



EXHIBIT E

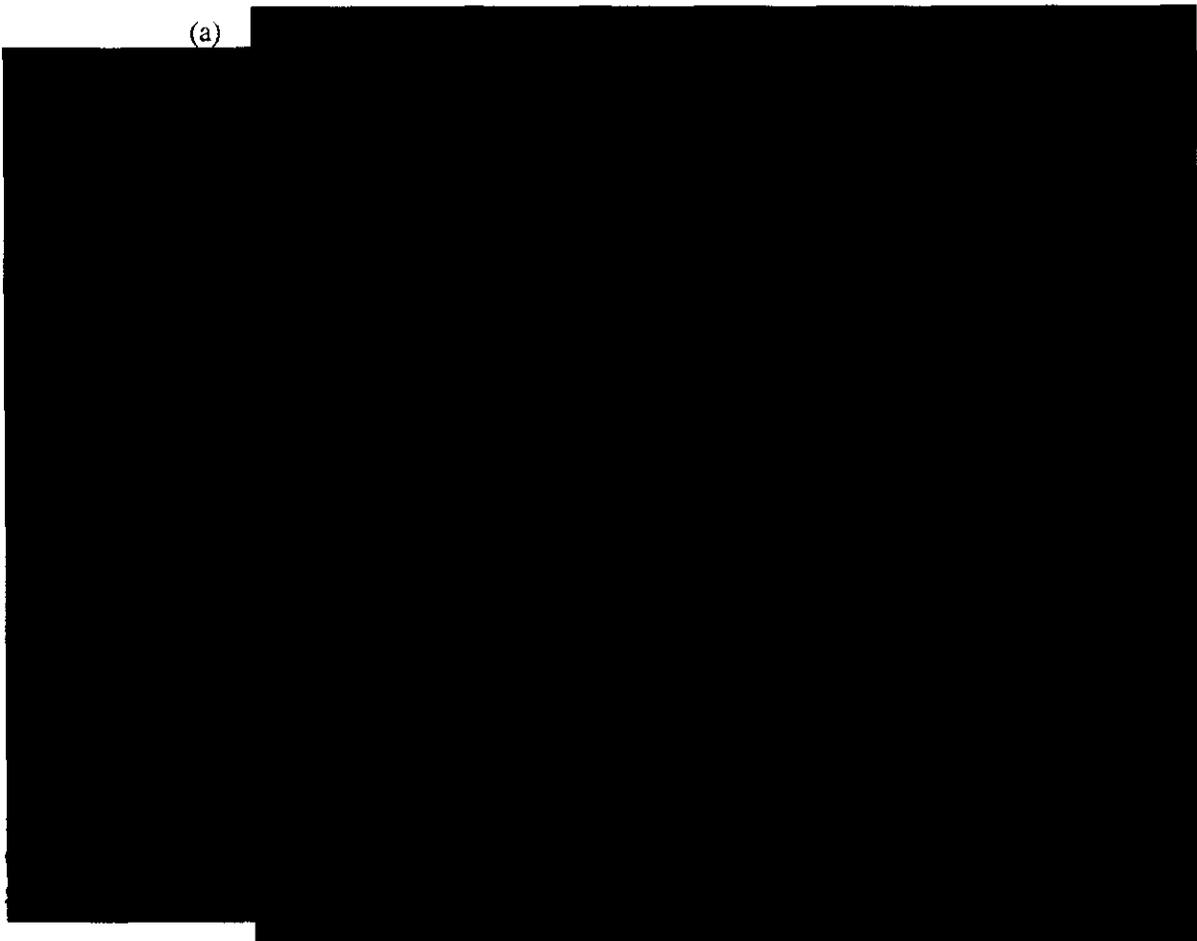
PRODUCTION SERVICES AGREEMENT

This PRODUCTION SERVICES AGREEMENT (the "*Agreement*") dated as of the \_\_\_ day of \_\_\_\_\_, 2007 (the "*Effective Date*"), is made by and among each of Fox Sports Net Rocky Mountain, LLC, a Delaware limited liability company ("*Rocky Mountain*"), Fox Sports Net Pittsburgh, LLC, a Delaware limited liability company ("*Pittsburgh*"), and Fox Sports Net Northwest, LLC, a Delaware limited liability company ("*Northwest*" and, collectively with Rocky Mountain and Pittsburgh, the "*Transferred Subsidiaries*" and, each a "*Transferred Subsidiary*"), and Fox Sports Net, Inc., a Delaware corporation ("*FSN*").

The parties hereby agree as follows:

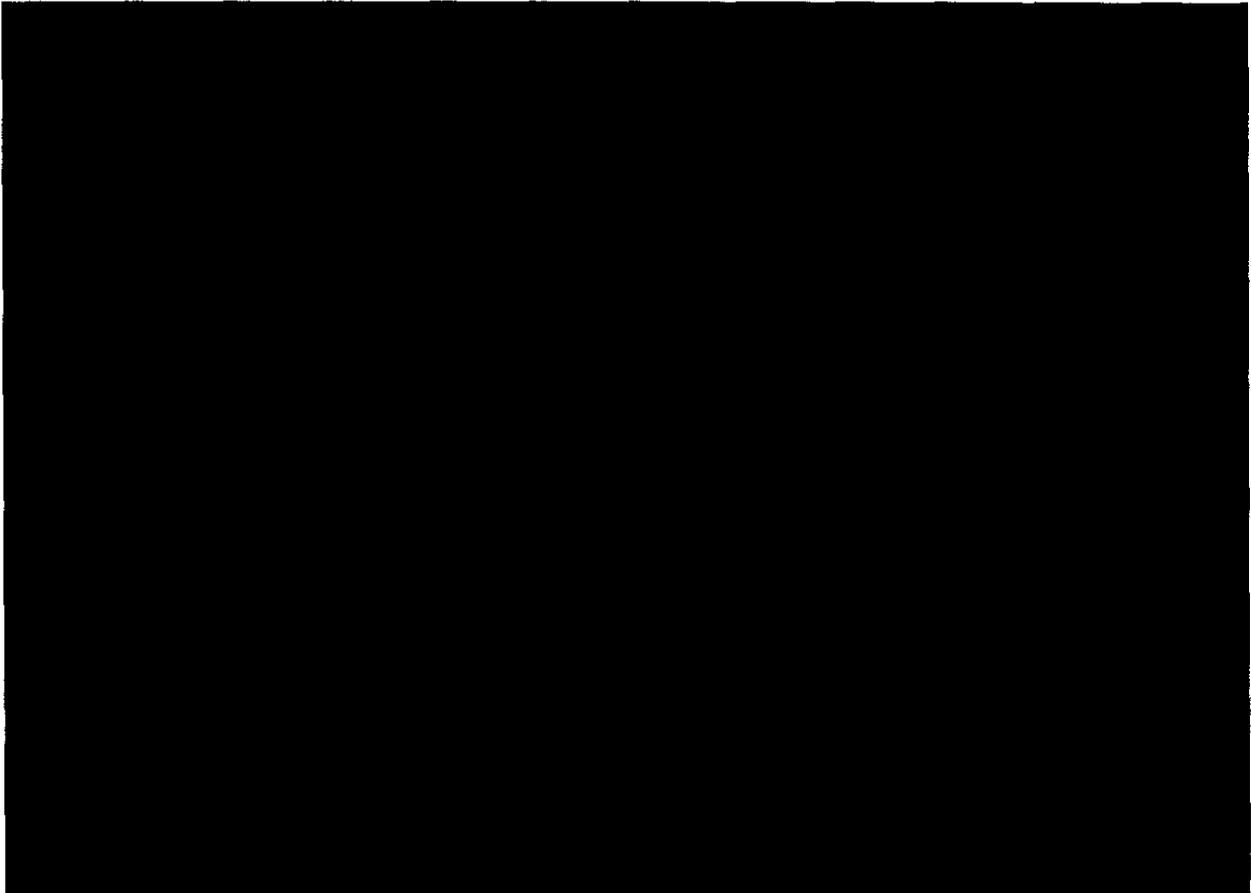
1. **Produced Shows.** During the Term (as defined in Section 3), on the terms and subject to the conditions set forth herein, the Transferred Subsidiaries shall produce and deliver the following live and taped (as designated below) programming (collectively, the "*Produced Shows*"):

(a)



(b)

(c)



(d) The Transferred Subsidiaries, and each of them, agree that the Produced Shows, and all material contained therein, shall be and shall at all times remain the exclusive property of FSN. FSN shall own all of the results and proceeds from the services of the Transferred Subsidiaries in connection with the creation and production of the Produced Shows as set forth in this Agreement as a "work-made-for-hire" within the meaning of United States copyright law and are specifically commissioned and owned by FSN in perpetuity, through the universe and in all media now known or hereafter devised or commercially exploited. As between the Transferred Subsidiaries, and each of them, and FSN, FSN is the sole and exclusive owner of all rights, title and interest to the copyright and other intellectual property rights in and to the Produced Shows, and any portion thereof, including each element and episode, and any and all underlying rights including idea, concept and format thereof and all of the results and proceeds thereof throughout the universe in all media now known or hereafter devised. Notwithstanding the foregoing, if and to the extent that the Produced Shows, or any portion thereof, is not deemed a "work-made-for-hire", the Transferred Subsidiaries hereby assign to FSN, its parents, subsidiaries, successors, licensees and/or assigns, in perpetuity, throughout the universe and in any and all media now known or hereafter devised or commercially exploited, all rights of every kind and nature (including all rights of copyright) in and to the Produced Shows. Accordingly, the Transferred Subsidiaries, and each of them, agree that FSN is the sole and exclusive author and owner of the Produced Shows, and all portions

thereof, and that FSN may use the Produced Shows, and any portion thereof, in any manner or medium, whether now known or hereafter discovered, devised or commercially exploited. Nothing herein shall be deemed to be a license to the Transferred Subsidiaries, or any of them, to use the Produced Shows, or any portion thereof, in any manner whatsoever without the express written approval of FSN.

2. **Content; Delivery.**

(a) Each of the Produced Shows shall be [REDACTED]

(b) Each of the Produced Shows shall [REDACTED]

(c) Each of the Produced Shows shall be in substantially the same format as, and the programming content included therein shall be of the same or better quality than the programming content included in, equivalent shows delivered to FSN, Midwest and Detroit during 2006.

(d) FSN, Midwest and/or Detroit (the "*FSN Affiliates*") shall have full decision-making authority and control with respect to the creative content of the Produced Shows; *provided* that FSN or the applicable FSN Affiliate shall give the applicable Transferred Subsidiary reasonable advance notice as to any changes to the content or format of the Produced Shows and any such changes shall not result in increased costs to the Transferred Subsidiary, other than nominal costs, unless the applicable FSN Affiliate agrees to pay for such increased costs.

(e) Each of the Transferred Subsidiaries shall provide all of the personnel (including producers, directors, on-air talent and below-the-line production crew), studio and other facilities and equipment that the Transferred Subsidiary responsible for production of the applicable Produced Show deems necessary or appropriate, in its reasonable discretion, for production of the Produced Shows, [REDACTED] which shall be provided by or on behalf of FSN and FSN shall assume all costs and obligations associated therewith. FSN and the applicable Transferred Subsidiary shall cooperate with each other reasonably and in good faith to select jointly the on-air talent for all Produced Shows [REDACTED] *provided, however* that the applicable Transferred Subsidiary shall be fully responsible for the engagement and retention of such personnel and the costs associated with such on-air talent.

(f) [REDACTED]

██████████ FSN may change the place and/or means of delivery of the Produced Shows upon reasonable advance notice to the applicable Transferred Subsidiary.

3. Term and Termination.

(a) Term. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for ██████████ unless terminated earlier pursuant to this Section 3 (the period from the Effective Date through expiration or termination pursuant hereto, the "Term").

(b) Termination by Agreement. This Agreement may be terminated in whole by mutual agreement of FSN and all of the Transferred Subsidiaries. This Agreement may be terminated in whole as to FSN and one or more of the Transferred Subsidiaries by mutual agreement of FSN and such Transferred Subsidiary.

(c) Termination. FSN, acting in its sole discretion, may:

(i) at any time and for any reason, upon one hundred eighty (180) days' prior written notice to Rocky Mountain, terminate this Agreement in whole as to FSN and Rocky Mountain,

(ii) at any time and for any reason, upon sixty (60) days' prior written notice to Pittsburgh and/or Northwest, terminate this Agreement in whole as to FSN and Pittsburgh and/or Northwest;

(ii) in the event that a Transferred Subsidiary is in material breach of any of its obligations hereunder, and such party has not cured such breach within thirty (30) days after notice from FSN of such non-compliance, terminate this Agreement in whole with respect to the breaching Transferred Subsidiary; or

(iii) to the extent permitted by law, immediately and without any requirement of notice, terminate this Agreement in whole with respect to the applicable Transferred Subsidiary or discontinue the production hereunder of the Produced Shows to be provided by the applicable Transferred Subsidiary, upon the occurrence of one or more of the following: (A) any Transferred Subsidiary becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) any Transferred Subsidiary is adjudicated insolvent or bankrupt; (C) any Transferred Subsidiary admits in writing its inability to pay its debts; (D) any Transferred Subsidiary shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) any Transferred Subsidiary makes an assignment for the benefit of creditors; (F) any Transferred Subsidiary suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by any Transferred Subsidiary; (H) any order for relief is entered related to any of the foregoing

proceedings and not stayed or dismissed within sixty (60) days; (I) any Transferred Subsidiary shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or (J) any Transferred Subsidiary shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

(d) Termination by Transferred Subsidiaries. The Transferred Subsidiaries, acting as a whole or individually in their discretion, may terminate this Agreement, in whole but not in part, as to such Transferred Subsidiary(ies) as follows:

(i) at any time and for any reason, upon one hundred eighty (180) days' prior written notice to FSN;

(ii) upon FSN's failure to pay any Fees (as defined in Section 4) to such Transferred Subsidiary(ies) within thirty (30) days from the date such fees first become due and payable by FSN, *provided* that there is not a good faith dispute over a material amount of such Fees;

(iii) in the event that FSN is in material breach of any of its obligations to such Transferred Subsidiary(ies) hereunder, other than its obligation to pay Fees which is subject to clause (i), and has not cured such breach within thirty (30) days after notice from the applicable Transferred Subsidiary(ies) of such non-compliance; or

(iv) to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) FSN becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) FSN is adjudicated insolvent or bankrupt; (C) FSN admits in writing its inability to pay its debts; (D) FSN shall suffer a custodian, receiver or trustee for it or substantially all of its respective property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) FSN makes an assignment for the benefit of its creditors; (F) FSN suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by FSN; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) FSN shall call a meeting of its respective creditors with a view to arranging a composition or adjustment of its debts; or (J) FSN shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

(e) Effects of Termination. Upon termination of this Agreement, the Transferred Subsidiaries, or applicable Transferred Subsidiary, shall cease to deliver Produced Shows to FSN under Section 1, and FSN shall pay to the Transferred Subsidiary, as applicable, all sums due to such party for the Produced Shows delivered prior to the effective date of termination, *provided* that there is not at such time a good faith dispute with respect to the amount of Fees to be paid by FSN. Termination of this Agreement in accordance with or pursuant to this Section 3 shall not affect the rights of any of the parties hereto with respect to

any claims or damages it may have suffered as a result of any breach of this Agreement by another party, nor shall it affect the rights of any party with respect to any liabilities or claims accruing, or based upon events occurring, prior to the date of termination.

4. Fees.

(a) Fees Payable. In consideration for the Produced Shows delivered pursuant hereto, during the Term, subject to Section 3(e), FSN shall pay the following fees (collectively, "Fees") in arrears in equal monthly installments: [REDACTED]

(b) Termination of Fees. In the event that the production of the Produced Shows by one or more of the Transferred Subsidiaries is discontinued because this Agreement is terminated pursuant to Section 3, the monthly Fees due in respect of the month in which such discontinuation becomes effective shall be pro-rated based upon the number of Produced Shows delivered by the applicable Transferred Subsidiary prior to the effective date of the discontinuation and the number of Produced Shows that would have been deliverable by the applicable Transferred Subsidiary during such month had the Production of such Produced Shows not been discontinued.

(c) Monthly Invoices. Each of the Transferred Subsidiaries shall present FSN with monthly invoices ("Monthly Invoices") specifying (i) the billing period to which it relates, and (ii) the amount of the monthly installment of the Fees for such month, including any adjustments pursuant to the last sentence of Section 4(a).

(d) Payment. FSN shall pay in full the amount reflected as payable to the applicable Transferred Subsidiary in each Monthly Invoice [REDACTED] provided that there is not a good faith dispute as to the amount of Fees to be paid with respect to such Monthly Invoice. Payment shall be made in U.S. dollars by electronic funds transfer to an internal account of the applicable Transferred Subsidiary, as designated in writing by or on behalf of the Transferred Subsidiary. Without prejudice to the rights of any Transferred Subsidiary, in the event payment of any amount is not received by the applicable Transferred Subsidiary on or prior to the applicable payment due date, such amount shall be subject to, following the expiration of a fifteen (15) day grace period, [REDACTED]

[REDACTED] of the amount past due for the actual number of calendar days such payment is past due (including the date payment is actually made), until such payment is actually made.

5. Force Majeure. None of the parties hereto, their employees, Affiliates, representatives and agents shall be liable for any damages or delay or be deemed to be in breach or default of this Agreement (except in respect of payment liabilities (a) already accrued or (b) unrelated to the obligations affected by events described in this Section 5), if and to the extent that any of the following events beyond the party's reasonable control hinder, limit or make impracticable the performance of any of its obligations under this Agreement: war, riot, fire,

explosion, terrorism, flood, earthquake, electrical power outage, sabotage, compliance with governmental laws, regulations, orders or actions, in each case imposed after the date of this Agreement, national defense requirements, labor strike, lockout or injunction (*provided* that no party shall be required to settle a labor dispute against its own best judgment), or other event beyond the reasonable control of the parties, their employees, affiliates, representatives and agents. Any of the parties, its employees, representatives or agents thus hindered shall promptly give the other parties hereto notice thereof and use commercially reasonable efforts to identify the impediment and remove or otherwise address the impediment to action as soon as possible, or if practical, implement an alternative method for the continued provision of any affected Service. If the delivery of any Produced Shows is suspended pursuant to this Section 5, then the obligations of FSN hereunder with respect to such suspended Produced Shows shall likewise be suspended.

6. **Miscellaneous.**

(a) **Amendment.** This Agreement may be amended only by an instrument in writing executed by both FSN and each of the Transferred Subsidiaries by or against whom the amendment is sought to be enforced.

(b) **Independent Contractor Status.** Each of the Transferred Subsidiaries shall serve as an independent contractor in rendering the Production Services, and their respective employees shall not be deemed to be employees of FSN or its designees. No party shall take any action, nor omit to take any action, which would create the appearance, or lead a reasonable person to believe, that any Transferred Subsidiary or any of its employees has any relationship to FSN or the FSN Networks, other than that of an agent to its principal. None of the Transferred Subsidiaries, on the one hand, nor FSN, on the other hand, is authorized to undertake or assume any obligation of any kind, express or implied, or make any warranty, representation, commitment, guarantee or agreement on behalf of the other or assume or incur any liability or indebtedness on the other's behalf or bind the other under any obligations whatsoever. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between or among any of the parties.

(c) **Notices.** All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (i) upon delivery, when delivered in person or sent by facsimile or (ii) one business day after having been sent by a internationally recognized overnight courier service to the appropriate party and addressed as follows:

If to Rocky Mountain:

*with a copy (which shall not constitute notice) to:*

If to Pittsburgh:

*with a copy (which shall not constitute notice) to:*

If to Northwest:

*with a copy (which shall not constitute notice) to:*

If to FSN:

Fox Sports Net, Inc.  
10201 West Pico Boulevard, Bldg. 103  
Fourth Floor  
Los Angeles, CA 90064  
Attention: Robert L. Thompson, President  
Fax No.: (310) 969-0517

*with a copy (which shall not constitute notice) to:*

Fox Cable Networks Group  
10201 West Pico Boulevard, Bldg. 103  
Los Angeles, California 90064  
Attention: Executive Vice President and General Counsel

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 6(c).

(d) Confidentiality. FSN, on the one hand, and each of the Transferred Subsidiaries, on the other hand, shall hold, and shall use commercially reasonable efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors, actual or prospective lenders, investors and purchasers to hold, in confidence all confidential information

and documents obtained from the other in connection with the provision of the Production Services, provided that, any and all such persons and entities to whom any such disclosure is made agree to be bound by the provisions of this Section, and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments. The foregoing obligations shall apply unless disclosure is compelled by judicial or administrative process or by other requirements of law. Information and documents of one party (the "**Disclosing Party**") shall not be deemed to be confidential for purposes of this Section 6(d) to the extent such information or document (i) is previously known to or in the possession of the other party (the "**Receiving Party**") and is not otherwise subject to a requirement to keep confidential, (ii) becomes publicly available by means other than unauthorized disclosure under this Agreement by the Receiving Party or (iii) is received from a third party without, to the knowledge of the Receiving Party after reasonable diligence, a duty of confidentiality owed to the Disclosing Party.

(e) Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Neither FSN nor any of the Transferred Subsidiaries may assign this Agreement without the prior written consent of the other which shall not be unreasonably withheld; *provided however*, that no such consent is required in the event of: (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party or (c) a sale of all or substantially all of the assets of such party.

(f) No Waiver. Any failure of any party to comply with any obligation, covenant, agreement or condition contained herein may be waived only if set forth in an instrument in writing signed by the party to be bound by such waiver, but such waiver or any failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.

(g) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

(h) Headings. The headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between FSN, on the one hand, and the Transferred Subsidiaries, on the other hand, with respect to the specific subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof.

(j) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision

to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(k) Attorneys' Fees. If any legal action, including, without limitation, arbitration, should arise among the parties hereto under this Agreement, the prevailing party in such action will be reimbursed for all reasonable expenses incurred in connection with such action, including reasonable attorneys' and professional fees.

(l) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument.

(m) Obligations Absolute; Payments. Subject to the terms of this Agreement, the obligations of each of the parties hereto under this Agreement shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment which any of the parties may have or have had against the other party. Each undisputed payment required to be made by each of the parties hereto under this Agreement shall be made on the date specified for payment under this Agreement in immediately available funds and shall be made without any set-off, counterclaim or deduction whatsoever.

(n) Indemnification for Content. FSN shall indemnify the Transferred Subsidiaries and their affiliates (including controlling persons and related companies), officers, directors, shareholders, members, employees and agents for, and shall hold them harmless from and against, any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "*Losses*" and, individually, a "*Loss*") (whether such Losses result from a third party action or proceeding or as a result of any indemnified person hereunder enforcing its rights against FSN) which are sustained or incurred by or asserted against any of them and which arise out of the content of the Produced Shows, or the distribution and exploitation thereof (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark rights or patent rights) and shall reimburse them for any and all legal accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Production Services Agreement as of the Effective Date.

Fox Sports Net Rocky Mountain, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fox Sports Net Pittsburgh, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fox Sports Net Northwest, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fox Sports Net, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\* Slip Sheet \*\*\*

---





**EXHIBIT F  
FORM OF SPORTS ACCESS AGREEMENT**

\_\_\_\_\_, 200\_

[LIMITED LIABILITY COMPANY OPERATING RSN]  
[ADDRESS]

Attention: [NAME], General Manager

Re: Authorizing Sports Access ("SA") to provide news access to [LLC OPERATING RSN]'s ("Network") regional sports network television programming service, including any [REDACTED] known as "FSN [TERRITORY]" ("Network Service")

Ladies and Gentlemen:

By way of background:

- SA, a division of ARC Holding, Ltd., provides media organizations with news access, via satellite, to a package consisting of the distribution (or front haul) feeds of various television programming services (including Fox Sports Net regional sports networks and major league packages (e.g., NFL Sunday Ticket)) (the "SA Service").
- Network programming consists of, among other programs, games of the [IDENTIFY PROFESSIONAL TEAMS].

In consideration of the mutual promises and covenants set forth in this letter agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, SA and Network agree as follows:

1. Network hereby authorizes SA to authorize any news/media organization located in the United States (including its territories, possessions and commonwealths) and Canada (each, a "Customer") to receive the Network Service as part of the SA Service, [REDACTED] by means of Network's satellite feed and by means of cable, satellite (e.g., DirecTV's DBS system) or other secure video delivery system, solely for the following purposes (the "Authorized Purposes"): [REDACTED]

[REDACTED] Upon SA's request and reasonable notice, Network will "trip" (i.e., provide de-scrambling authorization) the C-band receivers of SA's Customers taking access to the Network Service via Network's satellite feed(s) of Network Service (if any) as part of the SA Service.

2.

[REDACTED]

3. Network shall [REDACTED] assist SA with tracking and monitoring the use of Network's feeds by SA's Customers by providing to SA, in response to SA's [REDACTED] request [REDACTED], the identity of any media organization which has not identified itself as a customer of SA and to which Network grants access to all or any portion of the Network Service.

4.

[REDACTED]

5. SA may deliver the SA Service (including without limitation the Network Service) to its Customers via any authorized distributor of the Network Service. Network will not impose on such distribution any subscriber license fees with respect to delivery of the Network Service as part of the SA Service to any Customer.

6. This Agreement is subject to league and programming restrictions. SA will use commercially reasonable efforts to prevent its Customers from violating league and programming restrictions (and will terminate such Customer's access to the Network Service, if violations continue after written notice by SA).

7. The term of this letter agreement begins as of the date of this letter and will continue in effect [REDACTED]

[REDACTED]

*[IDENTIFY RSN OR LLC]*

*Page 3*

8. As soon as is reasonably practicable after the date hereof, Network will provide SA with pre-approved Network Service logo(s) (the "Logo") for use in SA advertising and promotional materials. Before SA may use any promotional or advertising material which uses any Logo, SA will deliver an accurate, representative sample of such material to Network for Network's prior review and written approval, which approval shall not be unreasonably delayed or withheld. SA will only use the Logo(s) as provided by Network and will not deviate from the form or design of the Logo(s) in any advertising or promotional materials. Network may withdraw consent to SA's use of any or all Logo(s) immediately upon breach by SA of any term or condition of this Agreement or upon [REDACTED] days' prior written notice.

**[IDENTIFY RSN OR LLC]**  
**Page 4**

If the above is acceptable to you, please signify Network's agreement by having this letter signed by an authorized representative in the space provided below.

AGREED AND ACCEPTED:

SPORTS ACCESS,  
a division of ARC Holding, Ltd.

**[IDENTIFY LLC]**

\_\_\_\_\_  
**[NAME],**  
General Manager

By: \_\_\_\_\_  
**[NAME],**  
EVP & General Manager

Notice Addresses:

Notice Addresses:

100 E. Royal Lane, Suite 250  
Irving, TX 75039  
Attention: General Manager  
Facsimile: (972) 868-1620

**[ADDRESS]**

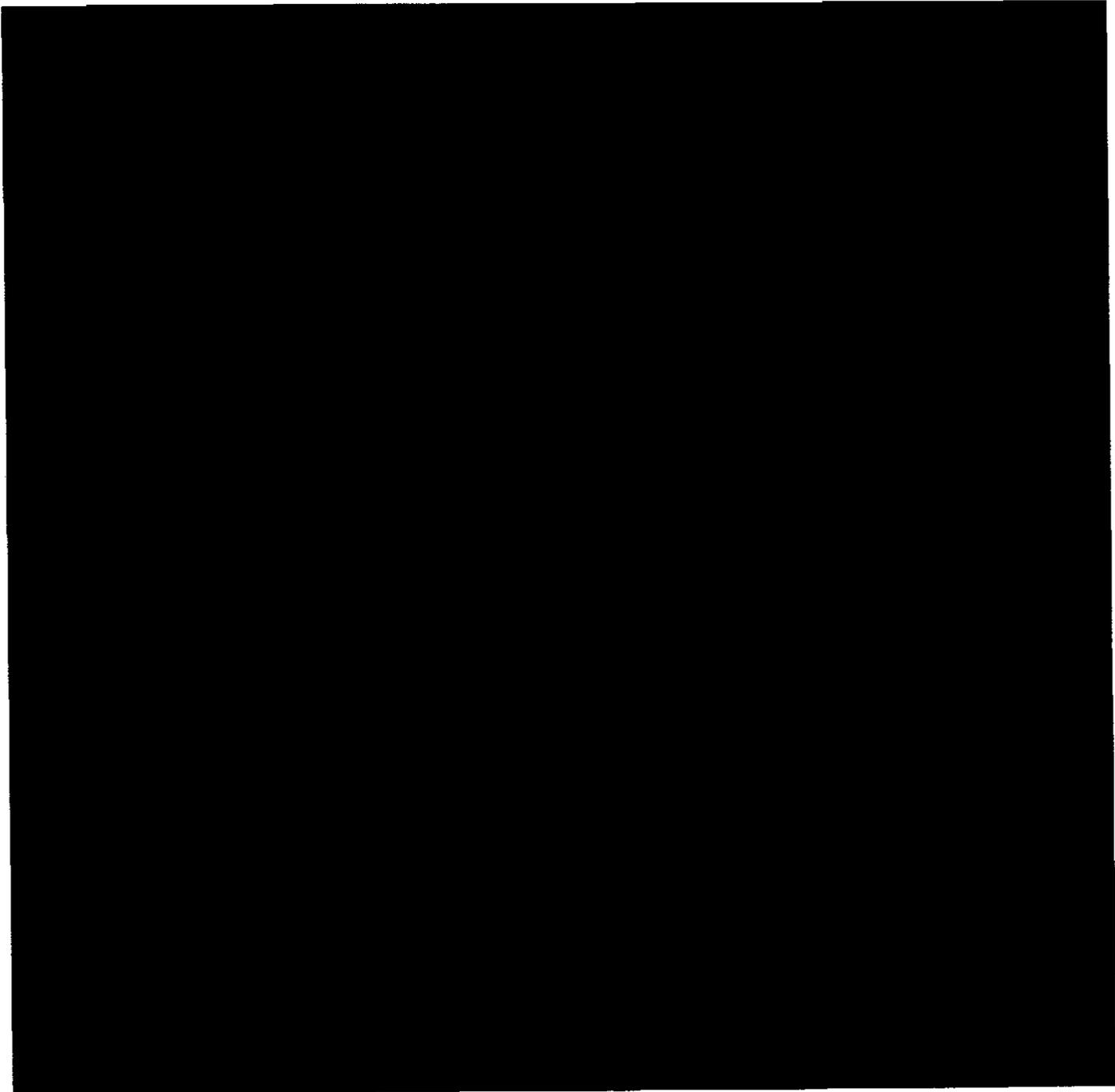
Attn: EVP & General Manager

**With a copy to:**  
Fox Cable Networks Group  
10201 W. Pico Blvd.  
Los Angeles, CA 90035  
Attention: SVP, Business & Legal Affairs -  
Corporate Matters

**With a copy to:**

**[NAME]**  
**[ADDRESS]**

EXHIBIT A



CONDITIONS FOR USE OF MLB GAME VIDEO AND AUDIO HIGHLIGHTS IN THE UNITED STATES & CANADA

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

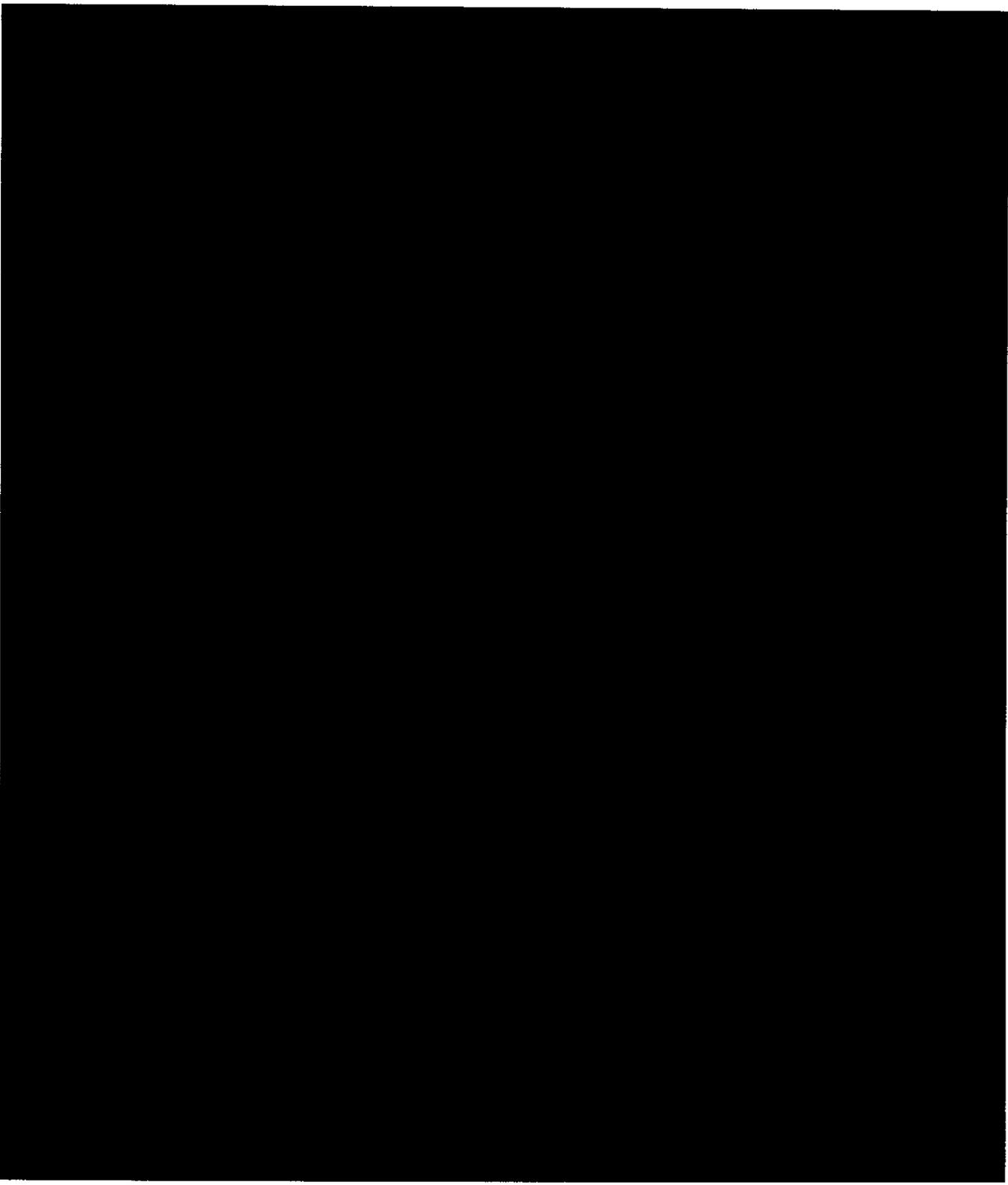
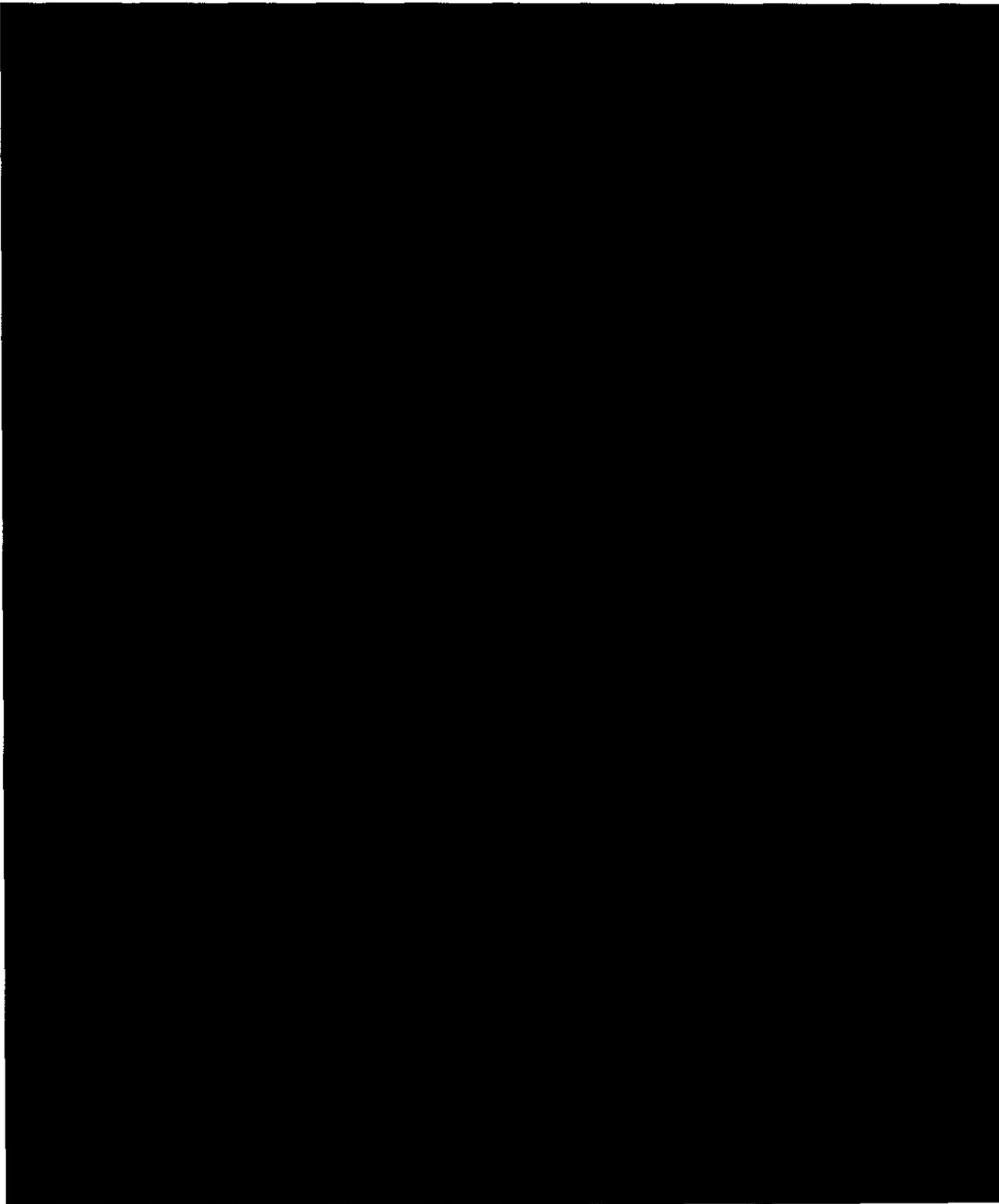
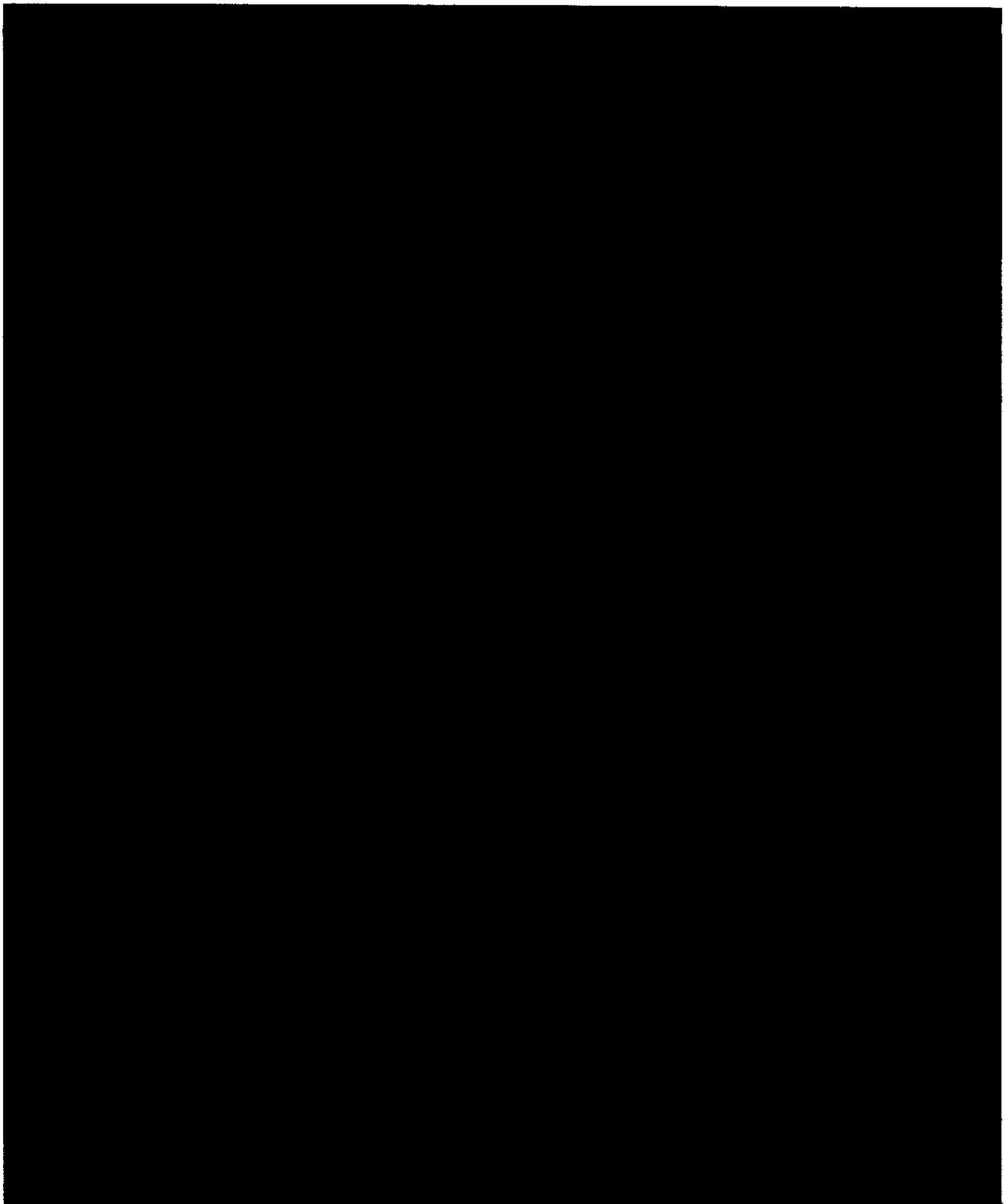
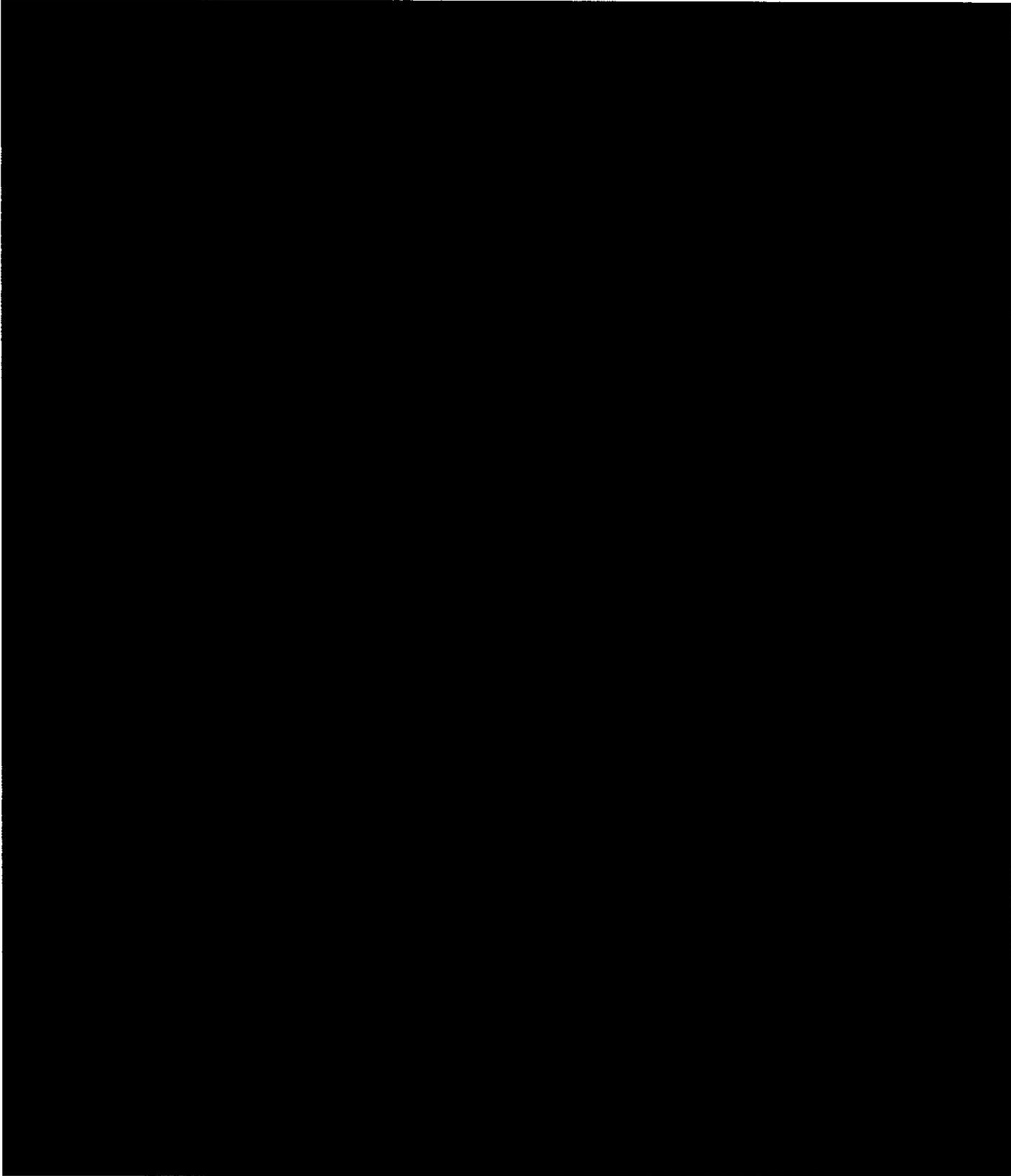


EXHIBIT B  
National Hockey League Memorandum







\\092652\000116 - 332910 v2