

contrary, it is expressly understood and agreed by the parties hereto that each and every representation, warranty, covenant, undertaking and agreement made in this Agreement was not made or intended to be made as a personal representation, undertaking, warranty, covenant, or agreement on the part of any individual or of any partner, stockholder, member or other equity holder of either party hereto, and any recourse, whether in common law, in equity, by statute or otherwise, against any such individual or entity is hereby forever waived and released.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing 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.

DIRECTV, INC.

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

SPORTSCHANNEL FLORIDA ASSOCIATES
SPORTSCHANNEL CINCINNATI ASSOCIATES
SPORTSCHANNEL OHIO ASSOCIATES

By: [Signature]
Name: ROBERT BROUSSARD
Title: SVP, BUSINESS AFFAIRS

By: [Signature]
Name: ROBERT BROUSSARD
Title: SVP, BUSINESS AFFAIRS

EXHIBIT A

EXHIBIT B

EXHIBIT C

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ORIGINAL

ADDITIONAL EVENTS ADDENDUM

This Additional Events Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT ("Network"), a division of ARC Holding, Ltd. and DIRECTV, INC. ("Affiliate"), effective as of August 30, 2006 (the "Effective Date").

Recitals

- A. Network and Affiliate, among others, have entered into that certain Affiliation Agreement for DTH Satellite Exhibition of Cable Network Programming dated as of December 21, 2004 (as amended by this Addendum and as otherwise amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the video programming service currently known as *FSN Ohio* (the "Service") to its subscribers. Capitalized terms used in this Addendum and not otherwise defined will have the meanings set forth in the Affiliation Agreement.
- B. Network has acquired the right to distribute Additional Events that are not otherwise available as part of the Services.
- C. Network desires to grant Affiliate the right to distribute, and Affiliate desires to accept the right and obligation to distribute, these Additional Events as part of the Service under the Affiliation Agreement on the terms and conditions set forth below.

Agreement

In consideration of the mutual promises and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **ADDITIONAL EVENTS.** "Additional Events" means the which games are set forth on Schedule A hereto.
2. **TERM.** This Addendum will commence on the Effective Date and will automatically terminate on the earlier of (i) or (ii) any termination or expiration of the Affiliation Agreement; provided that any accrued payment obligations (as set forth in Section 4) will survive the termination or expiration of this Addendum until paid in full.
3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute, the Additional Events as part of the Service to all Service Subscribers that receive such Service
The Additional Events are deemed to be part of the Service and Network's delivery and Affiliate's distribution of the Additional Events will comply with this Addendum and the Affiliation Agreement.
4. **SURCHARGE FEES.** Affiliate will pay to Network a license fee for the Additional Events (the

“Surcharge Fee”), which shall be calculated based on

5.

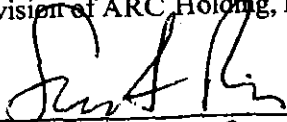
6.

7. **MISCELLANEOUS**. Each reference in the Affiliation Agreement to “this Agreement” or words of similar meaning will mean and be a reference to the Affiliation Agreement as supplemented by this Addendum. Except as expressly modified by this Addendum, the Affiliation Agreement is, and will continue to be, in full force and effect, and this Addendum will not operate as a waiver of any provision of the Affiliation Agreement. This Addendum (i) constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Addendum and supersedes any other agreement with respect to the express subject matter of this Addendum, whether oral or written;

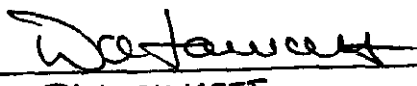
and (ii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Addendum may be delivered by facsimile and will be binding upon the parties.

IN WITNESS WHEREOF, each of Network and Affiliate has executed this Addendum as of the Effective Date by its duly authorized representative.

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

By: 
Name: SEAN A RILEY
Title: SVP, Affiliate Sales

DIRECTV, INC.

By: 
Name: DAN FAWCETT
Title: EVP, Programming Acquisitions

SCHEDULE A



ADDITIONAL PROGRAMMING ADDENDUM

ORIGINAL

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT ("Network"), a division of ARC Holding, Ltd., and DIRECTV, INC. ("Affiliate"), effective as of August 30, 2006 (the "Effective Date").

Recitals

- A. Network and Affiliate have entered into the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended by this Addendum and as otherwise amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) to its subscribers. Capitalized terms used in this Addendum and not otherwise defined will have the meanings set forth in the Affiliation Agreement.
- B. Network has acquired the right to distribute Additional Programming that is not otherwise available as part of the Fox RSNs.
- C. Network desires to grant Affiliate the right to distribute, and Affiliate desires to accept the right and obligation to distribute, this Additional Programming as part of the Fox RSNs under the Affiliation Agreement on the terms and conditions set forth below.

Agreement

In consideration of the mutual promises and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **ADDITIONAL PROGRAMMING.** "Additional Programming" means an additional package of _____ which games are set forth on Schedule A hereto.
2. **TERM.** This Addendum will commence on the Effective Date and will automatically terminate on (i) _____ or (ii) if earlier, any termination or expiration of the Affiliation Agreement. Notwithstanding the foregoing, any accrued payment obligations relating to the Surcharge (as defined below), calculated on a pro rata basis based on the amount of Additional Programming actually delivered prior to the expiration or termination of this Addendum, will survive the termination or expiration of this Addendum. If this Addendum terminates or expires pursuant to clause (ii) above, all accrued Surcharge Fees will accelerate and become due and payable within 30 days of the date of such expiration or termination unless otherwise agreed to in writing by the parties.
3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute, all Additional Programming as part of the distribution of *FSN Midwest* _____ to those DIRECTV subscribers receiving *FSN Midwest* in the league-authorized territory of the

Indiana Pacers. The Additional Programming is deemed to be part of *FSN Midwest*, and Network's delivery and Affiliate's distribution of the Additional Programming as part of such RSN in such league authorized territory will comply with the Affiliation Agreement.

4. **SURCHARGE FEES.** In consideration for the Additional Programming, Affiliate will pay Network

5.

6. **MISCELLANEOUS.** Each reference in the Affiliation Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Affiliation Agreement as supplemented by this Addendum. Except as expressly modified by this Addendum, the Affiliation Agreement is, and will continue to be, in full force and effect, and this Addendum will not operate as a waiver of any provision of the Affiliation Agreement. This Addendum (i) constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Addendum and supersedes any other agreement with respect to the express subject matter of this Addendum, whether oral or written; and (ii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Addendum may be delivered by facsimile and will be binding upon the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of Network and Affiliate has executed this Addendum as of the Effective Date by its duly authorized representative.

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

By: 

Name:

SEAN RILEY

Title:

SVP, Affiliate Sales

DIRECTV, INC.

By: 

Name:

DAN FAWCETT

Title:

EVP, Programming Acquisitions

Schedule A

FULLY EXECUTED

ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT ("Network"), a division of ARC Holding, Ltd., and DIRECTV, INC. ("Affiliate"), effective as of October 1, 2005 (the "Effective Date").

Recitals

- A. Network and Affiliate have entered into the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended by this Addendum and as otherwise amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) to its subscribers. Capitalized terms used in this Addendum and not otherwise defined will have the meanings set forth in the Affiliation Agreement.
- B. Network has acquired the right to distribute Additional Programming that is not otherwise available as part of the Fox RSNs.
- C. Network desires to grant Affiliate the right to distribute, and Affiliate desires to accept the right and obligation to distribute, this Additional Programming as part of the Fox RSNs under the Affiliation Agreement on the terms and conditions set forth below.

Agreement

In consideration of the mutual promises and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **ADDITIONAL PROGRAMMING.** "Additional Programming" means the package of

2. **TERM.** This Addendum will commence on the Effective Date and will automatically terminate on (i) _____ or (ii) if earlier, any termination or expiration of the Affiliation Agreement. Notwithstanding the foregoing, any accrued payment obligations relating to the Surcharge (as defined below), calculated on a pro rata basis based on the amount of Additional Programming actually delivered prior to the expiration or termination of this Addendum, will survive the termination or expiration of this Addendum. If this Addendum terminates or expires pursuant to clause (ii) above, all accrued Surcharge Fees will accelerate and become due and payable within 30 days of the date of such expiration or termination unless otherwise agreed to in writing by the parties.

3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute (i) the Games only as part of the distribution of *FSN Rocky Mountain* and (ii) the Games as part of the distribution of *FSN Southwest*. The Additional Programming is deemed to be part of the applicable Fox RSN, and Network's delivery and Affiliate's distribution of the Additional Programming as part of such RSN will comply with the Affiliation Agreement.
4. **SURCHARGE FEES.** For each NBA season, Affiliate will pay to Network,


5. **MISCELLANEOUS.** Each reference in the Affiliation Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Affiliation Agreement as supplemented by this Addendum. Except as expressly modified by this Addendum, the Affiliation Agreement is, and will continue to be, in full force and effect, and this Addendum

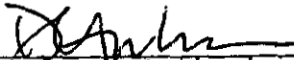
will not operate as a waiver of any provision of the Affiliation Agreement. This Addendum (i) constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Addendum and supersedes any other agreement with respect to the express subject matter of this Addendum, whether oral or written; and (ii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Addendum may be delivered by facsimile and will be binding upon the parties.

IN WITNESS WHEREOF, each of Network and Affiliate has executed this Addendum as of the Effective Date by its duly authorized representative.

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

DIRECTV, INC.

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

By: 
Name: Daniel Hartman
Title: VP Programming

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

Amendment to Additional Programming Addendum

ORIGINAL

This Amendment ("Amendment"), effective as of August 29, 2006, between Fox Sports Direct, a division of ARC Holding, Ltd. ("Network"), and DirecTV, Inc. ("Affiliate"), amends that certain Additional Programming Addendum dated as of October 1, 2005 between Network and Affiliate (as amended from time to time, the "Addendum"). Capitalized terms used in this Amendment but not defined herein shall have the respective meanings ascribed to such terms in the Addendum.

Network and Affiliate, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree to amend the Addendum as follows:

1. **License.** The first sentence of Section 3 of the Addendum shall be deleted in its entirety and replaced by the following:

"Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute (i) the *FSN Rocky Mountain* Games as part of the distribution of *FSN Southwest* and (ii) the *FSN Southwest* Games as part of the distribution of *FSN Southwest*."
2. **Base Rate Increase.** Section 4 of the Addendum shall be amended by deleting the chart set forth therein in its entirety and replacing it with the following:
3. **Miscellaneous.** Each reference in the Addendum to "this Addendum" or words of similar meaning will mean and be a reference to the Addendum as amended and supplemented by this Amendment. Except as expressly modified by this Amendment, the Addendum is, and will continue to be, in full force and effect, and this Amendment will not operate as a waiver of any provision of the Addendum. This Amendment (i) constitutes the entire understanding between Fox and Affiliate concerning the subject matter of this Amendment and supersedes any other agreement with respect to the express subject matter of this Amendment, whether oral or written; (ii) may not be assigned by Affiliate without the prior written consent of Network; and (iii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Amendment may be delivered by facsimile and will be binding upon the parties.

AGREED:

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

Signature: _____

Sean Riley

Name: _____

SEAN RILEY

Title: _____

SVP Affiliate Sales

DIRECTV, INC.

Signature: _____

Dan Fawcett

Name: _____

DAN FAWCETT

Title: _____

EVP, Programming Acquisitions

ORIGINAL

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT ("Network"), a division of ARC Holding, Ltd., and DIRECTV, INC. ("Affiliate"), effective as of March 1, 2005 (the "Effective Date").

Recitals

- A. Network and Affiliate have entered into the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended by this Addendum and as otherwise amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) to its subscribers. Capitalized terms used in this Addendum and not otherwise defined will have the meanings set forth in the Affiliation Agreement.
- B. Network has acquired the right to distribute Additional Programming that is not otherwise available as part of the Fox RSNs.
- C. Network desires to grant Affiliate the right to distribute, and Affiliate desires to accept the right and obligation to distribute, this Additional Programming as part of the Fox RSNs under the Affiliation Agreement on the terms and conditions set forth below.

Agreement

~~In consideration of the mutual promises and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:~~

1. **ADDITIONAL PROGRAMMING.** "Additional Programming" means the
2. **TERM.** This Addendum will commence on the Effective Date and will automatically terminate on (i) _____ or (ii) if earlier, any termination or expiration of the Affiliation Agreement. Notwithstanding the foregoing, any accrued payment obligations relating to the Surcharge (as defined below), calculated on a pro rata basis based on the amount of Additional Programming actually delivered prior to the expiration or termination of this Addendum, will survive the termination or expiration of this Addendum. If this Addendum terminates or expires pursuant to clause (ii) above, all accrued Surcharge Fees will accelerate and become due and payable within 30 days of the date of such expiration or termination unless otherwise agreed to in writing by the parties.
3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute, all Additional Programming as part of the distribution of *FSN Southwest*. The Additional Programming is deemed to be part of *FSN Southwest*, and Network's delivery

and Affiliate's distribution of the Additional Programming as part of such RSN will comply with the Affiliation Agreement.

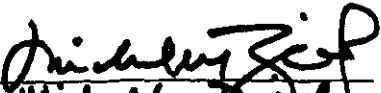
4. **SURCHARGE FEES.** For each MLB season, the fee payable to Network by Affiliate,

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5. **MISCELLANEOUS.** Each reference in the Affiliation Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Affiliation Agreement as supplemented by this Addendum. Except as expressly modified by this Addendum, the Affiliation Agreement is, and will continue to be, in full force and effect, and this Addendum will not operate as a waiver of any provision of the Affiliation Agreement. This Addendum (i)

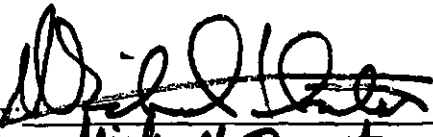
constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Addendum and supersedes any other agreement with respect to the express subject matter of this Addendum, whether oral or written; and (ii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Addendum may be delivered by facsimile and will be binding upon the parties.

IN WITNESS WHEREOF, each of Network and Affiliate has executed this Addendum as of the Effective Date by its duly authorized representative.

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

By: 
Name: Michael W. Riard
Title: VP, National Accounts

DIRECTV, INC.

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