advertising on Orioles Telecasts to use the Orioles' names, insignia and marks, subject to the prior approval of the Orioles and Major League Properties. This Section 12 and the rights granted hereunder are subject to all Major League Rules with respect to the use of the Orioles' names, insignia and marks.

12.2 Access to Orioles Personnel. The Orioles shall use all reasonable efforts to provide players, team personnel and front office officials to HTS at the preferred Orioles in-house rate for non-commercial promos, photo shoots and appearances, on a reasonable basis. HTS recognizes that commercial appearances will continue to carry an appearance fee, in accordance with customary practice, and HTS will pay all such appearance fees.

12.3 Ballpark Monitors. The Orioles and HTS shall cooperate to develop a system to deliver finished video feeds to television monitors in the Ballpark without advertising. The Orioles shall provide the audio portion of the HTS telecasts to accompany the video feed on the television monitors. The HTS audio portion shall not be provided to the general speaker system in the Ballpark and the Warehouse.

12.4 Private Suites. The Orioles shall provide one (1) private suite for HTS at no cost during each year of this Agreement. It is understood this suite shall be the same as that currently occupied by HTS, i.e. suite seventeen (17). Food and beverages will be charged to HTS at the Orioles' rate, and HTS shall pay all such charges.

12.5 Signage. The Orioles shall continue to provide to HTS one (1) Ballpark billboard identification advertising location down the right field line for HTS or WJZ-TV. The cost of such panel shall be borne by the Orioles. Three (3) identification signs outside the announcer booth will be available to HTS at its cost and responsibility for display. All signage shall be subject to the approval of the Orioles as to the size, content, style and location.

12.6 Ballpark Announcements. During each Championship Season of the Term of this Agreement, the Orioles shall provide HTS with the following:

12.6.1 Jumbotron, "HOME TEAM SPORTS or WJZ-TV TRIVIA" spots to be produced by HTS, in concurrence with the Orioles, during each Orioles home Game.

12.6.2 One (1) public address system ("PA") announcement during each Orioles home Game Exhibited by HTS for

HTS or the local Baltimore Over-the-air Television Station which Exhibits the respective home Game, and one (1) PA announcement for HTS during any home Game which HTS does not have the right to Exhibit pursuant to the terms of this Agreement as long as a PA announcement is made for any other party telecasting the respective Orioles home Game not Exhibited by HTS.

12.6.3 One (1) scoreboard HTS or WJZ-TV announcement during each Orioles home Game (whether or not such Games are Exhibited by HTS).

12.7 Tickets.

12.7.1 The Orioles shall provide five thousand (5,000) complimentary, reserved tickets to HTS for its use at five (5) bullpen party dates during each year of the Term of this Agreement, or for HTS events described in Section 12.7.2 below. In addition, during each year of the Term of this Agreement, HTS shall have the option to use the bullpen area on Opening Day and the right to purchase an additional one thousand (1,000) reserved seat tickets for Opening Day. The five (5) bullpen party dates shall be mutually agreed upon, but shall include at least two (2) weekday Games (if such Games are scheduled) and two (2) summer weekend dates.

12.7.2 In addition to the right to use the five (5) bullpen party dates described in Section 12.7.1 above, HTS shall have the right to use the following locations for five (5) Games at no cost other than the cost of food and beverages, which shall be charged to HTS at the Orioles' rate and shall be HTS's sole responsibility:

(a) Party Suite 73-75 (capacity 60-75) - one Game

(b) Day of Game Suites (capacity 12-22) - four Games

12.7.3 The Orioles shall provide to HTS, at no charge, twenty-four (24) season tickets and HTS will be entitled to purchase another twenty-four (24) season tickets during each Championship Season of the Term of this Agreement in locations equivalent to those received by HTS in 1996.

12.8 Orioles Flights. The Orioles shall provide up to four (4) seats on Orioles' charter flights for HTS announcers, directors and engineers unless seats are needed for Orioles team personnel, in which case HTS will purchase space on commercial flights at its sole expense.

12.9 Orioles Literature. The Orioles shall include promotion of HTS Telecasts on Orioles' printed literature where practical. The Orioles shall also use all reasonable efforts to include promotion of HTS Telecasts on Orioles' Telecast advertising, but HTS acknowledges that time limitations may make

such promotion difficult.

Section 13. HTS's Right of First Refusal.

13.1. Exclusive Negotiation Right; Right of First Refusal.

Prior to the last year of the Term, HTS has the right to negotiate exclusively, and during the last 6 months nonexclusively, for an extension of this Agreement or a new agreement. If, at any time during the Term of this Agreement, TCR or the Orioles and HTS do not reach an agreement and TCR or the Orioles receive a bona fide written offer from a third party for the telecast rights for the games of the Orioles team, TCR or the Orioles shall promptly forward such offer to HTS and HTS shall have the right to match such offer within thirty (30) days thereafter and obtain the offered rights. In order to allow for a fair comparison of offers, TCR and the Orioles agree to entertain only those offers for the rights for the games of the Orioles team which are for a fixed term of no less than three (3) years and in which all elements are reasonably reducible to a cash value, matchable in cash, and reasonably related to the grant of rights therein. This provision will expire at the end of the Term of this Agreement.

Section 14. Copyright Protection and Ownership.

14.1 Copyright for Television. Notwithstanding any other provision of this Agreement, the Orioles alone shall, both during and following the term hereof, own all worldwide copyright and other rights in the games telecast hereunder and in the telecasts of such games (and excerpts thereof), including, but not limited to all rights under the U.S. Copyright Act and Communications Act, the Canadian Copyright Act, state law, and copyright and other laws of other jurisdictions, now or hereafter in effect. Without limiting the generality of the foregoing, the Orioles shall have the right to receive all royalties paid under the U.S. and Canadian copyright laws with respect to the retransmission of the telecasts produced hereunder.

The parties acknowledge and agree that each of the telecasts of the games hereunder shall constitute a "work made for hire" for the Orioles and, therefore, that the right of termination provided by 17 U.S.C. Section 203 shall not apply with respect to any telecasts of the games hereunder. If it is determined by a court or other legal or administrative body of competent jurisdiction, in a final nonappealable order, that any such telecast is not a "work made for hire" for the Orioles, HTS's copyright, if any, in such telecast shall be deemed assigned to the Orioles by this Agreement.

During and following the term hereof, the Orioles has the unrestricted and unencumbered right to use and reuse or to assign, license, sell or otherwise exploit, in any country and in whatever medium and for whatever purpose it chooses, the copyright and other rights in the games telecast hereunder and in the telecasts

of such games. Any and all proceeds derived therefrom shall be retained by the Orioles alone. During and following the term, HTS shall have no rights with respect to the games telecast hereunder or in the telecasts of such games (or any excerpts thereof), except as specifically provided in this Agreement.

HTS shall affix a copyright notice in the name of the Orioles (Copyright 19__ the Orioles) to each telecast produced hereunder, in accordance with the requirements established by applicable laws and regulations. At the same time, HTS shall broadcast the following announcement as part of each telecast:

This copyrighted telecast is presented by authority of the Orioles and may not be reproduced or retransmitted in any form without the express written consent of the Orioles.

HTS shall use its best efforts to prevent any person from infringing the Orioles copyright and other rights in the games telecast hereunder and in the telecasts of such games. HTS agrees to notify the Orioles of any acts of copyright infringement or any other acts in violation of the Orioles rights in the telecasts or games of which it becomes aware. As requested by the Orioles and at the Orioles expense, HTS shall use its best efforts to cooperate with the Orioles in the civil or criminal prosecution of any such violations of the Oriole's rights. The Orioles shall have the sole right to determine whether or not legal action shall be taken against any such violation and may make all decisions in its discretion regarding the conduct of litigation and any settlement thereof.

14.2 Limitations on HTS. HTS acknowledges the ownership by the Orioles of all property rights in the Games and that the Orioles may assign or otherwise deal with the Games without restriction or obligation of any kind, except as otherwise specifically provided elsewhere in this Agreement. Nothing herein shall be construed in any manner to grant to HTS any property rights in the exhibition by Over-the-air Television or any videotapes or other evidence of fixation of the exhibition by Over-the-air Television. HTS shall not rebroadcast, retelecast, reenact, dramatize, use or copy for use or disseminate in any manner pictures, reports, descriptions or accounts of any Games or any part thereof, or consent to or cause any such rebroadcast, retelecast, reenactment, dramatization, use or copying for use or dissemination by others without the express prior written authorization of the Orioles except as otherwise specifically authorized by this Agreement. Notwithstanding the foregoing, it is agreed that HTS shall have the right during the Term of this Agreement within the Home Television Territory to use limited and selected brief segments from the tapes of Games without further permission of the Orioles for promotional spots, general advertising, pre-Game and post-Game Orioles shows, a 30-minute weekly Orioles highlights show (which, if produced, shall be Exhibited on HTS no less frequently than on Over-the-air Television) and as used by HTS in its general sports programming.

14.3 Indemnification Concerning Stadium Music. TCR and the Orioles covenant and warrant that they will indemnify and hold harmless HTS from and against any and all cost, liability and expense as a result of or in connection with a claim by any party that the retransmission in the course of a Telecast by Over-the-air Television or Pay Television of a Game by HTS of music being played or performed at a stadium where the Game is being played infringes, appropriates or interferes with any right, including without limitation copyright, in or to such music.

Section 15. Retransmission.

15.1 Extra-Territorial Retransmission. If at any time during the Term of this Agreement the Over-the-air Television signal of HTS (meaning both the video and audio portion thereof) or any affiliated Over-the-air Television station (including any such station to which HTS programming is syndicated) is retransmitted by any means to more than 200,000 households located outside the Orioles Home Television Territory, with or without HTS's consent, then upon notice to HTS TCR shall have the option to terminate this Agreement, but only insofar as it grants Over-the-air Television Rights to HTS, and if TCR chooses to exercise that option, shall set the date of termination at its discretion. HTS shall have seven (7) days to cure any retransmission outside the Orioles Home Television Territory by any station not owned or controlled by HTS or its corporate parent.

15.2 Retransmission Consent. Without limiting the provisions of Section 14.2 above, HTS shall not authorize the retransmission of its Over-the-air Television signal, including the Telecasts of the Games hereunder, by any cable television system operator and/or other multi-channel video programming distributor that serves any geographic area located outside the Orioles Home Television Territory.

Section 16. Labor Disputes, Relocation, Force Majeure

16.1 Labor Disputes. Should the cancellation of games result from a labor dispute, HTS's obligation to produce and distribute games under Section 6 and the fee payable under Section 4 will be reduced by a proportion equal to the number of scheduled games canceled to the total number of games scheduled to be carried and the fee payable under Section 4 will be reduced as provided in Section 6.1. If the Team continues play with replacement players, HTS and TCR shall negotiate in good faith to reduce HTS's obligation under Section 6 and the fee payable under Section 4, and, if the Parties cannot reach agreement, such obligation and fee shall be proportionately reduced by the proportional decrease in the ratings for replacement games of the Team.

16.2 Relocation of Team. If for any reason the Orioles plan to discontinue operations or move the Orioles team out of the Baltimore-Washington Metropolitan Area during the Term or make a commitment during the Term to discontinue or move out effective during the Term, the Orioles shall give TCR and HTS written notice of such intent to move or to discontinue operations immediately after making such decision (even in the event that such decision might yet require an application to and approval of the Commissioner's Office of MLB or any other entity). In such instance, HTS shall have the right to: (i) assign this Agreement to an entity that is serving or will serve the area to which the Orioles team relocates; or (ii) terminate this Agreement by delivering written notice of same to TCR and the Orioles (such termination to be effective as outlined in such written notice) and, except for accrued, but undischarged, obligations and except as provided in the following sentence, this Agreement shall be terminated and neither Party hereto shall have any further obligation hereunder.

16.3 Force Majeure. Subject to the provisions of Section 10, either party shall be excused from performing its obligations hereunder to the extent it is unable to perform due to fire, flood, earthquake, power blackout, war, state of national emergency, act of God, labor dispute (except as provided in Section 16.1 signal interruption or any other cause beyond the reasonable control of such party, provided that the non-performing Party gives prompt notice to the other party of : (i) its inability to perform; and (ii) the reasons for such non-performance.

Section 17. Indemnification.

17.1 Indemnification of TCR and the Orioles. HTS shall at all times hold harmless and indemnify TCR and the Orioles, and each and all of their agents, employees, officers, directors, partners, and shareholders from any and all claims, demands, liabilities, actions, and expenses in connection therewith (including reasonable attorneys' fees and disbursements) by or to any third party arising from or in any manner connected with any injury, death, loss, damage, act, word or thing caused, done or said in connection with the performance of this Agreement or the representations and warranties under this Agreement by HTS, its officers, directors, partners, shareholders, agents, and employees. In case any demand for indemnification is made by TCR or the Orioles hereunder, which shall be served by written notice, HTS, by notice delivered to TCR and the Orioles, may at its own expense, resist or defend such claim, demand, action, or proceeding by counsel selected by HTS, and HTS may at its sole cost and expense settle such claim, demand, action, or proceeding at any time and on such terms as it, in its absolute discretion, may find satisfactory. HTS agrees that it shall not hold TCR or the Orioles liable for any injury, death, loss, or damage suffered or incurred by any individual who is an officer, director,

partner, shareholder, agent, or employee of HTS or any of its affiliates sustained at the Ballpark, or elsewhere (other than injury, death, loss, or damage resulting from the tortious activity, including negligent, strict liability and intentional conduct of TCR or the Orioles, or their officers, directors, partners, shareholders, agents, or employees) while such individual who is an officer, director, partner, shareholder, agent, or employee of any of said entities is or was exercising or engaged in any rights, privileges, obligations, or activities granted by or related to the performance of this Agreement.

17.2 Indemnification of HTS. TCR and the Orioles shall at all times indemnify and hold harmless HTS and each and all of its agents, employees, officers, directors, partners and shareholders from any and all claims, demands, liabilities, actions, and expenses in connection therewith (including reasonable attorneys' fees and disbursements), by or to any third party arising from or in any manner connected with any injury, death, loss, damage, act, word or thing caused, done, or said in connection with the performance of this Agreement or the representations and warranties under this Agreement by TCR or the Orioles, or their officers, directors, partners, shareholders, agents, and employees. In case any demand for indemnification is made by HTS hereunder, which shall be served by written notice, TCR or the Orioles, by notice delivered to HTS, may at their own expense, resist or defend such claim, demand, action, or proceeding by counsel selected by TCR or the Orioles, and TCR or the Orioles may at their sole cost and expense settle such claim, demand, action, or proceeding at any time and on such terms as they, in their absolute discretion, may find satisfactory.

Section 18. No Partnership.

Nothing contained herein shall be deemed to constitute a partnership between or among or a joint venture of the parties, nor shall HTS be deemed to be the agent of TCR or the Orioles, or vice versa. HTS shall not hold itself out as the partner or agent of TCR or the Orioles, or vice versa. TCR and the Orioles shall not be liable for any representation, warranty, act or omission of HTS and vice versa.

Section 19. Assignments.

This Agreement shall not be assignable by either party without the consent of the other, which consent shall not be unreasonably withheld, except that (a) HTS may assign this Agreement in whole or in part without any prior consent to (i) any person, firm, or entity in which HTS at the time of such assignment owns a majority interest, is controlled by, is under common control with, or is in control of HTS or (ii) any person, firm, or entity that acquires through partnership interest or asset purchase or transfer a majority interest in HTS provided that, no such sale shall impair or impede or otherwise relieve

HTS, or its assignees, of its obligation hereunder; and (b) TCR may assign this Agreement in whole or in part without any prior consent to (i) a person, firm, or entity that acquires through partnership interest or asset purchase or transfer a majority interest in the Baltimore Orioles baseball club, Baltimore Orioles Limited Partnership, or TCR provided that, no such sale of the partnership interests in Baltimore Orioles Limited Partnership or the assets of the Baltimore Orioles baseball club or Baltimore Orioles Limited Partnership shall impair or impede or otherwise relieve TCR or the Orioles of their obligation hereunder to provide Television Rights to HTS and provided further that, TCR or the Orioles shall make it an express term and provision of any contract for the sale of the partnership interests of TCR or Baltimore Orioles Limited Partnership or the assets of TCR or of the Baltimore Orioles baseball team that any purchaser will assume and agree to promise to continue to provide to HTS the Television Rights granted under this Agreement; and (c) TCR or the Orioles may assign this Agreement in whole or in part without any prior consent to a bank or other financial institution as security for a loan to TCR or the Orioles provided that, TCR or the Orioles shall make it an express term and provision of any loan agreement, the security for which is this Agreement, that the bank's or financial institution's sole remedy with respect to this Agreement in the event of default in the loan agreement shall be to receive the payments, if any, due to TCR under this Agreement and TCR and the Orioles represent and warrant to HTS that the pledge or assignment of this Agreement to a bank or other financial institution as security for a loan to TCR or the Orioles is valid, legal and binding on TCR and the Orioles and the bank or other financial institution, that such assignment will not impair or impede HTS's rights under this Agreement, and that TCR and the Orioles will indemnify HTS against any such impairment or impediment resulting from such assignment.

Section 20. Confidentiality.

HTS, TCR and the Orioles shall keep the existence of this Agreement in confidence until this Agreement is fully executed and mutual consent is given by TCR and the Orioles and HTS for public announcement, such consent not to be unreasonably withheld. Thereafter, each party hereto shall keep in confidence any and all information about the terms, conditions, and provisions of this Agreement. Each party hereto shall exercise best efforts to restrict information about the existence of this Agreement and of its terms, conditions, and provisions to those officers, directors, employees, agents, and consultants who have a need to know such information in order to perform their duties and responsibilities. The confidentiality obligation of each party with respect to the terms, conditions, and provisions of this Agreement shall include, but not be limited to, refraining from any press release, press conference, public announcement, or statements of any kind to the news media (both print and electronic), and from any statements to other sports teams, to other television operators, or to government officials or

agencies, unless required by law.

Section 21. Representation and Warranties of Orioles.

The Orioles represent and warrant to HTS as follows:

21.1 Good Standing. The Orioles are a limited partnership duly organized and existing and in good standing under the laws of the State of Maryland and have the corporate power to own their properties and to carry on their business as now being conducted. TCR is a limited liability partnership duly organized and existing and in good standing under the laws of the State of Maryland and have the corporate power to own their properties and to carry on their business as now being conducted.

21.2 Authority. TCR and the Orioles have full power, authority and legal right to execute, deliver and perform this Agreement, and the execution, delivery and performance by TCR and the Orioles of this Agreement have been duly authorized by all necessary partnership action on the part of TCR and the Orioles and do not require any partner approval or the approval or consent of any trustee or holders of any indebtedness or obligations of TCR and the Orioles or the approval or consent of any association, league, governmental agency or instrumentality (except for the necessary approvals of Major League Baseball, which approvals TCR and the Orioles have obtained on or before the date hereof) and the execution, delivery and performance of this Agreement by TCR and the Orioles will not constitute as of the date hereof a default or contravention of the partnership agreement of TCR and the Orioles or any agreement including those summarized at or supplied pursuant to Section 8.1 to which TCR and the Orioles are a party or by which TCR and the Orioles may be bound.

21.3 Enforceability. This Agreement has been duly executed and delivered by TCR and the Orioles and constitutes the legal, valid and binding obligation of TCR and the Orioles enforceable in accordance with its terms.

21.4 Title to Television Rights.

21.4.1 The Orioles, through TCR, own the Television Rights granted herein to HTS free and clear of all restrictions, claims, liens and/or encumbrances of any type or kind whatsoever and have not sold, licensed, granted or otherwise transferred to any other person any interest in (including, without limitation, any option to acquire any interest in) any Television Rights, except to the extent of such agreements now or hereafter existing of the nature described in Section 3.3 above by and among Major League Baseball, the Office of the Commissioner of Baseball, the American League, the National League or the member teams of the American League or the National League that may affect the Television Rights granted herein.

21.4.2 Neither TCR nor the Orioles have sold, licensed, granted or otherwise transferred to any person (other than HTS) any interest (including, without limitation, any option to acquire any interest) in any Television Rights with respect to any Orioles Games to occur at any time after the date of this Agreement and have not taken any action that could result in the creation of any restriction, claim, lien and/or encumbrance on such Television Rights, except to the extent of such agreements now or hereafter existing of the nature described in Section 3.3 above by and among Major League Baseball, the Office of the Commissioner of Baseball, the American League, the National League or the member teams of the American League or the National League that may affect the Television Rights granted herein.

21.5 Valuation.

With respect to the various commercial, promotional, and merchandising rights accorded HTS (for example, for illustration purposes only, the private suite rights under Section 12.4), the rights shall be deemed to have a financial value equivalent to the value (as determined solely by TCR) at the time the rights are, or would be, exercised by HTS.

Section 22. Representations and Warranties of HTS.

HTS represents and warrants to TCR and the Orioles as follows:

22.1 Good Standing. HTS, a limited partnership duly organized and existing and in good standing under the law of the State of Delaware, has the power to own its properties and to carry on its business as now being conducted.

22.2 Authority. HTS has full power, authority and legal right to execute, deliver and perform this Agreement, and the execution, delivery and performance by HTS of this Agreement has been duly authorized by all necessary corporate action on the part of HTS and does not require any partner approval or the approval or consent of any trustee or holders of any indebtedness or obligations of HTS or the approval or consent of any governmental agency or instrumentality.

22.3 Enforceability. This Agreement has been duly executed and delivered by HTS and constitutes the legal, valid and binding obligation of HTS in accordance with its terms.

Section 23. Continuation of Certain Representations and Warranties.

It shall be a condition to the obligations of TCR and the Orioles that each of the material representations and warranties of HTS as set forth in Paragraph 22 be true on the date on which

TCR and the Orioles must act upon such obligations pursuant to this Agreement as if made on and as of that date. It shall be a condition to the obligations of HTS (including, without limitation, the obligation to make any payments hereunder) that each of the material representations and warranties of TCR and the Orioles as set forth in Paragraph 21 be true on the date on which HTS must act upon such obligations pursuant to this Agreement as if made on and as of that date.

Section 24. Remedies.

24.1 Remedies of HTS. In the event of any of the following:

- (a) any representation or warranty made by TCR or the Orioles herein or in connection with this Agreement shall prove to be false or misleading in any material respect; or
- (b) any material default shall occur or be made in the due observance of any covenant, condition or agreement of TCR or the Orioles set forth in this Agreement which remains uncured 60 days after written notice of the same is provided by HTS;

then, and in every such event and at any time thereafter during the continuance of such event, HTS may, by written notice to TCR or the Orioles, at the same or different times, take one or more of the following actions:

- (a) terminate this agreement;
- (b) pursue any other remedy under this Agreement;
- (c) seek specific performance of this Agreement in a court of competent jurisdiction; and/or
- (d) pursue any other remedy to which HTS is entitled under the law of the State of Maryland,

unless this Agreement provides specifically for a remedy for such event which this Agreement designates as the sole and exclusive remedy for such event in which case such remedy shall be the sole and exclusive remedy for such event to the exclusion of any right of termination or of any other remedy provided in this Section 24.1 or by law.

24.2 Remedies of TCR and the Orioles. In the event of any of the following:

- (a) any representation or warranty made by HTS herein or in connection with this Agreement shall prove to be false or misleading in any material respect; or

(b) any material default shall occur or be made in the due observance of any covenant, condition or agreement of HTS set forth in this Agreement which remains uncured 60 days after written notice of the same is provided by TCR or the Orioles;

then, and in every such event and at any time thereafter during the continuance of such event, TCR or the Orioles may, by written notice to HTS, at the same or different times, take one or more of the following actions:

- (a) terminate the Agreement;
- (b) pursue any other remedy under this Agreement;
- (c) seek specific performance of this Agreement in a court of competent jurisdiction; and/or
- (d) pursue any other remedy to which TCR or the Orioles are entitled under the law of the State of Maryland,

unless this Agreement provides specifically for a remedy for such event which this Agreement designates as the sole and exclusive remedy for such event in which case such remedy shall be the sole and exclusive remedy for such event to the exclusion of any right of termination or of any other remedy provided in this Section 24.2 or by law.

Section 25. Names.

25.1 TCR and the Orioles acknowledge that the name of "Home Team Sports," and any other name, trade name and/or trademark used by HTS from time to time in connection therewith, and the names "HTS" and "WJZ-TV" are the exclusive property of HTS and that neither TCR nor the Orioles have or will acquire any proprietary rights therein by reason of this Agreement or otherwise. Neither TCR nor the Orioles will use HTS's or WJZ-TV's name, or any other name, trade name or trademark used by HTS or WJZ-TV from time to time in connection therewith, in any other corporate name or trade name or otherwise use or assert a claim for any interest therein. TCR and the Orioles may refer to the name of HTS or WJZ-TV and any mark thereof only if it is clear that the name and mark used are source marks for the HTS's and WJZ-TV's programming and program sources, and such use by TCR or the Orioles shall be in accordance with any further written instructions that may be issued by HTS from time to time.

25.2 HTS acknowledges that the name of the Orioles and any other name, trade name and/or trademark used by the Orioles from time to time in connection therewith, including, but not limited to "O's", "Orioles Television Network", "O's TV" or any variation(s) of the foregoing and the names "Orioles," "Baltimore Orioles," "Baltimore Orioles, Inc.," "Orioles, Inc.," "Baltimore

Orioles Limited Partnership," "Baltimore Professional Baseball, Inc.," and "Baltimore Baseball Club" are the exclusive property of the Orioles and that HTS has not and will not acquire any proprietary rights therein by reason of this Agreement or otherwise. HTS will not use the Orioles' name, or any other name, trade name or trademark used by the Orioles from time to time in connection therewith, in any other corporate name or trade name or otherwise use or assert a claim for any interest therein. HTS may refer to the name of the Orioles and any mark thereof only if it is clear that the name and mark used are trademarks or service marks of the Orioles, and such use by HTS shall be in accordance with any further written instructions that may be issued by the Orioles and/or the American League, Major League Baseball, the Office of the Commissioner of Baseball or Major League Properties from time to time.

Section 26. Westinghouse Electric Corporation Guaranty.

Westinghouse Electric Corporation, the Managing General Partner of HTS, guarantees the payment obligation of HTS in Sections 4 and 5 of the Agreement.

Section 27. Baltimore Orioles Limited Partnership Guaranty.

Baltimore Orioles Limited Partnership, which owns the Baltimore Orioles Team, guarantees the obligations of TCR under this Agreement.

Section 28. Whole Agreement.

This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties with respect thereto. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings of the parties other than those expressly set forth or referred to herein.

Section 29. Notices.

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if given) by personal delivery, certified mail (return receipt requested), facsimile (the receipt of which is confirmed in writing) or by nationally recognized overnight courier, to the respective parties as follows:

If to TCR: Baltimore Orioles Limited Partnership
c/o Baltimore Orioles, Inc.
c/o Peter G. Angelos, President
333 West Camden Street
Baltimore, Maryland 21201
Facsimile: (410) 547-6277

with a copy to: Alan Rifkin, Esq.
Rifkin, Livingston, Levitan
& Silver, L.L.C.
575 S. Charles Street, Suite 200
Baltimore, Maryland 21201
Facsimile: (410) 837-9716

If to Orioles: Baltimore Orioles Limited Partnership
c/o Baltimore Orioles, Inc.
c/o Peter G. Angelos, President
333 West Camden Street
Baltimore, Maryland 21201
Facsimile: (410) 547-6277

with a copy to: Alan Rifkin, Esq.
Rifkin, Livingston, Levitan
& Silver, L.L.C.
575 S. Charles Street, Suite 200
Baltimore, Maryland 21201
Facsimile: (410) 837-9716

and

If to HTS: Mr. Jody Shapiro
General Manager
Home Team Sports Limited Partnership
7700 Wisconsin Avenue
Bethesda, Maryland 20814
Facsimile: (301) 718-3250

with a copy to: General Counsel
Group W Satellite Communications
250 Harbor Drive
Stamford, Connecticut 06904
Facsimile: (203) 965-6020

or to such other address as any party may have furnished (with respect to itself) to all of the other parties in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

Section 30. Choice of Law.

This Agreement shall be governed by and construed under the laws of the State of Maryland, without regard to its laws regarding conflicts of laws.

Section 31. Miscellaneous.

31.1 Binding Effect. Subject to the provisions of Section 19 hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors in interest and permitted assigns of either of the parties hereto.

31.2 No Waiver. The failure to require the strict performance of any term, covenant or condition of this Agreement or to exercise any right or remedy available on a breach thereof shall not constitute a waiver of any such breach or of any such term or condition. The consent to, or the waiver of, any breach, or the failure to require on any single occasion the performance or timely performance of any term, covenant, or condition of this Agreement shall not be construed as authorizing any subsequent or additional breach and shall not prevent a subsequent enforcement of such term, covenant, or condition.

31.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever (unless such illegality or invalidity shall be tantamount to a substantial failure of consideration) such illegality or invalidity shall not affect the validity of the remainder of the terms and provisions of this Agreement. It is the intention of the parties that this Agreement be construed as a single contract and not as a series of severable contracts.

31.4 Modifications. This Agreement cannot be changed, modified, or voided, in whole or in part, except by an agreement in writing executed by the parties.

31.5 Interpretation. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

31.6 Headings. The headings set forth in this Agreement are for reference and the convenience of the parties only and are not to be construed as a part of this Agreement nor affect the interpretation of any of its provisions.

Section 32. Existing Agreement.

The Telecast Rights Agreement dated as of January 1, 1994 by and between Baltimore Orioles Limited Partnership and Westinghouse Broadcasting Company, Inc. shall survive execution of

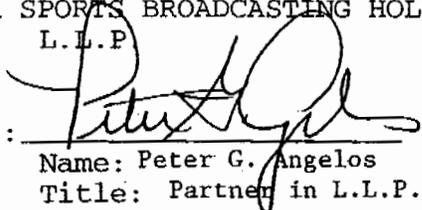
this Agreement until such time as HTS, has made all payments due thereunder to the Orioles. The parties shall settle up all such payment obligations under that Agreement as soon as possible, and upon completion thereof in accordance with the terms of that Agreement, that Agreement shall be deemed to have been terminated.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

WITNESS/ATTEST:

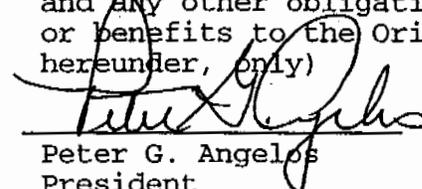
TCR SPORTS BROADCASTING HOLDING,
L.L.P.

By:  [SEAL]

Name: Peter G. Angelos
Title: Partner in L.L.P.

BALTIMORE ORIOLES LIMITED
PARTNERSHIP

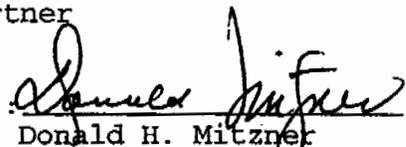
By: Baltimore Orioles, Inc.,
Managing General Partner
(as to Guaranty in Section 27,
and any other obligations of
or benefits to the Orioles
hereunder, only)

By:  [SEAL]

Peter G. Angelos
President

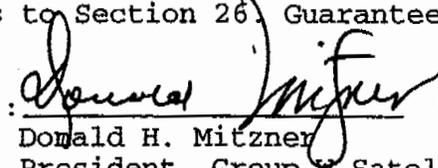
HOME TEAM SPORTS LIMITED PARTNERSHIP

By: Westinghouse Electric
Corporation, Managing General
Partner

By:  [SEAL]

Donald H. Mitzner
President, Group W Satellite
Communications

WESTINGHOUSE ELECTRIC CORPORATION
(as to Section 26, Guarantee only)

By:  [SEAL]

Donald H. Mitzner
President, Group W Satellite
Communications

Attachments:

Exhibit A: Definition of Home Television Territory

BALTIMORE ORIOLES
HOME TELEVISION TERRITORY

State of Maryland

Washington, D.C.

State of Virginia

State of Delaware

West Virginia counties:

Grant	Morgan
Hardy	Berkeley
Mineral	Jefferson
Hampshire	

York/Harrisburg/Lancaster Pennsylvania ADI counties:

Adams	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Juniata	York
Lancaster	

Eastern North Carolina from Winston Salem/Charlotte,
including Winston Salem/Charlotte

The above territory contains some areas that are exclusive to the Orioles and some areas that are non-exclusive to the Orioles vis-à-vis other teams. If during the Term these areas change, the fees paid by HTS shall be renegotiated to reflect any diminution in value to HTS of the agreement.

*

EXHIBIT 31

PROJECT EXTRADITION

Hypothetical Financial Model

Preliminary Draft - For Discussion Purposes Only

6/2/04

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

New RSN Programming Breakdown

Days per Year 365
 Hours per Day 24
Total Programming Hours 8,760

	Original Episodes	Hours per Game / Episode	Repeat Factor	Hours w/ Replay Per Episode	Total Hours	Production Cost per Episode	Annual Production Costs
Regular Season Games (w/ Pre & Post Game)	200	4.0	1 x	4	800	\$ 40,000	\$ 8,000,000
Shoulder Programming	289	1.0	20 x	20	5,770	\$ 25,000	7,212,500
Paid Programming		6.0		365	2,190		
Total					<u>8,760</u>		<u>\$ 15,212,500</u>

New RSN - 4.53MM Homes at Launch

(\$ in '000)

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Subs at Launch	44.0%	4.533									
Inner Market											
Ending Cable Subs		1,892	2,002	2,012	2,022	2,033	2,043	2,053	2,063	2,073	2,084
Growth %		0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Average Cable Subs		1,892	1,987	2,007	2,017	2,027	2,038	2,048	2,058	2,068	2,079
Cable Rate		\$ 2.18	\$ 2.27	\$ 2.36	\$ 2.45	\$ 2.55	\$ 2.65	\$ 2.76	\$ 2.87	\$ 2.98	\$ 3.10
Cable Escalator			4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
License Fees		\$2,144	\$4,368	\$9,823	\$9,891	\$2,076	\$4,862	\$7,814	\$11,859	\$12,385	\$12,868
Ending DBS Subs	7.4%	333	335	337	338	340	342	343	345	347	349
Growth %		0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%
Average DBS Subs		333	334	336	338	339	341	343	344	346	348
DBS Rate		\$ 2.18	\$ 2.27	\$ 2.36	\$ 2.45	\$ 2.55	\$ 2.65	\$ 2.76	\$ 2.87	\$ 2.98	\$ 3.10
DBS Escalator			4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
License Fees		\$ 8,725	\$ 9,807	\$ 9,937	\$ 10,066	\$ 11,196	\$ 11,326	\$ 11,456	\$ 11,586	\$ 11,716	\$ 11,846
Outer Market											
Ending Cable Subs	41.7%	1,890	1,910	1,919	1,929	1,939	1,949	1,958	1,968	1,978	1,978
Growth %		0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Average Cable Subs		1,891	1,896	1,905	1,915	1,924	1,934	1,944	1,953	1,963	1,973
Cable Rate		\$ 1.09	\$ 1.13	\$ 1.18	\$ 1.23	\$ 1.28	\$ 1.33	\$ 1.38	\$ 1.44	\$ 1.49	\$ 1.55
Cable Escalator			4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
License Fees		\$ 24,745	\$ 25,799	\$ 26,853	\$ 27,907	\$ 28,961	\$ 30,015	\$ 31,069	\$ 32,123	\$ 33,177	\$ 34,231
Ending DBS Subs	7.0%	316	318	320	321	323	324	326	328	329	331
Growth %		0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%
Average DBS Subs		316	317	319	320	322	324	325	327	328	330
DBS Rate		\$ 1.09	\$ 1.13	\$ 1.18	\$ 1.23	\$ 1.28	\$ 1.33	\$ 1.38	\$ 1.44	\$ 1.49	\$ 1.55
DBS Escalator			4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
License Fees		\$ 4,140	\$ 4,317	\$ 4,512	\$ 4,718	\$ 4,923	\$ 5,129	\$ 5,334	\$ 5,539	\$ 5,744	\$ 5,949
Total Subs											
Inner Market - Cable		1,892	2,002	2,012	2,022	2,033	2,043	2,053	2,063	2,073	2,084
Inner Market - DBS		333	335	337	338	340	342	343	345	347	349
Outer Market - Cable		1,891	1,900	1,910	1,919	1,929	1,939	1,949	1,958	1,968	1,978
Outer Market - DBS		316	318	320	321	323	324	326	328	329	331
Total		4,533	4,556	4,578	4,601	4,624	4,647	4,671	4,694	4,718	4,741
Total License Fees:											
Inner Market - Cable		\$2,144	\$4,368	\$9,823	\$9,891	\$2,076	\$4,862	\$7,814	\$11,859	\$12,385	\$12,868
Inner Market - DBS		\$ 8,725	\$ 9,807	\$ 9,937	\$ 10,066	\$ 11,196	\$ 11,326	\$ 11,456	\$ 11,586	\$ 11,716	\$ 11,846
Outer Market - Cable		\$ 24,745	\$ 25,799	\$ 26,853	\$ 27,907	\$ 28,961	\$ 30,015	\$ 31,069	\$ 32,123	\$ 33,177	\$ 34,231
Outer Market - DBS		\$ 4,140	\$ 4,317	\$ 4,512	\$ 4,718	\$ 4,923	\$ 5,129	\$ 5,334	\$ 5,539	\$ 5,744	\$ 5,949
Total Cable		\$ 76,868	\$ 80,184	\$ 85,768	\$ 87,575	\$ 91,533	\$ 95,671	\$ 99,985	\$ 104,515	\$ 109,239	\$ 114,176
Total DBS		\$ 12,868	\$ 13,413	\$ 14,018	\$ 14,653	\$ 15,315	\$ 16,007	\$ 16,731	\$ 17,487	\$ 18,277	\$ 19,103
Total License Fees		\$ 89,736	\$ 93,597	\$ 99,786	\$ 102,227	\$ 106,848	\$ 111,678	\$ 116,716	\$ 122,002	\$ 127,516	\$ 133,279
Blended Fee / Sub / Month		\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276	\$ 1.276
CSN 2001 - Regan		\$ 5.952	\$ 1,828	\$ 1,917	\$ 1,988	\$ 2,059	\$ 2,130	\$ 2,201	\$ 2,272	\$ 2,343	\$ 2,414
Est. Annual Growth											
CSN Games		197	200	203	206	209	212	215	218	221	224
Target		\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65
Implied Fee / Game		\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083	\$ 0.0083
Assumes Subsidizing of 50 Games to Over-the-Air											
Assumes Subsidizing of 50 Games to Over-the-Air											
Cable Projected Ad Revenue Per Game on CSN Chicago * Adj. Factor		\$ 70	\$ 73	\$ 77	\$ 81	\$ 85	\$ 89	\$ 94	\$ 98	\$ 103	\$ 109
% Growth		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Cable Projected Ad Revenue Per Game on CSN Chicago * Adj. Factor		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
% Growth		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adj. Factor = Washington D.C. CPP / Chicago CPP (Avg. PrimeTime 2010 CPP / 2010 CPP)		\$ 73	\$ 77	\$ 81	\$ 85	\$ 89	\$ 94	\$ 98	\$ 103	\$ 108	\$ 113
% Growth		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

New RSN - 4.53MM Homes at Launch (\$ in 000)

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Gross Ad Revenue - Orioles Games	5,988	7,346	7,713	8,099	8,504	8,920	9,375	9,844	10,336	10,863	11,417
Gross Ad Revenue - Senators Games	5,956	7,346	7,713	8,099	8,504	8,920	9,375	9,844	10,336	10,863	11,417
Gross Ad Revenue - Shoulder Programming	4,358	4,554	4,782	5,021	5,272	5,536	5,813	6,103	6,408	6,729	7,066
% Growth		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Over-the-Air Revenue, Net - Orioles	5,000	5,200	5,408	5,624	5,848	6,083	6,327	6,580	6,843	7,117	7,403
Over-the-Air Revenue, Net - Senators	5,000	5,200	5,408	5,624	5,848	6,083	6,327	6,580	6,843	7,117	7,403
Total Gross Ad Revenue	28,330	29,848	31,024	32,467	33,978	35,560	37,217	38,961	40,767	42,668	44,668
Agency Commissions	(2,769)	(2,857)	(3,031)	(3,183)	(3,342)	(3,508)	(3,681)	(3,861)	(4,048)	(4,242)	(4,443)
Net Ad Revenue	25,560	26,991	27,993	29,284	30,636	32,052	33,536	35,100	36,719	38,426	40,225
Total Revenue	115,333	120,338	125,800	131,912	138,484	145,429	152,757	160,473	168,584	177,091	185,996
Team Rights Payments	20,000	20,800	21,632	22,497	23,397	24,333	25,306	26,319	27,371	28,463	29,595
Oracles	\$ 133	\$ 139	\$ 144	\$ 150	\$ 156	\$ 162	\$ 169	\$ 175	\$ 182	\$ 189	\$ 196
Per Game		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
% Growth		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Sauators	20,000	20,800	21,632	22,497	23,397	24,333	25,306	26,319	27,371	28,463	29,595
Per Game	\$ 133	\$ 139	\$ 144	\$ 150	\$ 156	\$ 162	\$ 169	\$ 175	\$ 182	\$ 189	\$ 196
% Growth		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Total Rights Payments	40,000	41,600	43,264	44,994	46,794	48,666	50,613	52,637	54,743	56,932	59,210
Game Production Cost	5,000	5,240	5,487	5,742	6,004	6,274	6,552	6,839	7,134	7,438	7,749
Game Production Cost		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth %		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Additional Cost per HD Game		6	6	6	6	6	6	6	6	6	6
Growth %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
% of Games Produced in HD	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%	100.0%
Total Games Produced in HD	20	40	60	80	100	120	140	160	180	200	200
HD Production Cost	105	221	347	486	638	804	985	1,182	1,386	1,626	1,907
Total Game Production Cost	8,105	8,467	8,834	9,228	9,642	10,078	10,537	11,021	11,530	12,067	12,674
Shoulder Programming	7,213	7,425	7,652	7,891	8,146	8,417	8,704	9,007	9,337	9,693	10,075
VOO	1,100	1,210	1,331	1,464	1,611	1,772	1,949	2,144	2,358	2,594	2,853
Studio, On-Air, Promotion and Production Personnel	6,750	6,953	7,161	7,378	7,607	7,850	8,109	8,385	8,678	9,000	9,353
Total Other Programming	18,063	18,981	19,144	19,721	20,436	21,288	22,182	23,127	24,121	25,167	26,266
Network Operations	1,500	1,580	1,622	1,687	1,755	1,825	1,898	1,974	2,053	2,135	2,220
Advertising Sales	6,968	6,929	6,205	6,489	6,766	7,112	7,443	7,780	8,153	8,584	9,066
Marketing & Affiliate Sales	6,000	4,311	4,483	4,663	4,849	5,043	5,246	5,455	5,673	5,900	6,138
Legal & Administrative	6,780	7,020	7,301	7,593	7,897	8,212	8,541	8,883	9,238	9,607	10,000
Total Other Operating Expenses	19,918	19,820	19,611	20,436	21,288	22,182	23,127	24,121	25,167	26,266	27,413
Total Expenses	53,013	54,472	57,864	61,360	65,056	68,985	73,175	77,705	82,584	87,813	93,397
EBITDA	32,280	34,864	37,948	40,132	42,428	44,834	47,360	50,008	52,783	55,686	58,721
Growth %		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Depreciation	1,422	1,848	1,890	1,879	1,110	1,144	732	311	327	343	343
EBIT	(6,420)	20,766	34,016	38,053	41,317	43,690	46,228	48,987	52,459	55,343	58,378
Net Income	\$ (6,420)	\$ 20,766	\$ 34,016	\$ 38,053	\$ 41,317	\$ 43,690	\$ 46,228	\$ 48,987	\$ 52,459	\$ 55,343	\$ 58,378
Start-Up Costs / Capital Expenditures	\$ 10,000	\$ 250	\$ 283	\$ 278	\$ 289	\$ 304	\$ 310	\$ 325	\$ 362	\$ 388	\$ 396
Growth %		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

Return 15% if Comed

Allen & Company LLC

7/19/04 1:22 PM

**New RSN - 4.53MM Homes at Launch
(\$ Int 000)**

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

Depreciation Schedule
MACRS Rates - Half-Yr Convention

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
CapEx	1,428	2,449	1,749	1,249	893	892	893	446			
Depreciation											
2005											
2006		38	81	44	31	22	22	22	11		
2007			38	64	46	33	23	23	23	12	
2008				39	68	48	34	25	25	25	12
2009					41	71	51	36	26	25	25
2010						49	74	53	38	27	27
2011							46	78	58	40	28
2012								48	82	59	42
2013									90	86	82
2014										63	80
2015											343
	1,428	2,485	1,848	1,388	1,079	1,110	1,144	782	311	327	

14.3%	24.5%	17.6%	12.6%	8.9%	8.9%	8.9%	4.9%
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New RSN DCF - 4.53MM Homes at Launch (\$ in 000)

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

Launch Year	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Cable Subs	3,883	3,903	3,922	3,942	3,962	3,981	4,001	4,021	4,041	4,062
DSS Subs	650	653	656	660	663	666	669	673	676	680
Total Subs	4,533	4,556	4,578	4,601	4,624	4,647	4,671	4,694	4,718	4,741
License Fee Revenue	\$ 89,753	\$ 93,577	\$ 97,807	\$ 102,227	\$ 106,848	\$ 111,678	\$ 116,725	\$ 122,001	\$ 127,516	\$ 133,280
Net Ad Revenue	25,580	26,759	27,993	29,285	30,636	32,051	33,532	35,082	36,705	38,403
Total Revenue	115,333	120,336	125,800	131,512	137,484	143,729	150,257	157,084	164,221	171,683
EBITDA	32,250	36,854	37,946	40,132	42,426	44,834	47,360	50,009	52,785	55,698
% Margin	28.0%	29.8%	30.2%	30.6%	30.9%	31.2%	31.5%	31.8%	32.1%	32.4%
% Growth		11.2%	5.8%	5.8%	5.7%	5.7%	5.6%	5.6%	5.6%	5.5%
Net Income	(6,428)	34,016	36,550	39,053	41,317	43,680	46,628	49,697	52,459	55,353
Plus: Depreciation	1,429	1,848	1,396	1,079	1,110	1,144	732	311	327	343
Less: Capital Expenditures	(10,000)	(253)	(276)	(299)	(304)	(319)	(335)	(352)	(369)	(388)
Free Cash Flow	(15,000)	35,602	37,670	39,843	42,123	44,515	47,025	49,657	52,416	55,308

DCF Assumptions:

Terminal Multiple (EBITDA)	12.0x	PV as of 1/1/05 of Annual Cash Flows	247,377
RSN Discount Rate	8.0%	PV of Terminal Value	268,844
Terminal Value (2015)	868,350		

New RSN Programming Breakdown

Days per Year 365
 Hours per Day 24
Total Programming Hours 8,760

	Original Episodes	Hours per Game / Episode	Repeat Factor	Hours w/ Replay Per Episode	Total Hours	Production Cost per Episode	Annual Production Costs
Regular Season Games (w/ Pre & Post Game)	200	4.0	1 x	4	800	\$ 40,000	\$ 8,000,000
Shoulder Programming	289	1.0	20 x	20	5,770	\$ 25,000	7,212,500
Paid Programming		6.0		365	2,190	-	-
Total					<u>8,760</u>		<u>\$ 15,212,500</u>

EXHIBIT 32

REDACTED

-----Original Message-----

From: David Gluck

To: 'matt_bond@cable.comcast.com'; 'Alan_Dannenbaum@cable.comcast.com'

Cc: 'bwhitelaw@orioles.com'; 'jfoss@orioles.com'; 'wyche@bortz.com'

Sent: 04/18/2005 7:24 AM

Subject: our meeting last week

Guys, thanks very much for the hospitality last week...it was good to finally put faces with the voices after all this time.

I hope that we were able to answer all of your questions sufficiently while we were in Philly; but, if there is anything else you need, please let me know. I will follow up with a call later this week to see where we may be on a carriage arrangement. The Nationals are playing quite well this early season.

Hope to talk to you guys soon. Regards, David 214.415.3846

EXHIBIT 33

MID ATLANTIC SPORTS NETWORK

May 23, 2005

Mr. Matt Bond
EVP Programming
Comcast Cable Communications
1500 Market St.
Philadelphia, PA 19102

By UPS Overnight

Dear Matt:

On May 13 I e-mailed you the attached Term Sheet containing a proposal for Comcast's carriage of MASN. I left a voice mail message last week, but I understand that you were out on vacation last week. So I just thought I would follow up with you and send the Term Sheet along with this letter, just in case my e-mail message did not go through to you.

We would value having Comcast as an affiliate of MASN, and we hope that you will have an opportunity soon to review our proposal. I will call you as a follow-up on Wednesday. Of course, please call me at any time (214.415.3846) with any questions or comments that you may have.

Sincerely,



David Gluck

EXHIBIT 34



1500 Market Street
Philadelphia, PA 19102
Phone: 215-981-7814
Fax: 215-655-8148

To:	David Gluck	From:	Madison Bond 215-320-8630
Fax:	410-547-6280	Re:	
Phone:		cc:	
Date:	Tuesday, June 7, 2005	Pages:	including cover

Urgent For Your Review Please Comment For Review and Discussion

CONFIDENTIALITY NOTICE

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If there are any problems with the transmission of this fax please call Shanna McGough at 215-981-8427.



Comcast Cable
1400 Market Street
Philadelphia, PA 19102

June 7, 2005

By Facsimile (410-547-6280)

David Gluck
Mid-Atlantic Sports Network
933 West Camden Street
Baltimore, MD 21201

Dear David:

Thank you for the proposed term sheet for the carriage of Mid-Atlantic Sports Network ("MASN") on Comcast's cable television systems.

The evaluation of your proposed multi-year MASN term sheet is very complicated given: (1) the extraordinarily late launch (virtually on the eve of the beginning of this baseball season) and lack of promotion of MASN; (2) the number of Washington Nationals games available on MASN for the remainder of the 2005 season; (3) the extremely limited and uncertain programming schedule that will be available on MASN in the foreseeable future (i.e., no guarantee that MASN will operate as a 24 hour/7 day a week regional sports network until January 2007 at earliest); (4) the substantial per-subscriber fees sought by MASN; (5) the pending litigation involving Comcast SportsNet Mid-Atlantic ("CSN") and MASN, the Baltimore Orioles, TOR Sports Broadcasting Holding, L.L.P. and Major League Baseball regarding future local pay television rights to Baltimore Orioles games; and (6) the mischaracterization of CSN's claims in that litigation in the proposed MASN term sheet.

So that we may further evaluate MASN's offer, we request that MASN provide the following information: (1) MASN's intentions with respect to providing additional live professional sports programming, including those sports events subject to the "Surcharge Events;" (2) MASN's prediction as to when it will become a "full time (24/7)" network and the programming that MASN anticipates offering when it becomes a full time network; and (3) copies of all agreements referenced in

David Gluck
June 7, 2005
Page 2

the "League Restrictions" section of the proposed term sheet to which any carriage agreement would be subject.

Thanks for your anticipated cooperation in this regard.

Sincerely,



Matt Bopp



EXHIBIT 35



June 9, 2005

Mr. Matt Bond
EVP Programming
Comcast Cable Communications
1500 Market St.
Philadelphia, PA 19102

By E-mail and Facsimile (215.655.8148)

Dear Matt:

Thanks very much for your letter of June 7, 2005. While we certainly appreciate that the decision to launch any new service can at times be complex, we assume that Comcast appreciates the value to Washington area viewers of seeing as many of the Washington Nationals games on the air as soon as possible (especially now that they are in first place), and we would have hoped that Comcast would have raised the issues and questions in your letter sooner. In any event, and as we mentioned when we met with you and Alan in April, we are willing to provide you with whatever information that you may need to make an informed decision about carrying the Nationals games and the MASN service.

Regarding your first question, MASN intends to add Orioles games after the expiration of the current license arrangement for Orioles games. The "Surcharge Events" can be live games (other than Orioles and Nationals non-playoff games) of any NFL, NBA, NHL, MLB team located in MASN's territory, or ACC men's basketball games. Currently we do not know what NFL, NBA, NHL, MLB team rights will become available for MASN to acquire during the term of the proposed arrangement with Comcast, nor whether any ACC men's basketball games will be available. However, the concept of "Surcharge Events" in conjunction with regional sports networks is surely not a new one to Comcast. As you well know, in order to acquire marquee programming that may become available during the term of an affiliation agreement, RSN's routinely seek and obtain their distributors' advance permission to receive a fee for such valuable programming; but any such fee is capped based upon an agreed formula.

In answer to your question (2), the network will convert to 24/7 on March 1, 2006, unless it makes sense from our various major distributors' perspective (because of bandwidth constraint issues) to delay such transition. The programming on the network will consist of high quality local, regional and national sporting events, sports news and information, sports talk and other related programming, similar to any other start-up regional sports network. MASN will keep its affiliates apprised of the network programming in advance on a regular basis.

Finally with respect to your request for agreements referenced in the "League Restrictions" portion of the Term Sheet, as a distributor of numerous RSN's offering

MID ATLANTIC SPORTS NETWORK
333 West Camden Street • Baltimore, Maryland 21201
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Mr. Matt Bond
Page 2

MLB games, we are confident that Comcast is aware of MLB's rules and restrictions regarding such distribution. There is nothing in any of the agreements referenced in the Term Sheet that enlarges or otherwise modifies the rules or restrictions as you know them.

I am hopeful that this addresses your questions sufficiently for you to make a decision regarding carriage of the Nationals Games and MASN. I will call you tomorrow to follow up; but, in the meantime, please do not hesitate to call me with any questions that you may have. We are available at your convenience to continue discussions or provide additional information regarding affiliating with MASN.

We would like nothing more than to have Comcast become an affiliate of MASN. The current MLB season is almost half over, and before you know it, the All-Star break will be upon us. We would appreciate a response to our Term Sheet as expeditiously as possible so that we can bring the remaining 2005 Nationals games and future seasons' games to their fans.

Sincerely,



David B. Gluck

EXHIBIT 36

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

----- X

COMCAST SPORTSNET MID-ATLANTIC, :
L.P. :

Plaintiff, :

Civil Action No.: 260751

BALTIMORE ORIOLES L.P., et al. :

Defendants. :

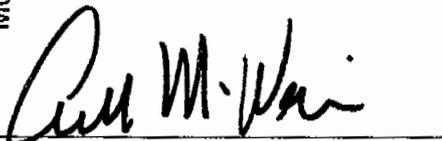
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MOTION TO DISMISS AMENDED COMPLAINT

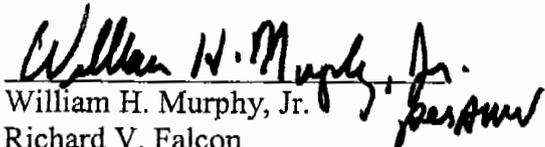
Now come the Defendants, Baltimore Orioles, L.P. and TCR Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network, by their undersigned attorneys, and move the Court to dismiss the Amended Complaint, and each Count thereof, filed by Comcast SportsNet Mid-Atlantic, L.P.

The grounds and authorities for this Motion are set forth in detail in the accompanying Memorandum In Support Of Motion To Dismiss Amended Complaint.

Respectfully submitted,



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JUN 13 2005

Clerk of the Circuit Court
Montgomery County, Md.

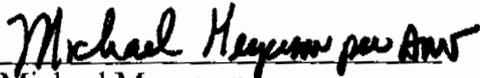


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410-837-4550

CERTIFICATE OF SERVICE

I CERTIFY that on June 13, 2005, a copy of the forgoing Motion To Dismiss Amended

Complaint was served by first class mail, postage prepaid to:

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Michael L. Rowan (Bar #16867)
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Albert D. Brault

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

----- X

COMCAST SPORTSNET MID-ATLANTIC, :
L.P. :

Plaintiff, :

Civil Action No.: 260751

BALTIMORE ORIOLES L.P., et al. : MEMORANDUM IN SUPPORT
: OF MOTION TO DISMISS

Defendants. :

----- X

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS AMENDED COMPLAINT

Now come the Defendants, Baltimore Orioles, L.P. ("BOLP") and TCR Sports Broadcasting Holding, L.L.P. ("TCR"), d/b/a Mid-Atlantic Sports Network ("MASN"),¹ by their attorneys, and file this Memorandum in Support of their Motion to Dismiss the Amended Complaint filed by Comcast SportsNet Mid-Atlantic, L.P. ("CSN").

INTRODUCTION

CSN's First Amended Complaint, its second try at stating a cause of action in this case, is founded on the same mistaken assumption as the original Complaint, namely that TCR and Major League Baseball ("MLB") formed a new entity in 2005 known as MASN and that TCR licensed the programming rights to MASN in breach of CSN's right to match third party offers for such a license. CSN's assumption is plainly mistaken because MASN is simply a registered

¹ MASN is only a trade name, registered by TCR for its business and not a legal entity (Ex. 3 to Rifkin Aff.). Accordingly, the Defendants have move separately to dismiss that part of the Complaint that mis-identifies MASN as a party separate and apart from TCR. This Memorandum is submitted on behalf of TCR in its own name and in its trade name.

JUN 13 2005

Clerk of the Circuit Court
Montgomery County, Md.

trade name of TCR and TCR has not licensed the Orioles programming rights to any third party. With the mistaken foundation exposed, CSN's Amended Complaint collapses.

The Amended Complaint in this case must be dismissed for the following reasons:

(1) The first Count against BOLP and TCR is legally deficient because these defendants did not breach the 1996 License Agreement. TCR did not license its future television rights to any third party. Nothing in the 1996 License Agreement prohibits TCR from retaining for itself the rights to produce and exhibit all Orioles games when the parties' contract expires in 2006. Furthermore, TCR did not transfer any of its telecast rights to Orioles games when it sold a minority interest in itself to MLB because transfer of an equity interest in an entity that owns property is not a transfer of the entity's property.

(2) The second Count, for alleged breach of the implied covenant of good faith and fair dealing, fails because Maryland law does not recognize a separate cause of action for breach of the implied covenant. The second Count is also deficient as a matter of law because TCR did not fail to fulfill any affirmative obligation under the 1996 License Agreement.

(3) The third Count, alleging that MASN tortiously interfered with the contract between TCR and CSN, is without basis because MASN is only a trade name for TCR and TCR cannot be sued for tortiously interfering with a contract to which it is a party.

STATEMENT OF FACTS

A. The Parties

The Plaintiff, CSN, is a Delaware limited partnership owned by Comcast Corporation ("Comcast") (Am. Compl. ¶ 12). CSN, which is one of a number of regional sports networks that Comcast owns, is known in the broadcast industry as a "video programming vendor," and, as defined in the Federal Communications Law, it is engaged in the "production, creation [and] wholesale distribution of video programming for sale" (47 U.S.C. § 536(b)).

CSN's parent, Comcast, is not a party to this case. Comcast is a cable operator known as a "multi-channel video programming distribution," and, as defined in the Federal Communications Law, it "makes available for purchase, by subscribers or customers, multiple channels of video programming" (47 U.S.C. § 522 (13)). The wholesale agreements, whereby programming vendors sell programming to multi-channel distributors are generally known as affiliation agreements.

CSN has named three defendants, BOLP, TCR and Major League Baseball ("MLB"). BOLP is a Maryland limited partnership that owns and operates the franchise from MLB for the Orioles baseball team (Am. Compl. ¶ 13). BOLP is also the majority owner and managing partner of TCR (Am. Compl. ¶ 14).

TCR is a Maryland limited liability partnership that is a regional sports network (Am. Compl. ¶ 14; Ex. 2 at §§ 2.A, 2.B, 2.D). TCR owns the underlying rights to produce and exhibit Orioles baseball games, though it has licensed certain of those rights to CSN for pay television games through the 2006 season (Am. Compl. ¶¶ 14, 46; Ex. 1.a. at ¶¶ 3.h and 20). In 2002, TCR began producing and telecasting over-the-air Orioles games. Under an agreement between and among MLP, BOLP and TCR dated March 28, 2005, TCR now also has the right to produce and exhibit Washington Nationals games (Ex. 2 at §§ 2.A, 2.D). Pursuant to a registration with the Maryland Department of Assessments and Taxation, TCR does business as MASN (Ex. 2 at § 2.B; Ex. 3). TCR is a "video programming vendor" as defined in the Federal Communication Law (47 U.S.C. § 536 (b)).

CSN also purports to sue TCR's trade name as if it were a separate entity that could be named as a fourth Defendant. As explained in the Defendants' separate Motion to Dismiss MASN for Lack of Personal Jurisdiction, and as reiterated at page 8 below, a trade name is not a

separate legal entity capable of being sued, and TCR, under its own name or under its trade name, is but one entity.

B. The 1996 License Agreement

In 1996, TCR entered into a ten-year license agreement with Home Team Sports (“HTS”) which was then owned by CBS/Westinghouse, for HTS to produce and televise 85 Orioles regular season baseball games annually on cable television (Ex. 1.a. at ¶ 3). The license expires 30 days after the conclusion of the 2006 World Series (Id. at ¶ 20).²

In 2000, Comcast purchased HTS and changed its name to CSN (Am. Compl. ¶ 49). The terms of the 1996 License Agreement that are at issue are contained in ¶ 16 of a document dated July 19, 1996. When conformed to account for the substitution and name change, § 16 now provides:

“Right to Match. Prior to the last year of the Term, [CSN] has the right to negotiate exclusively and during the last year nonexclusively for an extension of this Letter Agreement or a new agreement. If Owner [TCR] and [CSN] do not reach an agreement and Owner [TCR] thereafter receives a bona fide written offer from a third party for the telecast rights for the games of the Team, Owner [TCR] shall promptly forward such offer to [CSN] and [CSN] shall have the right to match such offer within thirty (30) days thereafter and obtain the offered rights. In order to allow for a fair comparison of offers, Owner [TCR] agrees to entertain only those offers for the rights for the games of the Team which are for

² The 1996 License Agreement came about when HTS exercised a right under an expiring 1994 Agreement to substitute itself as licensee for future pay television rights to Orioles games in response to a written offer, acceptable to BOLP, made by “a third party” (Am. Compl. ¶¶32, 35, 37, 46). The 1996 License Agreement consists of: a July 19, 1996 Letter Agreement (the “Letter Agreement”) containing a third party offer for the license; an October 8, 1996 agreement acknowledging HTS’ acceptance of the “terms and conditions” of the July 19, 1996 Letter Agreement and substituting HTS for the third party; and certain modifications to the documents required by MLB to conform to MLB rules (Ex. 1).

a fixed term of no less than three (3) years and in which all elements are reasonably reducible to a cash value, matchable in cash, and reasonably related to the grant of rights therein. This provision will survive expiration of this Letter Agreement.”

(Id.; Am. Compl. ¶ 42; emphasis added).

After its acquisition by Comcast, CSN negotiated with TCR for an extension of its 10-year license agreement. The negotiations were unsuccessful (Am. Compl. ¶ 49). CSN does not allege any facts that would show that TCR’s participation in those exclusive negotiations was other than in good faith. The only fair inference to be drawn from CSN’s artful omission is that the parties engaged in the give and take of ordinary commercial negotiation until they reached an impasse and terminated their discussions. CSN does not allege that it ever requested TCR to resume negotiations after they failed (Id.)

After the negotiations with CSN failed, and once TCR began producing and exhibiting Orioles over-the-air games in 2002, it became clear that TCR could operate as its own regional sports network. TCR decided that it would retain the pay television rights for itself when the 1996 License Agreement expired in 2006. As a result of that decision, TCR would then produce and exhibit all of the Orioles baseball games, both over-the-air and on pay television.

C. The 2005 Settlement Agreement

In 2004, MLB announced that it was relocating the Montreal Expos Baseball franchise to Washington D.C. where the team would be called the Washington Nationals (Am. Compl. ¶¶ 4, 15), and in March 2005, MLB, BOLP, TCR and the Washington Nationals entered into an agreement (the 2005 “Settlement Agreement,” Ex. 2).

The Settlement Agreement, in pertinent part, provides that: (1) MLB will grant TCR the sole and exclusive right to telecast the Washington Nationals games (Ex. 2 at §§ 2.A, 2.D.); (2) MLB, or its assignee, the Washington Nationals, will acquire a 10% partnership profits interest

in TCR, to be increased to a maximum of 33% in future years, in exchange for a capital contribution by MLB to TCR (Id. at § 2.N.); (3) TCR, “which currently serves as the foundation for the Orioles regional sports network,” will have the sole and exclusive right to telecast Nationals games, to telecast the 2005 and 2006 Orioles games not licensed to CSN and to telecast all Orioles games after 2007 (Id. at §§ 2.A, 2.D); (4) TCR will act as the regional sports network for telecasts of the Nationals and Orioles games after 2006 (Id. at §§ 2.A, 2.B); (6) TCR “will remain as the entity, for all legal purposes, through which the...games will be telecast” (Id. at § 2.B); and (7) TCR will register MASN as its trade name (Id. at § 2.B).

The 2005 Settlement Agreement covers telecasts throughout the area that has been the Orioles home television territory for more than thirty years. Under the 2005 Settlement Agreement, the Orioles, in effect, permit the Nationals to share their home television territory by having the Nationals games telecast within the same territory and through the same regional sports network - TCR - that owns the Orioles telecast rights (Id. at §§ 2.B, 2.D).³

The 2005 Settlement Agreement does not transfer any of TCR’s telecast rights to any third party. TCR retains those rights, and, in addition, acquires the telecast rights to Nationals games. While TCR sells a minority partnership profits interest to MLB in exchange for a capital contribution to TCR, TCR does not grant MLB any license to Orioles telecast rights.

D. This Lawsuit

CSN has initiated this action because its failed negotiations for a further license for Orioles telecast rights was followed by its unsuccessful effort to negotiate for the Nationals

³ The territory includes the States of Maryland and Delaware, the Commonwealth of Virginia, the District of Columbia and counties in Pennsylvania, West Virginia and North Carolina.

telecast rights. As a result of both of these unsuccessful commercial negotiations, CSN will have neither license rights to Nationals games nor license rights to Orioles games after 2006. This lawsuit is CSN's attempt to achieve through meritless litigation what it could not obtain through its failed negotiations.

THE STANDARD FOR GRANTING A MOTION TO DISMISS

In evaluating a motion to dismiss, the Court need only "assume the truth of the well-pleaded factual allegations of the complaint, including the reasonable inferences that may be drawn from those allegations." Adamson v. Correctional Medical Services, Inc., 359 Md. 238, 246 (2000). It is equally important that "the facts comprising the cause of action must be pleaded with sufficient specificity," and that "bald assertions and conclusory statements by the pleader will not suffice." Id. (quoting Bobo v. State, 346 Md. 706, 708-09 (1997) (citations omitted in original). "When drafting a Maryland circuit court complaint, it is the responsibility of counsel to distill from the client's narrative and any other relevant information acquired by investigation a concise statement of facts that will identify for the professional reader, be it adverse counsel or the court, the cause of action that is being asserted." Manikhi v. Mass Transit Admin., 360 Md. 333, 343 (2000).

The Complaint mistakenly alleges that MASN is a legal entity. This Court should take judicial notice of the official SDAT records (Ex. 3) which conclusively establish that MASN is merely TCR's registered trade name. In considering the facts for purpose of a motion to dismiss, the Court may "take judicial notice of additional facts that are either matters of common knowledge or capable of certain verification," Faya v. Almarez, 329 Md. 435, 444 (1993). See also Smith v. Hearst Corp., 48 Md. App. 135, 140-41 (1981) (court took judicial notice that newspaper in question was merely a division of a particular corporation).

The Complaint is also premised on the provisions of the 1996 License Agreement and the 2005 Settlement Agreement but mischaracterizes both contracts. The provisions of Maryland Rule 2-322(a) permit the Court to consider documents referenced in the Complaint, or otherwise integral to the case, that are supplied by a defendant in support of its motion. Hrehorovich v. Harbor Hosp. Center, Inc., 93 Md. App. 772, 781 (1992), cert. denied, 330 Md. 319 (1993) (“we find that the trial court’s obvious consideration of the additional portions of documents supplied by appellees in this case was proper under Maryland Rule 2-322(c)”)⁴.

ARGUMENT

I. THE 2005 SETTLEMENT AGREEMENT DID NOT TRIGGER TCR’S RIGHT TO MATCH UNDER THE 1996 LICENSE AGREEMENT

CSN’s right to match under the 1996 License Agreement was not triggered by the 2005 Settlement Agreement that BOLP and TCR made with MLB. The 1996 License Agreement provides that, if TCR “receives a bona fide written offer” from a third party “for the telecast rights to the games” of the Orioles, CSN shall have the right to match such offer...and obtain the offered rights” (Ex. 1.a.at ¶ 16). Under the 2005 Settlement Agreement, TCR does not license its telecast rights for Orioles games to MLB or to any other third party. The 2005 Settlement Agreement is explicit in its recognition that the telecast rights to Orioles games after 2006 are to remain with TCR. The only licenses for telecast rights for baseball games (whether for Orioles

⁴ The operative documents are necessary because the Court, on a motion for dismiss, is obliged to “construe the contracts as a whole,” Bausch & Lomb v. Utica Mutual Ins. Co., 330 Md. 758, 779 (1993), giving effect to every clause and phrase, so as not to omit an important part of the agreement. Sagner v. Glenangus Farms Inc., 234 Md. 156, 167 (1964).” Owens-Illinois, Inc. v. Cook, --- Md. ---, 2005 WL 946584 (April 26, 2005); see Kelley Const. Co. v. Washington Suburban Sanitary Commission, 247 Md. 241, 249-50 (1967) (applying this canon of contract construction on demurrer).

or Nationals games) are licenses to TCR and not from TCR to any third party (2005 Settlement Agreement, Ex. 2 at §§ 2.A., 2.D.)

CSN is undoubtedly wrong when it alleges that it has been denied the opportunity to match “the terms of the license of the Orioles local pay television rights to the joint venture or MASN” (Am. Compl. ¶ 77). The allegation is absurd because MASN is TCR. It is “well settled that the use of an assumed business name does not create a separate legal entity and that the designation d/b/a is merely descriptive of the person or corporation who does business under some other name.” Snowden v. Checkpoint Check Cashing, 290 F.3d 631, 635 n.2 (4th Cir.), cert. denied, 537 U.S. 1087 (2002); see also 8 Fletcher Encyclopedia of the Law of Private Corporations § 3831 (revised ed. 1992 & Supp. 1999) (“use of d/b/a or ‘doing business as’ to associate an assumed or fictitious name with a corporation does not, without more, create a separate legal entity different from the corporation.”).

TCR did not license the Orioles television rights to anyone, and there are no terms of any license to match. The plain language of the right-to-match clause is limited to bona fide offers for a license of the Orioles telecast rights that are received from a “third party.” A third party is defined as being “someone other than the principal parties.” Black’s Law Dictionary 1489 (7th ed., 1999). The matching clause cannot apply if there is no offer for a license from a third party and, in this case, there is simply no such “third party” offer. The parties to the 1996 License Agreement are TCR and CSN, and the 1996 License Agreement specifically describes TCR as “Owner” of the Orioles telecast rights. The fact that TCR now trades as MASN cannot conceivably alter the conclusion that MASN is not a “third party.” See e.g., Airline Economics, Inc. v. Pareti, 1993 U.S. Dist. LEXIS 11055 (D.D.C., 1993) (stating that “the terms third party referred to an adverse party with no affiliation to the first party....”).

CSN is also wrong, as a matter of law, when it alleges that the sale of a minority interest in TCR to MLB, in exchange for a capital contribution, amounts to a transfer of the telecast rights for Orioles games to a third party (Am. Compl. ¶ 77). It is well settled in Maryland and in most other jurisdictions that sale of part (or even all) of the equity in an entity that holds rights is not a transfer of the entity's rights and that a sale of equity does not trigger either a right to match or a right of first refusal. K.C.S., Ltd. v. East Main Street Land Development Corp., 40 Md. App. 196, 197, cert. denied, 283 Md. 734 (1978).

K.C.S., the most relevant Maryland case, involved a lease containing a "right of first refusal to buy [the leased property] by matching any legitimate offer during the term of this lease." The landlord subsequently sold all of the stock in its corporation to a third party. The court ruled that there was no breach of the lessee's matching rights "by virtue of the sale of stock by the stockholders of Landlord." Id. at 199. As the K.C.S. case demonstrates, courts treat rights to match and rights of first refusal as if they were the same. See also, Mayes v. Rapoport, 198 F.3d 457, 465 (4th Cir., 1999) ("...the plain language of the right-of-first-refusal provided that Mayes had the right to match an offer").

Chief Judge Gilbert, writing for the Court in K.C.S., explained that selling stock in a company which owns property is fundamentally different from selling the property itself:

An analysis of the facts in the case sub judice demonstrates that there was no sale of the real property owned by Landlord. Title to the...properties...remains in Landlord. What has been sold is the stock of Landlord. While it is true that Landlord offered the realty it owned for sale through the real estate broker, the real property was not sold. Inasmuch as the lease between Landlord and Tenant did not extend to Tenant a "right of first refusal" to purchase all or part of the corporate stock of Landlord, no breach of the lease has occurred by virtue of the sale of stock by the stockholders of Landlord.

Id. at 199 (emphasis added). “That all the issued corporate stock of Landlord or part of the issued stock of Landlord was sold,” the Court concluded, “does not constitute a transfer of the property of the corporation so as to awaken the dormant [matching] clause of the lease ...” Id. at 200.⁵

In another case directly on point, Tenneco, Inc. v. Enterprise Products Company, 925 S.W.2d 640 (Tex. 1996), five corporations shared ownership of a natural gas plant. The agreement among the owners provided that, if any of the owners should desire to sell or transfer its ownership interest in the plant, the other owners would have “the prior and preferential right and option to purchase proportionately the interest to be sold...upon the same terms and conditions as the bona fide prospective purchaser.” Id. at 644. Instead of selling its interest in the plant, one of the corporate owners, Tenneco, sold all of its stock to a third party. The Texas Supreme Court, stating that “we join courts from other jurisdictions that have considered this issue,” and citing the Maryland decision in the K.C.S. case, held that the sale of stock in the corporate owner was not a sale or transfer of the corporate owner’s property rights and that, therefore, “stock sales do not invoke preemptive rights.” Id. at 645, 646.

Rejecting the contention of the other corporate owners that some significance should be given to the fact that Tenneco had first negotiated for the sale of its assets, the Court stated that “... regardless of whether the parties originally proposed to transfer Tenneco Oil’s ownership

⁵ See also, Park Station L.P. v. Bosse, 378 Md. 122, 132 (2003) (“a transfer of property by gift does not trigger a right of first refusal based upon a ‘sale’ or decision to ‘sell.’”); Darrin v. Whittingham, 107 Md. 46, 53 (1907) (sale of stock to an agent did not trigger a right to match the price for the sale of stock); Straley v. Osborne, 262 Md. 514, 526 (1971) (“right to match” clause was not triggered when the landlord sold the property in question to a corporation wholly owned by the landlord).

interest to Enron Gas Processing in an asset sale, the only relevant transaction was the completed stock sale. Preliminary negotiations between offerors and potential purchasers do not trigger preemptive rights.” Id. at 645.

The Tenneco Court also found that it was of no consequence that Tenneco had issued a press release describing the transaction incorrectly:

Moreover, even if the releases had portrayed the transfer as an asset sale, press releases do not govern the legal status of a transaction. The press releases simply do not raise a fact issue regarding the nature of the transaction.

Id. (Emphasis added). In this case, too, where CSN relies on a press release for its characterization of the 2005 Settlement Agreement, the press release does not define the transaction. As provided in the 2005 Settlement Agreement, and as documented in the official records of SDAT, MASN is but a trade name for TCR. The 2005 Settlement Agreement grants MLB only a minority partnership profits interest in TCR, a pre-existing entity, without any role in the management of TCR. No new entity was created.

The cases from most other jurisdictions are to the same effect. See e.g., New Paradigm Software Corp. v. New Era of Networks, Inc., 2002 WL 31749396 (S.D.N.Y. 2002) (under software license agreement, licensee’s obligation to pay license termination fee not triggered by third party’s purchase of licensee’s stock; “as a matter of law, purchase of a company’s stock is distinct from a sale of the company’s assets”); U.S. Cellular Inv. Co. of Los Angeles, Inc. v. GTE Mobilnet, Inc., 281 F.3d 929 (9th Cir. 2002) (partnership provision limiting corporate partner’s right to transfer or assign its partnership interest not triggered by sale of corporate partner’s stock); LaRose Market Inc. v. Sylvan Center, Inc., 530 N.W. 2d 505, 507 (Mich. App. 1995) (sale of stock of corporate lessor did not trigger lessee’s right of first refusal in sale of property; officer of lessor had told lessee that transaction would be structured so that right of first

refusal would not take effect); In re Integrated Resources, Inc., 1990 WL 325414 (Bankr. S.D.N.Y. 1990) (provision in partnership barring transfer of partnership interest did not apply to corporate partner's sale of its stock "because [partner] is not transferring or selling its general partnership interest in [the partnership]"); Frandsen v. Jensen-Sundquist Agency, Inc., 802 F.2d 941 (7th Cir. 1986) (parties structured asset sale so as not to implicate right of first refusal in stock of the corporation; transfer of corporate assets did not trigger right of first refusal).⁶

For the purpose of CSN's right to match a third party offer for a license of TCR's telecast rights to future Orioles games, the sale to MLB of a minority limited partnership profits interest in TCR has the same effect as the sale of a minority stock interest in a corporation. Under the Maryland Revised Uniform Partnership Act ("RUPA"), "A partnership is an entity distinct from its partners" (Md. Code Ann., Corps. and Assns. Art., § 9A-201), and, "Partnership property is property of the partnership and not of the partners" (Id. at § 9A-203). Furthermore, TCR is a limited liability partnership, and RUPA also provides that, "The status of a partnership as a limited liability partnership shall not be affected by the admission of one or more partners to the partnership..." Id. at 9A-1001(f). RUPA also makes it clear that "A partner is not a co-owner of partnership property and has no interest in partnership which can be transferred, either voluntarily or involuntarily" (Id. at § 9A-501) and that the "only transferable interest of a partner in the partnership is a partner's share of profits and losses of the partnership and the partner's right to receive distributions." Id. at § 9A-502. Thus, the transfer to MLB of a partnership profits interest in TCR is not a transfer to MLB of any "property" owned by TCR,

⁶ See also Chibardun Telephone Cooperative v. Centurytel Wireless of Wisconsin, 2005 WL 1077460 (Wis. App., May 3, 2005); Donahue v. Multimedia, Inc., 608 S.E. 2d 112 (S.C. App. 2005); Mid-Missouri Telephone Company v. Alma Telephone Company, 18 S.W. 3d 578 (Mo. App. 2000); Dennis' Natural Mini-Meals, Inc. v. 91 Fifth Avenue Corp., 568 N.Y.S. 2d 740 (App. Div. 1991).

such as TCR's broadcast rights. See also Klein v. Weiss, 284 Md. 36, 52 (1978) ("a limited partnership interest in a business is in the nature of an investment").

II. CSN HAS NOT ALLEGED A CAUSE OF ACTION FOR BREACH OF THE AGREEMENT TO NEGOTIATE

The Amended Complaint alleges that BOLP and TCR "have breached the exclusive negotiations provision of the 1996 Agreement by negotiating with MLB ..." (Am. Compl. ¶ 60). As discussed in detail above and as established by the unambiguous 2005 Settlement Agreement, however, the negotiations that took place with MLB were for a transfer to MLB of a minority interest in TCR, entirely permissible under the terms of the 1996 License Agreement (Exs. 2, 3), and not for a transfer to MLB of a license to telecast Orioles games. Beyond any doubt, BOLP and TCR did not commit any act that could be said to be a breach of the right to match provision at issue here, and, for this reason, they cannot be said to have committed any enforceable breach of the negotiation provision. As discussed earlier, CSN's right to match is limited to the right to match an offer that TCR receives from a third party for telecast rights for the Orioles games (Am. Compl. 42; Ex. 1.a. to Rifkin Aff., Ex. at ¶ 16). TCR did not receive any written offer from any third party for a license of the Orioles telecast rights and did not negotiate with any third party for any such license.

A. Agreements to Negotiate Are Unenforceable

In Maryland, as in most other jurisdictions, "commercial agreements to negotiate upon terms and conditions to be decided are unenforceable." First Nat'l Bank of Maryland v. Burton, Parsons & Co., 57 Md. App. 437, 448-50, cert. denied, 300 Md. 88 (1984). "An agreement to negotiate is amorphous and nebulous, since it implicates so many factors that are themselves indefinite and uncertain that the intent of the parties can only be fathomed by conjecture and surmise." Id. at 449 (quoting Candid Productions, Inc. v. International Skating Union, 530 F.

Supp. 1330 (S.D.N.Y. 1982)). See also Paramount Brokers, Inc. v. Digital River, Inc., 126 F. Supp. 2d 939, 949 (D. Md. 2000) (stating, “Under Maryland law, an agreement to negotiate a contract is unenforceable.”)

In the Candid case, on which the Maryland Court of Special Appeals relied in deciding Burton, the International Skating Union had licensed the rights to produce and televise skating competitions to the same production company for 16 years. 530 F. Supp. at 1331. The license agreement provided that ISU “will not negotiate any further contract for the rights for the World Championships...1982 without first negotiating in good faith with Candid.” Id. at 1332. Candid sued the ISU for breach of the first negotiation provision, alleging that the ISU had begun negotiations with CBS for the future television rights before having any discussions with Candid, leading to a five-year exclusive licensing agreement for future competitions. Dismissing the complaint, in which Candid had sought specific performance and damages, the Court noted that “the issue involved on this motion is not that of good faith,” but, instead, that the first negotiation clause is not “sufficiently certain...such that the Court can enforce it.” Id. at 1335.⁷

Other cases have similarly held such agreements too uncertain to be enforced. See e.g., State Department of Corrections v. C&W Food Service, Inc., 765 So. 2d 728, 729 (Fla. App. 2000) (upon expiration of food supply agreement, buyer was to “negotiate renewal in good faith;” obligation to negotiate unenforceable because it “is, at most, an agreement to agree on

⁷ Even if the negotiation clause were read as containing “an express negative covenant that prevents ISU from negotiating with others before it has negotiated with Candid,” the Court went on to say, “it does not change the vague and uncertain nature of the obligation to negotiate.” Id. at 1336.

something in the future”); Ohio Calculating, Inc. v. CPT Corporation, 846 F.2d 497, 501 (1988) (dealership agreement providing that, in event dealership is terminated, manufacturer “will enter into negotiations...with respect to purchase” of dealer’s business and that parties will secure an appraisal that “shall serve as a basis for good faith negotiations;” negotiation clause held to “constitute an unenforceable and unremediable agreement to negotiate”); Yan’s Video, Inc. v. Hong Kong TV Video Programs, Inc., 520 N.Y.S. 2d 143, 145 (App. Div. 1987) (licensing agreement for distribution of video tapes provided that licensor would “negotiate in good faith to renew this agreement for an additional year upon terms and conditions to be negotiated;” breach of contract and tortious interference claims set aside; “enforceable” contract right “not shown”); Metromedia Broadcasting Corp. v. MGA/UA Entertainment Co., Inc., 611 F. Supp. 415 (C.D. Calif. 1985) (license agreement for television rights to a dramatic series stated that, upon expiration of second season, owner “shall negotiate in good faith with [broadcaster] before discussing with any third party the granting of any television exhibition rights to any additional episode of the series in the Territory licensed hereunder;” owner negotiated simultaneously with another broadcaster and licensed future rights to other broadcaster; complaint for injunction rejected because, “in the absence of objective criteria,” it would be “impossible and unfair to determine whether any particular conduct by [owner] would constitute contempt;” Jilley Film Enterprises, Inc. v. Home Box Office, Inc., 593 F. Supp. 515, 521 (S.D.N.Y. 1984) (license agreement for rights to televise documentary film provided that, for period of 90 days after producer delivered footage, parties would “negotiate exclusively and in good faith with respect to the terms and provisions relating to the distribution, exhibition or other exploitation;” negotiation clause “unenforceable on the grounds of uncertainty and vagueness”); Pinnacle Books, Inc. v. Harlequin Enterprises Ltd., 519 F. Supp. 118, 121 (S.D.N.Y. 1981) (author’s

license agreement with publisher for series of books provided publisher with option for renewal “on terms to be agreed, and, if, after extending their best efforts, the parties are unable to reach agreement thereon, then Author shall be free to offer rights in such other books in the...series to any other publisher;” clause declared “unenforceable because its terms are too vague;” courts “will not supply the material terms of a contract”); and Necchi S.p.A. v. Necchi Sewing Machine Sales Corp., 348 F.2d 693, 698 (2d Cir. 1965) (distributorship agreement provided that six months prior to expiration, the parties would negotiate a new, long term distributorship; unenforceable because it was “altogether too conjectural that the parties would have agreed and on what terms.”)⁸

⁸ See also: Weldon v. Innovative Management Concepts, 113 Fed. Appx. 517, 519 (4th Cir. 2004) (“indefiniteness” of agreement to negotiate “precludes a successful breach of contract claim”); Beazer Homes Corp. v. VMIF/ANDEN Southbridge Venture, LPI, 235 F. Supp. 2d 485, 490 (E.D. Va. 2002) (“agreements to negotiate ... in the future are unenforceable.”); Well v. Rambam, 753 N.Y.S.2d 512, 514 (App. Div. 2002) (“agreement to negotiate...is unenforceable”); John Wood Group USA v. ICO, 26 S.W.3d 12, 21 (Tex. App. 2000) (“agreement to negotiate...is unenforceable, even if the agreement calls for a ‘good faith effort’”); C&S Acquisitions Corp. v. Northwest Aircraft, 153 F.3d 622, 626 (8th Cir. 1998) (“agreements to negotiate in good faith...are unenforceable as a matter of law”); Cimino v. FirsTier Bank, 530 N.W.2d 606, 615 (Neb. 1995) (“agreement to make a future contract is not binding”); Schlake v. Jacobsen, 524 N.W.2d 316, 322 (Neb. 1994) (“mere agreement to later negotiate cannot constitute a contract”); Maranatha Temple v. Enterprise Prods. Co., 893 S.W.2d 92, 104 (Tex. App. 1994) (“fact that this particular agreement to negotiate in the future includes a term calling for [party] to put forth a ‘good faith effort’ in the negotiations does not remove the agreement from” rule making such agreement unenforceable); Consolidated Grain & Barge v. Madgett, 928 F.2d 816, 817-18 (8th Cir. 1991) (“an agreement to negotiate is unenforceable”); Honolulu Waterfront Ltd. v. Aloha Tower Dev., 692 F. Supp. 1230, 1235 (D. Haw. 1988) (citing Candid and concluding that “overwhelming weight of authority holds that courts will not enforce an agreement to negotiate”); Ridgeway Coal Co. v. FMC Corp., 616 F. Supp. 404, 407-08 (S.D.W. Va. 1985) (following Candid).

B. The Right-To-Match Provision Governs The Scope of The Exclusive Negotiation Provision, And The Negotiations With Major League Baseball Were Outside The Scope of Those Provisions

In the present case, the right-to-negotiate provision is coupled with the right-to-match provision in the same clause of the contract (Ex. 1.a at § 16). In these circumstances, the right-to-match provision supplies the specificity that would otherwise have been absent from the right-to-negotiate provision, Candid at 1338, and the right-to-match provision gives the clause the “objective standards against which [the parties’] conduct can be measured” Metromedia Broadcasting at 420. The right to negotiate thus becomes enforceable through the “clear set of guidelines” of the right-to-match provision. *Id.* See also Corbin on Contracts at § 24.28 (a provision in an agreement “is known by the company it keeps”); Rourke v. Amchem Prods. Inc., 153 Md. App. 91, 122 (2003).

Since CSN’s right to negotiate is co-extensive with its right to match, and since the 2005 Settlement Agreement between TCR and MLB does not in any way violate CSN’s right to match, the negotiations for the 2005 Settlement Agreement cannot be said to have violated CSN’s right to negotiate.

III. CSN FAILS TO STATE A CAUSE OF ACTION FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

A. Maryland Does Not Recognize A Separate Cause Of Action For Breach Of The Implied Covenant Of Good Faith And Fair Dealing

Count Two of the Amended Complaint, newly added by CSN to assert a separate cause of action for breach of the implied covenant of good faith and fair dealing, must be dismissed because Maryland does not recognize a separate cause of action for breach of the implied covenant. Paramount Brokers, Inc. v. Digital River, Inc., 126 F. Supp. 2d 939, 945, 949-50 (D.

Md. 2000). In Paramount, brokers of software sued the sellers of software, claiming that the sellers committed a breach of a “letter of interest” that the brokers claimed to entitle them to be the exclusive representatives for the sale of the software to Wal-Mart. The court dismissed a count for breach of good faith and fair dealing and stated that, “a plaintiff seeking a recovery for breach of contract may not in Maryland assert a separate claim for breach of good faith and fair dealing implied in that contract.” Id. at 945. See also Estrin v. Natural Answers, 103 Fed. Appx. 702, 705 (4th Cir. 2004) (party required to return payments after negotiations broke down; “Maryland does not recognize a separate cause of action for the breach of implied duty of good faith and fair dealing.”); Marland v. Safeway, Inc., 65 Fed. Appx. 442, 449 (4th Cir. 2003) (phasing out of a contract; “under Maryland law, there is no separate cause of action for breach of the duty of good faith and fair dealing.”); Eaglehead Corp. v. Cambridge Capital Group, Inc., 170 F. Supp. 2d 552, 562 (D. Md. 2001) (lender liability; “Maryland does not recognize a separate cause of action for the breach of implied duty of good faith and fair dealing.”); Adams v. NVR Homes, 135 F. Supp. 2d 675, 699 (D. Md. 2001) (purchasers of homes of homes built over a former sand quarry sued builders; “a plaintiff seeking a recovery for breach of contract may not in Maryland assert a separate claim for breach of good faith and fair dealing.”); Abt Associates, Inc. v. JHPIEGO Corp., 104 F. Supp. 2d 523, 536 (D. Md. 2000) (failure to hire subcontractor that assisted in proposal for contract; “a separate cause of action for breach of the implied duty of good faith and fair dealing will not lie in Maryland.”).

B. TCR Has No Affirmative Duty To Grant CSN A License For Future Telecast Rights To Orioles Games

“The duty of good faith...does not obligate a [party] to take affirmative actions that the [party] is clearly not required to take under its [contract] documents.” Parker v. Columbia Bank, 91 Md. App. 346, 366, cert. denied, 327 Md. 524 (1992). See also Food Fair Stores v.

Blumberg, 234 Md. 521, 534-35 (1964). CSN's claimed breach of the implied covenant of fair dealing proceeds from the mistaken premise that the 1996 License Agreement obligates TCR to "provide" CSN "the right to acquire such future Orioles television rights" and to "guarantee CSN the opportunity to extend the 1996 Agreement" (Am. Compl. ¶¶ 61, 62). TCR is under no such affirmative obligation.

The holder of a right to negotiate and match offers for a future license has no right to compel the owner to grant a license; the owner, in this case TCR, "is not under a duty...to accept anybody's offer; and CSN's contractual right to a future license was "conditional on the owner's decision that an offer from a third party" for a future license was "acceptable." 3 Eric Mills Holmes, Corbin on Contracts § 11.3 at 470, 475 (rev. ed. 1996). As the Court of Appeals declared in Straley v. Osborne, 262 Md. 514 (1971), the holders of rights of first refusal or rights to match possess "no absolute power to require the property owner to sell at any time," and "whatever rights" they have are "conditioned upon the owner's decision to sell the property." Id. at 522. See also Selig v. State Highway Administration, 383 Md. 655, 659 n.2 (2004).

In a similar case, Lin Broadcasting v. Metromedia, Inc., 542 N.E. 2d 629 (N.Y. 1989), partners in the cellular phone business granted each other rights of first refusal. One partner initiated a sale of its interests to a third party. The selling partner then decided to retain its ownership, but the remaining partner nonetheless sought to exercise its right of first refusal. The Court refused to order the sale, and, instead, held that:

a right of first refusal or preemptive right--as distinguished from an option--does not "give its holder the power to compel an unwilling owner to sell; it merely requires the owner, when and if he decides to sell, to offer the property first to the party holding the preemptive right so that he may meet a third-party offer or buy the property at some other price set by a previously stipulated method".

Id. at 56 (quoting Metropolitan Transp. Auth. v. Bruken Realty Corp., 67 N.Y. 2d 156, 163 (1986); emphasis added).⁹

Moreover, CSN is plainly wrong in its attempt to divine a “clear intent” from an expired 1994 agreement between HTS and the Orioles to indicate that CSN had the “right to determine whether or not to televise the Orioles games on local pay television beyond 2006.” (Am. Compl. ¶ 64). That expired agreement between parties in very different circumstances is completely irrelevant here.¹⁰ Because the 1996 License Agreement is completely unambiguous, “there is no room for construction, and it must be presumed that the parties meant what they expressed” when they provided in Section 16 the right to “exclusively negotiate” and to “match” offers from

⁹ See also Tadros v. Middlebury Medical Center, Inc., 820 A.2d 230, 234 (Conn. 2003) (“a pre-emptive right contract is an agreement containing all the essential elements of a contract, the provisions of which give to the prospective purchaser the right to buy upon specified terms, but, and this is the important point, *only if the seller decides to sell*. It does not give the pre-emptioner the power to compel an unwilling owner to sell, and therefore is distinguishable from an ordinary option.”) (emphasis supplied); In re Bergt, 241 B.R. 17, (Bankr. D. Alaska 1999) (“The holder of an RFR cannot compel a sale, but has a preemptive right to buy when the owner decides to sell.”); Cottrill v. Ranson, 490 S.E.2d 778, 785 n.13 (W. Va. 1997) (“Sometimes referred to as a ‘right of first refusal,’ someone holding a pre-emptive right cannot compel an unwilling owner to sell.”); Miller v. La Sea Broadcasting, Incorporated, 87 F.3d 224, 226 (7th Cir. 1996) (stating that “a right of first refusal” does not require the grantor to offer the property subject to it for sale” and that, “All it entitles the holder to do is to match an offer from a third party should the grantor of the option be minded to accept that offer”); Kenyon v. Andersen, 656 A.2d 963, 965 (R.I. 1995) (“A ‘right of first refusal’ does not give the [possessor of it] the power to compel an unwilling owner to sell”); Matter of Estate of Pelzman, 863 P.2d 1019, 1021 (Mont. 1993) (“A ‘right of first refusal’ or preemptive right does not give to the preemptioner the power to compel an unwilling owner to sell”); Duke v. Whatley, 580 So.2d 1267, 1272 (Miss. 1991) (“under a right of first refusal, no obligation matures on the seller's part unless the seller forms a desire to sell”); West Texas Transmission, L.P. v. Enron Corp., 907 F.2d 1554, 1561 (5th Cir. 1990) (“The holder of the first refusal right cannot compel a recalcitrant owner to convey the property.”); Ollie v. Rainbolt, 669 P.2d 275, 279 (Okla.1983) (“The right of preemption does not give to its holder the power to compel an unwilling owner to sell.”).

¹⁰ Because the 1996 Letter Agreement was between TCR and an entity created by Fox/Liberty, CSN had no input in the drafting of the language of Section 16.

“third parties” for “telecast rights.” Davis v. Magee, 140 Md. App. 635, 649, cert. denied, 367 Md. 722 (2001) (quoting Kasten Constr. v. Rod Enterprises, 268 Md. 318, 328 (1973)). When the 1996 Letter Agreement is given its plain meaning, it is abundantly clear that the Orioles negotiations with MLB for the transfer of ownership interests in TRC does not in anyway violate Section 16.

IV. CSN CANNOT STATE A CAUSE OF ACTION AGAINST TCR FOR TORTIOUS INTERFERENCE WITH A CONTRACT TO WHICH TCR IS A PARTY

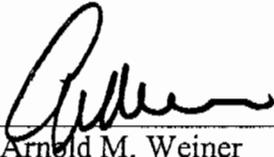
Repeating the same basic error that is found throughout the entire Amended Complaint, the third Count alleges that “MASN” tortiously interfered with the 1996 License Agreement between TCR and CSN (Am. Compl. ¶¶ 37, 84-90). Since TCR and MASN are one and the same, however, CSN may not sue TCR, either in its own name or in its registered trade name, MASN, for tortious interference with the contract to which it is a party.

It is well-settled in Maryland that, in an action for tortious interference, “the defendant tortfeasor cannot be a party to the contractual or economic relations with which he has allegedly interfered.” Travelers Indem. Co. v. Merling, 326 Md. 329, 343, cert. denied, 506 U.S. 975 (1992) (“Travelers cannot be guilty of the tort of wrongful interference with contractual or economic relations because it is a party to the insurance policies.”); Wilmington Trust Co. v. Clark, 289 Md. 313, 329 (1981) (“it is accepted that there is no cause of action for interference with a contract when suit is brought against a party to the contract”); Electronics Store, Inc. v. Cellco Partnership, 127 Md. App. 385, 405-06, cert. denied, 356 Md. 495 (1999) (retail agency agreement for provision of cellular telephone service; “[f]or the tort to lie, the defendant tortfeasor cannot be a party to the contractual or economic relations with which he has allegedly interfered.”).

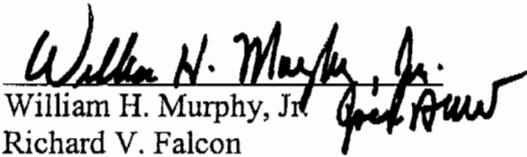
CONCLUSION

The Defendants BOLP and TCR respectfully submit that, for the reasons stated herein, the Amended Complaint against them should be dismissed.

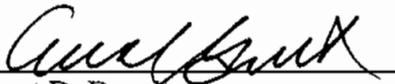
Respectfully submitted,



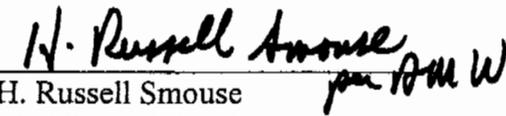
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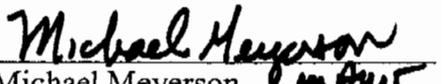


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CERTIFICATE OF SERVICE

I CERTIFY that on June 13, 2005, a copy of the forgoing Memorandum in Support of Motion To Dismiss Amended Complaint was served by first class mail, postage prepaid to:

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Albert D. Brault

EXHIBIT 37

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

----- X

COMCAST SPORTSNET MID-ATLANTIC, :
L.P. :

Plaintiff, :

Civil Action No.: 260751

BALTIMORE ORIOLES L.P., et al. :

Defendants. :

----- X

**MOTION TO DISMISS AMENDED COMPLAINT
AS TO MID-ATLANTIC SPORTS NETWORK FOR LACK
OF PERSONAL JURISDICTION AND MEMORANDUM IN SUPPORT**

Defendants, Baltimore Orioles, L.P. ("BOLP"), and TCR Sports Broadcasting Holding, L.L.P. ("TCR") d/b/a Mid-Atlantic Sports Network ("MASN"), and Major League Baseball ("MLB"), by their attorneys and pursuant to Maryland Rule 2-332(a), move to dismiss the Amended Complaint as to claims and allegations against alleged Defendant MASN because there is no personal jurisdiction over MASN, and state as follows:

1. The Amended Complaint has been filed against Mid-Atlantic Sports Network ("MASN"), among others. However, MASN does not have any separate legal or corporate existence. Rather, MASN is merely a trade name adopted by TCR and registered by TCR with the Department of Assessments and Taxation in accordance with Md. Code Ann. Corp. & Assns.

RECEIVED

JUN 13 2005
Clerk of the Circuit Court
Montgomery County, Md.

§ 1-406.¹

2. Attached hereto is a certified copy of the Trade Name Application filed by TCR to use the trade name "Mid-Atlantic Sports Network" and which was accepted and approved by the Department of Assessments and Taxation on April 7, 2005.

3. As noted above, Maryland expressly allows the use of trade names and requires the filing of a certificate by the person using the trade name that discloses the person's name and the associated trade name being used.² Accordingly, MASN does not have a separate existence, but is simply another name for TCR.

It appears well settled that the use of a fictitious or assumed business name "does not create a separate legal entity ... [and that] [t]he designation [d/b/a] ... is merely descriptive of the person or corporation who does business under some other name." (Internal quotation marks omitted.) *Pinkerton's, Inc. v. Superior Court*, 49 Cal.App.4th 1342, 1348, 57 Cal.Rptr.2d 356 (1996), quoting *Providence Washington Ins. Co. v. Valley Forge Ins. Co.*, 42 Cal.App.4th 1194, 1200, 50 Cal.Rptr.2d 192 (1996); see *Duval v. Midwest Auto City, Inc.*, 425 F.Supp. 1381, 1387 (D.Neb.1977), aff'd, 578 F.2d 721 (8th Cir.1978); *Wood Mfg. Co. v. Schultz*, 613 F.Supp. 878, 884 n. 7 (W.D.Ark.1985); *Jaffe v. Nocera*, 493 A.2d 1003, 1008 (D.C.1985); *Southern Ins. Co. v. Consumer Ins. Agency, Inc.* 442 F.Supp. 30, 31 (E.D.La.1977); *Patterson v. V. & M Auto Body*, 63 Ohio St.3d 573, 575, 589 N.E.2d 1306 (1992); *Carlson v. Doekson Gross, Inc.*, 372 N.W.2d 902, 905 (N.D.1985); see also *American Express Travel Related Services Co. v. Berlye*, 202 Ga.App. 358, 360, 414 S.E.2d 499 (1991), cert. denied, 202 Ga.App. 905 (1992) ("The use of d/b/a or 'doing business as' to associate a tradename with the corporation using it does not create a legal entity separate from the

¹ Because MASN is merely a registered trade name and is not a separate entity, the instant motion has been filed by TCR d/b/a MASN. Simultaneously with this motion, Defendants have also filed a motion to dismiss for failure to state a cause of action, which is incorporated herein by reference.

² (a) Required filings.- Any person engaged in any mercantile, trading, or manufacturing business as an agent or doing business or trading under any designation, title, or name other than the person's own name, prior to commencing operation of the business, shall file with the Department of Assessments and Taxation a certificate:

- (1) In writing;
- (2) Affirmed or acknowledged under oath; and
- (3) Disclosing:
 - (i) The true and correct names and addresses of the principal or owner of the business;
 - (ii) The character and location of the business; and
 - (iii) The name, title, or designation under which the business is conducted.

corporation but is merely descriptive of the corporation").

Bauer v. Pounds, 61 Conn.App. 29, 36, 762 A.2d 499, 503 (2000). Courts also have rejected the argument that trade name results in a joint venture or an unincorporated association.³ Relying on *Bauer*, the Fourth Circuit Court of Appeals held in *Snowden v. CheckPoint Check Cashing*, 290 F.3d 631, 635 n. (4th Cir. 2002) that a trade name "is not a separate legal entity capable of being sued.." *Id.* ("The Plaintiffs also named CheckPoint as a defendant. As previously explained, CheckPoint is merely a trade name for Elite. As such, Check Point is not a separate legal entity capable of being sued....For purposes of this opinion, we treat Elite as the sole defendant.")

4. Since MASN is merely a registered trade name for TCR, MASN cannot be sued as a separate defendant. Indeed, Maryland law allows an action to be filed against a trade name only when the trade name has not been registered with the Department of Assessments and Taxation. *See* Md. Ann. Code. Cts. & Jud. Proc. § 6-406.1(a) ("A creditor of a person engaged in a mercantile, trading, or manufacturing business as an agent or doing business or trading under any designation, title, or name other than the person's own name *who fails to file the certificate required under § 1-406 of the Corporations and Associations Article*, may bring an action in a

³ In *Capsavage v. Esser*, 224 Wis.2d 404, 591 N.W.2d 888 (Wis. Ct. App.), *rev. denied*, 228 Wis. 2d at 167, 599 N.W. 2d 408 (Wis. 1999), the Wisconsin Court of Appeals held:

[I]t is undisputed that Sundance Marine is properly incorporated in the State of California. Also, the parties do not dispute that a fictitious name filing was made for Sundance Marine to do business as SDSR. The Capsavages ignore this fictitious name filing. They assert that "[SDSR] is some other kind of business entity--a joint venture or partnership." They support this assertion by dissecting the way the business was actually operated....However, as we have noted, SDSR was a fictitious business name for Sundance Marine. When a corporation does business under another name, it does not create a distinct entity. *See Duval v. Midwest Auto City, Inc.*, 425 F.Supp. 1381, 1387 (D.Neb.1977), *aff'd*, 578 F.2d 721 (8th Cir.1978). Rather, SDSR is simply another way to refer to Sundance Marine. Accordingly, we disagree with the Capsavages' contention that SDSR is an unincorporated entity.

224 Wis.2d. at 415, 591 N.W.2d at 892.

court of competent jurisdiction against the person or the name, title, or designation under which the business is conducted and service on the person shall be valid.”)(emphasis added). Since TCR filed the required certificate under §1-406 for the “Mid-Atlantic Sports Network,” the Plaintiff does not have any basis to sue the trade name “Mid-Atlantic Sports Network.”

5. This Court also lacks jurisdiction over MASN because MASN is not a “person” within the meaning of the Md. Code Ann. Cts. & Jud. Proc. Article and the Maryland Rules. Courts and Judicial Proceedings §6-102 provides that “a court may exercise personal jurisdiction as to any cause of action over a person domiciled or...organized under the laws of, or who maintains his principle place of business, in the state.” Courts and Judicial Proceedings §6-103 similarly states that “a court may exercise personal jurisdiction over a person, who directly or by an agent” commits certain acts within the state.

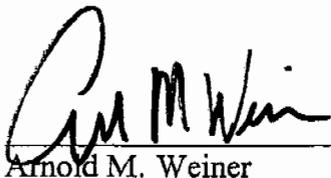
6. Maryland Rule 1-202(r) defines person as follows: “person includes any individual, general or limited partnership, joint stock company, incorporated association or society, municipal or other corporation, incorporated association, limited liability partnership, limited liability company, the state, its agencies or political subdivisions, any court, or any other governmental entity.” Trade names, such as MASN, are not included within Rule 1-202’s definition. Since MASN is not a person, as defined in the Maryland Rules, this Court lacks personal jurisdiction over MASN.

7. MASN’s lack of a existence separate from TCR also establishes that there can be no personal jurisdiction over MASN because there has not been proper service, and can never be proper service, of a summons on MASN. Maryland Rule 2-124 (“Persons to be served”) details procedures for service on an individual, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, and an unincorporated association. Not

mentioned in Rule 2-124 is any service on a trade name. *See Egle Nursing Home, Inc., v. Erie Insurance Group*, 981 F.Supp. 932 (D. Md. 1997) (“Maryland Rule 2-124(c) governs service upon a corporation, and the clear language of the rule indicates service upon the Erie Insurance Group was not proper under Maryland law to confer *in personam* jurisdiction over Erie Insurance Exchange in a Maryland court *because the rule makes no provision for serving a trade name.*”) (Emphasis added). For this reason, the Plaintiff cannot allege that it properly served process under Maryland Rule 2-124, or by any other rule, because there is no “person” to be served on behalf of MASN.

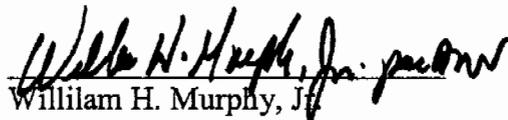
CONCLUSION

WHEREFORE, Defendants respectfully request that this Court dismiss the Amended Complaint as against the trade name Defendant MASN because (1) MASN does not have any existence separate from TCR, (2) the Plaintiff cannot sue a MASN because MASN is a trade name, (3) this Court lacks personal jurisdiction over MASN and (4) MASN, being merely a trade name, has not, and cannot be properly served.



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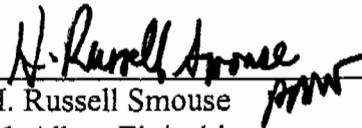
Respectfully submitted,



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CERTIFICATE OF SERVICE

I CERTIFY that on June 13, 2005, a copy of the forgoing Motion To Dismiss Amended Complaint As To Mid-Atlantic Sports Network For Lack of Personal Jurisdiction and Memorandum In Support was served by first class mail, postage prepaid to:

John M. Quinn (Bar #973)
Michael L. Rowan (Bar #16867)
33 Wood Lane
Rockville, Maryland 20850
301-762-1696

WILLIAMS & CONNOLLY LLP
Robert B. Barnett
J. Alan Galbraith (MD Bar #01977)
John E. Schmidlein
725 Twelfth Street, N.W.
Washington, DC 20005
202-434-5000



Albert D. Brault

TRADE NAME APPLICATION

TRADE NAME: Mid-Atlantic Sports Network

ADDRESS(ES) WHERE NAME IS USED: 333 West Camden Street, Baltimore, Maryland 21201

FULL LEGAL NAME OF OWNER OF BUSINESS USING THE TRADE NAME: A04458733

TCR Sports Broadcasting Holding, LLP -

If the owner is an individual or general partnership, does it have a personal property account (an "L" number)? YES NO

If YES, what is that number? L _____

If NO, see instruction 7.

ADDRESS OF OWNER: 333 West Camden Street, Baltimore, Maryland 21201

ZIP:

DESCRIPTION OF BUSINESS: Sports and entertainment broadcasting and related products and services

I AFFIRM AND ACKNOWLEDGE UNDER PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TCR SPORTS BROADCASTING HOLDING, LLP

CUST ID: 0001594855
WORK ORDER: 0001037693
DATE: 04-07-2005 03:13 PM
AMT. PAID: \$75.00

By: Its Managing Partner, BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: [Signature]
Name: Joseph B. Foss
Title: Vice Chairman & Chief Operating Officer of Baltimore Orioles, Inc., General Partner of Baltimore Orioles Limited Partnership

STATE OF MARYLAND

I HEREBY CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE 2 page document on file in this office. DATED: 6/3/05

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [Signature] Custodian

This stamp replaces my previous certification system. Effective: 6/95

TRADE NAME APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

TRANSACTION TYPE

FEES REMITTED

TN - Trade Name Registration	<u>25</u>
TA - Amendment	_____
TA1 - Amendment Owner Added	_____
TA2 - Amendment Owner Deleted	_____
TA3 - Amendment Owner Name Change	_____
TA4 - Amendment Location Added	_____
TA5 - Amendment Location Deleted	_____
TA6 - Amendment Location Changed	_____
TC - Cancellation	_____
TR - Renewal	_____

Expedited Fee 50

____ Certified Copies Copy Fee: _____

____ Certificates Certificate of Fact Fee: _____

TOTAL FEES: 75

NO FEE TRANSACTION TYPES

99T - Departmental Action
99TA - Departmental Action - Name Change
220T - Void Non-Payment
220TA - Departmental Action - Amendment
220TA1 - Departmental Action - Owner Added
220TA2 - Departmental Action - Owner Deleted
220TA3 - Departmental Action - Owner Name Change
220TA4 - Departmental Action - Location Added
220TA5 - Departmental Action - Location Deleted

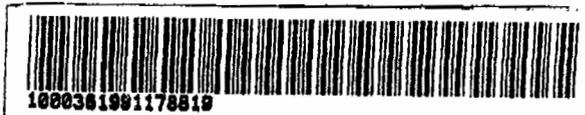
Credit Card _____ Check Cash _____

____ Documents on _____ Checks

Approved By: 012

Keyed By: _____

COMMENT(S):



ID # T00221869 ACK # 1000361991178819
LIBER: 800785 FOLIO: 1316 PAGES: 0002
MID-ATLANTIC SPORTS NETWORK

04/07/2005 AT 03:13 P WO # 0001037693

Code 193

Attention: Robert Carroll

Mail to Address:

Stamp Work Order and Customer Number HERE

CUST ID: 0001594655
WORK ORDER: 0001037693
DATE: 04-07-2005 03:13 PM
AMT. PAID: \$75.00