

REDACTED

2.5 Bulk Billing. Affiliate shall have the right to calculate the License Fee 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, hotels, motels, commercial office buildings, hospitals and other healthcare facilities, university dormitories, prisons, multiple dwelling facilities, commercial buses, ships, trains and oil rigs, private planes, bars and restaurants and similar commercial locations (each, a “**Bulk-Rate Facility(ies)**”), 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.

2.6

REDACTED

3.

REDACTED

4. Marketing and Promotion.

4.1 Packaging. Throughout the Term Affiliate shall distribute the Service

REDACTED

REDACTED

4.2 Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's reasonable 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 use reasonable efforts to provide such materials to Affiliate and Affiliate shall promptly 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

REDACTED

4.4 Dealer Showroom Accounts. During the Term, 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.

REDACTED

4.5 VIP Accounts. During the Term, Affiliate shall be entitled to authorize "VIP" subscriber accounts for (i) Affiliate's employees, key customers, vendors, and other similar parties, and (ii) public officials, administrative personnel, public buildings or schools that, in each case, are not charged for the level of service on which the Service is included.

REDACTED

4.6 Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Service free of charge (i) to DIRECTV Subscribers or potential Service Subscribers for one month or more, or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow DIRECTV Subscribers or potential Service Subscribers to receive the Service without charge for REDACTED ; and (ii) for REDACTED separate free promotions per year REDACTED , which may be in addition to the free time described in clause (i) above (all such promotions, "**Free Promotions**"). Affiliate shall not be obligated to pay any License Fees for DIRECTV Subscribers or potential Service Subscribers who are receiving such Free Promotions, during such Free Promotion. In addition, during the Term Affiliate shall not be obligated to pay any License Fees for new Service Subscribers during such Service Subscriber's initial REDACTED service period, whether or not the Service Subscriber is paying Affiliate for such initial service period.

4.7

REDACTED

REDACTED

4.8 Website Links. Each of Affiliate and Programmer shall use commercially reasonable efforts to provide a "hot link" to each other's web site.

5. Representations, Warranties and Covenants.

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

5.1.1

REDACTED

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;

5.1.4

REDACTED

for distribution by Affiliate at the time the same is made available;

5.1.5 shall not, without Programmer's prior written approval, use 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 5.1.5 shall apply only to the extent they are applied by Programmer uniformly with respect to all Other Distributors, and shall not apply if Affiliate has received a valid authorization from a third party with the authority to grant such authorization for any of the uses described in this Section 5.1.5; and

5.1.6 has obtained, and shall maintain in full force during the Term, 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:

5.2.1

REDACTED

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

REDACTED

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 it has secured and shall maintain in full force during the Term hereof all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Service, including, without limitation, obtaining all necessary trademarks,

copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including, without limitation, the right to use the names, titles or logos of the Service or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof) and to perform its obligations hereunder and grant the rights granted to Affiliate pursuant to Section 1;

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), provided that during the Term Programmer may use the name and logo for "DIRECTV" to market and promote the Service as distributed over the DTH Distribution System to prospective Service Subscribers in the Territory; provided, that any such use is subject to Affiliate's prior written approval with respect to each and every use, which approval shall not be unreasonably withheld, conditioned or delayed;

5.2.7

REDACTED

5.2.8

REDACTED

REDACTED

5.2.9

REDACTED

5.2.10

REDACTED

5.2.11

REDACTED

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"):

6.1.1

REDACTED

6.1.2 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

6.1.3

REDACTED

REDACTED

6.2

REDACTED

6.3

REDACTED

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 beyond the reasonable control of Affiliate and 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 DTH 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, 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 if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the DTH Distribution System or DTH Satellite and so notifies Programmer, then either party may

terminate this Agreement effective upon written notice to the other party. The parties acknowledge and agree that although the Services may at any given time be uplinked to only one of several DTH Satellites, failure or degradation in any of such DTH Satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DTH Satellites, with such reduction including, without limitation, curtailment or termination of the distribution of the Service by Affiliate, at Affiliate's sole discretion. Accordingly, Programmer further acknowledges and agrees that the provisions set forth in the first sentence of this Section 6.4 shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or degradation of any of the DTH Satellites or the transponders on any such satellites, regardless of whether the satellite to which the Service is uplinked at the time of such failure or degradation is itself the subject of such failure or degradation. If, however, the Force Majeure causes a cancellation of, or significant interruption or other significant disruption to, the Service for a period exceeding REDACTED hours, credit shall be promptly given to Affiliate against the License Fee payable in respect of that portion of any given month in which the Service was so canceled, significantly interrupted or otherwise significantly disrupted due to the Force Majeure. The amount of the credit shall be the sum which is equal to the product of (x) the License Fees which would have been due to Programmer for such month absent the Force Majeure multiplied by (y) a fraction, the numerator of which is the total number of hours of programming affected by a Force Majeure during such month and the denominator of which is the total number of hours of programming which would have been provided absent such Force Majeure.

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 below in 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

REDACTED

In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any international, federal, state, or local taxes or fees which are based upon revenues derived by, or the operations of, Programmer. 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.

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

REDACTED

In addition, Affiliate shall pay and hold the Programmer Indemnitees harmless from any international, 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.

8.4.2 IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, REGARDING OR RELATED TO AFFILIATE'S DTH BUSINESS BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE.

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, 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:

Oxygen Cable, LLC
 75 Ninth Avenue
 New York, New York 10011
 Attention: President
 Fax: (212) 651-2030
 cc: General Counsel
 Fax: (212) 651-2030

Notice to Affiliate shall be provided as follows:

DIRECTV, Inc.
 2230 East Imperial Highway
 El Segundo, California 90245
 Attention: Vice President, Programming
 (310) 535-5416
 cc: Executive Vice President and General Counsel
 (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 which such party may have at law or in equity.

11.

REDACTED

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, 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 the Los Angeles, California and both parties hereby agree to waive any right to contest such jurisdiction and venue.

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, including, without limitation, the Affiliation Agreement between Affiliate and Programmer dated as of REDACTED . 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.

REDACTED

16.

REDACTED

17.

REDACTED

REDACTED

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.

REDACTED

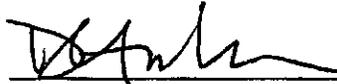
20. Publicity. Programmer shall not initiate or permit any crawl or other communication on the Service (i) that in any way disparages (or is otherwise intended to negatively portray) Affiliate, its Affiliated Companies, nor any of their officers, directors, employees, agents or representatives, the DIRECTV branded service and distribution system, nor the direct-to-home satellite industry, or (ii) that advises Service Subscribers of an impending expiration or discontinuation of distribution of the Service. This Section 20 shall survive the expiration or termination of this Agreement (regardless of the reason for such expiration or termination) for a period of REDACTED

21. 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.

[Remainder of Page Intentionally Left Blank]

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.

NRB
DIRECTV, INC.

By: 
Dan Hartman
Vice President, Programming Acquisitions

OXYGEN CABLE, LLC

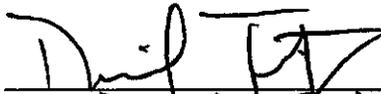
By: 
Name: Daniel Taft
Title: Chief Admin. Officer

EXHIBIT A

PROGRAMMER'S RATE CARD

Period

Monthly Rate Per
Pay-On Subscriber

REDACTED

REDACTED

REDACTED

EXHIBIT B
REPRESENTATIVE PROGRAMMING SCHEDULE

(See Attached)



Effective: September 4th

As of 8/3/06 ORIGINAL

Inhale					The Oxygen Movie	The Oxygen Movie
<i>Xena</i>						
<i>Ellen</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Ellen</i>						
<i>Mad About You</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Mad About You</i>						
<i>A Different World</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>A Different World</i>						
<i>Living Single</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Living Single</i>						
<i>Grace Under Fire</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Grace Under Fire</i>						
<i>Roseanne</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Roseanne</i>						
<i>Roseanne</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Roseanne</i>						
Snapped	<i>Shannen Doherty</i>	The Oxygen Movie	Mad About You	<i>Shannen Doherty</i>	The Oxygen Movie	<i>The Oxygen Movie</i>
Snapped	<i>Shannen Doherty</i>		Mad About You	<i>Girls Behaving Badly</i>		
Snapped	Janice Dickinson		Mad About You	<i>Shannen Doherty</i>		
Snapped	Janice Dickinson		Mad About You	<i>Girls Behaving Badly</i>		
<i>Roseanne</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Roseanne</i>						
<i>Living Single</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Living Single</i>						
The Oxygen Movie	The Oxygen Movie	The Oxygen Movie	The Oxygen Movie	<i>The Oxygen Movie</i>	The Oxygen Movie	<i>The Oxygen Movie</i>
The Oxygen Movie	The Oxygen Movie	The Oxygen Movie	The Oxygen Movie	<i>The Oxygen Movie</i>		
<i>Janice Dickinson</i>	Shannen Doherty	The Oxygen Movie	Shannen Doherty	<i>TVra</i>	The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Janice Dickinson</i>	Shannen Doherty		Shannen Doherty			
<i>Tyra</i>	<i>Janice Dickinson</i>	<i>Janice Dickinson</i>	<i>Shannen Doherty</i>	<i>TVra</i>	The Oxygen Movie	<i>The Oxygen Movie</i>
	<i>Shannen Doherty</i>	<i>Janice Dickinson</i>	<i>Shannen Doherty</i>			
<i>Tyra</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>Tyra</i>						
<i>The Ellen Degeneres Show</i>					The Oxygen Movie	<i>The Oxygen Movie</i>
<i>The Ellen Degeneres Show</i>						
Snapped	Girls Behaving Badly	Drastic Plastic	Campus Ladies	<i>Snapped</i>	The Oxygen Movie	<i>The Oxygen Movie</i>
Snapped	Girls Behaving Badly	Drastic Plastic	Campus Ladies	<i>Snapped</i>		

Based on Broadcast Day

EXHIBIT C
DELIVERY SPECIFICATIONS

REDACTED

REDACTED

REDACTED

Oxygen Cable, LLC
75 Ninth Avenue
New York, NY 10011
Attn: Dan Taitz

Re: Non-Subscription Video On Demand Agreement

Dear Dan:

This letter agreement ("**Agreement**") serves as the agreement between Oxygen Cable, LLC ("**Programmer**") and DIRECTV, Inc ("**DIRECTV**" or "**Affiliate**") regarding Programmer's license to Affiliate, on a non-exclusive basis, of certain Service programming (collectively, the "**Programs**") for distribution to DIRECTV Subscribers via the DTH Distribution System as part of Affiliate's Video-On-Demand ("**VOD**") service (the "**VOD Service**"). Programmer and Affiliate agree as follows:

Affiliate shall have the right to distribute the Programs to DIRECTV Subscribers

REDACTED

Defined terms used herein shall have the same meaning as set forth in the Oxygen Affiliation Agreement between the parties dated as of the date hereof (the "**Affiliation Agreement**").

REDACTED



Mr. Dan Taitz
Oxygen VOD
Page 2

REDACTED

1. Rights: The Programs initially licensed to Affiliate, and related scheduling and delivery terms, are set forth on Attachment A to this letter. Programmer reserves the right to amend and/or supplement Attachment A (i) as mutually agreed by the parties,

REDACTED

2.

REDACTED

3.

REDACTED

Mr. Dan Taitz
Oxygen VOD
Page 3

REDACTED

4.

REDACTED

5.

REDACTED

6.

REDACTED

33428v4

Mr. Dan Taitz
Oxygen VOD
Page 4

REDACTED

7. Program Guide. During the Term, Programmer agrees that at any time upon Affiliate's request Programmer, at its sole cost and expense, shall provide an updated programming list for the Programs 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. The programming schedule shall be provided to TMS (or other service) whenever it changes and reasonably in advance of the related content delivery to Affiliate.

In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Affiliation Agreement, with respect to subject matter hereof, the terms of this Agreement shall control. Please acknowledge that the foregoing accurately represents Affiliate's understanding of the agreement between the parties by signing in the space indicated below.

Very truly yours,

DIRECTV, INC.

ACKNOWLEDGED AND AGREED:
OXYGEN CABLE, LLC

By: [Signature]
Name: Daniel Hartman
Title: VP Programming

By: [Signature]
Name: Daniel Taitz
Title: Chief Admin Officer