

(c) **Bulk-Billing.** Affiliate may pay for each Service delivered to a person or entity that receives a single bill for a set number of residential dwellings including, apartment complexes, gated communities, Hotels, prisons, dormitories and other forms of communal living facilities on a "bulk rate" basis (each a "**Bulk Facility**"); provided that such Service, or package of services including such Service, is distributed (i.e., as a benefit of occupancy) to each viewing unit in such Bulk Facility. If Affiliate distributes any Service to a Bulk Facility on a "bulk rate" basis, the number of Service Subscribers attributable to such Bulk Facility will equal, in lieu of the number of actual Service Subscribers in such Bulk Facility, the greater of (i) Affiliate's bulk-rate charge to such Bulk Facility for the package including such Service divided by Affiliate's lowest monthly rate to any non-bulk rate residential subscriber for the package including such Service and (ii) for Services other than the RSNs) of the actual number of subscribers receiving such Service in such Bulk Facility. The methodology and customary practice used by Affiliate to calculate the number of subscribers at Bulk Facilities will be consistent throughout the Term, and will not deviate from that used on the Effective Date without the prior written consent of Network.

(d) **Reporting.**

(i) For each RSN and , Affiliate will submit to Network via hard copy and in electronic format by e-mail,

12. Advertising.

Affiliate shall insert its authorized commercial or other announcements only in the positions and at the times which Network designates therefore.

advertising for

No Avails will include

The foregoing notwithstanding, Affiliate will comply, and will require compliance by any third party buyer of Avails, with all League Restrictions on sale of Avails

13. Audit Rights. Affiliate shall maintain complete and accurate books and records

14. VBI. In addition to the primary video and audio signals of any Service (the "Primary Signals"), Network may use the minimum amount of bandwidth

necessary for Network to transmit closed captioning for the hearing impaired, program rating information, any other information or data required by law or regulation to be transmitted with such Service .

(the "Required Data"). Affiliate will deliver the Required Data as part of each Service to each subscriber to such Service

15. Full Time; Single Channel. Affiliate will distribute each Service to its Service subscribers so that it is viewed full time, on a single designated channel, in full screen and in its entirety, without interruption, alteration (including activation or facilitation of any overlay, squeeze-back or other juxtaposition of audio, textual or video material of any kind), editing or delay; provided



17. Force Majeure. Affiliate will not be liable to Network for Affiliate's failure to distribute any Service to Service Subscribers pursuant to this Agreement, and Network will not be liable to Affiliate for Network's failure to provide such Service (or portion thereof) to Affiliate pursuant to this Agreement, if such failure is due to any cause, beyond either Network's or Affiliate's reasonable control (including any act of God, act of the public enemy, governmental prohibition or restraint, force of nature, military action, civil disturbance, strike, equipment failure, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities) (each a "Force Majeure").

19. Marketing. Affiliate shall have the right to use Network Marks (as defined below) to promote the Services and the DBS System.

.. Affiliate acknowledges that the name of each Service and associated marks and any other of Network's names, trade names, service marks, trademarks and/or logos (including, without limitation, the names of certain programs that appear in the Service and any subsequently selected names or

marks for the Service) (collectively, the "Network Marks") are the exclusive property of Network and its suppliers and that Affiliate has not and will not acquire any proprietary rights therein other than as set out in this Agreement.

Except as provided herein, Affiliate shall at no time adopt or use, without Network's prior written consent, any variation of Network Marks, or any work or mark likely to be similar to or confused therewith. Any and all goodwill arising from Affiliate's use of the Network Marks shall inure solely to the benefit of Network. Affiliate shall submit to Network for approval any of Affiliate's promotional materials mentioning or using the Network Marks (other than materials provided by Network to Affiliate, if any).

Network may withdraw consent to Affiliate's use of any or all Network Marks immediately upon breach by Affiliate of any term or condition of this Agreement or if Network, in its sole discretion, deems such termination necessary or advisable.

20. Assignment. For each Service, this Agreement is binding upon each party's assigns, transferees and successors;

21. Confidentiality and Press Releases. Network and Affiliate will keep the existence and terms of this Agreement with respect to each Service,

strictly confidential, and will not disclose the existence or substance of such terms to any third party without the prior written consent of the other party, except to the extent necessary in the following situations (and with the earliest possible prior written notice to the other party): (a) to comply with governmental rule, regulation or law or with a valid court order or with a request for information from a regulatory or congressional committee, in each case with confidential treatment requested and redaction of information disclosed to the greatest extent possible; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement; (d) to its lenders that are financial institutions, with confidential treatment

required; (e) to prospective purchasers of a material portion of its assets or beneficial ownership interests, with confidential treatment required; and (f) for disclosures made under any assignment or transfer permitted by this Agreement, with confidential treatment required.

22. Representations and Warranties. Each of Network and Affiliate represents and warrants, with respect to each Service, that: (a) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder, and (b) it is in compliance with all applicable laws and regulations relating to distribution of such Service, with which the failure to comply would result in a material adverse effect.

23. Indemnification.



24. Termination.

25. Separate Agreements.

26. Entire Agreement. This Agreement (including its exhibits and schedules), constitutes the entire understanding between Network and Affiliate concerning the distribution of each Service by Affiliate. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated in this Agreement. This Agreement supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the distribution of any Service by Affiliate.

27. Severability. If any provision of this Agreement is deemed unenforceable for any reason, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable unless the remaining provisions would be rendered inadequate to

accomplish the basic purposes and intent of the parties. Neither the unenforceability of such provision nor the modification or severance of such provision will affect the enforceability of any other provision of this Agreement.

28. Notice. Any notice or report given under this Agreement will be in writing and will be sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, to the other party at its contact information set forth below (or such other contact information designated by such party in writing). Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.

If to Affiliate:

EchoStar Satellite L.L.C.  
9601 S. Meridian Boulevard  
Englewood, CO, 80112  
Attn: Michael Schwimmer, Executive Vice President, Programming  
Cc: Eric Sahl, Vice President, Programming  
Fax: (303) 723-1520

With a copy to:

(same)  
Attention: General Counsel  
Fax: (303) 723-1999

If to Network:

Fox Cable Networks Group  
10000 Santa Monica Boulevard  
Los Angeles, California 90067  
Attn: EVP, Affiliate Sales & Marketing  
Fax: (310) 229-4944

With a copy to:

(same)  
Attn: SVP, Business & Legal Affairs – Affiliation Matters  
Fax: (310) 229-5678

~~29~~

30. Miscellaneous. This Agreement and the license granted by Network to Affiliate under this Agreement are limited by, and subject to, League Restrictions. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and fully performed therein, except to the extent that the parties', respective rights and obligations are subject to mandatory local, State and Federal laws or regulations.

The failure of either 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. Except as otherwise expressly provided, 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.

31. Execution. This Agreement 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 Agreement may be delivered by facsimile and will be binding upon the parties.



This Agreement for EchoStar Affiliation is duly executed by each party as of the Effective Date.

ECHOSTAR SATELLITE L.L.C.

By: [Signature]  
Name: M. SCHWIMMIG  
Title: EVP

FOX CABLE NETWORKS SERVICES, LLC

By: [Signature]  
Name: Michael W. Einar  
Title: Vice President, National Accounts

With respect to Sections 1-3 and 9-32:

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

By: [Signature]  
Name: Michael W. Einar  
Title: Vice President, National Accounts

With respect to Sections 1, 4 and 9-32:

FOX SPORTS WORLD, LLC

By: [Signature]  
Name: Michael W. Einar  
Title: Vice President, National Accounts

With respect to Sections 1, 5 and 9-32:

FOX SPORTS WORLD ESPAÑOL, LLC

By: [Signature]  
Name: Michael W. Einar  
Title: Vice President, National Accounts

With respect to Sections 1, 6 and 9-32:  
NGC NETWORK US, LLC

By: *Michael W. Biard*  
Name: Michael W. Biard  
Title: Vice President, National Accounts

With respect to Sections 1, 7 and 9-32:  
FX NETWORKS, LLC

By: *Michael W. Biard*  
Name: Michael W. Biard  
Title: Vice President, National Accounts

With respect to Sections 1, 8 and 9-31:  
FOX REALITY CHANNEL, INC.

By: *Michael W. Biard*  
Name: Michael W. Biard  
Title: Vice President, National Accounts

With respect to Section 32:  
SPEED CHANNEL, INC.

By: *Michael W. Biard*  
Name: Michael W. Biard  
Title: Vice President, National Accounts

With respect to Section 32:  
FOX MOVIE CHANNEL, INC.

By: *Michael W. Biard*  
Name: Michael W. Biard  
Title: Vice President, National Accounts

**SCHEDULE 1**

**RSN Territories**

**[To be provided by Network within 10 days of execution of this Agreement by Network and Affiliate. Such Schedule will reflect the Territories where Affiliate distributes the RSNs on the Effective Date.]**





FULLY EXECUTED

AMENDMENT TO  
AGREEMENT FOR ECHOSTAR AFFILIATION

This Amendment (this "Amendment"), dated as of February 1, 2006 (the "Amendment Effective Date"), is made to the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Global Agreement") entered into between FOX CABLE NETWORK SERVICES, LLC, FOX SOCCER CHANNEL, LLC (formerly known as Fox Sports World, LLC) and NGC NETWORK US, LLC ("NGC"), among other entities, on the one hand, and ECHOSTAR SATELLITE L.L.C., on the other hand.

Capitalized terms used in this Amendment and not otherwise defined will have the meanings set forth in the Global Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Global Agreement as follows:

1. Term. Section 4(a) of the Global Agreement is amended by deleting it in its entirety and replacing it with the following:

"Term: The term of the FSW Agreement will commence on the Effective Date and expire on

2. Fox Soccer Channel Carriage. Section 4(b) of the Global Agreement is amended by deleting the first sentence thereof in its entirety and replacing it with the following:

3. Fox Soccer Channel Service Definition. Section 4(d) of the Global Agreement is amended by deleting it in its entirety and replacing it with the following:

"The Service will be defined as the television programming service currently known as Fox Soccer Channel, as that name may be changed from time to time

4. Fox Soccer Channel MFN. The following shall be added to the Global Agreement as a new Section 4(f):



5. Fox Soccer Channel Launch Support. The following shall be added to the Global Agreement as a new Section 4(g):

6. National Geographic Channel Carriage. Section 6(b)(ii) of the Global Agreement is amended by deleting it in its entirety and replacing it with the following:

7.

8. FX and National Geographic Channel ..... Section 11(b)(ii) of the Global Agreement is amended retroactive to October 1, 2004 by inserting the following after the reference to

10. National Geographic Channel HD. NGC and Affiliate agree to the distribution by Affiliate of *National Geographic Channel HD* ("NGCHD") on the terms set forth in this Section 10 of this Amendment (such agreement as embodied in this Amendment, the "NGCHD Agreement"). Except as expressly set forth herein, Affiliate's distribution of *NGCHD* shall be in accordance with terms and conditions that are the same as those set forth in the NatGeo Agreement and such terms and conditions shall be incorporated by reference into the terms of the *NGCHD Agreement*.

- (a) Term. The term of the *NGCHD Agreement* (the "NGCHD Term") will commence on the date Affiliate launches *NGCHD* (the "NGCHD Effective Date") and expire on  
Affiliate shall launch *NGCHD* on or before
- (b) Grant of Rights and Carriage. The programming on *NGCHD* will be produced and distributed in a high definition format (including by "up-conversion") of a resolution not less than 720p ("High Definition" or "HD") and shall be a simulcast of NGC. With respect to any given month,

*NGCHD* will be distributed by Affiliate on

Affiliate will not charge Service Subscribers at any time any additional fees or other charges specifically for the receipt of *NGCHD*.

Affiliate will distribute *NGCHD* to its subscribers so that it is viewed full time (i.e., 24 hours per day, seven days per week), on a single designated channel, in full screen and in its entirety, without alteration

programming services), editing, interruption or delay. Affiliate shall be entitled to the same amount of Avails on *NGCHD* as provided to Affiliate on *National Geographic Channel*.

(c) Reports and Usage Data. /

(d) Rates. The monthly per-Service Subscriber license fee (the "Base Rate") for distribution of *NGCHD* to subscribers will be as follows:

(e)

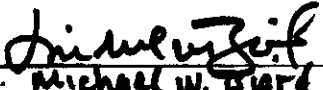
11. Reporting. Section 11 of the Global Agreement is amended by deleting the last sentence in the first paragraph thereof in its entirety and replacing it with the following:
  
12. Reporting. Section 11(d)(i) of the Global Agreement is amended by adding the following sentence immediate following the first sentence of such subsection:
  
13. Effect on the Amendment. Each reference in the Global Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Global Agreement as amended by this Amendment. Except as specifically amended or waived in this Amendment, (i) the Global Agreement is, and will continue to be, in full force and effect and (ii) this Amendment will not operate as a waiver of any provision of the Global Agreement.
  
14. Miscellaneous. This Amendment may be executed in separate counterparts, each of which when executed and delivered will be deemed an original and all of which together will constitute the same agreement. Signatures to this Amendment may be delivered by facsimile and will be binding upon the parties.

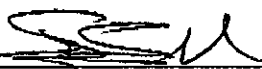


IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers and representatives as of the Amendment Effective Date.

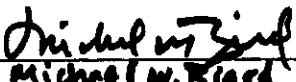
FOX CABLE NETWORK SERVICES, LLC

ECHOSTAR SATELLITE L.L.C. 

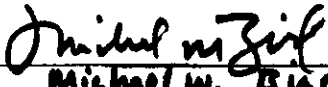
By:   
Name: Michael W. Beard  
Title: SVP

By:   
Name: Eric Sisk  
Title: SVP Prop

FOX SOCCER CHANNEL, INC.

By:   
Name: Michael W. Beard  
Title: SVP

NGC NETWORK US, LLC.

By:   
Name: Michael W. Beard  
Title: SVP