



REDACTED  
FOR PUBLIC INSPECTION

VIA FACSIMILE ) & OVERNIGHT DELIVERY

July 28, 2005

Ellen S. Agress, Esq.  
Senior Vice President, Deputy General Counsel  
News America Incorporated  
1211 Avenue of the Americas  
New York, NY 10036

Dear Ms. Agress:

I write to confirm our telephone conversation of yesterday afternoon and the terms of your letter dated May 13, 2005. Fox's owned and operated UPN station in Chicago (WPWR) is a "Station" under the parties current retransmission agreement for the analog signal.<sup>1</sup> EchoStar shall pay Fox the applicable retransmission fee

as provided for under the terms of the agreement. Please confirm your assent by signing below and returning a signed copy to me.

Sincerely,

Eric Sahl  
Senior Vice President, Programming

AGREED:

Ellen S. Agress, Esq.

<sup>1</sup> Agreement to Adopt and Amend the 2002 Retransmission Consent Agreement, dated May 16, 2005.

**DIGITAL AMENDMENT TO RETRANSMISSION CONSENT AGREEMENT**

This Digital Amendment to Retransmission Consent Agreement (the "Amendment") is made as of January 12, 2006 by and between FOX TELEVISION HOLDINGS, INC. (hereafter referred to as "Fox") and ECHOSTAR SATELLITE L.L.C. (formerly known as "EchoStar Satellite Corporation" and hereafter referred to as "EchoStar"), to amend in part, as more fully described herein, the Retransmission Consent Agreement dated as of July 1, 2002 regarding the Analog Signals of the Fox stations (the "2002 RTC Agreement"), as amended by the Agreement to Adopt and Amend the 2002 Retransmission Consent Agreement dated May 16, 2005 (the "2005 Amendment" and collectively, with the 2002 RTC Agreement, the "Existing Agreement"), each by and among Fox Television Holdings, Inc. and Fox/UTV Holdings, Inc. (which has assigned its rights and obligations to Fox), on the one hand, and EchoStar. All capitalized terms used herein shall have the meaning ascribed to such terms in the Existing Agreement, except as otherwise modified herein.

WHEREAS, Fox and EchoStar entered into the 2002 RTC Agreement, which provided for EchoStar's retransmission and delivery of the Analog Signals of certain Stations to Subscribers who are located in the same DMA as such Station;

WHEREAS, Fox and EchoStar

entered into the 2005 Amendment, by which the parties adopted and amended the 2002 RTC Agreement, thereby continuing to permit EchoStar to retransmit the Stations' Analog Signals; and

WHEREAS, EchoStar and Fox now desire to have

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

1. Term. This Amendment shall be effective as of the date of execution by both parties hereto (the "Effective Date") and shall be in effect for the duration of the Term.

2. Definitions.

(a) "Digital Program Related Data" shall mean Program Related Data transmitted by a Fox Station in conjunction with and related to such Fox Station

(b) "Digital Signal" shall mean a broadcast signal in any digital form that complies with the applicable Advanced Television Systems Committee ("ATSC") standards

regarding digital signal transmission and applicable FCC rules and regulations, as transmitted by any broadcast television station, consisting of the entire 19.4 megabit data stream transmitted within a 6 MHz channel, including, but not limited to, video, audio and/or data components, in any ATSC-compliant standard, and Digital Program Related Data (as defined above) transmitted by the applicable station; provided that the definition of "Digital Signal" shall not include any components, materials or feeds which are not available to viewers on a free, over-the-air broadcast basis without subscription or equipment from any multichannel video programming distributor.

(c) "Fox Station" shall mean

(d) "Primary Feed" shall mean a single programming feed (i.e., video, audio and/or data components transmitted simultaneously as a single "channel" of programming) contained in the Digital Signal (a "Programming Feed"), as transmitted by a Fox Station, together with the applicable Digital Program Related Data thereto,

**3. Digital Retransmission Consent and Carriage Obligations.**

(a) Pursuant to Section 325 of the Act, Fox, on behalf of the Fox Stations, hereby grants during the Term, its consent to EchoStar's retransmission of the the Fox Stations over the Satellite Service to Subscribers located within the respective Permitted Retransmission Area (as defined in Section 4(c) below) either (i) in conjunction with the Analog Signal :

or (ii) in lieu of the Analog Signal , in either case pursuant to the terms and conditions set forth in this Amendment;

(b) EchoStar hereby agrees that EchoStar shall commence carriage and delivery of \_\_\_\_\_ no later than the date on which EchoStar first offers any Other Primary Feed of any other station licensed to such Fox Station's DMA and that EchoStar shall deliver \_\_\_\_\_ each Fox Station to Subscribers who receive "local into local" service of local broadcast signals \_\_\_\_\_ located in the same DMA as such Fox Station ("Local Digital Service"); provided that with respect to any DMA in which EchoStar currently offers Local Digital Service and there is a Fox Station as of the Effective Date, EchoStar shall commence carriage \_\_\_\_\_ as of the Effective Date.

(c) For the avoidance of doubt, this Amendment relates only to rights to carry the \_\_\_\_\_ and neither provides any rights nor creates any obligations of any kind regarding the carriage of any other type of programming.

Except as expressly and specifically provided in this Amendment, the terms of the Existing Agreement shall remain unmodified, unaffected and in full force and effect

4. Carriage Terms and Conditions.

(a) Upon commencement of carriage of \_\_\_\_\_ (whether in lieu of or in addition to the applicable Analog Signal), EchoStar shall notify Fox of the commencement of carriage in writing, and EchoStar shall continue such carriage in accordance with the terms of this Amendment at all times for the remainder of the Term, except that, with respect to the affected DMA, EchoStar shall be entitled to terminate carriage of (i) a Duplicate Fox Station (as defined below)

Notwithstanding the foregoing, in the event that EchoStar terminates carriage of all signals of all other digital signals of television stations distributed by EchoStar ("Other Digital Signals") in a particular DMA, EchoStar shall be permitted to cease carrying \_\_\_\_\_ the applicable Fox Station(s) in such DMA unless and until EchoStar subsequently recommences Local Digital Service in such DMA. As used herein, "Duplicate Fox Station" shall mean, with respect to a particular DMA,

(b) In the event EchoStar transmits \_\_\_\_\_ shall be retransmitted in accordance with the provisions of the Existing Agreement applicable to Analog Signals, except as otherwise expressly provided herein or would be inconsistent with the provisions hereof (in which case, the terms and conditions of this Amendment shall control), provided, however, that in applying such provisions of the Existing Agreement to the transmission of \_\_\_\_\_ (i) the term "Analog Signal" as used therein shall be construed as \_\_\_\_\_ (ii) the term "Other Broadcast Signals" as used in Section 3(d) shall be construed as "Other Digital Signals".

For the avoidance of doubt, nothing contained in this Section 4(b) shall require EchoStar to retransmit except as otherwise provided for in this Amendment.

(c) Permitted Retransmission Area. EchoStar shall retransmit a Fox Station only to Subscribers located in such Fox Station's DMA and shall comply with Section 3(c) of the Existing Agreement; provided that in the event and to the extent that EchoStar has the ability to retransmit a pursuant to the compulsory copyright provisions set forth in the Satellite Act (as defined below), EchoStar shall have the right to also retransmit such Fox Station in any areas in which such Fox Station is "significantly viewed" (as defined pursuant to FCC Such geographic areas in which EchoStar is permitted to transmit a Fox Station is referred to as the "Permitted Retransmission Area". As used herein, the "Satellite Act" shall mean the "Satellite Home Viewer Improvement Act" and the "Satellite Home Viewer Extension and Reauthorization Act," set forth at Section 119 of the Copyright Act (17 U.S.C. §119), including any amendments thereto, and any successor or replacement laws or statutes implementing regulations.

(d) Packaging and Channel Placement.

(i) In the event that EchoStar carries in addition to such Fox Station's Analog Signal (i.e., on a dual carriage basis), EchoStar shall carry such in the same package of programming and in the same programming tier as it carries any Other Digital Signal licensed to the Fox Station's DMA

and will provide each Fox Station with a channel position as favorable as and contiguous to the channel positions for the Other Primary Feeds

In the event that EchoStar elects to transmit the in lieu of such Fox Station's Analog Signal, EchoStar shall carry the on the same channel position, in the same package and on the same level of service, on which the Analog Signal of such Fox Station was carried immediately prior to such transmission ; provided that such level of service shall include the analog signals (or substituted Digital Signals, as may be applicable) of all other Stations ; and provided further that the channel position for each Fox Station shall in any event be as favorable as the channel position for such applicable signal .

(ii) With respect to any on-screen channel or navigational guide ("EPG") utilized by EchoStar, EchoStar shall provide each with placement and description in such EPG (including the channel number for each such Fox Station), which in any event shall be no less favorable than the placement and description of any Other Digital Signal carried by the Satellite Service.

(e) Signal Quality. EchoStar agrees that the signal quality of retransmitted over the Satellite Service shall be at least as favorable as that of all Other Digital Signals carried by EchoStar on the Satellite Service.

5. Consideration.

(a) In consideration for the right to retransmit in addition to the rights granted to and obligations undertaken by the parties hereunder, EchoStar shall pay Fox (the "Digital Retransmission Fees").

(b) At the time that EchoStar remits Digital Retransmission Fees to Fox, EchoStar shall provide Fox a true and complete report for the applicable calendar month signed by a duly authorized officer of EchoStar, certifying to the best of his or her knowledge:

(c) Payment hereunder shall be made to Fox not later than after the end of the month for which any such payment is due.

6. Scope of Agreement; Reservation of Rights and Miscellaneous. This Amendment amends the Existing Agreement only with respect to transmission of . All terms and conditions of the Existing Agreement not expressly amended or modified by this Amendment remain in full force and effect for the duration of the Term, and all rights not specifically granted herein are reserved to Fox.

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

ECHOSTAR SATELLITE CORPORATION

FOX TELEVISION HOLDINGS, INC.

By: [Signature]

By: Ellen S. Agress

Title SVP - Programming

Title Senior Vice President

Print or Type Name Eric Stahl

Print or Type Name Ellen S. Agress

**SCHEDULE 1**

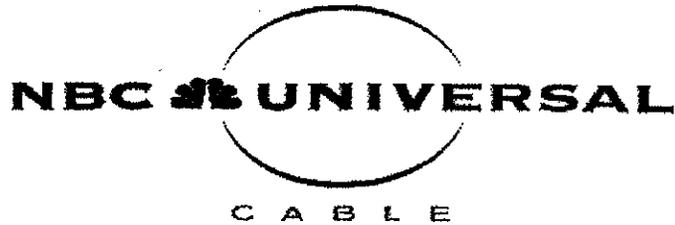
**MONTHLY PER-FOX STATION SUBSCRIBER RATES**

EchoStar shall pay to Fox the monthly Subscriber Digital Retransmission Fees set forth below for each Subscriber (as defined in Section 5(a) of this Amendment)

TOTAL P.08

**NC.IV.B 0053**





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Mr. Derek Chang  
 SVP Strategy and Development  
 DIRECTV, Inc.  
 2230 East Imperial Highway  
 El Segundo, California 90245

Dear Derek:

This Letter Agreement by and between NBC Universal Cable, a division of NBC Universal, Inc. ("NBCU"), and DIRECTV, Inc. ("DIRECTV") (collectively, the "Parties") hereby sets forth the following binding agreement with respect to the terms and conditions under which DIRECTV shall have the right and obligation to distribute the standard definition ("SD") and high definition ("HD") feeds of the Chiller programming service (the "Chiller Service") as set forth in more detail below.

The parties, intending to be legally bound, do hereby agree as follows:

1. Existing Agreements. Unless modified or amended below, the terms and conditions of the Existing Agreements shall remain in force and effect. For the purposes of this Letter Agreement, the Existing Agreements shall mean the REDACTED Letter Agreement between DirectTV, Inc. and NBC Cable Networks (now, NBC Universal Cable) for distribution of the CNBC, MSNBC and CNBC2 programming services, as well as retransmission consent for NBC owned and operated stations and distribution of Olympics programming (incorporating by reference earlier agreements) (the REDACTED Letter Agreement"); the REDACTED Letter Agreement; the Agreement dated REDACTED by and between NBC Cable Networks and DirectTV, Inc. for distribution of the Telemundo, Mun2 and Bravo Services; the REDACTED Letter Agreement; the Para Todos letter agreement dated as of REDACTED ; the letter agreement dated as of REDACTED regarding the Torino Olympic HD feed, the Sleuth programming service and retransmission of NBC Stations' digital broadcast signals; and the Term Sheet dated REDACTED regarding HD channel carriage, Chiller and other matters (the "Term Sheet"), as such have been amended and extended over time. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the applicable Existing Agreement.

2. Launch and Distribution of Chiller Service

a. SD Launch and Distribution Commitment. On or around REDACTED NBCU shall deliver and DIRECTV shall launch the SD feed of the Chiller Service

REDACTED

REDACTED

DIRECTV shall distribute the SD feed of the Chiller Service in its entirety, without editing, delays, alterations, interruptions, deletions or additions (collectively, the "Alterations"), subject to the following exceptions (collectively, the "Exceptions"): (A) DIRECTV's commercial or other announcements, as permitted by Section 2.e hereof; (B) DIRECTV's electronic guides (including without limitation, any mosaic or similar guides):

REDACTED

programmers, and viewership; (C) news bulletins and other public announcements as

REDACTED ; and (D) a DIRECTV Subscriber's use of equipment, programming or other data supplied by DIRECTV REDACTED

REDACTED to make Alterations to the Signal as viewed on a monitor/television screen (e.g. picture-into-picture and squeeze-back),

REDACTED

b. HD Launch and Distribution Commitment. On or around NBCU shall provide to DIRECTV the HD simulcast feed of the Chiller Service with a minimum resolution of 1080i (the "HD Feed") and DIRECTV shall distribute such HD Feed through REDACTED on the terms set forth below.

REDACTED

c. License Fees. The monthly per subscriber License Fees for distribution of the Chiller SD and HD Service shall be as set forth in the attached Schedule 1. No other surcharge, fees or costs shall be payable by DIRECTV for receipt and distribution of the Chiller Service.

d. Service Description. The Chiller Service shall be a 24 hour per day, 7 day per week satellite delivered programming service comprised of television, direct to video and theatrical programming

REDACTED

e. Commercial Time. NBCU shall make available to DIRECTV not less than REDACTED in the Chiller Service for commercial announcements to be used by DIRECTV or by third party sales agents for insertion in the Chiller Service,

REDACTED

f.

REDACTED

REDACTED

g. Promotional Obligations. NBCU will provide to DIRECTV a promotional block of programming (the "Promotional Programming") to air on DIRECTV's Channel 101 prior to the Chiller Service launch date to promote such launch, the form and content of which shall be subject to the mutual agreement of the parties. DIRECTV will further have the right to produce and air its own on-air spots promoting the Promotional Programming.

h. General Terms and Conditions. The Parties intend to enter into a long-form agreement containing the terms and conditions set forth above, and such other terms and conditions as are customarily found in agreements of this type, consistent with the terms and conditions of the Existing Agreements

REDACTED

The parties shall finalize such agreement within 90 days from the date hereof. Notwithstanding the foregoing, unless and until such long-form agreement is executed, this Letter Agreement shall be a legally binding agreement of the Parties, and the general terms and conditions relating to the distribution of the Chiller Service not otherwise covered by this Letter Agreement shall be governed by the terms and conditions of the Existing Agreements. In the event of any conflict or inconsistency between the terms hereof and the Existing Agreements, the terms hereof shall supersede and control. All references to the "Service" and "Services" in the Existing Agreements shall also include the "Chiller Service."

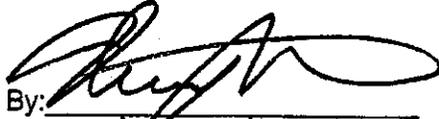
3.

REDACTED

4. Binding Agreement. Upon execution of this Letter Agreement by the Parties, this Letter Agreement shall be a legally binding agreement of the Parties.

Sincerely,

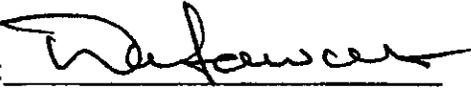
NBC UNIVERSAL TELEVISION NETWORKS DISTRIBUTION, a division of NBC Universal, Inc., on behalf of Chiller LLC.



By: Henry Allen  
Name: Henry Allen  
Title: EVP, NBCU TV Networks Distribution

AGREED TO AND ACCEPTED:

DIRECTV, INC.

By: 

Name: \_\_\_\_\_  
Title: DANIEL M. FAWCETT  
EXECUTIVE VICE PRESIDENT

**Exhibit 1**  
**DTV Encryption and Compression Specifications**

REDACTED

**Exhibit A**

REDACTED

REDACTED

**Exhibit B**

**Chiller Sample Program Schedule**

**Schedule 1**

**License Fees**

Chiller. DIRECTV shall pay the following monthly per subscriber License Fee for each Service Subscriber:

REDACTED



AFFILIATION AGREEMENT  
FOR DTH SATELLITE EXHIBITION  
OF CABLE NETWORK PROGRAMMING



DIRECTV, INC.

and

CURRENT TV, LLC

AFFILIATION AGREEMENT  
FOR DTH SATELLITE EXHIBITION  
OF CABLE NETWORK PROGRAMMING

AGREEMENT, made as of REDACTED by and between Current TV, LLC, a Delaware limited liability company ("Programmer"), and DIRECTV, INC., a California corporation ("Affiliate").

WHEREAS:

A. Affiliate has established a direct to home ("DTH") satellite-based television system in North America; and

B. Affiliate currently distributes Newsworld International ("NW") pursuant to the Distribution Agreement for DBS Satellite Exhibition of Newsworld International REDACTED Programming dated as of REDACTED as amended, (the "NWI Agreement"). Programmer, which owns and controls NW, shall change NW into a new service entitled "Current TV" on REDACTED Upon execution hereof, this Agreement shall replace and supersede the NWI Agreement in its entirety.

C. Affiliate desires to obtain the rights to distribute "Current TV" (the "Service," as defined in Section 1.2.1 below) via the DTH Distribution System (as defined in Section 1.1.2 below) in the United States, its territories and possessions, including Puerto Rico, (the "Territory").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

1.1 Distribution; Certain Definitions.

1.1.1 Programmer hereby grants to Affiliate the non-exclusive right to distribute the Service in the Territory via the DTH Distribution System to DIRECTV Subscribers (as defined in Section 1.1.2 below) during the Term (as defined in Section 6.1 below) hereof. REDACTED Affiliate shall have the right to use the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof.

1.1.2

REDACTED

REDACTED

1.1.3

REDACTED

1.2 The Service.

1.2.1 The "Service" shall mean and consist of the national feed (or, if Programmer uses multiple feeds for the Service, such other of such multiple feeds designated by Affiliate) of the programming service commonly known as "Current TV". as now named,

REDACTED

The Service shall be presented on a 24-hour per day, 7 days a week schedule, as initially represented by the programming schedule attached as Exhibit "A" hereto.

REDACTED

REDACTED

1.2.2 All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between Programmer and Affiliate, remain vested in Programmer.

1.2.3 Affiliate is authorized to distribute the Service using satellite master antenna television system (or similar system) ("SMATV") operators (including telephone companies and similar service providers) that serve multiple dwelling locations, master planned communities, multiple dwelling unit ("MDU") buildings or complexes or commercial or business establishments with multiple television viewing sites via such SMATV systems directly to end users within such buildings or establishments.

1.2.4 Programmer shall not propose or impose upon Affiliate, nor shall Affiliate be obligated to pay, any surcharge or other cost (other than the License Fees provided for in Section 2 hereof) for receipt and distribution of the Service.

1.3 Other Distribution Obligations. In addition, the parties agree as follows:

1.3.1 Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, alterations, interruptions, deletions or additions (collectively, the "Alterations") excepting: (A) Affiliate's commercial or other announcements, as permitted

by Section 3 hereof; (B) Affiliate's electronic guides (including without limitation, any mosaic or similar guides), (C) news bulletins and other public announcements as may be required by emergencies or applicable law:

REDACTED

1.3.2 Programmer is delivering, at its sole expense, a feed of the Service to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers") via Galaxy 11, a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (the "Delivery Source"). Programmer shall have in place appropriate back-up transponder space on a second domestic communications satellite, or shall reserve back-up fiber links to the Broadcast Centers, such that in the event of a failure of the first satellite or fiber link, delivery of the Service to Affiliate shall not be interrupted or discontinued

REDACTED

The format of the backup feed shall be the same format as the primary feed of the Service. In the event Programmer seeks to change the primary delivery mechanism from which the Service is delivered at any time during the Term, Programmer shall provide Affiliate with not less than REDACTED prior written notice of such proposed change and, in the event Affiliate approves such proposed change

REDACTED

Programmer shall provide Affiliate with the necessary equipment required to receive the Service, via the new Delivery Source. The delivery of all feeds hereunder shall be pursuant to the technical specifications set forth at Exhibit "B" hereto.

1.3.3 Programmer and Affiliate shall use their respective commercially reasonable efforts to maintain for the Service a high quality of signal transmission in accordance with their respective technical standards and procedures.

REDACTED

REDACTED

1.4 Program Guide. During the Term, Programmer, at its sole cost and expense, shall provide the daily programming schedule for the Service (including any Infomercials contained therein) to Tribune Media Service (or such other service designated by Affiliate) in order that Affiliate may access the program schedule for purposes on the on-screen program guide.

1.5

REDACTED

1.6

REDACTED

1.7

REDACTED