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, all presented on a 24-hour per day, 7 days a week schedule. At least REDACTED prior to the Service Commencement Date, Programmer shall deliver a programming schedule for the Service that will be attached as Exhibit "B" hereto.

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The Service shall be delivered to Affiliate in its entirety, meaning that the programming (excluding commercials) on the Service, as received by any Service Subscriber at a given point in time, shall be the same as the programming that is received by all other subscribers to the Service (including any programming that uses the name, brand or logo of the Service or any variation thereof (e.g. "TBC Plus")) at such point in time.

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1.3.2 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.

1.3.3 Affiliate is authorized to distribute the Service using satellite

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master antenna television system (or similar terrestrial-based transmission infrastructures) ("SMATV") operators (including telephone companies and similar service providers) that serve multiple dwelling locations, master planned communities, multiple dwelling unit 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; provided that any person, entity or establishment that receives the Service through such SMATV system shall be considered a Service Subscriber for purposes of this Agreement.

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

1.4.1 Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer,

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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 and any insertions permitted pursuant to the provisions of Section 1.4.3 hereof;

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and
(C) news bulletins and other public announcements as may be required by emergencies or applicable law, and

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1.4.2 Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite commonly used for transmission of television programming in the Territory (or, at Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) (the "Delivery Source") to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers"). In connection with the foregoing, Programmer shall, at its sole cost and expense, provide Affiliate with REDACTED two receivers and decoders for the Service for each of the Broadcast Centers. 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. The format of the backup feed shall be the same format as the primary feed of the Service.

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The delivery of all feeds hereunder shall be pursuant to the technical specifications set forth at Exhibit "C" hereto.

1.4.3 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

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1.5 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 of the on-screen program guide.

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Programmer reserves and retains all rights in and to all signal distribution capacity contained within the bandwidth of the Signal, including without limitation, the VBI and audio subcarriers from its transmission point to the point of reception by Affiliate. Affiliate retains and reserves any and all rights in and to, and may use in its sole discretion, all Signal distribution capacity contained within the bandwidth of the Signal, including, without limitation, the VBI and audio subcarriers, from the point of reception by Affiliate to the DIRECTV Subscribers in the Territory,

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1.8 Change of Satellite. In the event Programmer either (i) changes the satellite to which the Service is transmitted to a satellite or other transmission medium not susceptible to viewing or utilization by Affiliate's then-existing earth station equipment without affecting the receipt of the signals of any other programming or other services then received (or committed to be received) by such Affiliate, (ii) changes the technology used by

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Programmer to encrypt the Service to a technology not compatible with Affiliate's then-existing descrambling equipment, or (iii) compresses, digitizes or otherwise modifies the signal of the Service in such a manner that it cannot be received or utilized by Affiliate

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1.9 On-Screen Logos. It is understood and agreed that Affiliate may superimpose a logo or "bug" in a corner of the screen identifying Affiliate over the programming of the Service:

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2. Reports and Payments.

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2.2 License Fees. As full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, on a monthly basis, for each Service Subscriber receiving the Service from Affiliate for such month, a "License Fee" determined pursuant to Programmer's rate card for the Service set forth at Exhibit "A" hereto.

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2.4 Most Favored Nation.

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2.5 Bulk Billing. Affiliate shall have the right to calculate License Fees with respect to the distribution of the Service to any location containing multiple sites such as rooms, units, seats, televisions, etc., at which the Service may be received at such multiple sites within the location, including, without limitation,

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and similar commercial locations (each, a “**Bulk-Rate Facility(ies)**”) REDACTED
, as follows: “**Bulk Bill Service Subscribers**” shall be included as Service Subscribers under Section 2.2 above, and such Bulk Bill Service Subscribers shall be calculated monthly by dividing Affiliate’s total monthly revenues received (net of applicable taxes, refunds and rebates) from each account at Bulk-Rate Facilities attributable to the level of service received at the Bulk-Rate Facility including the Service, by the non-bulk bill prices of such level of service;

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2.6 Airline Distribution. Affiliate shall be entitled to distribute the Service
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to commercial aircraft on substantially the same financial terms and conditions as Affiliate
distributes other basic cable network programming

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4. Marketing and Promotion.

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4.2 Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for

purposes of Affiliate's marketing of the Service. Programmer shall promptly provide Affiliate, upon the same terms as provided to any Other Distributor, with any and all promotional, marketing or other related or similar materials of (or related to) the Service which it produces or provides to such Other Distributor; and if Affiliate shall request additional materials, then Programmer shall promptly provide such materials to Affiliate and Affiliate shall reimburse Programmer for the actual, third-party costs thereof. Programmer shall promote Affiliate's carriage of the Service at least as favorably as it promotes the carriage of the Service by an Other Distributor (including, without limitation, the frequency, prominence and calling by specific name).

4.3 Intentionally Omitted.

4.4 Dealer Showroom Accounts. Affiliate shall be entitled to authorize agents authorized to sell Affiliate's programming services, including without limitation, consumer electronic equipment dealers, TVRO dealers, telephone companies, private cable companies, direct sales agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of satellite reception equipment and Affiliate's services, including the Service. Such agents shall not be deemed Service Subscribers, and therefore, no license fees shall be payable for distribution of the Service in such manner to such agents.

4.5 VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for

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5. Representations, Warranties and Covenants.

5.1 By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

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5.1.2 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 legal, valid and binding obligation of Affiliate enforceable in accordance with its terms;

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

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5.1.5

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5.1.6 has obtained, and shall maintain in full force during the Term hereof, such international, 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.

5.2 By Programmer. Programmer warrants, represents and covenants to Affiliate that:

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5.2.2 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;

5.2.3 the programming on the Service shall not materially change from that described in Section 1.3.1 and the genre of programming shall not materially change from that described in Section 1.3.1;

5.2.4 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;

5.2.5

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5.2.6 it shall not, without Affiliate's prior written approval, use the name or logo for "DIRECTV" or any other works owned or controlled by Affiliate (and its Affiliated Companies), except that use of the name, mark or logo for "DIRECTV" in compliance with Affiliate's guidelines in routine promotional materials identifying Affiliate as a distributor of the Service shall be deemed approved unless Affiliate specifically notifies Programmer to the contrary and, in the event of such notification by Affiliate, Programmer shall immediately cease the applicable use of the DIRECTV name, mark and/or logo;

5.2.7 during the Term hereof such programming shall consist of that programming described in Section 1.3.1;

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5.2.10 it is in compliance with all other applicable Laws relating to the distribution of the Service (including, without limitation, the closed captioning requirements as set out in FCC regulations under 47 C.F.R. §79.1), with which the failure to comply would result in a material adverse effect on Affiliate; and

5.2.11 it is in compliance with and will comply with the most favored nations provision set forth in Section 2.4.1 hereof.

6. Termination.

6.1 Termination for Breach, Bankruptcy; Discontinuance of Business. Without limiting any other rights or remedies available to the applicable party under this Agreement, in equity, at law or otherwise, 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"):

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from, Affiliate's or Programmer's breach of this Agreement.

6.2 Termination by Affiliate. Without limiting any other rights or remedies available to it under this Agreement, in equity, at law, or otherwise, Affiliate may terminate this Agreement upon thirty (30) days' prior written notice to Programmer:

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6.4 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 degradation in performance of the Delivery Source or the DTH Satellite(s) or transponders on such satellites (as applicable) or of the DIRECTV 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 REDACTED beyond the reasonable control of Programmer or Affiliate, 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; provided, however, that

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6.5 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 in Sections 2.1, 2.2, 2.3, 2.4.1 and Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates 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.

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

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As used in this Section 8, "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 (and, in the case of

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Programmer, the term "Affiliated Companies" shall include the MLB clubs and other MLB Entities).

8.2 By Affiliate. Affiliate shall indemnify, defend 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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In addition, Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 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 (i) assume the defense of any claim, demand or action against such indemnitee and/or (ii) 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.

8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

8.4.1 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.

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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, postage prepaid and 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:

Major League Baseball Enterprises, Inc.
 245 Park Avenue
 New York, NY 10167
 Attention: Senior Vice President and General Counsel
 Fax: (212) 949-5653
 cc: Senior Vice President, Broadcasting
 Fax: (212) 949-5794; and
 Senior Vice President and General Counsel, Office of the Commissioner
 Fax: (212) 949-5653

Notice to Affiliate shall be provided as follows:

DIRECTV, Inc.
 2230 East Imperial Highway
 El Segundo, California 90245
 Attention: Vice President, Programming
 Fax: (310) 535-5416
 cc: Executive Vice President and General Counsel
 Fax: (310) 964-4991

Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified mail (return receipt requested). 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. Subject to Section 8.4 above, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy