

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ORIGINAL

December 1, 2006

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

Re: Carriage of in additional zip code regions

Dear Dan:

We refer to the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Term Sheet"), by and among Fox Sports Direct ("FSD"), a division of ARC Holding, Ltd., and other entities, on the one hand and DIRECTV, Inc. ("DIRECTV") on the other hand. Capitalized terms used in this letter agreement and not otherwise defined have the meanings set forth in the Term Sheet.

FSD and DIRECTV hereby agree, effective as of (the "Effective Date"), to amend the Term Sheet as follows:

1. Section 1(c) is amended by adding a new clause (iii) at the end thereof as follows:

(iii) Additional Zip Codes. DIRECTV shall, launch and distribute within the following regions (the

Additional Zip Codes):

subscriber for distribution of Codes will equal

, the monthly base rate per residential within the Additional Zip

Each reference in the Term Sheet to "this Agreement" or words of similar meaning will mean and be a reference to the Term Sheet as amended or supplemented by this letter agreement. Except as specifically amended in this letter agreement, (i) the Term Sheet 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 the Term Sheet. 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.

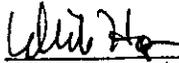
This letter agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

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

Very truly yours,

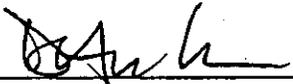
Agreed and Accepted By:

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

By: 
Name: Mike Hopkins
Title: EVF

Agreed and Accepted by:

DIRECTV, INC.

By: 
Name: _____
Title: DAN HARTMAN
Vice President
Programming Acquisitions

October 17, 2006

Dan Fawcett
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245

Re: Amendments to DIRECTV and Fox Affiliation Agreements

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*; (ii) the letter agreement dated as of September 29, 2004 (as amended from time to time, the "FX Agreement"), between FX Networks, LLC ("FXN") and DIRECTV for carriage of *FX*; (iii) the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "DIRECTV/Fox Term Sheet"), by and among FCN, Fox Sports Direct ("FSD"), a division of ARC Holding, Ltd., and other entities, on the one hand and DIRECTV on the other hand, for carriage of the *RSNs*, *Fox Soccer Channel*, *Speed*, *Fox Movie Channel*, *National Geographic Channel*, *Fuel TV* and *Fox Sports en Español*; and (iv) the ~~DIRECTV/FTH Term Sheet dated as of October 1, 2004 (as amended from time to time, the~~ "DIRECTV/FTH Term Sheet"), between Fox Television Holdings, Inc. ("FTH") and FCN, on the one hand, and DIRECTV on the other hand, for carriage of *Fox Reality*. Capitalized terms used in this letter agreement (this "Letter Agreement") and not otherwise defined have the meanings set forth in the Fuel Agreement, the FX Agreement, the DIRECTV/Fox Term Sheet and the DIRECTV/FTH Term Sheet (each, an "Affiliation Agreement" and collectively, the "Affiliation Agreements"), as applicable. For the purposes of this letter agreement, "Fox Services" means the *RSNs* plus *Fuel TV*, *FX*, *Fox Soccer Channel*, *Speed*, *Fox Movie Channel*, *National Geographic Channel* and/or *Fox Reality*, as applicable. For the purposes of this Letter Agreement, the *RSNs* will also include *FSN Florida*, *FSN Ohio*, *FSN Cincinnati*, and *Turner South*.

FCN, FSD and DIRECTV hereby supplement, effective as of the date first set forth above (the "Effective Date"), the Affiliation Agreements as applicable to incorporate the following terms and conditions:

1. _____ Service Rates. _____ as of _____ the then-effective base rate for carriage of the _____ Service shall be _____

2. Carriage.

for each of *Speed, National Geographic Channel, Fox Reality*
and *Fuel TV* DIRECTV shall deliver each Service
throughout the entire Territory (i.e., each Service will be made available to every
residential DIRECTV subscriber), and such distribution will be on

3.

a. Term. The term of this Section 3 will be from the Effective Date hereof through the earlier of (i) and (ii) .

b.

i.

ii.

c.

d.

4.

a.

b.

c.

d.

e.

f.

g.

5. Amendment to DIRECTV/FTH Term Sheet. The DIRECTV/FTH Term Sheet is hereby amended by deleting Section 2(b) in its entirety and replacing it with
6. Confidentiality and Press Releases. Each of FCN, FSD and DIRECTV will keep the existence and terms of this Letter 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 Letter 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, FCN, FSD or DIRECTV may release one or more press statements regarding this Letter Agreement with the other party's prior written consent (which consent will not be unreasonably withheld, delayed or conditioned).

7. Assignment. This Letter 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 Letter 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 Letter 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. FCN or FSD may assign this Agreement in part solely with respect to any Fox Service without DIRECTV's consent to FCN's or FSD'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 Fox Service). The assignor will give the other party written notice within thirty (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.
8. Termination. In addition to any other rights applicable under this Letter Agreement or at law or in equity, either party may terminate this Letter Agreement if the other party breaches any material term of this Letter Agreement, provided that the breaching party will have 30 days following such notice of termination to cure such breach. If FCN or FSD completely discontinues the delivery of any Fox Service in all or any portion of the territory applicable to such Fox Service, this Letter 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 Fox Service. Unless otherwise terminated in accordance with this Letter Agreement, the term of this Letter Agreement for each Fox Service will continue through the term for such Fox Service as set forth in the applicable Affiliation

Agreement. If, for any reason, any Affiliation Agreement is terminated or expires with respect to a particular Fox Service, this Letter Agreement will automatically terminate, without further liability under this Agreement to either party, with respect to such Fox Service, but this Letter Agreement will continue with respect to all other Fox Services that have not otherwise expired or been terminated. If DIRECTV discontinues operation of the DTH distribution system and does not distribute any video programming services, this Letter Agreement will automatically expire.

9. 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 or supplemented in this Amendment, (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.
 10. Choice of Law. This Letter Agreement, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.
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11. 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.

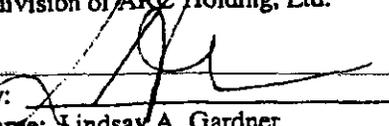
Very truly yours,

Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

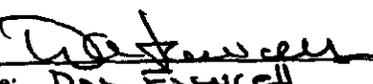
By: 
Name: Lindsay A. Gardner
Title: President

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

By: 
Name: Lindsay A. Gardner
Title: President

Agreed and Accepted by:

DIRECTV, INC.

By: 
Name: Dan Fawcett
Title: EVP

With respect to Section 5 only:
FOX TELEVISION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

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: Lindsay A. Gardner

Title: President

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

By: _____

Name: Lindsay A. Gardner

Title: President

Agreed and Accepted by:

DIRECTV, INC.

By: _____

Name: _____

Title: _____

With respect to Section 5 only:
FOX TELEVISION HOLDINGS, INC.

By: Ellen S. Agress

Name: Ellen S. Agress

Title: Senior Vice President

SCHEDULE 1 TO FOX CABLE NETS AMENDMENT

ORIGINAL

March 1, 2007

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

Re: Amendment to DIRECTV and Fox Letter Agreement

Dear Dan:

We refer to that certain letter agreement, dated as of October 17, 2006 (as amended from time to time, the "Letter Agreement"), by and between Fox Cable Network Services, LLC ("FCN"), among others, and DIRECTV, Inc. ("DIRECTV") regarding, among other things, the distribution of *National Geographic Channel*. Capitalized terms used in this letter agreement (this "Amendment") and not otherwise defined shall have the meanings set forth in the Letter Agreement.

FCN and DIRECTV hereby agree, effective as of the date first written above (the "Effective Date"), to supplement the Letter Agreement as applicable to incorporate the following terms and conditions:

1. Availability of Programming. Commencing on the Effective Date and expiring on the earlier of (i) DIRECTV's initial launch, if any, of _____ or (ii) _____ (the "Program Term") FCN will make available to DIRECTV _____ for distribution by DIRECTV during the _____ Term, and DIRECTV will distribute _____ on the following terms and conditions:

(a) DIRECTV will distribute _____ only to DIRECTV subscribers that

(b) FCN will make available _____ to DIRECTV _____ and DIRECTV will distribute _____ to subscribers

(c) DIRECTV will distribute _____ on a channel that (A) carries exclusively

(d) DIRECTV and FCN shall use commercially reasonable efforts to market and promote the availability of _____ DIRECTV shall have the right to promote and market _____ in a manner consistent (and subject to the same limitations) as DIRECTV currently promotes and markets _____ For the avoidance of doubt, the parties agree that DIRECTV may market the _____ as _____

(e)

Programs provided by FCN each month during the Program Term if DIRECTV has the requisite bandwidth available to do so.

2. Effect on Letter Agreement; Modifications and Amendments. Each reference in the Letter Agreement to "this Letter Agreement" or words of similar meaning will mean and be a reference to the Letter Agreement as amended or supplemented by this Amendment. Except as specifically amended or supplemented in this Amendment, (i) the Letter Agreement is, and will continue to be in full force and effect and (ii) except to the extent set forth herein, this Amendment will not operate as a waiver of any provision of the Letter Agreement. This

Amendment may not be modified or amended, and no provision of Amendment may be waived, except in writing executed by each of the parties.

3. Choice of Law. This Amendment, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.
4. Counterparts. This Amendment 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

Agreed and Accepted by:

DIRECTV, INC.

By: Will Flannery
Name: VP Advanced Services
Title: Will Flannery

By: Tom Mathers
Name: Tom Mathers
Title: V.P.

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

By: Will Flannery
Name: Will Flannery
Title: VP Advanced Services



RECEIVED BY
DAN FAWCETT

MAR 02 2007

March 1, 2007

Mr. Dan Fawcett
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245

FULLY EXECUTED

ORIGINAL

Re: Amendment to DIRECTV and Fox Letter Agreement

Dear Dan:

We refer to that certain letter agreement, dated as of October 17, 2006 (as amended from time to time, the "Letter Agreement"), by and between Fox Cable Network Services, LLC ("FCN"), among others, and DIRECTV, Inc. ("DIRECTV") regarding, among other things, the distribution of certain services. Capitalized terms used in this letter agreement (this "Amendment") and not otherwise defined shall have the meanings set forth in the Letter Agreement.

FCN and DIRECTV hereby agree, effective as of the date first written above (the "Effective Date"), to amend the Letter Agreement as follows:

1. Section 4(d) of the Letter Agreement is hereby amended by deleting the clause and replacing it with the following:

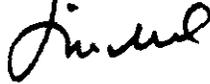
2. Section 4(e) of the Letter Agreement is hereby amended by deleting the clause and replacing it with the following:

3. Effect on Letter Agreement; Modifications and Amendments. Each reference in the Letter Agreement to "this Letter Agreement" or words of similar meaning will mean and be a reference to the Letter Agreement as amended or supplemented by this Amendment. Except as specifically amended or supplemented in this Amendment, (i) the Letter Agreement is, and will continue to be in full force and effect and (ii) except to the extent set forth herein, this Amendment will not operate as a waiver of any provision of the Letter Agreement. This Amendment may not be modified or amended, and no provision of Amendment may be waived, except in writing executed by each of the parties.

4. Choice of Law. This Amendment, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.
5. Counterparts. This Amendment 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,



Michael W. Beard
Senior Vice President, Affiliate Sales & Marketing

Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

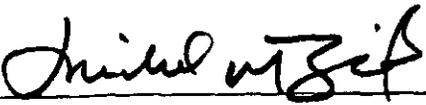
Agreed and Accepted by:

DIRECTV, INC.

By: 
Name: Michael W. Beard
Title: SVP

By: 
Name: Don Fawcett
Title: EVP

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

By: 
Name: Michael W. Beard
Title: SVP

FULLY EXECUTED

DIRECTV/FTH Term Sheet

This DIRECTV/FTH Term Sheet (this "Agreement"), dated as of October 1, 2004 (the "Effective Date"), is entered into by (i) Fox Television Holdings, Inc. ("FTH") and (ii) Fox Cable Networks Services, LLC ("FCNS"), on the one hand, and DIRECTV, Inc. ("DIRECTV"), on the other hand.

Agreement

In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Retransmission Consent. DIRECTV and FTH hereby enter into the agreement set forth in Exhibit A to this Agreement.

2.

DIRECTV and FCNS agree to the following.

(a) Fox Reality Channel. DIRECTV will distribute *Fox Reality Channel* (as the name may be changed from time to time, "Reality") in accordance with the following terms and the General Terms and Conditions attached as Attachment 1 (the "GTC"), and will enter into an affiliation agreement (the "Reality Agreement") with FCNS.

(i) Term. The term (the "Reality Term") will commence on the date DIRECTV first launches Reality (the "Reality Launch Date") and will end on . FCNS will not launch Reality prior to . DIRECTV will launch Reality within 90 days of written notice from FCNS of the availability of Reality for launch by DIRECTV.

(ii) Content Description. Reality will be a 24-hour, advertiser-supported, general entertainment service generally consisting of unscripted and scripted programs, events, series and/or game shows commonly known as "reality" programming (*e.g.*, "American Idol," "Temptation Island," "Average Joe" and "Fear Factor").

(iii) Launch and Carriage. As of the Reality Launch Date, DIRECTV will launch and distribute Reality to residential subscribers

(iv) Rates. DIRECTV will pay license fees each month on all Reality subscribers. The monthly base rate per residential subscriber is

(v)

(b)

... () during the immediately preceding calendar year.

3. Long-Form Agreement. FCNS 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 Reality Agreement ("Service") that will generally be in the form of the for Reality

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

4. League Restrictions. For each Service, this Agreement and the license granted by FCNS to DIRECTV under this Agreement are limited by, and subject to, all limitations, covenants, standards and restrictions applicable to either FCNS (including without limitation restrictions included in FCNS's agreements with any Service program supplier or withdrawal of consent to such Service's distribution of programming by any Service program supplier) or any Service 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").

5. Confidentiality and Press Releases. Fox Group and DIRECTV will keep the existence and terms of this Agreement strictly confidential and any other proprietary information (including without limitation any subscriber information), 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 (such consent not to be unreasonably withheld, delayed or conditioned).

6. 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.

7. 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 content 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 supplied by such Fox Group Entity pursuant to this Agreement (unless the alteration, delay or insertion was at such Fox Group Entity'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