

Execution Version

REDACTED

(ii) has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

(iii) shall distribute the Service in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

(iv)

REDACTED

(v)

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(vi) shall not, without Programmer's prior written approval, use the name of or logo for "Hallmark" or the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, for any purpose other than in material intended to advise DIRECTV Subscribers or potential DIRECTV Subscribers of the availability and scheduling of the Service or as a channel identifier. The restrictions set forth in this Section 5(a)(vi) shall apply only to the extent they are applied by Programmer uniformly with respect to all of its distributors of the Service, and shall not apply if Affiliate has received a valid authorization from a third party for any of the uses described in this Section 5(a)(vi); and

(vii) has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

(viii) the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms.

(b) By Programmer. Programmer warrants, represents and covenants to Affiliate that:

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(i)

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(ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

(iii) it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(iv)

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(v) it shall not, without Affiliate's prior written approval, use the name or logo for "DIRECTV" or other names and logos owned or controlled by Affiliate (and its Affiliated Companies as defined in Section 8 below) without the prior written consent of Affiliate;

(vi)

REDACTED

(vii) The obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms; and

(viii)

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6. Term; Termination.

(a) Term; Extension; Service Commencement Date.

(i) Subject to earlier termination as set forth herein the term of this Agreement shall commence not later

REDACTED

(ii)

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(b) Termination for Breach, Bankruptcy; Discontinuance of Business.

This Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

(i)

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(ii) the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

(iii)

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(c) Termination by Affiliate. Affiliate may, subject to a REDACTED cure period pursuant to the terms set forth in Section 6(b)(i), terminate this Agreement upon REDACTED prior written notice to Programmer:

(i)

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(ii)

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(d) Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Service or perform its obligations hereunder if such failure is due to any failure or material degradation in performance of Programmer's U.S. Satellite or the DBS Satellite(s) or transponders on such satellites (as applicable) or of the DBS Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate (financial inability excepted), as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance:

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(e) Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth below in Section 8, which shall have accrued on or prior to the date of such termination.

(f)

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7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or Affiliated Companies shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

(a) By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and

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expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of

REDACTED

In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees which are based upon revenues derived by, or the operations of, Programmer. As used in this Agreement, "Affiliated Company(ies)" shall mean, with respect to any person or entity, 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 such person or entity and any member, director, officer or employee of such person or entity.

(b) By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of

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(c) Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

(1) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

(2)

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9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

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If by mail, overnight,
facsimile or
personal delivery:

Crown Media United States, LLC
12700 Ventura Boulevard, Suite 2000
Studio City, California 91604
Attention: Chief Operating Officer
Fax: (818) 755-2474
cc: Senior Vice President, Network Distribution and
Service
Fax: (818) 755-2625
Senior Vice President, Business & Legal Affairs
Fax: (818) 755-2461

Notice to Affiliate shall be provided as follows:

If by mail
or facsimile:

DIRECTV, Inc.
P.O. Box 92424
Los Angeles, California 90009
Attention: Senior Vice President, Programming
Fax: (310) 535-5426
cc: General Counsel
Fax: (310) 726-4991

If by overnight or
personal delivery:

DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245
Attention: Senior Vice President, Programming
cc: General Counsel

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. All rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

11.

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12. Laws of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be fully performed therein by residents of the State of California, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations.

13. Entire Agreement and Section Headings. Except for the Stock Purchase Agreement, this Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof, including the Odyssey Agreement (subject to Section 6(a)(ii) above). This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15.

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16.

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17.

(a)

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Execution Version

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(ii)

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(iii)

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18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by Federal Express, a fully executed original counterpart of the Agreement to the other party.

20.

(a)

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(b)

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(c)

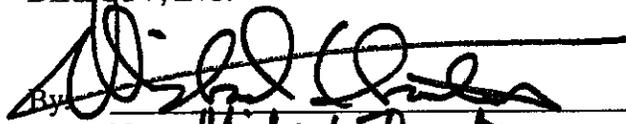
REDACTED

(d)

REDACTED

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DIRECTV, INC.

By: 
Name: Michael Thomas
Title: S.V.P.

CROWN MEDIA UNITED STATES, LLC

By: 
Name: Paul A. Fitzpatrick
Title: CHIEF OPERATING OFFICER

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EXHIBIT A

PROGRAMMING SCHEDULE

AUGUST 2001 Program Schedule

TIME SLOT	MONDAY 8/27	TUESDAY 8/28	WEDNESDAY 8/29	THURSDAY 8/30	FRIDAY 8/31	SATURDAY 9/1	SUNDAY 9/2	TIME SLOT
6:00 AM	Paid Programming	6:00 AM						
6:30 AM	My Three Sons	6:30 AM						
7:00 AM	Lifestyle Magazine	Our Family	Primary Focus	At Home Live	On Main Street	Bewitched	The World of Faith	7:00 AM
7:30 AM	Donna's Day	Bewitched	and Values	7:30 AM				
8:00 AM	Happy Days	The Storykeepers	8:00 AM					
8:30 AM	Happy Days	Music and the Spoken Word	8:30 AM					
9:00 AM	Avonlea	Avonlea	Avonlea	Snowy River	Snowy River	Happy Days	Southern Baptist	9:00 AM
9:30 AM	Avonlea	Avonlea	Avonlea	Snowy River	Snowy River	Happy Days	Simple Faith	9:30 AM
10:00 AM	Wind at My Back	Seasons of the Heart	Real Life	10:00 AM				
10:30 AM	Wind at My Back	Seasons of the Heart	Welcome Table	10:30 AM				
11:00 AM	Wind at My Back	PREMIERE	Catholic Mass	11:00 AM				
11:30 AM	Rescue 911	Avonlea	Weekly Magazine	11:30 AM				
12:00 PM	Rescue 911	Avonlea	NOON	12:00 PM				
12:30 PM	Rescue 911	Christy	Amercical	12:30 PM				
1:00 PM	Dr. Quinn, Medicine Woman	Christy	Amercical	1:00 PM				
1:30 PM	Dr. Quinn, Medicine Woman	Christy	Amercical	1:30 PM				
2:00 PM	Hart to Hart	Christy	2:00 PM					
2:30 PM	My Three Sons	Here Comes The Brides	2:30 PM					
3:00 PM	My Three Sons	Here Comes The Brides	3:00 PM					
3:30 PM	My Three Sons	Here Comes The Brides	3:30 PM					
4:00 PM	Bewitched	Bewitched	Bewitched	Bewitched	Bewitched	Bewitched	4:00 PM	4:00 PM
4:30 PM	Bewitched	Bewitched	Bewitched	Bewitched	Bewitched	Bewitched	4:30 PM	4:30 PM
5:00 PM	Dream of Jeannie	Rio Diablo	5:00 PM					
5:30 PM	Dream of Jeannie	Rio Diablo	5:30 PM					
6:00 PM	Happy Days	Dr. Quinn, Medicine Woman	6:00 PM					
6:30 PM	Happy Days	Dr. Quinn, Medicine Woman	6:30 PM					
7:00 PM	Funniest Videos	Fergie and Andrew	7:00 PM					
7:30 PM	Funniest Videos	Fergie and Andrew	7:30 PM					
8:00 PM	Dr. Quinn, Medicine Woman	PREMIERE	8:00 PM					
8:30 PM	Dr. Quinn, Medicine Woman	PREMIERE	8:30 PM					
9:00 PM	Diana: Queen of Hearts	PREMIERE	9:00 PM					
9:30 PM	Diana: Queen of Hearts	PREMIERE	9:30 PM					
10:00 PM	NOT HHOF PREMIERE	10:00 PM						
10:30 PM	Rescue 911	Hart to Hart	10:30 PM					
11:00 PM	Rescue 911	Hart to Hart	11:00 PM					
11:30 PM	Rescue 911	Hart to Hart	11:30 PM					
MIDNIGHT	Hart to Hart	Lawson Live	MIDNIGHT					
12:30 AM	Hart to Hart	Lawson Live	12:30 AM					
1:00 AM	Young Riders	Beauty and the Beast	1:00 AM					
1:30 AM	Young Riders	Beauty and the Beast	1:30 AM					
2:00 AM	Lonesome Dove	Hamlet Part 1 of 2	2:00 AM					
2:30 AM	The Series	CIC	2:30 AM					
3:00 AM	Rifleman	Rifleman	Rifleman	Rifleman	Rifleman	Rifleman	CIC	3:00 AM
3:30 AM	Rifleman	Rifleman	Rifleman	Rifleman	Rifleman	Rifleman	CIC	3:30 AM
4:00 AM	Paid Programming	4:00 AM						
4:30 AM	Paid Programming	4:30 AM						
5:00 AM	Paid Programming	5:00 AM						
5:30 AM	Paid Programming	5:30 AM						

Lightly shaded region denotes "Frontier Week" - TITLE TBD
Titles in bold denote movie premieres.

WEEK FOUR

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EXHIBIT B

PROGRAMMER'S RATE CARD

YEAR

LICENSE FEE

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REDACTED

4. **Term:** The term shall commence as of the effective date set forth above and shall continue until REDACTED (the "Term"), unless earlier terminated pursuant to the terms hereof.

5. **Termination:**

a.

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b.

REDACTED

c.

REDACTED

6. **Packaging and License Fees:** DTV shall offer the WNBC Signal to Subscribers pursuant to the Waiver on a subscription basis only, either a la carte or as part of a package of other distant network broadcast signals for a non de minimus fee.

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7. **Representations and Warranties:** NBCU and DTV each represent and warrant that it: (i) is duly organized and validly existing under the laws of the state of its formation, and (ii) has the power and authority to enter into this Agreement and to perform fully its obligations hereunder.

8.

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9.

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10. **Marketing:** DTV shall comply with any written trademark and logo usage guidelines provided by NBCU. DTV shall submit to NBCU for its prior approval all marketing and advertising materials regarding DTV's offering of the WNBC signal in the Los Angeles DMA pursuant to the Waiver granted herein, which approval shall not be unreasonably withheld. Materials that are not approved or disapproved by NBCU within three (3) business days of confirmed receipt shall be deemed approved hereunder.

11. **Reservation of Rights:** All rights not expressly granted to DTV by NBCU hereunder with respect to the WNBC and KNBC broadcast signals are reserved to NBCU.

12.

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13. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts executed and to be performed entirely therein. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York, New York, in any action arising out of or relating to this Agreement and for recognition or enforcement of any judgment relating thereto. Each party irrevocably and unconditionally (i) waives any objection which it may now or hereafter have to the laying of venue in such jurisdiction of any such action and (ii) accepts, with regard to any such action, the personal jurisdiction of such New York courts and waives any defense or objection that it might otherwise have to such courts' exercise of personal jurisdiction with respect to it. Any and all service of process shall be effective against any party if given by registered or certified mail, return receipt requested.

14. Notices: All notices and other communications provided for hereunder shall be in writing and delivered by hand or sent by first class mail or overnight carrier or sent by facsimile (with such facsimile to be confirmed promptly in writing sent by first class mail or overnight carrier), sent as follows:

If to NBCU, addressed to:

President
NBC Universal Cable, Domestic TV and New Media Distribution
900 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Fax: 201-735-3550

With a copy to:

Senior Vice President, Legal Affairs
Networks Distribution
Fax: 201-735-3595

If to DTV, addressed to:

DIRECTV, Inc.
2230 E. Imperial Hwy.
El Segundo, CA 90245
Attn: Dan Hartman

VP, Programming & Acquisitions
Fax: 310-535-5416

or to such other address or addresses or facsimile number or numbers as any of the parties hereto may most recently have designated in writing to the other parties hereto by such notice. All such communications shall be deemed to have been given or made when so delivered by hand or sent by facsimile or one business day after being sent by an overnight carrier or three business days after being sent by first class mail.

15. Existing Agreements: NBCU and DTV are parties to other agreements which provide for the retransmission of NBC broadcast signals and the distribution of NBCU cable programming services. Unless modified or amended above, the terms and conditions of the Existing Agreements shall remain in force and effect.

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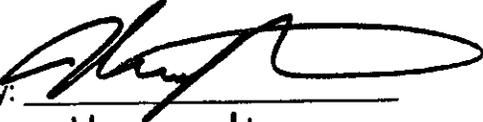
16. General: The Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may only be amended by a written instrument duly executed by the parties.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first set forth above.

NBC UNIVERSAL CABLE

DIRECTV, INC.

On behalf of broadcast station KNBC

By: 

By: 

Name: Henry Ahn

Name: DANIEL M. FAWCETT

Title: EVP, NBCU TV NETWORKS
Distribution

Title: EXECUTIVE VICE PRESIDENT

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AFFILIATION AGREEMENT



"THE MLB CHANNEL"

DIRECTV, INC.

and

MAJOR LEAGUE BASEBALL ENTERPRISES, INC.

AFFILIATION AGREEMENT

AGREEMENT, made as of REDACTED by and between MAJOR LEAGUE BASEBALL ENTERPRISES, INC., a Delaware corporation ("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 desires to obtain the rights to distribute "The MLB Channel" (the "Service," as defined in Section 1.3.1 below) via the DIRECTV Distribution System (as defined in Section 1.2.2 below) in the REDACTED (the "Territory").

NOW, THEREFORE, PROGRAMMER AND AFFILIATE, INTENDING TO BE LEGALLY BOUND, MUTUALLY AGREE AS FOLLOWS:

1. Term; Grant of Rights.

1.1 Term; Service Commencement Date. The term of this Agreement shall be for the period commencing on the date hereof and ending on REDACTED (the "Term").

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1.2 Distribution; Certain Definitions.

1.2.1 Distribution Rights. Subject to the terms and conditions contained herein, Programmer hereby grants to Affiliate the non-exclusive right to distribute (and Affiliate agrees to distribute) the Service in the Territory via the DIRECTV Distribution System to DIRECTV Subscribers (as defined in Section 1.2.2 below) during the Term hereof.

1.2.2

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REDACTED

1.2.3

REDACTED

1.3 The Service.

1.3.1 The "Service" shall mean and consist of the national feed of the programming service to be known as "The MLB Channel" and shall also mean and consist of

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REDACTED
The primary focus of the Service shall be programming related to Major League Baseball (including Major League Baseball games, history, teams, players, coaches and other personalities) and other baseball- or softball-related events and programming. The Service programming shall primarily consist of

REDACTED