forth on Exhibit C attached hereto (or any successor horse racetracks provided such successor racetrack is substantially comparable in prominence (including such factors as the total amount of wagering handle conducted in connection with such racetrack) as the racetrack that it replaces, but at a minimum shall include the following seven (7) racetracks: Belmont (NYRA); Saratoga (NYRA); the Aqueduct (NYRA); Churchill Downs, Louisville; Hollywood Park, Los Angeles; Del Mar, San Diego; the Pimlico, Baltimore). Notwithstanding the foregoing, Programmer may replace the Pimlico with either Keeneland in Lexington, Kentucky or Arlington in Chicago, Illinois. "Account Wagering" shall mean wagering activities from a location outside of the track or off-track betting facility without being physically present at such facility/track available through platforms (currently, the Internet and telephone systems) offered to consumers who open wagering accounts with Programmer or its authorized agents and who agree to the terms and conditions applicable to such wagering accounts. The establishment of an Account Wagering account allows such consumers to place wagers with one or more remote centers (known as "Wagering Hubs") established for the purpose of accepting such wagers through Account Wagering platforms. During the Term, Programmer shall offer Account Wagering to Service Subscribers for the Racetracks. Programmer represents and warrants that in connection with its distribution of the horse races of the Racetracks via any technology, such distribution will be primarily as part of the Service to be carried as a national television service.

(iii) The Service shall be delivered to Affiliate in its entirety, meaning that the programming on the Service, as received by any Service Subscriber at a given point in time, shall be the same as the programming received by all other subscribers to the Service at such point in time.

(iv) All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between Programmer and Affiliate, remain vested in Programmer.

(v) Programmer and Affiliate agree that "Infomercials," defined as program-length direct sales commercials or programming, including, but not limited to, "sponsor-owned promotional programming," shall not comprise more than seventy-seven (77) hours of programming of the Service in each week and shall relate only to family-oriented issues and products. Notwithstanding the foregoing, if the total number of subscribers to the Service of all Other Distributors and DIRECTV combined exceeds 20 million, then the total number of Infomercials contained in the Service shall not comprise more than fifty-six (56) hours of programming of the Service in each week (Programmer shall give Affiliate prompt written notice of reaching such amount of Service subscribers). Anything herein to the contrary notwithstanding, Infomercials shall not be broadcast during 12:00 p.m. and 1:00 a.m. on Monday, Wednesday through Saturday and during 12:00 p.m. and 12:00 a.m. on Tuesday and Sunday (Eastern Time Zone). If any Other Distributor inserts substitute commercial programming in lieu of such Infomercials, then Affiliate shall be entitled to the same amount of such insertion.

(vi) Affiliate is authorized to distribute the Service using satellite master antenna television system ("SMATV") operators (including telephone companies and similar service providers) that serve multiple dwelling unit ("MDU") buildings or complexes or commercial or business establishments with multiple television viewing sites to subdistribute the Service in the Territory via such SMATV systems directly to end users within such buildings or establishments.

(vii) Programmer shall not propose or impose upon Affiliate, nor shall Affiliate be obligated to pay, any surcharge or other cost (other than the License Fees provided for in Section 2 hereof) for receipt and distribution of the Service.

(c) Other Distribution Obligations. In addition, the parties agree as follows:

(i) Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, alterations, interruptions, deletions or additions (excepting

Programmer acknowledges that the DBS Distribution System requires and applies digital compression and encryption processes prior to transmission and decryption and decompression processes upon reception and agrees that such processing does not constitute an alteration and/or other modification of the Service. Programmer shall fully encrypt the satellite signal of the Service utilizing encryption technology commonly used in the satellite distribution industry.

(ii) Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (or, at Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers"). In connection with the foregoing, Programmer shall, at its sole cost and expense, provide Affiliate with two receivers and decoders for the Service for each of the Broadcast Centers. Programmer shall have in place appropriate back-up transponder space on a second domestic communications satellite, or shall reserve back-up fiber link to the Broadcast Centers, such that in the event of a failure of the first satellite or fiber link, delivery of the Service to Affiliate shall not be interrupted or discontinued. As of the Service Commencement Date (defined in Section 7(a)), the feed of the Service shall be delivered from C4, transponder 14. In the event Programmer seeks to change the primary delivery mechanism from which the Service is delivered at any during the Term, Programmer shall provide Affiliate with not less than ninety (90) days' prior written notice of such proposed change and, in the event Affiliate approves such proposed change, Programmer shall provide Affiliate with the necessary equipment required to receive the Service, via the new delivery method.

(iii) Programmer and Affiliate shall use their respective commercially reasonable efforts to maintain for the Service a high quality of signal transmission in accordance with their respective technical standards and procedures. Programmer agrees to include closed-captioning and/or narrative audio of the audio portion of the Service as delivered by Programmer to Affiliate in a manner sufficient to allow Affiliate to comply with any closed-captioning and/or narrative audio obligations as may be imposed upon Affiliate or Programmer by FCC (or other governmental) rules and regulations during the Term, as modified from time to time. Other than as required pursuant to the immediately preceding sentence, Affiliate shall have no liability in connection with Programmer's failure to prepare, insert or include closed-captioning and/or narrative audio in the Service as required by this Section 1(c) (iii). Accordingly Programmer shall indemnify, defend and hold harmless Affiliate, as provided in Section 8 hereof, against and from any and all losses, liabilities, claims, costs (including without limitation, any costs of preparing and including closed-captioning and/or narrative audio in the Service), damages and expenses, including without limitation, fines, forfeitures, attorneys' fees, disbursements and court or administrative costs, arising out of Programmer's breach of this Section 1(c).

(d) Program Guide. During the Term, Programmer, at its sole cost and expense, shall provide the daily programming schedule for the Service (including any Infomercials contained therein) to Tribune Media Service in order that Affiliate may access the program schedule for purposes on the on-screen program guide.

(e) VBI. Affiliate represents that Affiliate's DBS Distribution System does not currently retransmit any data or information contained in the VBI of the analog signal except line 21, fields 1 and 2, and only carries a single mono secondary audio program provided that such secondary audio is programmed twenty-four (24) hours per day/seven (7) days per week ("SAP"). Accordingly, in no event shall Affiliate be obligated to transmit more than the primary video and a single stereo pair of primary audio programs to be associated with the analog signal, a single mono SAP associated with the analog signal, and line 21, fields 1 and 2 of the VBI. Programmer reserves and retains all rights in and to all signal distribution capacity contained within the bandwidth of the Service, including without limitation, the VBI and audio subcarriers from its transmission point to the point of reception by Affiliate. Affiliate retains and reserves any and all rights in and to, and may use in its sole discretion, all signal distribution capacity contained within the bandwidth of the Signal, including, without limitation, the VBI and audio subcarriers, from the point of reception by Affiliate to the Service Subscribers in the Territory.

(f) New Service. Programmer agrees that it will not use the Service to nest or incubate another cable television programming service within the Service, nor will it "clone" the Service into a second cable television programming service by migrating programming from the Service to any such second service which is distributed by Programmer in the Territory unless Programmer provides any such second cable television programming service to Affiliate without requiring the payment of additional License Fees and Affiliate agrees to carry such second service.

(g) Change of Satellite. In the event Programmer either (i) changes the satellite to which the Service is transmitted to a satellite or other transmission medium not susceptible to viewing or utilization by Affiliate's then-existing earth station equipment without affecting the receipt of the signals of any other programming or other services then received (or committed to be received) by such Affiliate, (ii) changes the technology used by Programmer to encrypt the Service to a technology not compatible with Affiliate's then-existing descrambling equipment, or (iii) compresses, digitizes or otherwise modifies the signal of the Service in such a manner that it cannot be received or utilized by Affiliate, then Affiliate shall have the right to discontinue carriage of the Service (subject to a ten (10) day cure period); provided that this right of discontinuance and deletion shall not apply to Affiliate if Programmer agrees to promptly reimburse Affiliate for (I) the cost to acquire and install equipment necessary for Affiliate to receive the signal of the Service from such new satellite or other transmission medium, and/or (II) the cost to acquire and install equipment necessary for Affiliate to descramble, receive and/or utilize the signal of the Service; Programmer agrees to provide Affiliate with at least one hundred twenty (120) days' prior written notice of a satellite or technology change as set forth in subsections (i) through (iii) above.

(h) On-Screen Logos. Subject to Programmer's prior written approval, which shall not be unreasonably delayed, conditioned or withheld, Affiliate may superimpose a visual "bug" in a corner of the screen containing the "DIRECTV" logo over the programming of the Service.

2. Reports and Payments.

(a) Reports; Payments; Audit Rights. Regardless of whether Affiliate is required to pay Programmer the License Fee hereunder, within forty-five (45) days after the end of each calendar month during the Term, Affiliate shall furnish Programmer a statement containing the number of Service Subscribers, as calculated by Affiliate as the average of the total number of Service Subscribers on the first and last day of the applicable month (the "Monthly Subscriber Level") together with payment of the License Fees (if any) in respect of such Service Subscribers, calculated pursuant to Section 2(b). Programmer shall accord confidential treatment to any information contained in the aforementioned statement in accordance with Section 15. At Programmer's request, Affiliate shall permit Programmer's representatives to review, during the Term (no more than once each calendar year) and for one (1) year after the end of the Term and on a one-time basis, such DIRECTV Subscriber records as required for the sole purpose of verifying only statements that cover periods during which Affiliate paid Programmer License Fees. Such review shall be at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices. Any third party auditors retained by Programmer shall be a certified public accountant (subject to Affiliate's reasonable approval). Such review shall be conducted during reasonable business hours and in such manner as not to interfere with Affiliate's normal business activities and shall not continue for more than seven (7) consecutive days. Programmer shall not have the right to examine or inquire into any matters or items which are embraced by or contained in any such statement after the expiration of eighteen (18) months from and after the date of mailing of

such statement, and such statement shall be final and conclusive upon Programmer upon the expiration of such eighteen (18) month period notwithstanding that the matters or items embraced by or contained therein may later be contained or referred to in a cumulative statement pertaining to more than one accounting period. Such cumulative statement shall not be subject to audit by Programmer to the extent the material contained therein was first reflected on a statement submitted more than eighteen (18) months prior to the date of mailing of such cumulative statement. Programmer shall be forever barred from maintaining or instituting any action or proceeding based upon, or in anyway relating to, any matters that are embraced by or reflected on any statement rendered hereunder, or the accuracy of any item appearing therein, unless written objection thereto shall have been delivered by Programmer to Affiliate within eighteen (18) months after the date of mailing of the statement on which such transaction or items was first reflected and unless such action or proceeding is commenced within eighteen (18) months after delivery of such written objection. Programmer may not commence a new audit until all prior audits have been closed (i.e., after such closure is confirmed in writing by Programmer) and the results have been presented to Affiliate. If Programmer shall audit Affiliate's books and records, then Programmer shall, within sixty (60) days of the conclusion of such audit, inform Affiliate in writing of any claim resulting therefrom (including a true copy of any third party audit, and, except for the claims set forth in such notice, all statements rendered by Affiliate with respect to the period covered by such audit shall be conclusive and binding on the parties and not subject to further audit. The information derived from and the process of such review shall be subject to the confidentiality provisions of Section 15, and any third party auditor shall be required to acknowledge in writing its agreement to such confidentiality provisions. Any audit conducted under this Section 2(a) shall be at Programmer's sole cost and expense, except that if such audit reveals an underpayment in excess of five percent (5%) and such finding is not subject to the bona fide dispute of Affiliate, then Affiliate shall promptly reimburse Programmer for its reasonable, actual, third party costs of such audit.

(b) License Fees.

(i) Subject to Section 2(b)(ii) below, as full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, on a monthly basis, for each Service Subscriber receiving the Service from Affiliate for such month, a "License Fee" equal

(ii) Notwithstanding anything to the contrary herein (but subject to Section 2(b)(iii) below), during the period in which the Service is the only Horseracing Network (as defined below) distributed by Affiliate via its DBS Distribution System ("Exclusive"), Affiliate shall not pay or owe Programmer any License Fees or other form of compensation in connection with Affiliate's rights under the Agreement. Affiliate shall provide 180 days prior written notice to Programmer of its distribution of another Horseracing Network. "Horseracing Network" shall mean a service that contains programming on a 24 hour/7 days a week basis and such programming is comprised of at least of live horse races and is focused primarily on horse racing, the service offers such programming to generate Account Wagering and the programmer

shall be entitled to some portion of such Account Wagering revenue (e.g. HRTV).

(iii) Notwithstanding anything to the contrary herein, Affiliate shall distribute the Service to at least rvice Subscribers ("Distribution Commitment"). Affiliate shall determine in good faith each month if Affiliate has met the Distribution Commitment. If Affiliate does not meet with the Distribution Commitment, then Affiliate shall provide Programmer with written notice that it intends to use commercially reasonable efforts to correct the shortfall and to re-achieve the Distribution Commitment and shall take such commercially reasonable actions to re-achieve the Distribution Commitment as expeditiously as possible, but not later than ninety (90) days after the end of the month in which the shortfall occurred (the "Grace Period"). If Affiliate re-achieves such Distribution Commitment within the Grace Period, the temporary shortfall below the Distribution Commitment shall not constitute a breach hereunder, but only to the extent of one (1) such shortfall each calendar year. Whether or not the Service is Exclusive, if the Distribution Commitment is not achieved by the end of the Grace Period, then Affiliate shall pay Programmer the License Fees equal to imes the sum of ess the number of Service Subscribers. Notwithstanding anything to the contrary herein, such payment shall be Programmer's sole and exclusive remedy hereunder or under law in connection with Affiliate's failure to satisfy the Distribution Commitment. By way of example and for the avoidance of doubt, if the Service is distributed on a non-exclusive basis to fewer than Service Subscribers, then Affiliate shall pay to Programmer on all Service Subscribers and on the difference between such Service Subscribers and

(c) Late or Non-Payments. Any amounts that are not subject to a bona fide dispute by Affiliate and not paid by Affiliate after (i) the date payment is due pursuant to the first sentence of Section 2(a) and (ii) ten (10) days after Affiliate's receipt of written notice from Programmer of such failure by Affiliate, shall accrue interest at the rate of per month compounded monthly or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid.

(e) Bulk Billing. Affiliate shall have the right to calculate License Fees with respect to the distribution of the Service to any location containing multiple sites such as rooms, units, seats, televisions, etc., at which the Service may be received at such multiple sites within the location, including, without limitation, hotels, motels, commercial office buildings, hospitals and other healthcare facilities, university dormitories, prisons, multiple dwelling facilities, commercial buses, ships, trains and oil rigs, bars and restaurants and similar commercial locations (each, a "Bulk-Rate Facility(ies)"), as follows: "Bulk Bill Service Subscribers" shall be included as Service Subscribers under Section 2(b) above, and such Bulk Bill Service Subscribers shall be calculated monthly by dividing Affiliate's total monthly revenues received (net of applicable taxes, refunds and rebates) from each account at Bulk-Rate Facilities attributable to the level of service received at the Bulk-Rate Facility including the Service, by the non-bulk bill prices of such level of service.

(f) Airline Distribution. Affiliate shall be entitled to distribute the Service to private aircraft at License Fees calculated according to this Agreement (i.e., based on the number of Service Subscribers attributed to such aircraft). Affiliate shall be entitled to distribute the Service to commercial aircraft on substantially the same financial terms and conditions as Affiliate distributes other basic cable network programming.

(g) Account Wagering Statement. Commencing six (6) months after the Service Commencement Date, within sixty (60) days after the end of each quarter, Programmer shall provide Affiliate with a statement (on a per state basis) for the applicable quarter of the total Account Wagering amount for Service Subscribers and the total number of Service Subscribers who participate in the Account Wagering.

3. Format for Service. Programmer shall make two (2) minutes per hour (on average per each day part (e.g. prime time, overnight, etc.)) available in the schedule of the Service (such available time defined as "Avails") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate, and shall provide Affiliate with reasonable advance notice thereof. The Avails provided by Programmer to Affiliate shall be no less favorable, in terms of the nature, use, scheduling, availability, length of the Avails and so forth, than those provided to any Other Distributor. Programmer represents that, as of the date hereof, the total amount of commercial announcement time on the Service (including the Commercial Time and the time allocated to Affiliate hereunder) is thirteen (13) minutes per hour. If the total amount of commercial announcement time on the Service (including time allocated to Affiliate hereunder) increases after the date hereof, the commercial announcement time made available to Affiliate shall increase by fifty percent (50%) of such increase and every increase thereafter (e.g. if Programmer increases the total amount of commercial announcement time on the Service by sixty (60) seconds, Affiliate will receive thirty (30) seconds of such additional commercial announcement time). Programmer shall properly "tone switch", using industry recognized equipment, via inaudible signals, all commercial announcement minutes to enable Affiliate to insert its commercial announcements. Affiliate shall insert its authorized commercial or other announcements only in the positions and at the times which Programmer designates via cue tones and without interruption of any program of the Service. Affiliate shall be solely responsible for all materials inserted by Affiliate within the Service, and, subject to Section 8, shall fully indemnify and hold Programmer harmless from and against any and all claims and costs arising out of or related to the content of Affiliate's Avails pursuant to this Section 3. Affiliate agrees that it shall not provide any commercial or other announcements which do not comply with applicable governmental codes or Programmer's reasonable policies and practices and, in each case, of which Affiliate has actual knowledge.

4. Marketing and Promotion.

(a) Packaging. Affiliate shall commence distribution of the Service over its DBS Distribution System for revenue-generating purposes (the "Service Commencement Date") by the later of: (A) the date that Programmer fully satisfies its obligations under Sections 1(b) and (c) above; or (B) April 7, 2003. On and after the Service Commencement Date, Affiliate shall maintain Service distribution throughout the Term in Affiliate's tier known as the "Sports Pack" (or any successor sports tier) ("Sports Pack")

pursuant and subject to the terms hereunder, provided that Sports Pack must be Affiliate's primary sports tier and contain at least fifteen (15) services. Affiliate shall not move the Service from Sports Pack to a lesser penetrated tier (excluding a successor tier to Sports Pack). Affiliate shall not offer the Service on an a-la-carte basis to residential subscribers except on a SMATV basis. For residential and non-residential subscribers, Affiliate may, in its sole discretion, in addition to Sports Pack, offer the Service in any other packages or tiers. For non-residential subscribers, Affiliate may offer the Service on an a-la-carte basis.

(b) Intentionally Deleted.

(c) Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for purposes of Affiliate's marketing of the Service. Programmer shall promptly provide Affiliate, upon the same terms as provided to any Other Distributor, with any and all promotional, marketing or other related or similar materials of (or related to) the Service which it produces or provides to such Other Distributor; and if Affiliate shall request additional materials, then Programmer shall promptly provide such materials to Affiliate and Affiliate shall reimburse Programmer for the actual, third-party costs thereof.

(d) Dealer Showroom Accounts. Affiliate shall be entitled to authorize agents authorized to sell Affiliate's programming services, including without limitation, consumer electronic equipment dealers, TVRO dealers, telephone companies, private cable companies, direct sales agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of satellite reception equipment and Affiliate's services, including the Service.

(e) VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for Affiliate's employees, key customers, vendors, and other similar parties to receive the Service.

(f) Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Service free of charge to Service Subscribers or potential Service Subscribers for one month or more and for three (3) separate free promotions, each not to exceed 72 hours), or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow Service Subscribers or potential Service Subscribers to receive the Service without charge for one month or more (all such promotions, "Free Promotions"). Affiliate shall not be obligated to pay any License Fees for Service Subscribers who are receiving such Free Promotions, during such Free Promotion with respect to each Service Subscriber.

(g) Interactive Programming. If Programmer provides any Other Distributor data and/or informational enhancements to the programming contained in or delivered along with the Service, as a continuous stream of information and data (or otherwise) and designed to augment the programming contained in the Service and/or in connection with Account Wagering ("Enhanced Video Content"), Programmer shall make the enhanced Video Content available to Affiliate on terms that are no less favorable than provided to any Other Distributor (but in no event shall Affiliate be required to pay any additional fees or costs). Programmer shall utilize "industry standard" technologies with respect to the delivery and reception of the Enhanced Video Content.

(h) Rights to Trademarks and Trade Names. Affiliate acknowledges that, as between Programmer and Affiliate, the names and marks "TVG," "TVG Network," and other such tradenames, logos, and trademarks or service marks as Programmer elects to use or associate with the Service, or any part thereof (collectively the "Licensed Marks") are, and shall at all times remain, the sole and exclusive property of Programmer. Affiliate is hereby granted a non-exclusive, non-transferable, non-assignable royalty free and license during the Term of this Agreement to use such Licensed Marks solely for the purpose of promoting the Service and the availability of the Service through Affiliate pursuant to the terms hereunder. Affiliate further acknowledges the value of the goodwill associated with the Licensed Marks, and agrees that any additional goodwill which may be created through Affiliate's use of the Licensed Marks shall inure to the sole benefit of Programmer. Affiliate shall not materially alter the form or style of the Licensed Marks (including any notices of ownership included therewith).

(i) Website Links. Programmer shall use commercially reasonable efforts to provide a "hot link" to Affiliate's web site.

(j) Programmer's Marketing Obligations.

(i) In order for Affiliate to market Sports Pack to the following customers, Programmer shall provide Affiliate, to the extent allowed by law, with access to potential customer databases from those it receives from programming suppliers (e.g. from the Racetracks) (Programmer shall use commercially reasonable efforts to obtain such customer databases).

(ii) Subject to Section 5(b)(vi), Programmer to provide Affiliate with equal mention (including prominence and frequency) in marketing materials on all national, regional and local advertising (e.g. print, on-air, on-line, etc.) (but excluding any co-op advertising with Other Distributors) as it provides any Other Distributor (e.g. if Programmer generically mentions cable, then it shall mention satellite; or if Programmer displays the name and logo of any Other Distributor, then Programmer shall display Affiliate's name and logo).

(iii) If Programmer provides any on-site marketing opportunities for promotion of any Other Distributor's platform or events from location of Programmer telecasts, including, without limitation, the Racetracks (e.g. insertions on racing forms, on-air spots inserted on closed-circuit) then it will provide the same opportunities to Affiliate pursuant to the same terms and conditions provided to the Other Distributor directly in connection with such opportunities.

(k) Affiliate's marketing obligations. During Affiliate's carriage of the Service, Affiliate shall use commercially reasonable efforts to promote and market Sports Pack in a similar manner and extent as it did prior to the Service Commencement Date.

5. Representations, Warranties and Covenants.

(a) By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

(i) is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto (as used herein, "Law" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order).;

(ii) has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

(iii) shall distribute the Service in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

(iv) shall (A) arrange and pay for reception of the Service (excluding any authorization fees) from the U.S. domestic communications satellite from time-to-time designated by Programmer to Affiliate with Affiliate's approval of such designation ("Programmer's U.S. Satellite"); and (B) acquire and maintain, at Affiliate's sole expense, any equipment, including, without limitation, backup or reserve descramblers, which may be necessary to decode and unscramble the signal(s) for the Service;

(v) shall not, without Programmer's consent, knowingly authorize or cause or knowingly permit any portion of the Service to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a videocassette recorder or other home or personal taping device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available;

(vi) shall not, without Programmer's prior written approval, use the

names, titles or logos of the Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, for any purpose other than in material intended to advise DIRECTV Subscribers or potential DIRECTV Subscribers of the availability and scheduling of the Service or as a channel identifier. The restrictions set forth in this Section 5(a)(vi) shall apply only to the extent they are applied by Programmer uniformly with respect to all of its distributors of the Service; and

(vii) has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(viii) the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms; and

(ix) the Local Avails inserted by Affiliate into the Service will not contain any material: (A) that is obscene or defamatory; or (B) that violates the rights of any party, including without limitation, contractual rights, intellectual property rights, the rights of privacy or publicity, copyright, trademarks, service marks, dramatic performance, musical performance, or musical synchronization, or literary right of any person or party, or any other applicable rule, regulation, or law.

(b) By Programmer. Programmer warrants, represents and covenants to Affiliate that:

(i) it is in compliance with and will comply with all Laws with respect to its rights and obligations under this Agreement, including without limitation, (A) all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all applicable regulations issued pursuant thereto; (B) the Interstate Horseracing Act of 1978 (15 U.S.C. §3001 – 3007), as amended; (C) the Federal Wire Communications Act (18 U.S.C. §1084), as amended (but only to the extent that it applies to Account Wagering, if at all); and (D) any applicable laws or regulations relating to horseracing gaming, wagering or gambling;

(ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

(iii) (A) the general quality and quantity of programming on the Service shall not materially change from that existing as of the date of this Agreement; (B) the quality of the programming shall be at least substantially similar to the quality of programming on other services contained in Sports Pack that exhibit live sporting events

(Affiliate acknowledges that, as of the date hereof, the quality of the Service currently satisfies the requirement of this clause (B)); and (C) the genre of programming shall not materially change from that described in Section 1(b) and existing on the date of this Agreement;

(iv) it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(v) it has secured and shall maintain all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Service, including, without limitation, obtaining or all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including without limitation, the right to use the names, titles or logos of the Service or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

(vi) it shall not, without Affiliates prior written approval, use the name or logo for "DIRECTV" or any other works owned or controlled by Affiliate (and its related companies);

(vii) as of the date hereof, the programming on the Service consists of and during the Term hereof such programming shall consist of, that programming described in Section 1(b); and

(viii) there are no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) affiliation, distribution or any other agreements, whether written or oral, granting to distributors and/or any other third party, person or entity any form or type of exclusive or other rights that would limit or restrict in any way Affiliate's rights to distribute the Service in the Territory; and

(ix) (A) it shall use commercially reasonable efforts to expand the number of states in which Programmer may offer Account Wagering; (B) it shall promptly notify Affiliate in writing upon such qualification; and (C) the states in which it is authorized to offer Account Wagering (the "Permitted States") are set forth in Exhibit B attached hereto;

(x) it shall use commercially reasonable efforts to expand the number of horse racetracks that will authorize Programmer to (A) offer Account Wagering in connection with such racetrack's horse races, and (B) exhibit the horse races from such horse racetracks as part of the Service;

(xi) in accordance with all applicable Laws, it has obtained all approvals and consents necessary to conduct Account Wagering in the states in which Programmer offers Account Wagering;

(xii) it has fully executed agreements with all necessary racing associations whose horse races are (A) exhibited as part of the Service, and (B) the subject of the Account Wagering; and

(xiii) The obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms.

6. Term; Termination.

(a) Term; Extension; Service Commencement Date. The term of this Agreement shall be

(b) Termination for Breach, Bankruptcy; Discontinuance of Business. This Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

(i) the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

(ii) the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

(iii) upon one-hundred and twenty (120) days prior written notice to the other party, (A) if Affiliate discontinues operation of the DBS Distribution System, or (B) Programmer discontinues operation and distribution of the Service; in either which case neither party shall have any further liability to the other except for any obligation or liability arising or occurring prior to such termination.

(c) Termination by Affiliate. Affiliate may terminate this Agreement upon sixty (60) days' prior written notice to Programmer:

(i) if Programmer has breached Section 5(b)(iii); or

(ii) if after the Service Commencement Date, Gemstar-TV Guide International, Inc. ("Gemstar") or any Affiliated Companies of Gemstar (collectively, "Gemstar") initiate any action or claim against Affiliate or any Affiliated Companies of Affiliate to enforce or relating to the patents of Gemstar or any Affiliated Companies of Gemstar.

(d) Intentionally deleted.

(e) License Fee Reduction. In addition to its remedies under Section 6(c) of this Agreement, Affiliate may receive credit against the License Fees in the proportion that the hours of programming each day materially deviates from the programming required in this Section 1(b), as determined by Affiliate in its sole discretion, bears to the total hours the Service is transmitted each day, such credit to be applied against the License Fees in any month.

(f) Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Service or perform its obligations hereunder if such failure is due to any failure or degradation in performance of Programmer's U.S. Satellite or the DBS Satellite(s) or transponders on such satellites (as applicable) or of the DBS Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided, however, that if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the DBS Distribution System or DBS Satellite and so notifies Programmer, then either party may terminate this Agreement effective upon written notice to the other party. The parties acknowledge and agree that although the Services may at any given time be uplinked to only one of several DBS Satellites, failure or degradation in any of such DBS Satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DBS Satellites, with such reduction including, without limitation, curtailment or termination of the distribution of the Service by Affiliate, at Affiliate's sole discretion. Accordingly, Programmer further acknowledges and agrees that the provisions set forth in the first sentence of this Section 6(d) shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or degradation of any of the DBS Satellites or the transponders on any such satellites, regardless of whether the satellite to which the Service is uplinked at the time of such failure

or degradation is itself the subject of such failure or degradation provided that Affiliate ceases to first distribute at least five (5) other programming services from its DBS Distribution System.

(g) Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth below in Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

(a) By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) Programmer's breach or alleged breach of any provision of this Agreement, (ii) material or programming supplied by Programmer pursuant to this Agreement including the Interactive Services), (iii) the distribution or cablecast of any programming of the Service which violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iv) Programmer's advertising and marketing of the Service, (v) out of Affiliate's exhibition or other distribution of the Service, including related Account Wagering activities, and (vi) any other materials, including advertising or promotional copy, supplied or permitted by Programmer. "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock or board control, provided the control must be actual) with such person or entity and any member, director, officer or employee of such person or entity.

(b) By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such subcontractors and distributors and such suppliers and

participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) Affiliate's breach or alleged breach of any provision of this Agreement, (ii) the distribution by Affiliate of the Service, including, without limitation, the insertion of Affiliate's commercial or other announcements, as permitted by Section 3 hereof and any insertions permitted pursuant to the provisions of Section 1(b)(v) hereof (except with respect to claims relating to the content of the Service for which Programmer is solely responsible pursuant to Section 8(a)(ii) and Section 8(a)(iii)), (iii) Affiliate's advertising and marketing of the Service (except with respect to such advertising and marketing materials or content supplied or approved by Programmer), and (iv) any other materials, including advertising or promotional copy, supplied or approved by Affiliate.

(c) Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

(1) *IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY* INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

(2) IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, REGARDING OR RELATED TO AFFILIATE'S DBS BUSINESS BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE.

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

	Gemstar-TV Guide International, Inc. 6922 Hollywood Boulevard 12th Floor Los Angeles, California 90028 Attention: Sr. V.P. Business/Legal Affairs Fax No.: (323) 817-4623
with a copy to:	TV Guide Networks, Inc. 7140 South Lewis Avenue Tulsa, Oklahoma 74136-5422 Attn: Legal Department Fax No.: (918) 499-6299
and a copy to:	TVG Network, 12421 West Olympic Boulevard, Los Angeles, CA 90094, Attn: President

Notice to Affiliate shall be provided as follows:

If by mail or facsimile:	DIRECTV, Inc. P.O. Box 92424 Los Angeles, California 90009 Attention: Senior Vice President, Programming Fax: (310) 535-5426 cc: General Counsel Fax: (310) 726-4991
If by overnight or personal delivery:	DIRECTV, Inc. 2230 East Imperial Highway El Segundo, California 90245 Attention: Senior Vice President, Programming cc: General Counsel

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. Subject to Section 8(d) above, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

11. Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, except that it may not be assigned by transfer, by operation of law or otherwise, without the prior written consent of the non-transferring party, which shall not be unreasonably withheld; provided, however, that either party may assign its rights and obligations under this Agreement, in whole (or for DIRECTV, in part (including without limitation, Affiliate's right to distribute the Service)) upon sixty (60) days prior written notice to the other party (i) to an Affiliated Company or to a successor entity to the party's business; (ii) to a third party as part of preparing to go or going public or as part of a merger, consolidation or sale of all or substantially all of the assets of the party or (iii) to a third party, provided the party hereunder remains primarily liable for the performance of such third party's obligations hereunder.

12. Laws of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be fully performed therein by residents of the State of California, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. The parties hereby agree that the jurisdiction of, or the venue of, any action brought by either party shall be in a state or federal district court sitting in the Los Angeles, California and both parties hereby agree to waive any right to contest such jurisdiction and venue.

13. Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (A) at the written direction of the other party; (B) to the extent necessary to comply with the law or the order of a court of competent

jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (C) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 15; (D) in order to enforce any of its rights pursuant to this Agreement; (E) to the NRTC, potential investors, insurers, financing entities and, in the case of Affiliate; provided, however, that such person described above agrees to be bound by the provisions of this Section 15; or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. Promptly after the Execution Date, the parties shall use their best reasonable efforts to agree upon a mutually acceptable press release with respect to the parties' general business relationship under this Agreement and to jointly issue and release such press release at a date mutually agreed upon. During the Term, neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which shall not be unreasonably delayed, conditioned or withheld.

16. Inadequacy of Money Damages. Programmer and Affiliate hereby acknowledge and agree that Affiliate's distribution and marketing of the Service pursuant to the terms and conditions contained herein are of the essence of this Agreement. Affiliate further acknowledges and agrees that such carriage and marketing requirements, subject to Force Majeure and other conditions of this Agreement, are special and unique, and that Programmer would not be adequately compensated by the payment of money damages in the event that Affiliate failed to comply with any of such requirements. Programmer further acknowledges and agrees that the grant of rights to Affiliate hereunder are special and unique, and that Affiliate would not be adequately compensated by the payment of money damages in the event that Programmer failed to comply with any of its obligations under this Agreement, including without limitation, providing access to any Service programming to Affiliate, as required hereunder.

17. Cessation of Program Distribution. If Affiliate determines that its provision of any Service programming violates any Law, then, following written notice to Programmer, Affiliate may cease distributing such programming to the extent, but only to the extent, necessary and for the time necessary, as reasonably determined by Affiliate, to prevent such violation of Law from continuing.

18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

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.

20. Taxes. Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, the operations of, Affiliate. Programmer shall pay and hold Affiliate harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, the operations of Programmer, including, without limitation, any and all Account Wagering.

21. Dispute Resolution and Arbitration.

(a) Initial Dispute Resolution Procedures. Any dispute or disagreement between Programmer and Affiliate arising out of this Agreement shall be resolved according to the following dispute resolution procedure: First, such dispute shall be addressed to each party's project manager (or equivalent level manager) for discussion and attempted resolution. If any such dispute cannot be resolved by such project managers within five (5) business days from the date that either party gives notice that such dispute or disagreement exists, then such dispute shall be immediately referred to the appropriate, respective vice presidents (or equivalent level person) for discussion and attempted resolution.

(b) Arbitration Procedures. Subject to Section 16 above, if a dispute cannot be resolved to the mutual satisfaction of both parties within five (5) business days (or such longer period as may be mutually agreed upon) after the second-tier referral described in Section 20(a), such dispute shall be referred to arbitration in Los Angeles, California before three arbitrators in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association, in effect on the date that notice of such dispute was originally given. The three arbitrators shall be appointed as follows: Each party shall select one arbitrator within fourteen (14) days after the commencement of the arbitration and, thereafter these two shall select the third and final arbitrator. If the two selected arbitrators cannot agree upon the third arbitrator within five (5) days of their selection, then the third and final arbitrator shall be selected by and according to the Arbitration Rules. Once appointed, the arbitrators shall appoint a time and place for a pre-hearing status conference not more than fourteen (14) days from the date of their appointment, and shall appoint a time and place for a final hearing not more than forty-five (45) days from the date of the status conference. The final hearing shall conclude no later than thirty (30) days after its commencement. The party that demands arbitration of the unresolved dispute or disagreement shall specify in writing the matter to be submitted to arbitration. The arbitrators shall render a single written decision setting forth an award and stating with reasonable detail the reasons for the decision reached. Any cash component of the award shall be payable in United States dollars through a bank in the United States. Each party shall bear its own cost of preparing for and presenting its case; and the cost of arbitration, including the fees, and expenses of the arbitrators will be shared equally by the parties.

(c) Enforcement. The arbitration award shall be final and binding upon

the parties and may be confirmed by the judgment of any court having appropriate jurisdiction, including without limitation California.

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

ODS TECHNOLOGIES, L.P.
D/B/A TVG NETWORK

By: _____
Name: RAY Hopkins
Title: EVP AFFILIATE SALES

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EXHIBIT A

PROGRAMMING SCHEDULE

ET	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	PT
12:00 am	The Quarters	Paid Programming	The Quarters	The Quarters	The Quarters	The Quarters	The Quarters	9:00 pm
12:30 am	The Quarters	Paid Programming	The Quarters	The Quarters	The Quarters	The Quarters	The Quarters	9:30 pm
1:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	The Quarters	The Quarters	10:00 pm
1:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	The Quarters	Paid Programming	10:30 pm
2:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	The Quarters	Paid Programming	11:00
2:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	11:30
3:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	12:00 am
3:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	12:30 am
4:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	1:00 am
4:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	1:30 am
5:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	2:00 am
5:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	2:30 am
6:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	3:00 am
6:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	3:30 am
7:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	4:00 am
7:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	4:30 am
8:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	5:00 am
8:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	5:30 am
9:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	6:00 am
9:30 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	6:30 am
10:00 am	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	7:00
10:30 am	Oakland Replay Show	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	7:30 am
11:00 am	Los Al Replay Show	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	8:00 am
11:30 am	Fair Grounds Replay Show	Fair Grounds Replay Show	Paid Programming	Paid Programming	Paid Programming	Paid Programming	Paid Programming	8:30 am
12:00 pm	Turfway Park Replay Show	Turfway Park Replay Show		Paid Programming	Paid Programming	Paid Programming	Paid Programming	9:00 am
12:30 pm	Starting Gate-Suffolk Downs	Starting Gate-Suffolk Downs	Starting Gate-Pimlico	Paid Programming	Paid Programming	Paid Programming	Paid Programming	9:30 am
1:00 pm	Starting Gate-Suffolk Downs	Starting Gate-Suffolk Downs	Starting Gate-Pimlico	Paid Programming	Paid Programming	Paid Programming	Paid Programming	10:00 am

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1:30 pm	Starting Gate-Suffolk Downs	Starting Gate-Suffolk Downs	Starting Gate-Pimlico	[illegible]	[illegible]	[illegible]	[illegible]	10:30 am
2:00 pm	Starting Gate-Fair Grounds	Starting Gate-Beulah Park	Starting Gate-Pimlico	[illegible]	[illegible]	[illegible]	[illegible]	11:00 am
2:30 pm	Starting Gate-Fair Grounds	Starting Gate-Beulah Park	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11:30 am
3:00 pm	Starting Gate-Fair Grounds	Starting Gate-Beulah Park	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12:00 pm
3:30 pm	Starting Gate-Fair Grounds	Starting Gate-Beulah Park	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12:30 pm
4:00 pm	Starting Gate-Turf Paradise	Starting Gate-Turf Paradise	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1:00 pm
4:30 pm	Starting Gate-Turf Paradise	Starting Gate-Turf Paradise	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1:30 pm
5:00 pm	Starting Gate-Turf Paradise	Starting Gate-Turf Paradise	Starting Gate-Oaklawn Park	[illegible]	[illegible]	[illegible]	[illegible]	2:00 pm
5:30 pm	Starting Gate-Turf Paradise	Starting Gate-Turf Paradise	Starting Gate-Oaklawn Park	[illegible]	[illegible]	[illegible]	[illegible]	2:30 pm
6:00 pm	Starting Gate-Mountaineer	Starting Gate-Dover Downs	Starting Gate-Turfway Park	[illegible]	[illegible]	[illegible]	[illegible]	3:00 pm
6:30 pm	Starting Gate-Mountaineer	Starting Gate-Dover Downs	Starting Gate-Turfway Park	[illegible]	[illegible]	[illegible]	[illegible]	3:30 pm
7:00 pm	Starting Gate-Mountaineer	Starting Gate-Dover Downs	Starting Gate-Turfway Park	[illegible]	[illegible]	[illegible]	[illegible]	4:00 pm
7:30 pm	Starting Gate-Mountaineer	Starting Gate-Dover Downs	Starting Gate-Turfway Park	[illegible]	[illegible]	[illegible]	[illegible]	4:30 pm
8:00 pm	Night Games-Northfield	Night Games-Mountaineer	Night Games-Hoosier Park	[illegible]	[illegible]	[illegible]	[illegible]	5:00 pm
8:30 pm	Night Games-Northfield	Night Games-Mountaineer	Night Games-Hoosier Park	[illegible]	[illegible]	[illegible]	[illegible]	5:30 pm
9:00 pm	Night Games-Northfield	Night Games-Mountaineer	Night Games-Hoosier Park	[illegible]	[illegible]	[illegible]	[illegible]	6:00 pm
9:30 pm	Night Games-Northfield	Night Games-Mountaineer	Night Games-Hoosier Park	[illegible]	[illegible]	[illegible]	[illegible]	6:30 pm
0:00 pm	Night Games-Pompano	Night Games-Northfield	Night Games-Gulfstream Racing	[illegible]	[illegible]	[illegible]	[illegible]	7:00 pm
10:30 pm	Night Games-Pompano	Night Games-Northfield	Night Games-Gulfstream Racing	[illegible]	[illegible]	[illegible]	[illegible]	7:30 pm
11:00 pm	Night Games-Pompano	Night Games-Northfield	Night Games-Gulfstream Racing	[illegible]	[illegible]	[illegible]	[illegible]	8:00 pm
11:30 pm	Night Games-Pompano	Night Games-Northfield	Night Games-Gulfstream Racing	[illegible]	[illegible]	[illegible]	[illegible]	8:30 pm

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