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17. Long-Form Agreements. FCNS and, with respect to the RSNs, FSD and DIRECTV will endeavor in good faith to negotiate and execute a long-form agreement to reflect the terms and conditions set forth in this Agreement with respect to the RSN Agreement, the World Agreement, the Speed Agreement, the FMC Agreement, the NatGeo Agreement, the Fuel Agreement and the FSE Agreement that will generally be in the form of

Notwithstanding the foregoing, the terms set forth in this Agreement constitute a binding agreement between each Fox Group entity and DIRECTV.

18. Confidentiality and Press Releases. Fox Group and DIRECTV will keep the existence and terms of this Agreement and any other proprietary information (including without limitation any subscriber information) strictly confidential, and will not disclose the existence or substance of such matters to any third party without the prior written consent of the other party, except to the extent necessary in the following situations (and with the earliest possible prior written notice to the other party): (a) to comply with governmental rule, regulation or law or with a valid court order or with a request for information from a regulatory or congressional committee, in each case with confidential treatment requested and redaction of information disclosed to the greatest extent possible; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement or any agreement expressly referenced herein; and (d) to its lenders that are financial institutions or bona fide investors, with confidential treatment required. Notwithstanding the foregoing, Fox Group or DIRECTV may release one or more press statements regarding this Agreement with the other party's prior written consent (which consent will not be unreasonably withheld, delayed or conditioned).

19. League Restrictions. This Agreement and the license granted by each Fox Group entity, ~~as applicable, to DIRECTV under this Agreement~~ are limited by, and subject to, all limitations, covenants, standards and restrictions applicable to either such Fox Group entity (including without limitation restrictions included in such Fox Group entity's agreements with each Service or HD Event program supplier or withdrawal of consent to distribution of programming by any Service or HD Event program supplier) or any Service or HD Event program supplier (including without limitation such supplier's constitutions, bylaws, rules, regulations, directives and agreements and those of each league, conference, association or individual athletic team), as any of the same may be amended, supplemented, restated, interpreted, enacted or entered into or enforced from time to time (collectively, "League Restrictions"). For each Service and the HD Events, the applicable Fox Group entity will impose any League Restrictions in a uniform manner.

20. Representations and Warranties. Each Fox Group entity and DIRECTV represents and warrants that: (a) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, and (b) it is in compliance with all applicable laws and regulations relating to the subject matter of this Agreement, with which the failure to comply would result in a material adverse effect.

21. Indemnification.

(a) Fox Group Indemnities. Each Fox Group entity will severally indemnify and hold harmless DIRECTV and its parents, affiliates, subsidiaries, permitted successors and assigns, and the respective owners, officers, directors, agents, and employees of each, from and against any and all liability, losses, damages, or expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) resulting from any third party actions, claims, demands or suits (collectively, "Claims") caused by or arising out of: (i) such Fox Group entity's breach or alleged breach of this Agreement; (ii) the content (including without limitation any music contained therein) of any programming or materials as supplied by such Fox Group entity and distributed by DIRECTV pursuant to this Agreement; provided however, that the foregoing indemnities shall not apply to Claims caused by or arising out of any material inserted into or added to such Service or HD Event by or at the direction or authorization of DIRECTV.

(b) DIRECTV Indemnities. DIRECTV will indemnify and hold harmless each Fox Group entity and its parents, affiliates, subsidiaries, permitted successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all Claims caused by or arising out of: (i) DIRECTV's breach or alleged breach of this Agreement; or (ii) DIRECTV's (including without limitation any third party authorized by DIRECTV) alteration or delay of, or insertion of material (and the content of that material) into any programming or materials as supplied by such Fox Group Entity pursuant to this Agreement (unless the alteration, delay or insertion was at Fox's express direction or authorization).

(c) Indemnification Process. If the party seeking indemnity under this Section fails to give the other party prompt notice of a Claim, the other party is not required to indemnify the party seeking indemnity to the extent that such failure to give prompt notice has prejudiced such other party's defense of the Claim. The indemnifying party must assume the defense of each Claim to which its indemnity applies. The indemnified party must reasonably cooperate (at the expense of the indemnifying party) with the indemnifying party in defending and settling the Claim in question. If the party seeking indemnity settles a claim without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, then the other party will not be required to indemnify the party seeking indemnity against the Claim.

22. Assignment. This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other party's prior written consent which consent will not be unreasonably withheld or delayed. Notwithstanding the prior sentence, either party may assign this Agreement in its entirety without the other party's consent to (i) the assignor's successor in a consolidation, merger, acquisition or "going public" transaction (provided that the assignee acquires all or substantially all of the assets, equity or beneficial interests of the assigning party), or (ii) an entity under common control with, controlled by or in control of the assignor. Any Fox Group entity may assign this Agreement in part with respect to any Service without DIRECTV's consent to such Fox Group entity's successor in a consolidation, merger, acquisition or "going public" transaction (provided that, the assignee acquires all or substantially all of the assets, equity or beneficial interests of such Service). The assignor will give the other party written notice within 30 days of any assignment described in the immediately preceding sentence; provided that inadvertent failure to provide such notice will not be deemed a breach of this Agreement.

23. Termination. In addition to any other rights applicable under this Agreement or at law or in equity, either party may terminate this Agreement if the other party breaches any material term of this Agreement, provided that the breaching party will have 30 days following such notice of termination to cure such breach (limited to 10 days in the case of a payment breach). If any Fox Group entity completely discontinues the delivery of any Service or the HD Events in all or any portion of the territory applicable to such Service or HD Events, this Agreement will automatically expire with respect to all of the territory or such portion of the territory, as the case may be with respect to such Service or HD Events. If DIRECTV discontinues operation of the DTH distribution system and does not distribute any video programming services, this Agreement will automatically expire.

24. Entire Agreement. This Agreement, including without limitation prior agreements that this Agreement expressly references and this Agreement's exhibits and schedules, constitutes the entire understanding between Fox Group and DIRECTV concerning the subject matter of this Agreement. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. Except as otherwise expressly set forth in this Agreement, in the event of any conflict between any term contained in this Agreement and any agreement entered into between the parties prior to the Effective Date relating to any of the Services, the HD Events or any other subject matter covered under this Agreement, the terms of this Agreement shall govern.

25. Severability. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. In the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein unless the remaining provisions would be rendered inadequate to accomplish the basic purposes and intent of the parties; provided, however, that both parties shall negotiate in good faith with respect to an equitable modification of the provision held to be invalid or unenforceable, and provisions logically related to it.

26. Interpretation. No provision of this Agreement may be interpreted against any party because such party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. All references to Sections, Schedules, Exhibits and other attachments will be references to each such item as contained in, or attached to, this Agreement and to each such item as may be amended, modified or supplemented in accordance with this Agreement, unless otherwise expressly provided.

27. Force Majeure. DIRECTV will not be liable to Fox Group for DIRECTV's failure to satisfy any obligations pursuant to this Agreement, and Fox Group will not be liable to DIRECTV for Fox Group's failure to satisfy any obligations pursuant to this Agreement, if such failure is due to any cause, except financial inability, beyond either such Fox Group entity's or DIRECTV's reasonable control (including without limitation any act of God, act of the public enemy, governmental prohibition or restraint, force of nature, military action, civil disturbance,

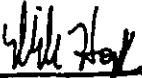
strike, equipment failure, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities) ("Force Majeure").

28. Choice of Law. This Agreement, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.

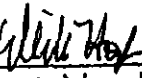
29. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

This Agreement is duly executed by each party, in each case with respect to the Sections of this Agreement that are expressly relevant to it, as of the Effective Date.


**FOX SPORTS DIRECT,**  
a division of ARC Holding, Ltd.

By:   
Name: Michael Hopkins  
Title: SVP, Affiliate Sales

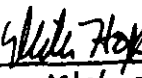
**FOX CABLE NETWORKS SERVICES, LLC**

By:   
Name: Michael Hopkins  
Title: SVP, Affiliate Sales

**DIRECTV, INC.**

  
Name: Michael Thornton  
Title: S.V.P.

**WITH RESPECT TO SECTIONS 9 and 18-29:**  
**SPORTS ACCESS,**  
a division of ARC Holding, Ltd.

By:   
Name: Michael Hopkins  
Title: SVP, Affiliate Sales

WITH RESPECT TO SECTIONS 11 and 18-29:  
FOX BROADCASTING COMPANY

By: Anthony J. Versaw  
Name: Anthony J. Versaw  
Title: President/CEO Fox Networks Group

WITH RESPECT TO SECTIONS 14 and 18-29:  
FOX ENTERTAINMENT GROUP, INC.

By: Anthony J. Versaw  
Name: Anthony J. Versaw  
Title: President/CEO Fox Networks Group





**SCHEDULE 1**

**RSN Territory Zip Codes**

**SCHEDULE 2**

**EXHIBIT A**

**General Terms and Conditions**

1. **Commercial Distribution.** For each Service, DIRECTV may distribute such Service to commercial subscribers on

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10. Number of Subscribers. For each Service, the number of Service subscribers in any month will be calculated by DIRECTV as an average of the total number of Service subscribers on the first and last day of such month, prorated for any partial reporting month. For each Service, with respect to commercial subscribers (excluding Hospitality Subscribers) and multiple dwelling units that are charged on a bulk-rate basis, including without limitation apartments, office buildings, hotels and motels (collectively, "Bulk-Rate Facilities"), the number of Service subscribers for each month attributed to each such Bulk-Rate Facility (the "Bulk Bill Service Subscribers") shall be equal to DIRECTV's total monthly revenues received from such Bulk-Rate Facility attributable to the level of service received at such Bulk-Rate Facility including such Service, divided by the most prevalent residential non-bulk price of such level of service;



**EXHIBIT B**

**RSN Commercial Rates**

DIRECTV will pay license fees each month on each commercial subscriber

during such month .

determined as follows:

**EXHIBIT C**

**EXHIBIT D**







**EXHIBIT E**

**EXHIBIT F**

ORIGINAL

April 19, 2006

Dan Fawcett  
DirecTV, Inc.  
2230 East Imperial Highway  
El Segundo, California

Re: Carriage of *Fuel TV*, *Fox Movie Channel* and *Fox Sports en Español*

Dear Dan:

We refer to (i) the Affiliation Agreement for Fox Sports Extreme (as amended from time to time, the "Fuel Agreement") dated as of October 1, 2002 among Fox Cable Network Services, LLC ("FCN") and other entities on the one hand, and DirecTV, Inc. ("DIRECTV") on the other hand for carriage of *Fuel TV* and (ii) the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Term Sheet"), by and among FCN and other entities, on the one hand and DIRECTV on the other hand, for carriage of *FSN Arizona*, *FSN Detroit*, *FSN Midwest*, *FSN North*, *FSN Northwest*, *FSN Pittsburgh*, *FSN Rocky Mountain*, *FSN South*, *FSN Southwest*, *FSN West*, *FSN West 2*, *Sunshine Network*, *Fox Soccer Channel*, *Speed Channel*, *Fox Movie Channel*, *National Geographic Channel*, *Fuel TV* and *Fox Sports en Español*. Capitalized terms used in this letter agreement and not otherwise defined have the meanings set forth in the Fuel Agreement or the Term Sheet (each, an "Affiliation Agreement" and collectively, the "Affiliation Agreements"), as applicable.

FCN and DIRECTV hereby agree, effective as of June 21, 2006 (the "Effective Date"), to amend the Affiliation Agreements as follows:

1. Fuel Agreement. The Fuel Agreement is hereby amended as follows:

a. Section 1(c) is deleted and replaced with the following:

“(c) Carriage. DIRECTV shall distribute Extreme on  
and

b. Section 2(a) is amended by deleting the first and second sentences thereof and replacing them with the following:

“(a) Residential Fees.

DIRECTV will pay a monthly license fee ("License Fee") equal to the product of the number of subscribers multiplied by the applicable base rate;

The residential base rate is for the first month period after the Service Commencement Date, increasing by on and by on

2. Term Sheet. The Term Sheet is hereby amended as follows:

a. Fox Movie Channel.

(i)

, Section 4(b) is deleted and replaced with the following:

“(b) Carriage. DIRECTV will distribute FMC to residential subscribers

(ii) Section 4(c) is amended by deleting the first and second sentences thereof and replacing them with the following:

“(c) Rates.

DIRECTV will pay monthly license fees for FMC equal to the product of the number of subscribers multiplied by the applicable FMC base rate. The monthly base rate for FMC is

(iii) Section 4(d) is amended by adding the following sentence at the conclusion thereof:

b. Fuel.

(i) Section 6(b) is amended by deleting the first sentence thereof and replacing it with the following:

“(b) Carriage. DIRECTV will distribute Fuel to residential subscribers

(ii) Section 6(c) is amended by deleting the first and second sentence thereof and replacing them with the following:

“(c) Rate.  
DIRECTV will pay a monthly license fee (“License Fee”) equal to the product  
of the number of subscribers  
multiplied by the applicable base rate;

base rate is The monthly Fuel residential

c. Fox Sports en Español.

(i) Section 7(b) is deleted and replaced with the following:

“(b) Carriage. DIRECTV will  
distribute FSE to residential subscribers

The license fees for such carriage shall be

- (ii) Section 7(c) is amended by deleting the first sentence thereof and replacing it with the following:

“DIRECTV will pay license fees each month

- 
3. Effect on Affiliation Agreements; Modifications and Amendments. Each reference in each Affiliation Agreement to “this Agreement” or words of similar meaning will mean and be a reference to such Affiliation Agreement as amended or supplemented by this letter agreement. Except as specifically amended in this letter agreement, (i) each Affiliation Agreement is, and will continue to be in full force and effect and (ii) except to the extent set forth herein, this letter agreement will not operate as a waiver of any provision of any Affiliation Agreement. This letter agreement may not be modified or amended, and no provision of this letter agreement may be waived, except in writing executed by each of the parties.
4. Counterparts. This letter agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.




If you are in agreement with the foregoing, please execute and return to me two originals of this letter agreement.

Very truly yours,

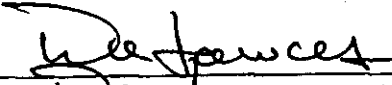
Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

By:   
Name: Michael Hopkins  
Title: SVP

Agreed and Accepted by:

DIRECTV, INC.

By:   
Name: W. J. Fawcett  
Title: EVP