

written consent, which consent will not be unreasonably withheld or delayed, then the other party will not be required to indemnify the party seeking indemnity against the Claim.

8. Assignment. This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other party's prior written consent which consent will not be unreasonably withheld or delayed. Notwithstanding the prior sentence, either party may assign this Agreement in its entirety without the other party's consent to (i) the assignor's successor in a consolidation, merger, acquisition or "going public" transaction (provided that the assignee acquires all or substantially all of the assets, equity or beneficial interests of the assigning party), or (ii) an entity under common control with, controlled by or in control of the assignor. FCNS may assign this Agreement in part with respect to any Service without DIRECTV's consent to FCNS's successor in a consolidation, merger, acquisition or "going public" transaction (provided that, the assignee acquires all or substantially all of the assets, equity or beneficial interests of such Service). The assignor will give the other party written notice within 30 days of any assignment described in the immediately preceding sentence; provided that inadvertent failure to provide such notice will not be deemed a breach of this Agreement.

9. Termination. In addition to any other rights applicable under this Agreement or at law or in equity, either party may terminate this Agreement if the other party breaches any material term of this Agreement, provided that the breaching party will have days following such notice of termination to cure such breach (limited to days in the case of a payment breach). If FCNS completely discontinues the delivery of any Service in all or any portion of the territory applicable to such Service, this Agreement will automatically expire with respect to all of the territory or such portion of the territory, as the case may be with respect to such Service. If DIRECTV discontinues operation of the DTH distribution system and does not distribute any video programming services, this Agreement will automatically expire.

10. Entire Agreement. This Agreement and this Agreement's exhibits and schedules, constitutes the entire understanding between Fox Group and DIRECTV concerning the subject matter of this Agreement. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. Except as otherwise expressly set forth in this Agreement, in the event of any conflict between any term contained in this Agreement and any agreement entered into between the parties prior to the Effective Date relating to the subject matter covered under this Agreement, the terms of this Agreement shall govern.

11. Severability. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein unless the remaining provisions would be rendered inadequate to accomplish the basic purposes and intent of the parties, provided, however, that both parties shall negotiate in good faith with respect to an equitable modification, of the provision held to be invalid or unenforceable, and provisions logically related to it.

12. Interpretation. No provision of this Agreement may be interpreted against any party because such party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. All references to Sections, Schedules, Exhibits and other attachments will be references to each such item as contained in, or attached to, this Agreement and to each such item as may be amended, modified or supplemented in accordance with this Agreement, unless otherwise expressly provided.

13. Force Majeure. DIRECTV will not be liable to FCNS for DIRECTV's failure to satisfy any obligations pursuant to this Agreement, and FCNS will not be liable to DIRECTV for FCNS's failure to satisfy any obligations pursuant to this Agreement, if such failure is due to any cause, except financial inability, beyond either FCNS's or DIRECTV'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).

14. Choice of Law. This Agreement, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.

15. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

This Agreement is duly executed by each party, in each case with respect to the Sections of this Agreement that are expressly relevant to it, as of the Effective Date.

FOX TELEVISION HOLDINGS, INC.

By: Ellen S. Agress
Name: Ellen S. Agress
Title: Senior Vice President

FOX CABLE NETWORKS SERVICES, LLC

By: _____
Name: _____
Title: _____

DIRECTV, INC.

By: _____
Name: _____
Title: _____

This Agreement is duly executed by each party, in each case with respect to the Sections of this Agreement that are expressly relevant to it, as of the Effective Date.

FOX TELEVISION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

FOX CABLE NETWORKS SERVICES, LLC

By: Michael Hopkins
Name: MICHAEL HOPKINS
Title: SVP. AFFILIATE SALES

DIRECTV, INC.

By: Michael Thornton
Name: MICHAEL THORNTON
Title: S.V.P.

ATTACHMENT I

General Terms and Conditions

1. Commercial Distribution. For each Service, DIRECTV may distribute such Service to commercial subscribers

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10. Number of Subscribers. For each Service, the number of Service subscribers in any month will be calculated by DIRECTV as an average of the total number of Service subscribers on the first and last day of such month, prorated for any partial reporting month. For each Service, with respect to commercial subscribers (excluding Hospitality Subscribers) and multiple dwelling units that are charged on a bulk-rate basis, including without limitation apartments, office buildings, hotels and motels (collectively, "Bulk-Rate Facilities"), the number of Service subscribers for each month attributed to each such Bulk-Rate Facility (the "Bulk Bill Service Subscribers") shall be equal to

provided that in no event will the number of Bulk Bill Service Subscribers attributable to a Bulk-Rate Facility be less than a certain percentage of the actual number of Service subscribers at such Bulk-Rate Facility. For each Service, the percentage will be

EXHIBIT A

Retransmission Consent Terms

These Retransmission Consent terms are entered into by and between FTH and DIRECTV as of the Effective Date.

I. Retransmission Consent. FTH grants DIRECTV the right to retransmit, on a non-exclusive basis, from _____ (the "Term"), the analog and digital signals of the television stations then owned and operated by direct or indirect subsidiaries of FTH (listed in Attachment A hereto), including any television stations that become owned and operated by FTH during the Term (together, the "Fox O&Os") on the terms and conditions set forth herein.

IV. Carriage Obligations.

A. Analog Signals.

Carriage of the Fox O&O Signals pursuant hereto does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by any Fox O&O.

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13

NC.III.B 0079

B. Digital Signals.

1. Definitions.

(a) "Primary Digital Signal" shall mean, with respect to a local broadcast television station, the broadcast signal in a form compliant with Advanced Television Systems Committee ("ATSC") standards, and which shall consist of the primary digital signal of the station and

substantially duplicates the content of the primary analog signal (if any) of said station ^{that}

(b) "Multiplexed Programming," shall mean one or more additional channels; video and audio programming in a form compliant with ATSC standards,

ATTACHMENT A

Station Call Letters	City of License	DMA	Affiliation
WNYW	New York, NY	New York, NY	FOX
WWOR-TV	Secaucus, NJ	New York, NY	UPN
KTTV	Los Angeles, CA	Los Angeles, CA	FOX
KCOP-TV	Los Angeles, CA	Los Angeles, CA	UPN
WFLD	Chicago, IL	Chicago, IL	FOX
WPWR	Gary, IN	Chicago, IL	UPN
WTFX-TV	Philadelphia, PA	Philadelphia, PA	FOX
WFXI	Boston, MA	Boston, MA (Manchester, N.H.)	FOX
KDFW	Dallas, TX	Dallas-Fort Worth, TX	FOX
KDFI	Dallas, TX	Dallas-Ft. Worth, TX	IND
WTTG	Washington, D.C.	Washington, D.C. (Hagerstown, MD)	FOX
WDCA	Washington, D.C.	Washington, D.C. (Hagerstown, MD)	UPN
WJBK	Detroit, MI	Detroit, MI	FOX
WAGA	Atlanta, GA	Atlanta, GA	FOX
KRIV	Houston, TX	Houston, TX	FOX
KTXH	Houston, TX	Houston, TX	UPN
KMSP-TV	Minneapolis, MN	Minneapolis-St. Paul, MN	FOX
WFTC	Minneapolis, MN	Minneapolis-St. Paul, MN	UPN
WJW	Cleveland, OH	Cleveland, OH	FOX
WTVT	Tampa, FL	Tampa-St. Petersburg (Sarasota,) FL	FOX
KSAZ-TV	Phoenix, AZ	Phoenix, AZ	FOX
KUTP	Phoenix, AZ	Phoenix, AZ	UPN
KDVR	Denver, CO	Denver, CO	FOX
WRBW	Orlando, FL	Orlando-Daytona Beach-Melbourne, FL	UPN

Station Call Letters	City of License	DMA	Affiliation
WOFL	Orlando, FL	Orlando-Daytona Beach-Melbourne, FL	FOX
KTVI	St. Louis, MO	St. Louis, MO	FOX
WUTB	Baltimore, MD	Baltimore, MD	UPN
WITI	Milwaukee, WI	Milwaukee, WI	FOX
WDAF-TV	Kansas City, MO	Kansas City, MO	FOX
KSTU	Salt Lake City, UT	Salt Lake City, UT	FOX
WBRC	Birmingham, AL	Birmingham, AL (Anniston and Tuscaloosa)	FOX
WHBQ-TV	Memphis, TN	Memphis, TN	FOX
WGHP	High Point, NC	Greensboro-High Point-Winston Salem, NC	FOX
KTBC	Austin, TX	Austin, TX	FOX
WOGX	Ocala, FL	Gainesville, FL	FOX

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

February 1, 2005

DirecTV, Inc.
2230 East Imperial Highway
El Segundo, California

Re: Amendment to DIRECTV/Fox Term Sheet

Dear Sir/Madame:

We refer to the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Agreement"), by and among Fox Cable Network Services, LLC ("FCNS") and other entities, on the one hand and DIRECTV on the other hand, for carriage of *FSN Arizona, FSN Detroit, FSN Midwest, FSN North, FSN Northwest, FSN Pittsburgh, FSN Rocky Mountain, FSN South, FSN Southwest, FSN West, FSN West 2, Sunshine Network, Fox Soccer Channel, Speed Channel, Fox Movie Channel, National Geographic Channel, and Fox Sports en Español*. Capitalized terms used in this amendment (this "Amendment") and not otherwise defined have the meanings set forth in the Term Sheet.

FCNS and DIRECTV hereby agree, effective as of February 1, 2005 (the "Effective Date"), to amend the Agreement as follows:

- 1. The Agreement is hereby amended by inserting a new Section 30 at the end thereof as follows:

"30. Affiliated Entities. The rights granted to DIRECTV in Section 3 for Speed, Section 7 for FSE and rights granted to DIRECTV in Sections 18-29 of this Agreement directly related to such Services, will be granted to any DIRECTV Affiliate for distribution of such Services in Puerto Rico and the U.S. Virgin Islands, upon written notice to FCNS by DIRECTV. As used in this Agreement, "DIRECTV Affiliate" means any entity:

- (i)

DIRECTV, Inc
Page 2

(ii)

~~Upon the addition of a DIRECTV Affiliate to this Agreement, any then-existing agreement between or among FCNS and such DIRECTV Affiliate for distribution of Speed or FSF, as applicable, shall terminate and cease to be effective~~

For avoidance of doubt, in each of the provisions of Sections 3, 7, 18-29 and Section 10 of Exhibit A to this Agreement and in Exhibit C to this Agreement, all references to "DIRECTV" shall be references to DIRECTV and/or any DIRECTV Affiliate, as applicable."

2. Section 3 of the Agreement is hereby amended by inserting a new clause (g) at the end thereof as follows:

"(g) Distribution in Puerto Rico and the U.S. Virgin Islands.

(i) With respect to distribution in Puerto Rico and the U.S. Virgin Islands, in lieu of Section 3(b) above, on or before _____, Speed will be distributed by DIRECTV as part of:

DirecTV, Inc.
Page 3

(ii) All license fees payable in connection with the distribution of Speed in Puerto Rico and the U.S. Virgin Islands will be calculated solely in accordance with the terms and conditions set forth in Exhibit G to this Agreement.

3. Section 7 of the Agreement is hereby amended by inserting a new clause (f) at the end thereof as follows:

“(f) Distribution in Puerto Rico and the U.S. Virgin Islands.

(i) With respect to distribution in Puerto Rico and the U.S. Virgin Islands, in lieu of Section 7(b) above, FSE will be distributed by DIRECTV as part of

(ii) All license fees payable in connection with the distribution of FSE in Puerto Rico and the U.S. Virgin Islands will be calculated solely in accordance with the terms and conditions set forth in Exhibit G to this Agreement.”

4. The Agreement is hereby amended by inserting a new Exhibit G at the end thereof as set forth in Exhibit 1 attached hereto.

Each reference in the Agreement to “this Agreement” or words of similar meaning will mean and be a reference to the Agreement as amended or supplemented by this Amendment. Except as specifically amended or supplemented in this Amendment, (i) the Agreement is, and will

NOV-04-2005 14:59 From:

2124625060

To: 3109692621

P.15/18

NOV-02-2005 16:46 From:

2124625060

To: 3109644883

P.5/10

DirecTV, Inc.
Page 4

continue to be in full force and effect and (ii) except to the extent set forth herein, this Amendment will not operate as a waiver of any provision of the Agreement. This Amendment may not be modified or amended, and no provision of this Amendment may be waived, except in writing executed by each of the parties.

This Amendment may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

If you are in agreement with the foregoing, please execute and return to me two originals of this Amendment.

Very truly yours,

Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

By: [Signature]
Name: Mike Hopkins
Title: SVP, Affiliate Sales

Agreed and Accepted by:

DIRECTV, INC.

By: [Signature]
Name: Dan Fawcett
Title: Exec Vice President General Counsel

Agreed and Accepted By:

SATELITES DE PUERTO RICO, LTD.,
as a DIRECTV Affiliate

By: [Signature]
Name: Joseph DeArco
Title: SVP

DirectV, Inc.
Page 5

EXHIBIT 1

EXHIBIT G TO THE AGREEMENT

PAYMENT CONSIDERATIONS; LICENSE FEE CALCULATIONS

1. Defined Terms. The following terms used in this Exhibit G shall have the following meanings:
 - a. "Affiliated Group" shall mean an affiliated group of corporations as defined in section 1504 of the Code.
 - b. "Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor provisions thereto and regulations thereunder, as modified by any applicable income tax treaties.
 - c. "FCC" shall mean the United States Federal Communications Commission.
 - d. "Foreign Tax Credit" shall mean the credit allowed under section 901 or 903 of the Code.
 - e. "Law(s)" shall mean any FCC and any other governmental (whether international (by treaty or otherwise), national, federal, colonial, provincial, district, state, territorial, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court or administrative order and common law.
 - f. "Puerto Rico" shall mean Puerto Rico and each of its respective territories, provinces and possessions, including, without limitation, all embassies, consulates and other foreign government possessions located therein.
 - g. "Return" shall mean any U.S. federal income tax return filed by the common parent of the Affiliated Group of which Network is a member, or if Network is not a member of an Affiliated Group, then the U.S. federal income tax return filed by Network.
 - h. "Territory" shall mean Puerto Rico and the U.S. Virgin Islands.
 - i. "U.S." shall mean the United States of America.
 - j. "U.S. Virgin Islands" shall mean the U.S. Virgin Islands and each of its respective territories, provinces and possessions, including, without limitation, all embassies,

DirectV, Inc.
Page 6

consulates and other foreign government possessions located therein.

2.

3. Calculation of License Fees in Puerto Rico.

a.

DirectTV, Inc.
Page 7

the Speed Puerto Rico License Fee shall be calculated in accordance with
and the FSE Puerto Rico License Fee shall be calculated
in accordance with

b. 1

-
4. Calculation of License Fees in the U.S. Virgin Islands. Any license fees payable hereunder with respect to the U.S. Virgin Islands shall always be calculated in accordance with

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ORIGINAL

February 1, 2006

Dan Fawcett
DirecTV, Inc.
2230 East Imperial Highway
El Segundo, California

Re: Carriage of *Fox Soccer Channel*

Dear Dan:

We refer to the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Term Sheet"), by and among Fox Cable Network Services, LLC ("FCN") and other entities, on the one hand and DirecTV, Inc. ("DIRECTV") on the other hand, for carriage of *FSN Arizona, FSN Detroit, FSN Midwest, FSN North, FSN Northwest, FSN Pittsburgh, FSN Rocky Mountain, FSN South, FSN Southwest, FSN West, FSN West 2, Sunshine Network, Fox Soccer Channel, Speed Channel, Fox Movie Channel, National Geographic Channel, Fuel TV* and *Fox Sports en Español*. Capitalized terms used in this letter agreement and not otherwise defined have the meanings set forth in the Term Sheet.

FCN and DIRECTV hereby agree, effective as of _____ (the "Effective Date"), to
~~amend the Term Sheet as follows:~~

1. All references in the Term Sheet to "*Fox Sports World*," "World" and "World Agreement" are replaced with "*Fox Soccer Channel*," "FSC" and "FSC Agreement," respectively.
2. Section 2(b) is deleted and replaced with the following:

"(b) Carriage. DIRECTV will distribute FSC to residential subscribers

3. The second sentence in Section 2(c) is deleted and replaced with the following:

"For each residential subscriber receiving FSC on the _____ the monthly base rate per residential subscriber is described in _____ For each residential subscriber receiving FSC on CalcioDirect, the monthly base rate per residential subscriber will be _____"

Each reference in the Term Sheet to "this Agreement" or words of similar meaning will mean and be a reference to the Term Sheet as amended or supplemented by this letter agreement. Except as specifically amended in this letter agreement, (i) the Term Sheet is, and will continue to be in full force and effect and (ii) except to the extent set forth herein, this letter agreement will not operate as a waiver of any provision of the Term Sheet. This letter agreement may not be modified or amended, and no provision of this letter agreement may be waived, except in writing executed by each of the parties.

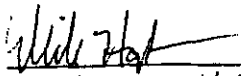
This letter agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

If you are in agreement with the foregoing, please execute and return to me two originals of this letter agreement.

Very truly yours,


Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

By: 
Name: Michael Hopkins
Title: SVP

Agreed and Accepted by:

DIRECTV, INC.

By: 
Name: _____
Title: _____