

4. **Fees**

5. **Delivery.** DIRECTV shall receive and distribute the signal of the Service as transmitted by PROGRAMMER in accordance with the terms of this Agreement. DIRECTV's licensed IFEs shall be solely responsible for the purchase and installation of all equipment necessary to receive the Service and all costs associated with receiving the Service on the Aircraft.

6. **Marketing Rights.** PROGRAMMER hereby grants to DIRECTV during the Term the rights contained in this Section 6 (which rights may be assigned by DIRECTV to a participating IFE or Airline), but not the obligation, to be exercised by DIRECTV in its sole discretion, with respect to its marketing of the Service: (i) the right to use any and all marketing materials delivered by PROGRAMMER to DIRECTV (and/or a participating IFE or Airline) for the purposes of marketing the Service ("Marketing Materials"); (ii) the right to manufacture and produce its own marketing materials ("DIRECTV Marketing Materials"), subject to the prior approval of PROGRAMMER, such approval not to be unreasonably withheld or delayed; and (iii) the right to use the Service's names and/or logos to market the Service as contemplated under this Agreement.

7. **Trademarks and Promotion.** DIRECTV hereby acknowledges that the Service mark, any other marks identified by PROGRAMMER to DIRECTV in writing, the names of certain programs and programming series, and the programming and other copyrighted material or other intellectual properties appearing in the Service are the property of PROGRAMMER. DIRECTV (and its IFEs and the Airlines) shall not use such PROGRAMMER property in any way or to do any advertising or promotion mentioning the Service or the programming except as explicitly authorized herein, or as approved in writing by PROGRAMMER. Once a particular use is approved by PROGRAMMER, DIRECTV may continue such use unless and until PROGRAMMER provides written notice that it is revoking such approval. Without limiting the foregoing, uses by DIRECTV (and its IFEs and the Airlines) of such names and marks in a factual manner in routine promotional materials such as program guides, program listings, channel identifiers, bill stuffers and any material intended to advise passengers or potential passengers of the availability and scheduling of the Service once initially provided or approved shall be deemed approved unless and until PROGRAMMER provides written notice that it is revoking such approval.

8. **Representations and Warranties.**

(a) DIRECTV represents, warrants and covenants to PROGRAMMER that (i)

it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it shall comply with all material laws and regulations relating to the distribution of the DIRECTV Airborne Service to the Airlines; and (iii) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

(b) PROGRAMMER hereby represents, warrants and covenants to DIRECTV that (x) it possesses all necessary rights, and hereby grants such rights to DIRECTV, to authorize and permit DIRECTV to distribute the Service pursuant to the terms and conditions of this Agreement; (y) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and (z) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

9. **Indemnification.**

(a) PROGRAMMER agrees to indemnify, defend and hold harmless DIRECTV and its directors, officers, agents and employees (collectively, "DIRECTV Indemnitees") from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") incurred in connection with (i) PROGRAMMER's breach of this Agreement including the falsity or breach of any of PROGRAMMER's representations and warranties hereunder; (ii) the content of the Service as furnished by PROGRAMMER to DIRECTV and distributed under and in accordance with this Agreement; and (iii) any Claim arising from PROGRAMMER's marks, logos, or materials as provided by PROGRAMMER to DIRECTV, unless such Claim results from DIRECTV's use of such marks, logos or materials in breach of this Agreement or otherwise inconsistent with PROGRAMMER's written instructions made to DIRECTV regarding such use.

(b) DIRECTV agrees to indemnify, defend and hold harmless PROGRAMMER and its directors, officers, agents and employees (collectively, "PROGRAMMER Indemnitees") from and against any and all Claims incurred in connection with (i) DIRECTV's breach of this Agreement including the falsity or breach of any of DIRECTV's representations and warranties hereunder; (ii) DIRECTV's marketing of the Service (except to the extent resulting from PROGRAMMER's marks, logos, or materials provided by PROGRAMMER); and (iii) any distribution by DIRECTV of the Service outside of the scope of this Agreement, as set forth herein.

10. **Assignment.** Neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent of the other party except to an entity which, as of the date of this Agreement, controls, is controlled by or is under common control with the assigning party.

11. **Termination.**

Either party shall have the right to terminate this Agreement immediately in the event that the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party. In the event of such termination hereunder, DIRECTV shall cause the

EXECUTION VERSION

Airlines to cease exhibition of the Service promptly. Neither PROGRAMMER nor DIRECTV shall have any further liability to the other party, the IFEs or the Airlines in the event of termination hereunder, other than those liabilities and obligations which shall have accrued prior to the date of termination.

12. **Confidentiality.** The parties agree to keep confidential the terms of this Agreement, as well as all data, summaries, reports or other information acquired from the other party's personnel or files, and will not disclose any such information to third parties without the prior written consent of the other party.

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 written above.

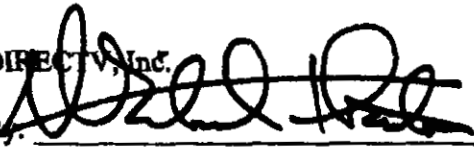
NGC Network US, LLC

By: 

Name: Michael Hopkins

Title: SVP

DIRECTV, Inc.

By: 

Name: Michael Thornton

Title: Senior Vice President

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ORIGINAL

**DIRECTV/JETBLUE PARTNERSHIP
PROGRAMMER COMPENSATION OFFER**

Service(s): National Geographic, FX, and Fox Movie Channel

Compensation Calculation:

Participating Airline(s): JetBlue

Effective date: January 1, 2005

Please check the appropriate box below regarding the programmer compensation offer as described above, sign in the space indicated below and return this form to DIRECTV by November 30, 2004.

If a form is not received by the deadline, we will assume you have elected to decline the offer.

I accept the above compensation offer I decline the above compensation offer

Acknowledged and accepted by:

FOX CABLE NETWORKS

By: Michael Hople

Name: Michael Hople

Title: SVP

Date: 3/16/05

Please return this form to:

Patricia Ishimoto
Director, Programming Acquisitions
DIRECTV
2230 East Imperial Hwy
El Segundo, CA 90245

NC.III.B 0198

AMENDMENT

This Amendment (this "Amendment") is entered into as of this December __, 2005, with an effective date of January 1, 2006 ("Amendment Effective Date"), by and between Satelites de Puerto Rico, Ltd. ("Affiliate") on the one hand, and NGC Network Latin America, LLC ("Service Provider") on the other hand, concerning Affiliate's carriage of the Service Provider's television channel currently known as The National Geographic Channel (the "Channel").

RECITALS

A. Service Provider and Affiliate have entered into that certain Affiliation Term Sheet dated as of August 9, 2004 (the "Agreement"); and

B. For good and valuable consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Affiliate hereby agree to modify and amend the Agreement as follows:

1. GENERAL.

1.1 Definitions. Capitalized terms used in this Amendment but not defined herein shall have the meanings given to such terms in the Agreement.

1.2 Effect of Amendment; Amendment Effective Date. This Amendment amends certain provisions of the Agreement. To the extent that there are any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall govern.

~~This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Agreement. Except as otherwise expressly provided in this Amendment, the provisions of the Agreement shall remain in full force and effect. Unless a provision specifically provides otherwise, the terms and conditions of this Amendment shall be effective as of the Amendment Effective Date. Upon termination of the Agreement, this Amendment shall also terminate and be of no further force or effect.~~

2. AMENDMENTS.

Section 2 of the Agreement shall be deleted in its entirety and replaced with the following sentence:

"Term shall mean the time period starting on

3. **BINDING COMMITMENTS OF THE PARTIES; EXECUTION.** The provisions of this Amendment shall constitute binding commitments and agreements on the part of both Service Provider and Affiliate immediately upon execution of this

Amendment by both Service Provider and Affiliate and shall be effective as of the Amendment Effective Date. This Amendment may be executed in counterparts, which as combined, shall be fully binding and effective. Further, this Amendment may also be executed by facsimile signatures which facsimile signatures shall also be binding and effective.

IN WITNESS WHEREOF, The parties hereto have executed this Amendment as of the date first written above.

SATELITES DE PUERTO RICO, LTD.

NGC NETWORK LATIN AMERICA, LLC.


By: _____
Name: _____
Title: _____


By: 
Name: **HERNAN LOPEZ**
Title: **Director**
NGC Network Latin America, LLC.

AFFILIATION TERM SHEET
PUERTO RICO

This Affiliation Term Sheet (the "Term Sheet"), dated as of August 9, 2004, sets forth the basic terms of agreement between Satelites de Puerto Rico, Ltd. ("Affiliate"), on the one hand, and NGC Network Latin America, LLC ("Service Provider"), on the other hand, concerning Affiliate's carriage of the Service Provider's television channel currently known as The National Geographic Channel (the "Channel").

1. Distribution: The Service Provider grants and Affiliate accepts the right and obligation to exhibit and distribute the Channel in the Spanish language via direct-to-home ("DTH") satellite television during the Term (defined below) throughout the Territory (defined below) in accordance with the terms set forth herein, the Channel shall be distributed to

- 
- (a) Delivery of Channels; Equipment. The Service Providers shall provide the Channel to Affiliate, in accordance with the terms and conditions set forth in this Term Sheet,

- 
-
2. "Term" shall mean
 3. "Territory" shall mean Puerto Rico and
 4. Launch Date: Affiliate shall launch the Channel throughout the Territory on or before
 5. Monthly Fee: Affiliate shall pay to Service Providers a sum for each month during the Term (the "Monthly Fee") equal to (a) the product of the applicable Subscriber Price set forth in Exhibit B

EXECUTION COPY

(which Exhibit is made part of this Term Sheet) multiplied by

6. "Bulk Subscribers" shall include recipients of the Channel within the Territory (whose reception is authorized by Affiliate (or any affiliated or successor company of Affiliate)) who are charged a special rate (e.g., commercial rate, bulk rate or group rate), including

to Service Providers for Bulk Subscribers

The monthly fee paid by Affiliate shall be an amount equal to



7. "Residential DTH Subscribers" means residential subscribers authorized to receive via DTH reception within the Territory television program service(s) distributed by Affiliate
-



8. Payment:

(a) Monthly Fee payments shall be made by Affiliate Provider's designee

to Service

EXECUTION COPY

(b) Monthly Fees paid shall be paid

(c)

(d)

(e)



9. Advertising:



(a)

(b) Service Provider shall make available to Affiliate per hour of time on The National Geographic Channel which time may be used by Affiliate (or its respective affiliate) for promotional, cross-promotional and commercial purposes (i.e., for sale to third parties for revenues and all revenues generated therefrom shall be for the sole account of Affiliate or its affiliate, as applicable) (the "Puerto Rico Avails").

(c)

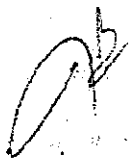
EXECUTION COPY

(d) The Service Provider hereby agree that Affiliate shall be able to distribute and use any of the Puerto Rico Avails for distribution in Puerto Rico

... provided that Affiliate shall be fully and exclusively responsible for any and all claims, costs, damages or expenses resulting from distribution of the Puerto Rico Avails by Affiliate (or its assignees) and agrees to indemnify, defend and hold harmless Service Provider, its shareholders, subsidiaries, affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, licensees and assigns (the "Service Provider Indemnified Parties") from and against (and shall pay as incurred) any and all claims, costs, damages or expenses incurred by, or threatened, imposed or filed against, any Service Provider Indemnified Party resulting from the distribution of the Puerto Rico Avails by Affiliate.

10.

11.




~~12. Monthly Subscriber Reports and Audits: No later than~~

Affiliate shall deliver to Service Provider a report that includes




EXECUTION COPY

13. Choice of Law; Jurisdiction: This Term Sheet 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 Term Sheet 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. 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.
14. Termination; Breach: In addition to their other rights and remedies at law or in equity, hereunder or otherwise, either party may, by notifying the other party in writing, terminate this Term Sheet and thereby terminate the Term as to the Channel, if the other party breaches any of its obligations, representations or warranties hereunder and, if capable of remedy, fails to cure such breach to such party's satisfaction within _____ days after receiving written notice thereof.



14.1 Representations and Warranties. Each of the parties hereto represents and warrants that (i) the execution and performance of this Term Sheet will not result in a breach of or constitute a default under any of its contractual obligations, (ii) it has full power and authority to enter into and perform this Term Sheet, (iii) performance by each such party under this Term Sheet will not infringe or violate the rights of any third party or any law, and (iv) this Term Sheet has been duly authorized, executed and delivered by such party making this ~~representation and constitutes a valid and legally binding agreement enforceable in~~ accordance with its terms.



14.2 Indemnification. Each party shall indemnify and hold the other party and its affiliates and their respective employees, officers, agents, attorneys, stockholders and directors, and their respective successors, licensees and assigns ("Indemnified Party") harmless from and against (and shall pay as incurred) any and all claims, proceedings, actions, damages, costs, expenses and other liabilities and losses (whether under a theory of strict liability, or otherwise) of whatsoever kind or nature incurred by, or threatened, imposed or filed against, any Indemnified Party caused by any breach (or, with respect to third party claims, alleged breach) by the indemnifying party of any representation, material term, or agreement hereunder.

14.3 LIMITATION ON LIABILITY:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS TERM SHEET FOR ANY CAUSE WHATSOEVER.
- B. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY BOTH PARTIES.

EXECUTION COPY

- C. IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS AND/OR ESTIMATES BY THE PARTIES HERETO (OR BY ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR RELATED PARTIES) BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY SUCH PARTY.

The terms of Section 14 shall survive termination of this Term Sheet.

15. Service: The license granted herein is limited to the geographic boundaries of the Territory. Except as set forth herein, Affiliate shall not distribute, and will not knowingly authorize the distribution of, the Channel to any third party or to any location outside the geographic boundaries of the Territory without Service Provider's express written consent.

Subject to Section 9 above, Affiliate shall distribute the Channel in its entirety at the time transmitted by the Service Provider without alteration, editing, delay, interruption, deletion or addition of any nature whatsoever.

16. Confidentiality: This Term Sheet and any correspondence and discussions conducted in connection therewith (including any Reports delivered by Affiliate hereunder) shall remain at all times confidential. Notwithstanding this Section 16, either party shall have the right to disclose such information to their respective employees, officers and directors (all as needed to perform its obligations hereunder), advisors, potential investors, insurers and financing entities (provided that such persons agree to be bound by the terms of this Section 16), and, in the case of Affiliate, to its local operators and advisors of the official unsecured creditor's committee of Affiliate.

17. Assignment: This Term Sheet shall inure to the benefit of and be binding on the respective assigns, transferees and successors of the parties hereto; provided, however, that this Term Sheet may not be assigned by any party (including by law) without the prior written consent of the other party except as set forth in this Section. Either party may assign this Term Sheet, including its rights and obligations hereunder, without the approval of the other party (i) in the event of a corporate restructuring, merger, acquisition, sale or reorganization by such party or its parent entity, or (ii) to entities under common control or ownership provided, however, that with respect to (i) through (ii) all terms of this Term Sheet shall be fully binding upon the assignee. Furthermore, either party may assign this Term Sheet, including its rights and obligations hereunder, to a third party upon the written consent of the other party, which consent shall not be unreasonably withheld, and provided that the assignor remains liable for the performance of such third party in accordance with all terms of this Term Sheet. The assigning party shall provide the other party with reasonable prior written notice of any such assignment.

20. Force Majeure. The Service Provider shall not be liable to Affiliate for failure to supply any

EXECUTION COPY

programming or any part thereof, nor shall Affiliate or be liable to the Service Provider, nor shall any party be in breach of this Term Sheet, for failure to carry any such programming or any part thereof, by reason of any act of God, labor dispute, failure or breakdown of satellite or other equipment or facilities not under the reasonable control of the respective party, legal enactment, governmental order or regulation or any other similar cause (excluding financial inability) beyond their respective control ("**Force Majeure Event**").
failure to deliver the Channel to Affiliate or a failure by Affiliate to carry the Channel as required

21.

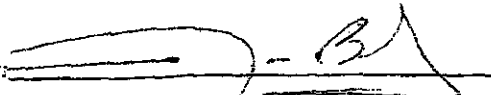
22. Effect of this Term Sheet: Affiliate and Service Provider agree to negotiate in good faith and execute long form affiliation agreements

incorporating the terms set forth herein. In the absence of such agreement(s), this Term Sheet shall operate as the agreement between the parties with respect to the subject matter hereof.

23. Counterparts. This Term Sheet 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 Term Sheet shall also be binding upon the faxing by each party of an executed signature page thereof to the other party.

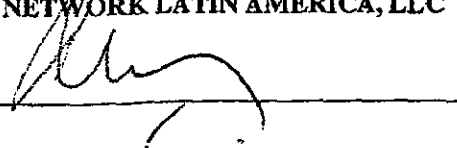
ACKNOWLEDGED AND AGREED:

SATELITES DE PUERTO RICO, LTD.

By: 

Its: VP MARKETING & SALES

NGC NETWORK LATIN AMERICA, LLC

By: 

Its:

EXECUTION COPY

EXHIBIT A



REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

June 22, 2007

Derek Chang
DIRECTV, INC.
2230 East Imperial Highway
El Segundo, California

Re: Amendment to Affiliation Agreement for *FSN Florida* and *FSN Ohio*

Dear Derek:

We refer to that certain Affiliation Agreement for DTH Satellite Exhibition of Cable Network Programming dated as of December 21, 2004 (as amended from time to time, the "Affiliation Agreement"), by and among Fox Sports Direct ("FSD"), a division of ARC Holding, Ltd., as successor to SportsChannel Cincinnati Associates, SportsChannel Ohio Associates and SportsChannel Florida Associates, 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 Affiliation Agreement.

FSD and DIRECTV hereby agree, effective as of _____ (the "Effective Date"), to amend the Affiliation Agreement as follows:

~~1. The following sentence shall be added at the end of Section 2.3.1.~~

2.

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 amended or supplemented by this

DIRECTV, INC.
Page 2

letter agreement. Except as specifically amended in this letter agreement, (i) the 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 the 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.

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.

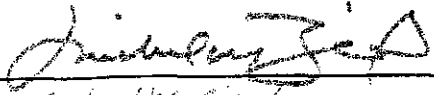
Very truly yours,


Agreed and Accepted By:

Agreed and Accepted by:

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

DIRECTV, INC.

By: 
Name: Michael W. Clark
Title: SVP

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

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

June 22, 2007

Derek Chang
DIRECTV, INC.
2230 East Imperial Highway
El Segundo, California

Re: Amendments to DIRECTV/Fox Term Sheet

Dear Derek:

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. The following sentence shall be added at the end of Section 1(c)(iii):

"DIRECTV shall, _____, (A) launch and distribute _____ within the following _____ regions (the "Additional Zip Codes"); _____; and (B) launch and distribute _____ within the following _____ regions (the "Additional Zip Codes," and together with the Additional "Extra Zip Codes"); _____ the monthly base rate per residential subscriber for distribution of _____ will equal _____"

2. The following sentence shall be added at the end of Section 1(j)(ii):

3. The following sentence shall be added at the end of Section 8 of Exhibit A to the Term Sheet:

DIRECTV, INC.
Page 2

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.

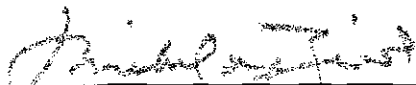
This letter agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

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: Michael W. Carver
Title: SVP

Agreed and Accepted by:

DIRECTV, INC.

By: 
Name: DAN HARTMAN
Title: Sr. Vice President
Programming Acquisitions

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

June 22, 2007

Derek Chang
DirecTV, Inc.
2230 East Imperial Highway
El Segundo, California

Re: Carriage of *SportSouth*

Dear Derek:

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 desire to incorporate DIRECTV's carriage of *SportSouth* into the Term Sheet

In consideration of the mutual promises set forth in this letter agreement,

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

1. The second sentence of Section 1 is deleted and replaced with the following:

"RSNs" mean , *FSN Arizona, FSN Detroit, FSN Midwest, FSN North, FSN Northwest, FSN Pittsburgh, FSN Rocky Mountain, FSN South, FSN Southwest, FSN West, FSN West 2 ("West 2"), SportSouth ("SportSouth") and Sunshine Network.*"

2. The first sentence of Section 1(a) is deleted and replaced with the following:

"The term (the "RSN Term") will commence on the Effective Date and will end on

3. The following sentence shall be added at the end of Section 1(b):

4. The first sentence of Section 1(c)(i) is deleted and replaced with the following:

"The base rate for SportSouth
each of the RSNs
clause (i) will be effective from

is set forth in the table below. For
the base rates for such RSNs set forth below in this

5. The heading in the first table in Section 1(c)(i) is deleted and replaced with

6. The following table shall be added at the end of Section 1(c)(i):

7. Clause (B) of Section 1(f) is deleted and replaced with the following:

8. The following new clause (v) shall be added at the end of Section 1(i):

“(v) SportSouth. SportSouth shall consist of a twenty-four (24) hour per day advertiser-supported, professionally produced, satellite-delivered, video programming television service in the English language and shall include a mix of live regular season games of the Atlanta Braves, Atlanta Hawks, and Atlanta Thrashers.

9. The last sentence of Section 1(k) is deleted and replaced with the following:

10. The following clause (f) shall be inserted after Section (e) of Exhibit B to the Term Sheet:

11. The territory in which SportSouth shall be considered an In-Market RSN is described by the zip codes listed on Schedule 1 attached hereto,

DirecTV, Inc.
Page 5

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.

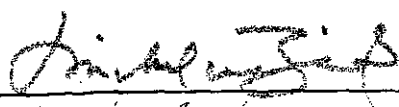
Very truly yours,


Agreed and Accepted By:

Agreed and Accepted by:

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

DIRECTV, INC.

By: 
Name: Michael W. Beard
Title: SVP

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

SCHEDULE 1
RSN Territory Zip Codes

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 (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

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 of the date of such expiration or termination.

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 each of: (i) the as part of the distribution of *FSN West* :