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16. Representations and Warranties:

(a) Licensor represents and warrants that (1) it has secured and shall maintain in full force during the Term all rights necessary for LABC to use and enjoy its rights in connection with its distribution, marketing and promotion of the Programs.

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(b) LABC represents and warrants that (1) it has the right and the power to enter into this agreement;

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18. Miscellaneous: This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements executed and fully performed therein. 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. The parties and their employees will maintain in confidence the terms and provisions of this agreement. In addition, neither party shall issue an independent press release regarding this agreement nor the transaction contemplated hereby without the prior consent of the other party. Nothing contained herein will be deemed to constitute a joint venture or partnership between the parties. This Agreement sets forth the complete understanding between the parties with respect to the subject matter hereof, shall be binding on the parties and supersedes all prior agreements (whether written or oral) and may not be modified except by a written instrument signed by all parties.

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19. Other Terms and Conditions: While the parties expressly agree that the terms of this Agreement shall be binding, the parties also agree that the general legal protections set forth in the Affiliation Agreement between the parties dated as of REDACTED shall be incorporated into this Agreement and shall apply with respect to the Programs. In the event of a conflict between this Agreement and the Affiliation Agreement, this Agreement shall control solely as to the Programs.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of REDACTED

LABC PRODUCTIONS, LLC ("LABC")



By:
Name:
Title:



CURRENT TV, LLC ("LICENSOR")



By:
Name:
Title:



EXHIBIT A
TECHNICAL SPECIFICATIONS
FOR THE PROGRAMS

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EXHIBIT B
SPECIFICATIONS
FOR THE PROMOTIONAL SPOT

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AFFILIATION AGREEMENT
FOR DBS SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING

AGREEMENT, made as of REDACTED, by and between Crown Media United States, LLC, a Delaware limited liability company ("Programmer"), and DIRECTV, INC., a California corporation ("Affiliate").

WHEREAS:

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

B. Affiliate desires to obtain the rights to distribute the "Hallmark Channel" (the "Service," as defined in Section 1(b) below) via the DBS Distribution System (as defined in Section 1(a) below) in the United States, its territories and possessions, including Puerto Rico (the "Territory");

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

D. DIRECTV Enterprises, Inc. ("Enterprises"), an affiliate of Affiliate, is a party to that certain Stock Purchase Agreement, dated REDACTED, ("Stock Purchase Agreement") with Crown Media Holdings, Inc. ("Crown Holdings")

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NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

(a) Distribution; Certain Definitions. Programmer hereby grants to Affiliate (which as used for all purposes in this Agreement shall mean DIRECTV, (which shall include its designee, the NRTC and/or its members) the nonexclusive right to distribute the Service in the Territory via the DBS Distribution System to DIRECTV Subscribers

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during the Term (as defined in Section 6(a) below) hereof, and Affiliate shall distribute the Service subject to the

terms and conditions hereof.

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(b) The Service. The "Service" shall mean and consist of the national feed (or, if Programmer uses multiple feeds for the Service, such other of such multiple feeds designated by Affiliate) in the Territory of the programming service commonly known as the "Hallmark Channel," which shall consist of

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The Service shall be delivered to DIRECTV 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,

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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.

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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 on a full time basis 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

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Programmer shall, at its sole expense, deliver the Service (as a turnaround, live feed) to DIRECTV from a 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 DIRECTV) to DIRECTV's broadcast facilities located in Castle Rock, Colorado and Los Angeles, California ("Broadcast Facilities") or such other locations(s) as may be designated by DIRECTV to Programmer in writing. Programmer shall provide Affiliate with two receivers and decoders necessary to receive and decode the Service for each of Affiliate's broadcast facilities in Castle Rock, Colorado and Los Angeles, California.

(ii) 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.

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(d) Programming Guide. During the Term, Programmer 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 of the on-screen program guide.

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(h) On-Screen Logos. It is understood and agreed that Affiliate may superimpose a logo or "bug" in a corner of the screen identifying Affiliate over the programming of the Service; provided, however, that Affiliate's bug shall appear only intermittently during any portion of the Service, and provided further that Affiliate shall not delete the Service's own promotion bug or its on-screen graphics.

2. Reports and Payments.

(a)

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(b) License Fees. 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" determined pursuant to the rates set forth in Exhibit B attached hereto and incorporated herein (the "Exhibit B License Fees").

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Execution Version

(c) Late or Non-Payments. Any amounts not paid by Affiliate by the date payment is due pursuant to the first sentence of Section 2(a), shall accrue interest at the rate of REDACTED or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid.

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4. Marketing and Promotion.

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(b) 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.

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(e) Programmer Marketing Plan. In addition to any other marketing commitments set forth herein, Programmer agrees that it shall provide marketing, promotion and advertising in support of the Service ("Marketing Support") and the DIRECTV "Total Choice" platform and/or any successor platform(s).

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(f) 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. Such agents shall not be deemed Service Subscribers, and therefore, no License Fees shall be payable for distribution of the Service in such manner to such agents.

(g) VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for Affiliate's employees, key customers, vendors

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Such VIP accounts shall not be deemed Service Subscribers and therefore, no License Fees shall be payable for such VIP accounts.

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(k) Website Links. Each of Affiliate and Programmer shall use commercially reasonable efforts to provide "hot links" to each other's web sites.

5. Representations, Warranties and Covenants.

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

(i)

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