

ATTACHMENT A

Station Call Letters	City of License	DMA	Affiliation
WNYW	New York, NY	New York, NY	FOX
WWOR-TV	Secaucus, NJ	New York, NY	UPN
KTTV	Los Angeles, CA	Los Angeles, CA	FOX
KCOP-TV	Los Angeles, CA	Los Angeles, CA	UPN
WFLD	Chicago, IL	Chicago, IL	FOX
WPWR	Gary, IN	Chicago, IL	UPN
WTFX-TV	Philadelphia, PA	Philadelphia, PA	FOX
WFXT	Boston, MA	Boston, MA (Manchester, N.H.)	FOX
KDFW	Dallas, TX	Dallas-Fort Worth, TX	FOX
KDFI	Dallas, TX	Dallas-Ft. Worth, TX	IND
WTTG	Washington, D.C.	Washington, D.C. (Hagerstown, MD)	FOX
WDCA	Washington, D.C.	Washington, D.C. (Hagerstown, MD)	UPN
WJBK	Detroit, MI	Detroit, MI	FOX
WAGA	Atlanta, GA	Atlanta, GA	FOX
KRIV	Houston, TX	Houston, TX	FOX
KTXH	Houston, TX	Houston, TX	UPN
KMSP-TV	Minneapolis, MN	Minneapolis-St. Paul, MN	FOX
WFTC	Minneapolis, MN	Minneapolis-St. Paul, MN	UPN
WJW	Cleveland, OH	Cleveland, OH	FOX
WTVT	Tampa, FL	Tampa-St. Petersburg (Sarasota,) FL	FOX
KSAZ-TV	Phoenix, AZ	Phoenix, AZ	FOX
KUTP	Phoenix, AZ	Phoenix, AZ	UPN
KDVR	Denver, CO	Denver, CO	FOX
WPBW	Orlando, FL	Orlando-Daytona Beach-Melbourne, FL	UPN

Station Call Letters	City of License	DMA	Affiliation
WOFL	Orlando, FL	Orlando-Daytona Beach-Melbourne, FL	FOX
KTVI	St. Louis, MO	St. Louis, MO	FOX
WUTB	Baltimore, MD	Baltimore, MD	UPN
WITI	Milwaukee, WI	Milwaukee, WI	FOX
WDAF-TV	Kansas City, MO	Kansas City, MO	FOX
KSTU	Salt Lake City, UT	Salt Lake City, UT	FOX
WBRC	Birmingham, AL	Birmingham, AL (Anniston and Tuscaloosa)	FOX
WHBQ-TV	Memphis, TN	Memphis, TN	FOX
WGHP	High Point, NC	Greensboro-High Point-Winston Salem, NC	FOX
KTBC	Austin, TX	Austin, TX	FOX
WOGX	Ocala, FL	Gainesville, FL	FOX

RETRANSMISSION CONSENT AGREEMENT

This **RETRANSMISSION CONSENT AGREEMENT** (the "Agreement") is made as of July 1, 2002 by and between **FOX TELEVISION HOLDINGS, INC.** and **FOX/UTV HOLDINGS, INC.**, on the one hand (hereafter referred to individually or in the aggregate, as appropriate, as "Fox") and **ECHOSTAR SATELLITE CORPORATION** on the other hand (hereafter referred to as "EchoStar").

WHEREAS, Fox or its subsidiaries are the owners and operators of certain broadcast television stations; and

WHEREAS, EchoStar and Fox desire to have such broadcast stations' signals retransmitted over the Satellite Service; as used herein, "Satellite Service" shall mean the direct broadcast satellite ("DBS") television distribution system (*i.e.*, a distribution system for video programming, audio and data services whereby signals are received by EchoStar's turnaround earth-station facility which compresses, encrypts and uplinks such signal on a DBS communications satellite for transmission to EchoStar's subscribers via an authorized DBS operating frequency and currently known as "DISH Network" that is, as of the date hereof owned, managed and controlled by EchoStar (or, with respect to satellites or satellite frequencies, leased or licensed by EchoStar, or otherwise made available to EchoStar for use in connection with the Satellite Service :

); provided that no other DBS television distribution system other than the Satellite Service owned, managed and controlled by EchoStar as of the date hereof may be added to this Agreement or otherwise included in the definition of "Satellite Service" without the prior written consent of Fox.)

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions.

(a) "Affiliated Company" means, with respect to EchoStar, any other person or entity directly or indirectly controlling, controlled by or under common control (*i.e.*, the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with EchoStar.

(b) "Analog Signal" means a broadcast signal in an NTSC format, which complies with the applicable rules and regulations of the Federal Communications Commission ("FCC").

(c) "DMA" means Designated Market Area, as defined by A.C. Nielsen, and as set forth in the applicable FCC rules and regulations.

(d) "Laws" means federal, state and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended (the "Act"), and the then-current rules and regulations of the FCC).

(e) "Program Related Data" means :

(f) "Station" and "Stations" means, individually or in the aggregate, as applicable, as of the date of any such calculation, the broadcast television stations directly or indirectly owned or controlled by Fox or any of its subsidiaries. Such definition shall include all broadcast television stations which become owned or controlled by Fox or any of its subsidiaries subsequent to the date hereof. The Stations as of the date hereof are listed in Exhibit A attached hereto.

(g) "Subscriber" means each individual residential or commercial customer that receives any level of television service from the Satellite Service.

2. **Retransmission Consent.** Pursuant to Section 325 of the Act, Fox, on behalf of the Stations, hereby grants during the Term (as defined in Section 8 below) hereof, its consent to EchoStar's retransmission over the Satellite Service to Subscribers located within the respective DMA of each such Station, on a non-exclusive basis, of the Analog Signals of each of the Stations ("Permitted Retransmissions"). EchoStar acknowledges and agrees that consent to retransmit the Stations' signals shall not be construed as conveying to EchoStar any ownership rights in or to the underlying programming or programming elements transmitted by any Station.

3. **Carriage of Stations.**

(a) EchoStar hereby agrees that, at all times during the Term of this Agreement, it will carry on the Satellite Service and retransmit and deliver the Analog Signal of each Station to Subscribers who receive "local into local" service and who are located in the same DMA as such Station; provided that with respect to any Station not carried by EchoStar as of the date hereof (or, with respect to Additional Stations (as defined in Section 5 below), not carried as of the date such Station first becomes a "Station"), EchoStar shall commence carriage and delivery of such Station no later than the date on which EchoStar first offers "local into local" broadcast television service in such DMA (i.e. EchoStar commences carriage and delivery of any other local broadcast television station located in such Station's DMA ("Other Station")); provided that EchoStar shall not be obligated to carry, with respect to delivery to Subscribers within a particular DMA, the signals of more than one Station hereunder which have a community of license located in or assigned to the same DMA and which are affiliated with the same network (each, a "Duplicate Affiliated Station")

. In the event and at such time as EchoStar carries or commences carriage of the Analog

Signal of any Station hereunder (including, without limitation, any Additional Station), EchoStar shall continue such carriage in accordance with the terms of this Agreement at all times for the remainder of the Term.

(b) EchoStar shall retransmit the Analog Signal as close to simultaneously with its primary broadcast transmission as technically possible. Each Station's Analog Signal shall be received by every Subscriber of the Satellite Service within such Station's DMA (or such portion thereof covered by EchoStar's spot beam) to whom or to which such service is retransmitting and delivering the analog signal of any Other Station under terms and in a manner that are no less beneficial to the Subscriber than those that pertain to any television station which is an ABC, NBC, CBS or Fox network broadcast affiliate (each, a "Major Network Station") in such Station's DMA, which are transmitted by the Satellite Service.

(c) Notwithstanding anything contained herein to the contrary, EchoStar agrees to retransmit the Stations' Analog Signals over the Satellite Service in their entirety.

(d) EchoStar acknowledges and agrees that it shall have no right to distribute all or any portion of the programming contained in any Analog Signal on an interactive, time-delayed, video-on-demand or similar basis; provided that Fox acknowledges that the foregoing shall not restrict EchoStar's practice of connecting its Subscribers' video replay equipment and,

EchoStar will transmit each Analog Signal to its Subscribers so that it is viewed on a full time basis (twenty-four (24) hours per day, seven (7) days per week), on a single designated channel, and in its entirety, without interruption, alteration or deletion, except as expressly permitted herein. For purposes of clarification, the foregoing provisions of this Agreement shall require EchoStar to broadcast each Analog Signal so that each Analog Signal is viewed in full-screen and EchoStar is prohibited from superimposing any material onto any Analog Signal (including without limitation any logo, data or other material) or otherwise overriding or interrupting any programming contained in any Analog Signal, including without limitation, any "shrinking" or "squeezeback" of any Analog Signal programming so as to juxtapose video, audio or textual material of any kind, and shall not transmit any material which is intended to be viewed on the television screen contemporaneously with the programming contained in any Analog Signal; provided, however, that notwithstanding the foregoing, EchoStar may shrink the screen image of any Analog Signal to display an electronic programming guide appearing on all channels on a System (i.e., any screen or interactive text or video that provides primarily scheduling and

descriptive information on programming available through the Satellite Service

all other analog signals of television stations distributed by EchoStar ("Other Broadcast Signal(s)"). With respect to EchoStar's distribution of any Analog Signal with an electronic programming guide under the foregoing sentence, EchoStar will not knowingly disadvantage Fox (as compared to Other Broadcast Signals). If EchoStar treats differently any Other Broadcast Signal with respect to (i) alteration of such signal's screen image (including the size of the screen image of such signal) or (ii) the display of an electronic programming guide (including the content, size or characteristics of such guide or such guide's advertising elements) (in each case, "Favorable Screen Treatment"), then EchoStar will make such Favorable Screen Treatment available to Fox on the same related terms and conditions as those provided to such other service (or, if Fox cannot reasonably comply with such terms and conditions, on comparable terms and conditions as mutually agreed by Fox and EchoStar)

(e) Permitted Retransmissions are limited to each Station's DMA. To implement this obligation, EchoStar shall require a name, street address, county and zip code for each Subscriber located in such Station's DMA and will not authorize reception by Subscribers outside any Station's DMA, except as otherwise authorized under applicable law.

(f) Notwithstanding any provision contained herein to the contrary, it is understood and agreed (i) that the retransmission rights granted to EchoStar by Fox hereunder are limited to retransmission of the Stations' Analog Signals via DBS only and by or through no other video delivery system, including, without limitation, cable television, traditional broadcast television, SMATV, MDS, MMDS, VDT, LMDS, FSS or OVS; and (ii) that EchoStar shall have no right to subdistribute or "transport" the Stations' Analog Signals (i.e., sell other than at retail); provided, however, that EchoStar shall be permitted to provide the Stations' Analog Signals to its Subscribers in multiple dwelling units provided that such Subscribers are receiving the Stations' Analog Signals via the Satellite Service.

(g) With respect to each Designated Station (as defined below), EchoStar shall retransmit the Analog Signal of each Station from an orbital location so that such Analog Signal is receivable by Subscribers utilizing the same satellite dish receiving equipment as is utilized by Subscribers receiving the broadcast signals of all other Major Network Stations located within the respective Station's DMA. Each Station's Analog Signal retransmitted by EchoStar shall be available to all Subscribers within such Station's DMA (or such portion thereof covered by EchoStar's spot beam). EchoStar shall not charge an additional fee to Subscribers for the delivery of a Station's Analog Signal

As used herein, "Designated Station" shall mean (i) each Station which is either a Major Network Station or is affiliated with the "UPN" or "WB" networks and (ii) KDFL.

4. Channel Placement.

on screen channel guide or other navigational guide, and substantially equal description of programming, as is afforded any Major Network Station that is distributed to Subscribers in the applicable Station's DMA. With respect to the on screen program guide, EchoStar shall designate the channel number for each Station.

5. Additional Stations. In the event that Fox or any of its subsidiaries acquires ownership or control of any additional broadcast television station(s) (each, an "Additional Station") during the Term of this Agreement, each such Additional Station shall become a "Station" under this Agreement and shall be added to Exhibit A as of the effective date of Fox's acquisition, and EchoStar shall retransmit the Analog Signal of each such Additional Station in accordance with the terms of this Agreement for the remainder of the Term.

7. Consideration.

8. Term; Termination.

(a) The Term of this Agreement shall commence as of the date hereof and shall expire at _____ ("Term").

(b) Either Fox or EchoStar may terminate this Agreement, effective at any time, by giving the other written notice that the other has materially breached its duties or obligations hereunder, and such breach is not cured within _____ days of such notice.

(c)

(d)

9. Copyright and Trademark Licenses.

(a) EchoStar recognizes the Stations' exclusive right, title and interest in and to the copyright for the Stations' Analog Signals and the Stations' licenses to broadcast the programming and the marks, name and logos of the programming that may hereafter be used. EchoStar shall not, for pay or otherwise, record, copy, duplicate and/or authorize the recording, copying, duplication (other than by consumers for private home use) or retransmission of any portion of any Station's Analog Signal without prior written permission of the Station, except as is specifically permitted by this Agreement. Fox hereby grants to EchoStar a paid up no cost (royalty free) trademark, service mark, service name and trade name license permitting EchoStar to reproduce the logos of the Stations, and of the "Fox Network", solely for marketing and advertising purposes. Notwithstanding anything herein to the contrary, any use by EchoStar of the trademarks, trade names, logos, program names, program content or names and likenesses of personnel of the Stations, the Fox Network or their program suppliers ("Fox Elements") for advertising, marketing and promotional purposes will be subject to the prior written approval of Fox which shall not be unreasonably withheld.

(b) It shall be EchoStar's obligation, not Fox's, to secure copyright license rights, and pay applicable copyright fees, through individual agreements with copyright owners or through the perfection of compulsory licenses, with respect to all programming content in the Stations' Analog Signals transmitted over the Satellite Service.

10. Representation and Warranties. Subsidiaries of Fox hold the FCC licenses for the Stations. Fox has authority to enter into this Agreement, and is legally qualified, empowered and able to carry out all of the transactions contemplated hereby.

EchoStar has all authorizations necessary to operate the Satellite Service, has authority to enter into this Agreement and is equally qualified, empowered and able to carry out all of the transactions contemplated hereby. Fox and EchoStar are in compliance with and, notwithstanding any other provision hereof, will comply with all material Laws with respect to their rights and obligations under this Agreement, including without limitation the Act and the Copyright Act (as they may be amended and any successor, replacement or similar laws or statutes), and any and all policies, rules and regulations issued pursuant thereto.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject to the following provisions.

this Agreement shall be the sole and exclusive agreement governing retransmission of the signals of the Stations on the Satellite Service and in no event shall EchoStar be permitted or authorized to include the Subscribers under any other agreement relating to the retransmission of the Stations' signals, regardless of (x) whether the Subscribers are entitled to be included under any such other retransmission agreement pursuant to its terms

No assignment or other transfer of this Agreement (including any assignment by operation of law or voluntarily, including pursuant to a direct or indirect change of control or ownership of EchoStar) shall be permitted without the prior written consent of the other party, except that no consent shall be required in connection with: (a) the sale of all or substantially all of the assets of the assigning party (or in connection with a partial assignment of this Agreement by Fox in connection with the sale of any Station(s) or an entity which is a licensee of a Station); (b) the transfer of all or substantially all of the interests or stock of either party by sale, merger or otherwise;

provided, however that notwithstanding anything contained in the foregoing to the contrary, with

respect to any such assignment or transfer with respect to EchoStar, any such transfer or assignment of EchoStar's rights hereunder shall only be effective with respect to the Subscribers as constituted immediately prior to the date of such merger, sale or other transfer or assignment

For purposes of this Agreement, "control" means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

12. Force Majeure. Any delay, preemption or other failure to perform caused by factors beyond the parties' reasonable control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government law, order or regulation, shall not result in a default of this Agreement. Each party shall exercise its reasonable efforts to cure such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

13. Indemnities.

(a) Fox agrees to indemnify and hold harmless EchoStar, its parents, affiliated companies, subsidiaries, successors and assigns, and their respective owners, officers, directors, employees, shareholders and agents from and against any and all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, disbursements and court costs), caused by or arising from (i)
the content of any programming broadcast by a Station; and (ii)

(b) EchoStar agrees to indemnify and hold harmless Fox, its parents, affiliated companies, subsidiaries, successors and assigns, and their respective owners, officers, directors, employees, shareholders and agents from and against any and all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, and disbursements and court costs), caused by or arising from (i)
(ii) the retransmission by EchoStar or an Affiliated Company of any Station's Analog Signal; and (iii)

14. Confidentiality. At all times during the Term of this Agreement

neither EchoStar nor Fox shall disclose to any third party (other than its respective employees or agents, in their capacity as such and who have a need to know), the existence, terms and provisions of this Agreement, as well as all information of any kind, oral or written, acquired or developed in any manner, from either party's files, employees, representatives or agents, or as a direct or indirect result of either party's actions or performance under this Agreement. Except as provided above, the parties represent that they have not and will not reveal the same to any person not employed by the other party, except:

(ii) to the extent necessary to comply with law, the valid order of a court of competent jurisdiction or the valid order of a governmental agency, in which event the disclosing party will notify the other party of the information to be disclosed as soon as the necessity for such disclosure becomes known and in advance of any disclosure, and will seek confidential treatment of such information; (iii) as part of its normal reporting procedures to its parent company, its auditors and its attorneys (and then only to the degree necessary, and such recipients shall agree also to be so bound by this Section 14); (iv) to potential purchasers of all or substantially all of its assets or operations (including, with respect to Fox, a potential purchaser of one or more Stations(s)), and such recipients shall agree also to be so bound by this Section 14; (v) to its lenders that are financial institutions, and such recipients shall agree also to be so bound by this Section 14, and (vi) to the extent necessary

to enforce any right under this Agreement.

15. Scope of Agreement and Reservation of Rights. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express, or implied, written or oral, agreements, representations and conditions between the parties with respect thereto,

and any other agreement relating to retransmission rights for the Stations. This Agreement conveys to EchoStar only those rights that are expressly stated. All other rights with regard to the Stations' Analog Signals not specifically granted herein are reserved to the Fox. Without limiting the generality of the foregoing, nothing contained herein shall limit, affect or waive any other rights Fox or any Station may have in relation to EchoStar or the Satellite Service, including but not limited to any syndicated exclusivity or network non-duplication rights as may be available under applicable law. This Agreement may only be modified or amended by a written instrument signed by the parties.

16. No Joint Venture or Principal-Agent Relationship; No Fox Relationship with Subscribers. Nothing in this Agreement shall create any joint venture or principal-agent relationship between any Station and/or Fox and EchoStar. No Subscriber of EchoStar shall be deemed have any direct or indirect contractual relationship with any Station or Fox by virtue of the Agreement, nor shall any Subscriber be deemed to be a third party beneficiary of this Agreement.

17.

18. **Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the subject to applicable provisions of the Act, as amended, and applicable rules, regulations, policies and orders of the FCC.

19.

20. **Notices.** All notices, demands, requests or other communications which may be or required to be given, served or sent by any party to any other party pursuant to this Agreement shall be in writing, addressed to the party to be given notice at the address below, and given either personally or by deposit of the same in the United States mail, (registered mail, return receipt), or sent by recognized overnight delivery service, or by fax to the number specified below (but subject to proof by the sender with a confirming receipt of the transmitted notice in readable form). Receipt of such notice shall constitute the giving thereof. Any information regarding notices may be changed by written notice to the other party.

To EchoStar:

EchoStar Satellite Corporation
5701 S. Santa Fe Drive
Littleton, Colorado 80120
Attn: General Counsel

and to:

EchoStar Satellite Corporation
5701 S. Santa Fe Drive
Littleton, Colorado 80120
attn: Senior Vice President-Programming

To Fox:

Fox Television Holdings, Inc. and Fox/UTV Holdings, Inc.
1211 Avenue of the Americas, 4th Floor
New York, NY 10036-8795

21. Subscriber Reports.

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

ECHOSTAR SATELLITE CORPORATION

FOX TELEVISION HOLDINGS, INC.

By: _____

By: Molly Pauker

Title: _____

Title: Vice President, Corporate and Legal Affairs

Print or Type Name: _____

Print or Type Name: Molly Pauker

FOX/UTV HOLDINGS, INC.

By: Molly Pauker

Title: Vice President, Corporate and Legal Affairs

Print or Type Name: Molly Pauker

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

ECHOSTAR SATELLITE CORPORATION

By: *[Signature]*

Title SVP

Print or Type Name Mr. SCHWIMMER

FOX TELEVISION HOLDINGS, INC.

By: _____

Title _____

Print or Type Name _____

FOX/UTV HOLDINGS, INC.

By: _____

Title _____

Print or Type Name _____

EXHIBIT A

Station Call Letters	DMA	Current Network Affiliation
WNYW	New York, NY	Fox
WWOR-TV	Secaucus, NJ	UPN
KTTV	Los Angeles, CA	Fox
KCOP	Los Angeles, CA	UPN
WFLD	Chicago, IL	Fox
WTXF	Philadelphia, PA	Fox
WFXT	Boston, MA	Fox
KDFW	Dallas, TX	Fox
KDFI	Dallas, TX	Independent
KMSP-TV	Minneapolis, MN	UPN
WFTC-TV	Minneapolis, MN	Fox
WTTG	Washington, DC	Fox
WDCA	Washington, DC	UPN
WUTB	Baltimore, MD	UPN
WJBK	Detroit, MI	Fox
WAGA	Atlanta, GA	Fox
KRIV	Houston, TX	Fox
KTXH	Houston, TX	UPN
WJW	Cleveland, OH	Fox
WTVT	Tampa, FL	Fox
WRBW	Orlando, FL	UPN
WOFL	Orlando, FL	Fox
WOGX	Gainesville, FL	Fox
KSAZ-TV	Phoenix, AZ	Fox
KUTP	Phoenix, AZ	UPN

KDVR	Denver, CO	Fox
KTVI	St. Louis, MO	Fox
WITI	Milwaukee, WI	Fox
WDAF-TV	Kansas City, MO	Fox
KSTU	Salt Lake City, UT	Fox
WBRC	Birmingham, AL	Fox
WHBQ-TV	Memphis, TN	Fox
WGHP	Greensboro, NC	Fox
KTBC	Austin, TX	Fox

**REDACTED
FOR PUBLIC INSPECTION**

AGREEMENT TO ADOPT AND AMEND THE 2002 RETRANSMISSION CONSENT AGREEMENT

This Agreement to Adopt and Amend the Retransmission Consent Agreement ("Amendment") is entered into on this 16th day of MAY, ²⁰⁰⁵~~2004~~ by and between Fox Television Holdings, Inc. and Fox/UTV Holdings, Inc. (hereinafter referred to individually or in the aggregate, as appropriate, as "Fox") on the one hand and EchoStar Satellite L.L.C. (d/b/a EchoStar Satellite Corporation) (hereinafter referred to as "EchoStar") on the other hand.

WHEREAS Fox and EchoStar entered into a Retransmission Consent Agreement on July 1, 2002 (hereinafter referred to as the "2002 Retransmission Consent Agreement"), which provided for EchoStar to retransmit and deliver the Analog Signal of certain Stations to certain Subscribers who are located in the same DMA as such Station. (All capitalized terms used herein shall have the same meaning as those terms are defined in the 2002 Retransmission Consent Agreement, except as otherwise modified herein);

WHEREAS the 2002 Retransmission Consent Agreement expired on

NOW THEREFORE, Fox and EchoStar enter into this Amendment adopting the terms and conditions of the 2002 Retransmission Consent Agreement with the following modifications:

- 1. Term. Paragraph 8(a) of the 2002 Retransmission Consent Agreement is deleted in its entirety and replaced with the following language:

The Term of this Agreement (as amended) shall commence as of
and shall expire at

EP *[Signature]*

EP *[Signature]*

[Signature]

2. **Stations.** Exhibit A to the 2002 Retransmission Consent Agreement is deleted in its entirety and replaced with Exhibits A, B, and C to this Amendment.

3. **Consideration.** Paragraph 7 of the 2002 Retransmission Consent Agreement is deleted in its entirety and replaced with the following language:

(a)

(b)

4. **Retransmission Consent Only.** This Amendment relates only to rights to carry the Stations' Analog Signals, and creates no obligations or duties of any kind regarding the carriage of any other type of programming. To the extent the 2002 Retransmission Consent Agreement, or any other agreement between the parties, addresses any programming other than the Stations' Analog Signals, such provisions are not modified, extended, or effected in any way by this Amendment. If the parties elect to enter into new terms or conditions regarding the


carriage of programming other than the Stations' Analog Signals, they will do so by separate agreement or agreements.

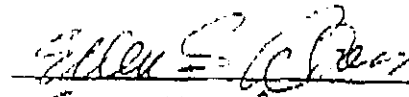
5. Except as expressly and specifically provided in this Amendment, the terms of the 2002 Retransmission Consent Agreement shall remain unmodified, unaffected, and in full force and effect through the Term.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

FOX/UTV HOLDINGS, INC.

By: 
Title: VP - Programming
Print or type name: ERIC SAHL

By: 
Title: Senior Vice President
Print or type name: Ellen S. Agross

FOX TELEVISION HOLDINGS, INC.


By: 
Title: Senior Vice President
Print or type name: Ellen S. Agross

EXHIBIT A

FOX STATIONS

<u>Station Call Letters</u>	<u>DMA</u>	<u>Current Network Affiliation</u>
WNYW	New York, NY	FOX
KTTV	Los Angeles, CA	FOX
WFLD	Chicago, IL	FOX
WTXF	Philadelphia, PA	FOX
WFXT	Boston, MA	FOX
KDFW	Dallas, TX	FOX
WTTG	Washington, DC	FOX
WAGA	Atlanta, GA	FOX
WJBK	Detroit, MI	FOX
KRIV	Houston, TX	FOX
WTVT	Tampa/St. Petersburg, FL	FOX
KMSP	Minneapolis, MN	FOX
KSAZ	Phoenix, AZ	FOX
WJW	Cleveland, OH	FOX
KDVR	Denver, CO	FOX
WOFL	Orlando, FL	FOX
KTVI	St. Louis, MO	FOX
WDAF	Kansas City, MO	FOX
WITI	Milwaukee, WI	FOX
KSTU	Salt Lake City, UT	FOX
WBRC	Birmingham, AL	FOX

EXHIBIT A (continued)

FOX STATIONS

<u>Station Call Letters</u>	<u>DMA</u>	<u>Current Network Affiliation</u>
WHBQ	Memphis, TN	FOX
WGHP	Greensboro, NC	FOX
KTBC	Austin, TX	FOX
WOGX (beginning November 2004)	Gainesville, FL	FOX

Handwritten mark

EXHIBIT A

UPN STATIONS

<u>Station Call Letters</u>	<u>DMA</u>	<u>Current Network Affiliation</u>
WWOR-TV	Secaucus, NJ	UPN
KCOP	Los Angeles, CA	UPN
WFTC	Minneapolis, MN	UPN
WDCA	Washington, DC	UPN
WUTB	Baltimore, MD	UPN
KTXH	Houston, TX	UPN
WRBW	Orlando, FL	UPN
KUTP	Phoenix, AZ	UPN

EXHIBIT C

INDEPENDENT STATION

Station Call Letters

DMA

Current Network
Affiliation

KDFI

Dallas, TX

Independent

SMJ