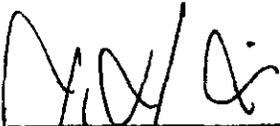


8. **SERVICE LANGUAGE:** Spanish.

9. **ENTIRE AGREEMENT:** This contract supersedes any and all pre-existing agreements between Affiliate and the Service Provider relating to the subject matter of this Agreement; provided, however, that neither party shall be deemed to have waived any rights or remedies to which it might be entitled under any such pre-existing agreement to the extent such arose before the effective date of this Agreement.

The parties hereto have signed this Agreement as of the date first above written.

LIBERTY CABLEVISION OF PUERTO RICO

By: 
Name: JOSE F. ALEGAN
Title: PRESIDENT

NGC NETWORK LATIN AMERICA, LLC

By: _____
Name:
Title:

EXHIBIT "B"

TO THE MAIN AGREEMENT

**NGC NETWORK LATIN AMERICA, LLC
STANDARD TERMS AND CONDITIONS**

1. **STANDARD TERMS:** These Standard Terms and Conditions ("**Standard Terms**") are an integral part of, and are deemed incorporated into the main Affiliation Agreement (the "**Main Agreement**") to which these Standard Terms are attached. Unless expressly provided to the *contrary herein*, to the extent that any provision of these Standard Terms conflicts with any provision of the Main Agreement, the Main Agreement shall control.

2. **DELIVERY:**

(a) **Service:** The Service shall be delivered to the Systems via a satellite the Service Provider designates, and may be encrypted and/or compressed by or on behalf of the Service Provider using encryption and/or compression technologies. Upon notice to Affiliate, the Service Provider may at any time change the means of delivering, encrypting and/or compressing the Service signal. Throughout the Term, Affiliate shall ensure that each System shall be able to receive, decode and decompress the Service and distribute it, decrypted and decompressed, over such System at no cost to the Service Provider.

(b) **System:** Throughout the Term, Affiliate shall ensure that each System assigns a single transmission channel on which the Service shall be distributed in its entirety, in the order and at the time transmitted by the Service Provider (including any substitute programming included pursuant hereto), without alteration, editing, delay, interruption, deletion or addition of any nature whatsoever. Each System shall carry the Service on a channel position as set forth in the Main Agreement on a continuous basis without any editing, delay, addition, alteration, or deletion. Affiliate shall ensure that (i) the Service is carried "live"; (ii) no programming other than the Service is carried on the channel on which a System carries the Service; (iii)

; (iv) the Service is used solely for private, informational, entertainment viewing and non-retransmission exhibition to Subscribers ("Residential Viewing"); (v)

; and (vi)

Affiliate shall not exhibit or transmit the Service into any place where any admission is charged or where viewing of the Service is subject to payment of any toll, license fee, subscription fee or any other consideration or charge. The license granted herein is limited to Affiliate's Systems within the geographic boundaries of the Territory.

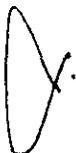
(c) Tier Placement: Unless the Service Provider consents in writing to Affiliate otherwise, Affiliate shall not market or distribute the Service on

(d) Affiliate Announcements and Affiliate Announcement Revenue:

(i) Service Provider shall designate for Affiliate per hour of advertising time ("Affiliate Announcement Time") during which Affiliate may insert, or permit to be inserted, into the Service for delivery by Systems during the Term, those commercial announcements which Affiliate has sold or allowed to be sold on Affiliate's behalf ("Affiliate Announcements") and which Affiliate Announcements Service Provider may approve, in its discretion.

(ii) Affiliate shall in no event: (A) insert more than per hour of Affiliate Announcements; (B) insert Affiliate Announcements in any time slot other than the Affiliate Announcement Time; (C) exhibit any Affiliate Announcement that the Service Provider has not approved in advance; (D) cover, blackout, or otherwise delete any programming contained in the Service, including without limitation, any commercials, promotions or any other content, without the Service Provider's prior written consent; (E)

; (F) insert or permit to be inserted any Affiliate Announcement on the Service which is inappropriate for viewing by children, or illegal or otherwise violates any relevant law, edict, regulation or other rule governing advertising on a television service (collectively, "Prohibited Insertions"). Affiliate shall indemnify and hold harmless Service Provider, its related affiliated and parent companies, and its respective shareholders, officers, directors, agents, employees, and representatives from and against any and all liability which may result from exhibition of Prohibited Insertions.



(iii) Affiliate shall be responsible for and shall pay all costs relating to use of the Affiliate Announcement Time. Affiliate shall ensure that each Affiliate Announcement complies with all applicable laws, rules, regulations and/or codes, and that no Affiliate Announcement contains any false, unsubstantiated, misleading or deceptive claims or assertions.

(iv)

(d) Substitute Programming:

Without limiting the terms of the immediately preceding sentence, it is of the essence of this Agreement that Affiliate shall not transmit any program, program portion, advertisement, notice or other material ("Prohibited Program") that the Service Provider, in its discretion, advises Affiliate to black out in the Territory (as defined in the Main Agreement) or any part thereof. Upon the Service Provider's notifying Affiliate of a Prohibited Program, such notification shall operate to revoke Affiliate's license to transmit the Prohibited Program. The Service Provider further reserves the right to modify and/or revise in any manner without liability hereunder, the programming licensed in this Agreement, including, but not limited to, modifications to the content, scope, format and length of the Service or portions thereof. If the Service Provider, in its discretion, provides material in substitution for a Prohibited Program, Affiliate shall cause each System to exhibit at no cost to the Service Provider such substitute material in its entirety, at the times specified by the Service Provider for such substitution, on the same channel as all other Service programming is transmitted and solely as a substitute for the blacked out material. Affiliate shall indemnify and hold the Service Provider (including the related affiliated and parent companies, and their respective shareholders, officers, directors, agents, employees, and representatives of the Service Provider) harmless from and against any liability arising from the exhibition or distribution of any Prohibited Program.

(e) Cancellation of Service: The Service Provider reserves the right to cease delivery of the Service immediately and to terminate this Agreement in whole or in part (except for payment of any license fees, other sums or other consideration past due hereunder and obligations of indemnification expressly stated in this Agreement), without liability, upon reasonable notice to Affiliate, if:

(f) Signal:

(g) Security: Except as otherwise specifically provided herein, Affiliate shall not copy, record, retransmit (by cable or otherwise) or otherwise reproduce any of the Service, in part or in whole, without the Service Provider's prior written authorization.

(h) Closed Captioning: Upon _____ days' prior notice to Affiliate, the Service Provider may use, and the System(s) shall retransmit, for closed-captioning of the Service, all or part of the vertical blanking interval or audio subcarriers contained within the bandwidth of the Service between System headends and Subscribers.

(i)

(j) Affiliate Transmission: The license granted under this Agreement is a limited license and does not include or convey any right to:

(i)

(ii)

(iii)

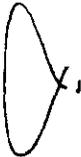
(iv)

3. **PAYMENTS AND REPORTS:**

(a) **"Monthly Reports"**: No later than the _____ day of each calendar month, Affiliate shall deliver to the Service Provider (or its designee) a report that includes all elements of the calculation of the Monthly Payment, including



(b) **"Monthly Payments"**: Affiliate hereby accepts and agrees that Monthly Payments (as defined in and calculated pursuant to the terms of the Main Agreement) shall be made to Service Provider or its designee in United States Dollars or in the currency designated by Service Provider no later than the _____ day of each month at the domicile to be established from time to time, by the Service Provider.



Affiliate's failure, for any reason, to exhibit or use the Service in compliance with this Agreement shall not reduce any Monthly Payment, or other consideration due to the Service Provider unless this Agreement expressly provides for such reduction. The Service Provider's failure to send Affiliate, or Affiliate's failure to receive, an invoice for a particular Monthly Payment shall not relieve Affiliate of its obligation to make a Monthly Payment as and when this Agreement requires.

4. **PROMOTION:**

(a)

(b) Limitation: Affiliate shall not: (i) delete or alter any credit, copyright, trademark, service mark, logo, trade name or other notice included in any materials delivered pursuant to this Agreement; or (ii) exhibit, display, distribute or otherwise use any trademark, service mark, logo, trade name or other material, item, promotion or advertising relating or referring to the Service (including the word "National Geographic") or any Service programming in a form or manner that (A) has not been approved in writing by the Service Provider or (B) violates any restriction the Service Provider or a third person imposes and discloses to Affiliate.

(c)

5. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:

(a) Service Provider and Affiliate: Each of Service Provider and Affiliate hereby represents, warrants and covenants that: (i) it is a corporation duly organized, validly existing and legally permitted to conduct business, in the case of NGC Network Latin America, LLC, under the laws of the State of Delaware, U.S.A.; and in the case of Affiliate, under the laws of the country in which the Territory is situated; (ii) each has the power and authority to enter into this Agreement and to perform fully the obligations set forth in this Agreement; (iii) each is under no contractual, corporate, regulatory or other obligation that shall in any way interfere with its full, prompt and complete performance of its obligations under this Agreement; and (iv) the individual signing and delivering this Agreement on behalf of each party has the legal right, power and authority to bind each party, respectively. In addition, Affiliate hereby represents, warrants and covenants to the Service Provider that (A) Affiliate and each System has, and will obtain, maintain and renew (including by continually paying all amounts and

carrying adequate locally generated programming required for) all appropriate or required authorizations, concessions, licenses, consents and permissions for owning, managing and operating its business and for the carriage of the Service as contemplated herein (including with commercial announcements); (B)

; (C) as of the start date of the Term, the current number of Subscribers to Systems described on Exhibit "A" is complete, actual and accurate; (D)

; and (E)

(b) Service Provider Indemnities: The Service Provider shall indemnify and hold harmless Affiliate and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against any and all liabilities, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees and disbursements and court costs, but excluding any lost profits or consequential damages (if any), caused by or arising out the Service Provider's breach of or misrepresentation (if any) in this Agreement.

(c) Affiliate Indemnities: Affiliate shall indemnify and hold harmless the Service Provider and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against any and all liabilities, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, disbursements and court costs, but excluding any lost profits or consequential damages, if any) caused by or arising out of (i) Affiliate's breach of or misrepresentation in this Agreement; (ii) the exhibition by Affiliate or any System of the Service, including the insertion of commercial announcements by Affiliate or any System; (iii) Affiliate's or any System's advertising or marketing of the Service; or (iv) any other material supplied or permitted by Affiliate or any System, including any material added, deleted or modified by any Person other than the Service Provider after delivery of the Service to the System(s); provided, however, that the foregoing indemnities shall not apply to the content of the Service as provided by the Service Provider.

(d) Indemnification Generally: The indemnitor may, and, if the indemnitee requests in writing, shall, assume the defense of any claim, demand or action (collectively, "Claims") covered by an indemnification hereunder and, upon the indemnitee's written request, shall allow the indemnitee to cooperate in the defense at the indemnitee's sole cost and expense. The indemnitee shall promptly notify the indemnitor of any Claims covered by an indemnification hereunder, but failure to notify promptly shall not relieve the indemnitor, except to the extent such failure prejudices the indemnitor. Indemnitee's settlement of any Claim(s) without the indemnitor's prior consent (which the indemnitor shall

not unreasonably withhold), shall release the indemnitor from the indemnity with respect to the settled Claims.

6. **AUDIT:** Affiliate shall keep and maintain at its principal place of business, complete and accurate books and records of the number of Subscribers in each System and all matters relating to the Service ("Affiliate's Records"). Affiliate hereby grants the Service Provider (or its representative) the right, during the Term and for _____ thereafter, to audit and make copies of all of Affiliate's Records for the purpose of verifying the information Affiliate provides to the Service Provider under the terms of this Agreement and Affiliate's compliance with this Agreement, on not less than _____ days notice



7. **OWNERSHIP:** All right and title in and to the Service and the programming contained therein, or any portion thereof, including, but not limited to, the programs, formats, and other literary, musical, artistic or creative material included therein (other than material in the public domain), as between the Service Provider and Affiliate, shall remain vested in the Service Provider.

8. **COPYRIGHTS, TRADEMARKS, TRADENAMES AND LOGOS:** As between Affiliate and the Service Provider, and as between each System and the Service Provider, the Service Provider alone has the right to use the trademark, service mark, logo and trade name "National Geographic," or any service mark, trade name or logo related to "National Geographic," or any other logos or identifying marks of any program contained in the Service (collectively, "the Logos"), and all uses of the Logos shall inure to the exclusive benefit of the Service Provider. Affiliate shall reproduce and broadcast all copyright notices appearing in any program exhibited on the Service exactly in the form in which it appears on the Service. Affiliate acquires no proprietary right in and/or to the Logos under this

Agreement. The Logos, the Service and the programs comprising the Service, are the exclusive property of the Service Provider, and that Affiliate has not and will not acquire any proprietary rights therein by reason of this Agreement. Any rights this Agreement expressly grants to Affiliate with respect to the Logos are limited solely to use in connection with the Service in accordance with the terms of this Agreement. The Service Provider may withdraw consent for Affiliate's use of the Logos immediately if Affiliate breaches any term or condition of this Agreement or if the Service Provider, in its sole discretion, deems such termination necessary or advisable. Affiliate shall not use the Logos in any manner which will or may adversely affect the Service Provider's ownership of the Logos.

9. MUSIC: The Service Provider makes no express or implied representation or warranty regarding music performance rights. As between the Service Provider and Affiliate, and as between the Service Provider and each System, Affiliate shall be solely responsible for obtaining and shall obtain all licenses and permissions necessary for the performance and use of any music included in the Service. Affiliate shall indemnify and hold harmless the Service Provider, the Service Provider's related companies and the Service Provider's respective shareholders, officers, directors, agents, employees and representatives from and against all losses, damages, costs, attorneys' fees, and expenses relating to the payment by the Service Provider or any such other person of music performance rights license fees as to the Service transmitted by a System.

10. TERMINATION:

(a) Generally: In addition to its other rights and remedies at law or in equity, hereunder or otherwise, the Service Provider may, by notifying Affiliate, terminate this Agreement

and thereby terminate the Term as to the Service immediately if: (i) Affiliate breaches any of its obligations, representations or warranties hereunder and fails to cure such breach to the Service Provider's satisfaction within _____ days after receiving notice thereof;

; (ii) Affiliate files a petition in bankruptcy, is insolvent, seeks relief under any law related to its financial condition or its ability to meet its payment obligations, winds up, or ceases (or threatens to cease) carrying on its business as currently conducted; (iii) a supervisor, receiver, administrator or like Person is appointed, voluntarily or involuntarily, in respect of all or any part of Affiliate's assets; (iv) Affiliate passes a resolution or takes any other formal action advancing any of the matters in subparagraphs (ii) and/or (iii) immediately above; (v) any involuntary petition in bankruptcy is filed against Affiliate, or any relief under any such law is sought by any creditor(s) of Affiliate, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought;

(vi)

; (vii)

; (viii)

; (ix) any

System fails to carry the Service as herein provided; (x)

; or (xi) the Service Provider elects to cease supplying its Service. In the event of (xi) immediately above, the Service Provider shall give Affiliate _____ days' prior notice of such termination



(b)

11. MISCELLANEOUS PROVISIONS:

(a) Affiliate Obligations: Unless this Agreement expressly states otherwise, any obligation of Affiliate shall include the obligation to ensure that each System complies with the same obligation. A prohibition hereunder against a specified act of Affiliate includes Affiliate's obligation not to authorize, permit, enable or encourage any other individual or corporate entity (including any System) to perform such prohibited act.

(b) Taxes:

(c)

A handwritten mark or signature, possibly a stylized letter 'Q' or a similar symbol, located on the left side of the page.

(d)

(e) Third Persons: A prohibition hereunder against a specified act of Affiliate includes Affiliate's obligation not to authorize, permit, enable or encourage any other Person (including any System) to perform such prohibited act.

(f) Force Majeure: Service Provider shall not be liable to Affiliate or any System for failure to supply any programming or any part thereof, nor shall Affiliate or any System be liable to the Service Provider, nor shall any party be in breach of this Agreement, for failure to carry any such programming or any part thereof, by reason of any act of God, labor dispute, non-delivery by program suppliers or others, failure or breakdown of satellite or other equipment or facilities or common carrier, legal enactment, governmental order or regulation or any other similar or dissimilar cause (excluding financial inability and failure to carry adequate local programming) beyond their respective control ("force majeure event").

(g) Assignment: This Agreement shall inure to the benefit of and be binding on the respective assigns, transferees and successors of the parties hereto; provided, however, that this Agreement may not be assigned by Affiliate (including by law) without the prior written consent of the Service Provider. Any purported assignment of this Agreement or any portion of this Agreement, by Affiliate without the Service Provider's consent shall be voidable at the sole election of the Service Provider, and Service Provider shall not be obligated to provide its Service to Affiliate's assignee. The Service Provider may assign this agreement, including its rights and obligations hereunder, without the approval of Affiliate. Service Provider shall give Affiliate reasonable notice of any such assignment.

(h) Notices: Any notice, consent, authorization, approval or other communication required to be given hereunder must be in writing and sent via certified mail (return receipt requested), courier or telecopier (with a confirmation copy sent via certified mail or courier) addressed to each party at its address indicated in this Paragraph below (or at such other address as may hereafter be given by notice by such party). Notice shall be effective five (5) days after being sent by certified mail and upon delivery when sent by courier or telecopier. Time is of the essence under this Agreement. If the last day permitted for the giving of any notice or performance of any act required or permitted under this Agreement falls on a day which is a Saturday, Sunday or day on which banking institutions in Los Angeles, California, U.S.A. are required or permitted to close, the time for the giving of such notice or performance of such act will be extended to the next succeeding day that is not a Saturday, Sunday or day on which such banks are required or permitted to close.

Notices to each party to this Agreement shall be addressed as follows:

If to Affiliate: Liberty Cablevision of Puerto Rico
Luquillo Industrial Park
Road 992 K. 0.2
PO BOX 719
Luquillo, Puerto Rico 00773
Attn: Jose F. Alegria
jalegria@libertypr.com
Attn: Gabriel Palerm
gpalerm@libertypr.com
Tel: 787-657-3050
Fax: 787-889-1220

If to NGCLA: 1440 South Sepulveda Boulevard
3rd Floor
Los Angeles, CA 90025
Attn: General Manager
Fax: (310) 969-0845
Attn: General Counsel
Fax: (310) 969-0849

(i) Relationship of the Parties: The authority this Agreement grants to Affiliate to collect amounts from Systems for provision of the Service and to retain a portion of such collected amounts shall not give Affiliate any interest in such amounts, it being agreed that Affiliate's right to retain such portion is a contract right and not any right in or to specific monies. Nothing contained in this Agreement shall create, or be construed to create, any partnership, association, joint venture, fiduciary or agency relationship between the Service Provider and Affiliate, and no party to this Agreement is authorized to or shall act toward any third party or the public in any manner that would indicate any such relationship.

(j) Remedies: Each and all of the rights and remedies of each party hereto under, contained in or by reason of this Agreement shall be cumulative. The exercise of one or more of such rights or remedies shall not preclude the exercise of any other right or remedy at law, in equity, hereunder or otherwise. Notwithstanding any contrary provision of this Agreement, Service Provider shall not under any circumstance be liable for incidental, consequential, indirect or special loss or damages, including loss of profits or revenues, damages to or loss of personal property or of good will, reputation or claims of any Subscriber or guest, visitor, employee or other person on the premises of any Subscriber or any loss, damage or costs incurred by the Affiliate in connection with or arising from any interruption or other failure to the transmission, reception or distribution of the Service or resulting from breach of contract, negligence or any other tort on the part of Service Provider, its officers, employees or agents. Unless this Agreement expressly provides otherwise, neither the Service Provider nor Affiliate (including any System) shall have any right against the other with respect to claims by any Person. Affiliate shall have no right to make a claim against or sue the Service Provider derivatively on behalf of any Subscriber.

(k) Severability: If any provision of this Agreement is, for any reason, held to be invalid, illegal or otherwise unenforceable in any respect, such shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such provision had never been contained herein. The parties hereto shall endeavor in good faith negotiations to replace such a provision with a valid provision the economic effect of which comes as close as possible to that of the invalid, illegal or otherwise unenforceable provision.

(l) Inconsistencies: In the event of any inconsistency between the Main Agreement and this Exhibit "B," the Main Agreement shall control.

(m) Entire Agreement: This Agreement constitutes the entire agreement of Affiliate and the Service Provider concerning the subject matter of this Agreement and replaces and supersedes all previous written, and/or previous or contemporaneous understandings, oral promises, representations, and agreements.

(n) Waiver/Modification: No waiver by either party of any breach hereof shall be deemed to be a waiver of any preceding or subsequent breach, and only the Service Provider as to which a breach has occurred shall have the right, power and/or authority to waive such a breach. Any waiver must be in writing, and no action or course of conduct shall be deemed a waiver, interpretation or modification of this Agreement. This Agreement may not be modified, nor may any provision hereof be waived, except by a writing signed by the party whom the modification adversely affects.

(o) Confidentiality: Each of the parties hereto will regard and preserve as confidential all information related to (i) this Agreement, and (ii) the business of

the other party as such information may be obtained by either party from any source as a result of this Agreement (collectively, "Confidential Information"). Other than as any applicable law, governmental order or regulation or by order or decree of any court of competent jurisdiction may require (such an event being referred to as "Compelled Disclosure"), neither Affiliate nor the Service Provider shall, and Affiliate shall not permit any System to, divulge or announce publicly, or in any manner disclose to any third party (other than their respective employees, auditors, representatives or agents in their capacity as such and subject to a confidentiality obligation upon the recipient), any Confidential Information, including any of the amounts payable pursuant to this Agreement, and both Affiliate and the Service Provider warrant and covenant to one another that none of their officers or directors will make such disclosures. Notwithstanding the foregoing, no party hereto shall have an obligation of confidentiality with respect to information which: (i) is already known to such party at the time; (ii) is obtained from a third party without breach of this Agreement; (iii) is in the public domain; (iv) is independently developed by such party; or in the event of a Compelled Disclosure (provided that the disclosing party shall notify the other party or parties of any such requirement prior to disclosure in order to prevent or limit disclosure).

 (p) Choice of Law/Jurisdiction: This Agreement and all matters collateral hereto shall be governed by the laws of the State of California, U.S.A. applicable to contracts made and fully performed therein, without giving effect to principles of conflict of laws, unless such an action or proceeding is required to be brought in another court to obtain such subject matter jurisdiction over the matter in controversy. Any legal proceeding relating to this Agreement shall be instituted and prosecuted solely in, and each such party hereby irrevocably submits to the exclusive jurisdiction of, a State or Federal court in the County of Los Angeles, State of California, U.S.A.; provided, however, that if the party against whom an action or proceeding is being brought does not have assets located in California, the parties agree that any such action or proceeding may also be brought against such party wherever any assets of such party are located. Affiliate hereby irrevocably designates, constitutes and appoints the Secretary of State of California as its agent in the State of California, upon whom all summons, notices, pleadings, and processes in any action or proceedings against Affiliate may be served, with copies thereof to Affiliate at the address in the preamble hereof. Each of the parties hereby waives any objection that it may have now or hereafter to the laying of the venue of any such action or proceeding in the manner provided in this subparagraph.

(q) Survival: All representations, warranties and indemnifications contained in this Agreement shall survive the signing, delivery and performance of this Agreement, any investigations made by or on behalf of the Service Provider or Affiliate and the expiration of this Agreement.

(r) Headings: Paragraph headings contained in this Agreement are inserted for convenience only and shall not in any way affect the interpretation of this Agreement.

(s) Definitions:

(i) "Person" shall mean any individual, partnership, corporate entity, partnership, joint venture, organization or other entity, firm or governmental agency.

(ii) "Subscriber" shall mean individual households, apartments, single-dwelling units, and/or other private residential units which pay a fee to Affiliate, or are permitted without payment of a fee by Affiliate, to receive through each System Affiliate's transmission of the Broadcast Tier. The number of Subscribers used in calculating the Monthly Payment shall be the highest number of Subscribers of a System in the applicable calendar month. If a System services multi-unit complexes on a bulk-rate basis, the number of Subscribers attributable to each such bulk-rate Subscriber shall be equal to



SCHEDULE "1"
TO MAIN AGREEMENT
PAYMENT INFORMATION INSTRUCTIONS



FULLY EXECUTED

May 15, 2006

Jose Alegria
President
Liberty Cablevision of Puerto Rico Ltd.
Luquillo Industrial Park, Road 992 Km 0.2
Luquillo, Puerto Rico 00773

Re: *National Geographic Channel High Definition, English Language* ("NGCHD")

Dear Jose:

We refer to the Affiliation Agreement (as amended from time to time, the "NGC Agreement") dated as of December 8, 2005 between NGC Network Latin America, LLC and Liberty Cablevision of Puerto Rico Ltd. ("Affiliate") for carriage of the video programming service currently known as "*National Geographic Channel*" ("NGC"). In consideration thereof, NGC Network US, LLC ("Network") will enter into this letter agreement (this "Letter Agreement") regarding Affiliate's distribution of *NGCHD*. Capitalized terms used in this Letter Agreement and not otherwise defined will have the meanings set forth in the NGC Agreement.

Network and Affiliate hereby agree, effective as of May 1, 2006 (the "Effective Date"), as follows:

- 
1. Grant of Rights. *NGCHD* is a simulcast, High Definition (as defined below) version of *NGC* (English language). Subject to the terms of this Letter Agreement and any programming restrictions imposed by Network or any programming supplier, Network grants Affiliate, and Affiliate accepts, the non-exclusive right and obligation to exhibit, distribute and authorize the reception of *NGCHD* pursuant to this Letter Agreement solely by way of any cable video programming distribution system (excluding distribution by any other technology, including without limitation satellite (e.g., medium or high power Ku-Band or C-Band satellite, DBS or TVRO) and computer technology (e.g., Internet or other IP-based distribution)) via each system that distributes *NGC* in standard definition format and that distributes programming in a High Definition (as defined below) format ("HD Systems"). *NGCHD* will be distributed only to subscribers that also receive *NGC* in standard definition format, and to no other subscribers. Subject to this Section 1, Affiliate will have the right to launch *NGCHD* on any HD System upon 30 days' prior written notice to and approval by Network.
 2. Term. The term will commence on the Effective Date and end upon _____, unless earlier terminated in accordance with this Letter Agreement (the "Term").
 3. Delivery. The programming on *NGCHD* will be produced and distributed primarily in a high definition format

("High Definition" or "HD"). Network will, at its expense, deliver *NGCHD* via domestic satellite as commonly used by cable television networks to each HD System headend (as designated by Affiliate) for distribution by Affiliate to the HD Systems authorized pursuant to this Letter Agreement to distribute *NGCHD*. Affiliate will furnish all facilities and equipment necessary for each HD System distributing *NGCHD* to receive, decode (if encrypted), and deliver *NGCHD* to the subscribers provided for herein. Affiliate shall have the right to remodulate the signals of *NGCHD* and package such signals with other signals so long as the audio and visual signal of *NGCHD* is not altered in any way (e.g., Affiliate will not compress or otherwise convert the data stream or signal comprising *NGCHD*).

4. Carriage. Subject to Section 1, Affiliate will launch and carry *NGCHD*



5. Full Time; Single Channel. Affiliate will cause each HD System to distribute *NGCHD* to its subscribers so that it is viewed full time (i.e., 24 hours per day, seven days per week), on a single designated channel, in full screen and in its entirety, without interruption, alteration (including activation or facilitation of any overlay, squeeze-back or other juxtaposition of audio, textual or video material of any kind), editing or delay;

6. Ad Avails. Network will not make available to Affiliate any local market advertising time with respect to *NGCHD*.

7. Fees and Reports.

- a. Monthly Fee. Within 30 days after the last day of each calendar month, Affiliate will pay Network a monthly license fee (the "Fee"), with respect to each HD System, equal to the number of such HD System's *NGCHD* Subscribers (as defined below) multiplied by the applicable Base Rate (as set forth below). The Fee will be payable to Network whether or not Affiliate actually collects or receives payment from *NGCHD* Subscribers (as defined below).

Level of Carriage	Base Rate

- b. Number of *NGCHD* Subscribers. "*NGCHD* Subscriber" means each person, entity and location, whether residential, commercial or otherwise, that receives *NGCHD* from Affiliate, including each unit in any multi-unit complex (e.g., hotels, dormitories, hospitals, nursing homes, prisons, apartment buildings and condominium complexes), each establishment for eating, drinking or entertainment (e.g., bars, taverns and restaurants), and each office or business location. For purposes of calculating the Fee, the number of each HD System's *NGCHD* Subscribers will be calculated in accordance with the fee calculation set forth in the *NGC* Agreement.
- c. Monthly Statement, Audit Rights, Payment Terms. Affiliate's delivery of monthly statements, Network's audit rights, and Affiliate's payment terms (including, without limitation, accrual of interest for amounts past due) shall all be
- d. Payment Terms. Affiliate will pay any amounts due under this Letter Agreement by delivering immediately available funds to Network at
(or any other location as Network may designate). Affiliate shall have no right to make any deduction from or offset against any amounts due under this Letter Agreement for any reason. Amounts past due from Affiliate will accrue interest, from due date until paid,
. Affiliate will reimburse Network for all of Network's reasonable costs and expenses (including court costs and reasonable attorneys' fees) of collecting any overdue amounts. This Section 7(d) will survive the termination or expiration of this Letter Agreement.
8. Nielsen Data. Affiliate will notify Nielsen and Network of the channel position on which *NGCHD* is made available on each applicable HD System and will not alter or remove any data that is (i) associated with *NGCHD*, (ii) distributed in the signal of *NGCHD*, and (iii) utilized by Nielsen or any other third party for the purpose of measuring viewership of *NGCHD*.

9. Advertising and Promotion. Within 30 days after the launch of *NGCHD* on any HD System, Affiliate will notify the subscribers to such HD System of such launch.

Affiliate will use and distribute, at no cost to Network, promotional and sales materials relating to NGCHD that may be provided by Network (including promotional inserts for subscriber bills).

10. Representations and Warranties.

a. Network Representations and Warranties. Network represents and warrants to Affiliate that: (i) Network is an entity duly organized and validly existing under the laws of its state of organization; (ii) Network has the power and authority to enter into this Letter Agreement and to perform fully its obligations under this Letter Agreement; (iii) Network is under no contractual or other legal obligation which might interfere in any way with its prompt and complete performance under this Letter Agreement; and (iv) the person executing this Letter Agreement on behalf of Network has been duly authorized to do so and such execution is binding upon Network.

b. Affiliate Representations and Warranties. Affiliate represents and warrants to Network that: (i) Affiliate is an entity duly organized and validly existing under the laws of its jurisdiction of organization; (ii) Affiliate has the power and authority to enter into this Letter Agreement and to perform fully its obligations under this Letter Agreement; (iii) Affiliate is under no contractual or other legal obligation which might interfere in any way with its prompt and complete performance under this Letter Agreement; (iv) Affiliate has obtained, and will maintain in full force during the Term, all federal, state and local authorizations needed to exhibit and distribute *NGCHD* via its HD Systems; and (v) the person executing this Letter Agreement on behalf of Affiliate has been duly authorized to do so and such execution is binding upon Affiliate.

11. Indemnification.

a. Network Indemnities. Network will indemnify, defend and hold harmless Affiliate from and against all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") relating to or arising out of (i) Network's breach of this Letter Agreement, and (ii) the content of *NGCHD* (if such Claim alleges libel, slander, defamation, invasion of privacy or copyright infringement) as furnished by Network to, and distributed by, Affiliate in accordance with this Letter Agreement.