

which such party may have at law or in equity.

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12. Governing Law; Venue. 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, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. The parties hereby agree that the jurisdiction of, or the venue of, any action brought by either party shall be in a state or federal district court sitting in

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13. Entire Agreement and Section Headings. This Agreement, of which the Exhibits attached hereto form an integral part, 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. 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

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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.

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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 or other electronic delivery by each party of a signed signature page thereof to the other party. If such faxing occurs, the parties agree that they will each also promptly post, via express courier, a fully executed original counterpart of the Agreement to the other party.

[Signature Page Follows]

Execution Version

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:
Title:


MAJOR LEAGUE BASEBALL ENTERPRISES, INC.

By: Timothy J. Brosnan
Name: Timothy J. Brosnan
Title: President

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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: Dan Fawcett
Title: EVP

MAJOR LEAGUE BASEBALL ENTERPRISES, INC.

By: _____
Name:
Title:

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EXHIBIT A

PROGRAMMER'S RATE CARD

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EXHIBIT B

REPRESENTATIVE PROGRAMMING SCHEDULE

[To be delivered by Programmer at least REDACTED
prior to the Service Commencement Date]

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EXHIBIT C

DELIVERY SPECIFICATIONS

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Major League Baseball Enterprises, Inc.
245 Park Ave.
New York, NY 10167
Attention: Chris Tully, SVP, Broadcasting

Re: Affiliation Agreement – Channel Position

Dear Chris:

This will confirm that during the term as set forth in the parties' Affiliation Agreement dated REDACTED, DIRECTV shall exhibit the "MLB Channel"

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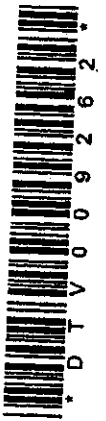
Very truly yours,

DIRECTV, INC.

A handwritten signature in black ink, appearing to read 'Todd Mathers', with a long horizontal line extending to the right.

Todd Mathers
Vice President,
Programming Acquisitions

AFFILIATION AGREEMENT



“OXYGEN”

DIRECTV, INC.

and

OXYGEN CABLE, LLC

AFFILIATION AGREEMENT

AGREEMENT, made as of REDACTED and effective as of REDACTED (the "Effective Date"), by and between Oxygen Cable, 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 desires to obtain the rights to distribute the linear programming service known as "Oxygen" (the "Service," as defined in Section 1.3.1 below) via the DTH Distribution System (as defined in Section 1.2.2 below) in the United States, its commonwealths, territories and possessions, including Puerto Rico (the "Territory").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term; Grant of Rights.

1.1 Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period commencing on REDACTED and ending on REDACTED (the "Term"). Each year of the Term commencing on REDACTED and ending on REDACTED shall be deemed a "Contract Year" hereunder.

1.2 Distribution; Certain Definitions.

1.2.1 Distribution Rights. 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 1.2.2 below) during the Term hereof. Throughout the Term, Affiliate shall have the right to use the names, titles or logos of the Service and the names of any of the programs appearing on the Service, to promote the Service and Affiliates distribution of the Service on the DTH Distribution System (as defined in Section 1.2.2 below).

1.2.2 Certain Definitions. The term "DTH Distribution System" shall mean

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1.3 The Service.

1.3.1 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 linear programming service commonly known as "Oxygen"

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presented on a 24-hour per day, 7 days a week schedule, as generally represented by the programming schedule attached as Exhibit "B" hereto.

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The Service shall be delivered to Affiliate in its entirety, meaning that the programming 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. "Oxygen Plus")) at such point in time (other than a result of East Coast and West Coast feeds of the Service).

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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 Programmer and Affiliate agree that "Infomercials," defined as program-length direct sales commercials or programming, including, but not limited to, "sponsor-owned promotional programming," shall not comprise more than REDACTED hours of programming of the Service in each week and REDACTED

. Anything herein to the contrary notwithstanding, Infomercials shall not be broadcast during Prime Time (defined as the hours between REDACTED in any time zone in the Territory). Through and including REDACTED Affiliate shall be entitled to insert into the Service, at its option, substitute commercial programming provided by Affiliate (or any third party designated by Affiliate) in lieu of such Infomercials.

1.3.4 Affiliate is authorized to distribute the Service using satellite 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.

1.3.5 Programmer shall not 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.

1.4 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, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, alterations, modifications, 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 1.3.3 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; and (D) a DIRECTV Subscriber's use

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of equipment, programming or other data supplied by Affiliate or any third party to make Alterations to the Signal as viewed on a monitor/television screen (e.g., picture-into-picture televisions).

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Programmer shall fully encrypt the satellite signal of the Service utilizing encryption technology commonly used in the satellite distribution industry.

1.4.2 Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (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 two receivers and decoders for the Service for each of the Broadcast Centers. Programmer shall be responsible for insuring and maintaining all equipment provided to Affiliate in connection with the Service (and Affiliate shall have no liability therefore), and Programmer shall indemnify Affiliate for any loss or damage caused by or arising from the installation, maintenance, removal or use of such equipment at the Broadcast Centers. Programmer shall have in place appropriate back-up transponder space 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 materially interrupted or discontinued. The format of the backup feed shall be the same format as the primary feed of the Service. Affiliate shall be responsible for all costs of signal delivery from Affiliate's headend to DIRECTV Subscribers.

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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) to change the satellite to which the Service is transmitted to a satellite or other transmission medium not susceptible to receipt 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 Affiliate, (ii) to change the technology used by Programmer to encrypt the Service to a technology not compatible with Affiliate's then-existing descrambling equipment, or (iii) to compress, digitize or otherwise modify the signal of the Service in such a manner that it cannot be received or utilized by Affiliate, then Affiliate shall have the right to discontinue carriage of the Service immediately; provided that this right of discontinuance and deletion shall not apply to Affiliate if any such change is made at Affiliate's sole discretion or if Programmer agrees to promptly reimburse Affiliate for (I) the cost to acquire and install equipment necessary for Affiliate to receive the signal of the Service from such new satellite or other transmission medium, and/or (II) the cost to acquire and install equipment necessary for Affiliate to descramble and/or utilize the signal of the Service. Programmer agrees to provide Affiliate with at least one hundred twenty (120) days' prior written notice of a satellite or technology change as set forth in subsections (i) through (iii) above unless such change is the result of a Force Majeure.

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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; provided however that (i) Affiliate's bug shall appear only intermittently during any portion of the Service, (ii) Affiliate shall not delete or otherwise impair the view of the Service's own promotion bug or its on-screen graphics, and (iii) Affiliate's imposition of the bug on the Service is generally consistent with the imposition of the bug on other comparable programming services.

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2. Reports and Payments.

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The information derived from and the process of such review shall be subject to the confidentiality provisions of Section 15, and any third party auditor shall be required to acknowledge in writing its agreement to such confidentiality provisions.

2.4.7

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