

; and (ii) the \_\_\_\_\_ as part of the distribution of *FSN Midwest*

The \_\_\_\_\_ is deemed to be part of *FSN West*, and Network's delivery and Affiliate's distribution of the \_\_\_\_\_ as part of such RSN \_\_\_\_\_ will comply with the Affiliation Agreement. The \_\_\_\_\_ is deemed to be part of *FSN Midwest*, and Network's delivery and Affiliate's distribution of the \_\_\_\_\_ as part of such RSN \_\_\_\_\_ 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

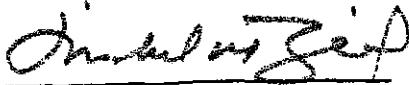
and will be binding upon the parties.


[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.

DIRECTV, INC.

By:   
Name: Michael W. Blood  
Title: SVP

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

SCHEDULE A

















REDACTED  
FOR PUBLIC INSPECTION

FULLY EXECUTED

### 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 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 services currently known as *FSN Florida* ("FSN Florida") and *FSN Cincinnati* ("FSN Cincinnati") and together with *FSN Florida*, each a "Service" and collectively the "Services") 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 and Affiliate have entered into the *DIRECTV/Fox Term Sheet* dated as of October 1, 2004 (as amended from time to time, the "Term Sheet"). Pursuant to the *Term Sheet*, Affiliate distributes the programming service currently known as "*Sun Sports*" ("Sun Sports") to its subscribers.
- C. Network has acquired the right to distribute Additional Events that are not otherwise available as part of the *Services*.
- D. 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 *Services* 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:
  - (i) any event that is not otherwise available as part of the *Services*; 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.
2. **TERM.** This Addendum will commence on the *Effective Date* and will automatically terminate on the earlier of (i) the *Effective Date* 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 applicable Service

The games comprising \_\_\_\_\_ are deemed to be part of FSN Florida \_\_\_\_\_, and Network's delivery \_\_\_\_\_ and Affiliate's distribution of the games comprising the \_\_\_\_\_ will comply with this Addendum and the Affiliation Agreement, as applicable. The games comprising \_\_\_\_\_ are deemed to be part of FSN Cincinnati and Network's delivery and Affiliate's distribution of the games comprising \_\_\_\_\_ will comply with this Addendum and the Affiliation Agreement.

4. **SURCHARGE FEES.** For the \_\_\_\_\_ MLB season, Affiliate will pay to Network a license fee for the Additional Events (the "Surcharge Fee"),

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.

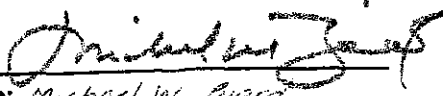
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IN WITNESS WHEREOF, each of Network and Affiliate has executed this Addendum as of the Effective Date by its duly authorized representative.

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

DIRECTV, INC.

By:   
Name: Michael W. Buser  
Title: SVP

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

SCHEDULE A

















**REDACTED**  
**FOR PUBLIC INSPECTION**

AFFILIATION AGREEMENT  
FOR DBS SATELLITE EXHIBITION  
OF PROGRAMMING

"FOX NEWS CHANNEL"

DIRECTV, INC.

and

FOX NEWS NETWORK, L.L.C.

NC.III.B 0243



EXECUTION

AFFILIATION AGREEMENT  
FOR DBS SATELLITE EXHIBITION  
OF PROGRAMMING

AGREEMENT, made as of this 1st day of October, 1996, by and between Fox News Network, L.L.C., a Delaware limited liability company ("Programmer") with offices at 1211 Avenue of the Americas, 2nd Floor, New York, New York 10036, and DIRECTV, INC., a California corporation with offices at 2230 East Imperial Highway, El Segundo, California 90245 ("Affiliate").

WHEREAS:

A. Affiliate has established a direct broadcast service ("DBS") satellite-based television system in North America;

B. Affiliate desires to obtain the rights to distribute "Fox News Channel" (the "Service," as defined in Section 1(b) below) via the DBS Distribution System (as defined in Section 1(a) below) in the United States and Canada (the "Territory"); and

C. Affiliate is a party to that certain DBS Distribution Agreement, dated April 10, 1992, as amended, with the National Rural Telecommunications Cooperative ("NRTC") for the distribution to subscribers in certain counties and zip codes in the United States of programming via the DBS Distribution System.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

(a) Distribution; Certain Definitions. Programmer hereby grants to Affiliate (which as used for all purposes in this Agreement shall mean DIRECTV and/or its designees, including, without limitation, NRTC and/or its members) the nonexclusive right to distribute the Service to DIRECTV Subscribers in the Territory via the DBS Distribution System during the Term (as defined in Section 6(a) below) hereof. The term "DBS Distribution System" shall mean the distribution system for video or programming services (including, without limitation, programming services) whereby the programming satellite signal or feed is received from Programmer's transponder source by a DIRECTV turnaround earth-station facility which compresses and processes the signal or feed and then uplinks it at one of the DIRECTV Frequencies on a DBS communications satellite (a "DBS Satellite") for transmission to DIRECTV Subscribers. "DIRECTV Frequencies" shall mean the DBS operating frequencies associated with an orbital location or locations, for which DIRECTV Enterprises, Inc., an Affiliated Company of Affiliate, is the Federal Communications Commission ("FCC")-authorized permittee. "DIRECTV Subscribers" shall mean those customers (both residential and non-residential) authorized by Affiliate to receive DBS service via the DBS Distribution System. "Service Subscribers" are DIRECTV Subscribers who are authorized to receive the Service.