

FULLY EXECUTED

ORIGINAL

December 2, 2005

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

~~Re: Lodging and Institutions Distribution and RSN Hospitality Fees~~

Dear Dan:

We refer to (i) the Affiliation Agreement for Fox Sports Extreme (as amended from time to time, the "Fuel Agreement") dated as of October 1, 2002 among Fox Cable Networks Services, LLC ("FCN") and other entities on the one hand, and DirecTV, Inc. ("DIRECTV") on the other hand for carriage of *Fuel TV*; (ii) the DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Term Sheet"), by and among FCN 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*; and (iii) the letter agreement dated as of September 29, 2004 (as amended from time to time, the "FX Agreement") between FX Networks, LLC and DIRECTV for carriage of FX. Capitalized terms used in this letter agreement and not otherwise defined have the meanings set forth in the Fuel Agreement, the Term Sheet or the FX Agreement (each, an "Affiliation Agreement" and collectively, the "Affiliation Agreements"), as applicable. "RSNs" means *FSN Arizona, FSN Detroit, FSN Midwest, FSN North, FSN Northwest, FSN Pittsburgh, FSN Rocky Mountain, FSN South, FSN Southwest, FSN West, FSN West 2, and Sunshine Network*. For the purposes of this letter agreement, "Fox Services" means the RSNs plus *Fuel, Speed Channel, National Geographic Channel and/or FX*, as applicable.

FCN and DIRECTV hereby agree, effective as of December 2, 2005 (the "Effective Date"), to supplement the Affiliation Agreements as applicable to incorporate the following terms and conditions:

1. Lodging and Institutions.

- a. By no later than DIRECTV will launch and distribute
FX ("FX"), *Speed Channel* ("Speed") and *National Geographic Channel* ("Nat Geo") on
received by hotels,
motels, inns, hospitals, multi-unit dormitories, multi-unit office buildings and other
similar places of accommodation in which multichannel television service is provided to

occupants on a free-to-guest basis (each, an "Institution" and collectively, the "Institutions")

For avoidance of doubt, "Institutions" shall not include residential multi-dwelling facilities such as apartment buildings, condominium complexes and gated communities. ~~Notwithstanding anything to the contrary in the Affiliation Agreements, for each Institution receiving~~

DIRECTV will pay a license fee (the "Fundamentals License Fee") for equal to

b. By no later than DIRECTV will launch and distribute Nat Geo, Speed and Fuel TV ("Fuel") on the package of video programming services received by Institutions currently known as

c. Reporting. Upon FCN's request, DIRECTV's Commercial Business group will promptly furnish FCN with the following reports on a periodic basis

2. Marketing and Promotion.

- a. FCN and DIRECTV will use commercially reasonable efforts to increase distribution and penetration levels of each of the Fox Services at Institutions receiving including, without limitation, (i) organizing, meeting and negotiating with sub-

_____ regarding the distribution of the Fox Services to Institutions; and (ii) notifying and marketing the availability of additional Fox Services in _____ with authorized DIRECTV dealers, sub-distributors and Institutions.

- b.

3. RSN Hospitality Subscribers. FCN and DIRECTV hereby agree to amend Exhibit B to the Term Sheet to include the terms and conditions set forth on Exhibit A attached hereto.
4. Confidentiality and Press Releases. FCN and DIRECTV will keep the existence and terms of this letter agreement (this "Letter Agreement") and any other proprietary information (including without limitation any subscriber information) strictly confidential, and will not disclose the existence or substance of such matters 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 Letter Agreement or any agreement expressly referenced herein; and (d) to its lenders that are financial institutions or bona fide investors, with confidential treatment required. Notwithstanding the foregoing, FCN or DIRECTV may release one or more press statements regarding this Letter Agreement with the other party's prior written consent (which consent will not be unreasonably withheld, delayed or conditioned).
5. Assignment. This Letter 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 Letter 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 Letter 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. FCN may assign this Agreement in part with respect to any Fox Service without DIRECTV's consent to FCN'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 Fox Service). The assignor will give the other party written notice within thirty (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.

6. **Termination.** In addition to any other rights applicable under this Letter Agreement or at law or in equity, either party may terminate this Letter Agreement if the other party breaches any material term of this Letter Agreement, provided that the breaching party will have 30 days following such notice of termination to cure such breach. If FCN completely discontinues the delivery of any Fox Service in all or any portion of the territory applicable to such Fox Service, this Letter 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 Fox Service. Unless otherwise terminated in accordance with this Letter Agreement, the term of this Letter Agreement for each Fox Service will continue through the term for such Fox Service as set forth in the applicable Affiliation Agreement. If, for any reason, any Affiliation Agreement is terminated or expires with respect to a particular Fox Service, this Letter Agreement will automatically terminate, without further liability under this Agreement to either party, with respect to such Fox Service, but this Letter Agreement will continue with respect to all other Fox Services that have not otherwise expired or been terminated. If DIRECTV discontinues operation of the DTH distribution system and does not distribute any video programming services, this Letter Agreement will automatically expire.
7. **Effect on Affiliation Agreements; Modifications and Amendments.** Each reference in each Affiliation Agreement to "this Agreement" or words of similar meaning will mean and be a reference to such Affiliation Agreement as amended or supplemented by this Letter Agreement. Except as specifically amended or supplemented in this Amendment, (i) each Affiliation Agreement 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 any Affiliation Agreement. 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.
8. **Choice of Law.** This Letter Agreement, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.
9. **Counterparts.** 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 NETWORKS SERVICES, LLC

By: *Michael W. Beard*
Name: *Michael W. Beard*
Title: *VP*

Agreed and Accepted by:

DIRECTV, INC.

By: *Dan Fawcett*
Name: *Executive Vice President - Bus. legal*
Title: *and Programming Acquisitions*
DAN FAWCETT

EXHIBIT A

Amendments to Exhibit B to Term Sheet

Exhibit B to the Term Sheet will be amended as follows:

1. Clause (a)(2) will be deleted and replaced with the following:

2. The following clauses (e) and (d) will be inserted following Section (c) thereof:

All reporting obligations required for subscribers will apply to this Section (d), including without limitation pursuant to this Section (d) separately identified from

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

ORIGINAL

April 2, 2007

Reagan Feeney
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California

Re: Lodging and Institutions Distribution – Joint Marketing and Promotion Funds

Dear Reagan:

We refer to that certain letter agreement, dated as of December 2, 2005 (as amended from time to time, the "Letter Agreement"), by and between Fox Cable Network Services, LLC ("FCN") and DirecTV, Inc. ("DIRECTV") regarding, among other things, the distribution of *FX*, *Speed*, *National Geographic Channel* and *Fuel TV* by Institutions. Capitalized terms used in this letter agreement (this "Amendment") and not otherwise defined shall have the meanings set forth in the Letter Agreement.

FCN and DIRECTV hereby agree, effective as of the date first written above (the "Effective Date"), to amend the Letter Agreement as follows:

1. Marketing and Promotion. FCN and DIRECTV hereby agree that, with respect to

2. Effect on Letter Agreement; Modifications and Amendments. Each reference in the Letter Agreement to "this Letter Agreement" or words of similar meaning will mean and be a reference to the Letter Agreement as amended or supplemented by this Amendment. Except as specifically amended or supplemented in this Amendment, (i) the Letter Agreement is, and will 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 Letter Agreement. This Amendment may not be modified or amended, and no provision of Amendment may be waived, except in writing executed by each of the parties.

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3. Choice of Law. This Amendment, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.
4. Counterparts. 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 letter agreement.

Very truly yours,

Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

By: 

Name: Michael W. Ward

Title: SVP

Agreed and Accepted by:

DIRECTV, INC.

By: 

Name: Reagen Fera

Title: VP, Programming Acq.

DIRECTV Term Sheet
September 20, 2001

ORIGINAL

This DIRECTV Term Sheet (this "Term Sheet"), dated as of September 20, 2001 (the "Effective Date"), is entered into by FOX TELEVISION STATIONS, INC. ("FTS"), FOX SPORTS NETWORKS, LLC or its relevant subsidiaries ("FSN"), FOX SPORTS NET DIRECT, a division of ARC Holding, Ltd. ("FSD"), and FOX CABLE NETWORKS SERVICES, LLC ("FCN"), on the one hand, and DIRECTV, Inc., for itself and on behalf of any affiliated entities (collectively, "DIRECTV"), on the other hand.

Recitals

A.

B.

C. FCN and DIRECTV desire to enter into an agreement for launch and carriage of a new network, *CCTV-9 (US)*, on the terms and conditions set forth below.

Agreement

In consideration of the mutual promises and covenants set forth in this Term Sheet and for other good and valuable consideration, the parties agree as follows:

3. CCTV-9 (US). FCN and DIRECTV hereby agree to the distribution of the service entitled "CCTV-9 (US)", as such name may be changed from time to time (the "Service"), on the following terms:

- (a) Term. The term (the "Term") will commence on the Effective Date and end on

- (b) Grant of Rights. Subject to the terms of this Term Sheet, FCN grants DIRECTV and DIRECTV accepts, the non-exclusive right and obligation to exhibit, distribute and authorize the reception of the Service via DIRECTV's high-powered direct broadcast satellite television system to DIRECTV subscribers in the United States, its territories and possessions (the "Territory").

- (c) Carriage. DIRECTV shall commence carriage of the Service on the later of (i)

At a minimum,

DIRECTV will carry and distribute the Service to each subscriber (including any new subscriber after the date of launch by DIRECTV of the Service) that receives

(d) Content. The Service shall be a national feed of the programming service commonly known as "CCTV-9 (US)," which shall consist of the English-language/English-subtitled channel featuring general news, information and entertainment programming about China (including without limitation news programs, features, documentaries, educational programming, travel shows and dramas), presented on a 24-hour per day, 7 days a week schedule generally consistent with the programming schedule attached hereto as Exhibit "A". DIRECTV will not have discretion or control over the content of the Service (including without limitation selection, scheduling, substitution and withdrawal of any programming), subject to the following:(

(e) Fees.

(f)

(g) Quarterly Statement. Within days after the last day of each fiscal quarter, DIRECTV will deliver a statement, to the best of DIRECTV's knowledge, to FCN containing the number of all subscribers receiving any video programming service from DIRECTV and the number of subscribers to the Service.

(h) Full Time; Single Channel. DIRECTV will distribute the Service to its subscribers so that it is viewed full time, on a single designated channel, in full screen and in its entirety, without interruption, alteration, editing, delay, deletions or additions

(i) Signal. In addition to the primary video and audio signals of the Service (the "Primary Signals"), FCN may use the minimum amount of bandwidth as is reasonably necessary for FCN to transmit closed captioning for the hearing impaired (provided that such closed-captioning shall be contained in line 21 of field one of the VBI as established by FCC rules or in such location as the FCC rules may permit from time to time) and any other information or data required by United States laws or regulations to be transmitted with the Service (the "Required Data"). DIRECTV will deliver the Required Data as part of the Service to each subscriber. All other rights in and to the signal's bandwidth other than the Primary Signals and the Required Data are reserved to DIRECTV for its sole use and exploitation; provided that no such use or exploitation will materially degrade or otherwise materially interfere with the subscribers' viewing perception of the Primary Signal or the Required Data.

(j) Marketing Materials. FCN shall provide DIRECTV, upon DIRECTV's request, with promotional and marketing advice for purposes of DIRECTV's marketing of the Service.

shall grant
DIRECTV the right to use the name and logo of the Service for such marketing and promotion, subject to the prior written consent of FCN, which shall not unreasonably be withheld, conditioned or delayed. If DIRECTV shall request additional such materials, then FCN shall

promptly provide such materials to DIRECTV and DIRECTV shall reimburse FCN for the actual costs thereof. FCN shall not, without DIRECTV's prior written approval, which shall not unreasonably be withheld, conditioned or delayed. FCN shall use commercially reasonable efforts to obtain the rights for DIRECTV to use the names, titles or logos of the programs contained in the Service, or the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof. Any promotional, marketing or other related or similar materials of (or related to) the Service for which FCN has obtained the right to use for the marketing of the Service, including such marketing by DIRECTV, shall be provided to DIRECTV.

(k) Delivery of Signal. FCN shall, at its sole expense, deliver the feed of the Service from a domestic or international communications satellite in the Territory commonly used for transmission of television programming (or, at FCN's option and expense, a fiber optic or other facility reasonably acceptable to DIRECTV) to DIRECTV's uplink facilities currently located in Los Angeles, California and Castle Rock, Colorado.

(l) Change of Satellite. In the event FCN either (i) changes the satellite by which the

(g)

4. Miscellaneous.

(a) Entire Agreement. This Term Sheet constitutes the entire understanding between FCN and DIRECTV concerning distribution of the Service by DIRECTV. Each party acknowledges that it is not entering into this Term Sheet in reliance upon any term, condition, representation or warranty not stated in this Term Sheet. This Term Sheet supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to distribution

of the Service by DIRECTV. DIRECTV will not distribute the Service pursuant to the terms and conditions of any other agreement without FCN's prior written consent, which consent FCN may withhold in its sole discretion.

(c) Assignment. This Term Sheet 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 Term Sheet in whole or in part without the other party's prior written consent. Notwithstanding the prior sentence, either party may assign this Term Sheet without the other party's consent to 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 DIRECTV (if DIRECTV is the assignor) or relating to the Service (if FCN is the assignor)), or (ii) an entity under common control with, controlled by or in control of the assignor. 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 shall not be deemed to be a breach hereunder.

(d) Confidentiality and Press Releases. FCN and DIRECTV and their respective employees will keep the existence and terms of this Term Sheet and any proprietary or subscriber information provided by one party to the other party (the "Confidential Information") strictly confidential and they 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 4(d); (D) in order to enforce any of its rights pursuant to this Term Sheet; (E) to potential investors, insurers, financing entities provided, however, that each person to which such disclosure is made agrees to be bound by the provisions of this Section 4(d); or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party; provided that FCN may issue one or more press statements regarding carriage of the Service by DIRECTV with DIRECTV's consent (such

consent not to unreasonably be withheld, conditioned or delayed).

(e) Representations and Warranties.

(i) FCN represents and warrants to DIRECTV that: (a) it has the power and authority to enter into this Term Sheet and to perform fully its obligations hereunder, (b) it has not and will not during the Term enter into an agreement or arrangement which will limit, restrict or impair the performance of its obligations hereunder or DIRECTV's distribution of the Service; and (c) it is in compliance with all applicable laws and regulations relating to distribution of the Service, with which the failure to comply would result in a material adverse effect; and (d) it has secured and shall maintain all rights necessary to comply with its obligations hereunder 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 DIRECTV's distribution of, the Service (including without limitation, the right to use the name and logos of the Service and the promotional materials supplied or approved by FCN).

(ii) DIRECTV represents and warrants to FCN that: (a) it has the power and authority to enter into this Term Sheet and to perform fully its obligations hereunder, (b) it has not and will not during the Term enter into an agreement or arrangement which will limit, restrict or impair the performance of its obligations hereunder or DIRECTV's distribution of the Service; and (c) it is in compliance with all applicable laws and regulations relating to distribution of the Service, with which the failure to comply would result in a material adverse effect.

(f) Indemnification. Each party to this Term Sheet shall indemnify and hold harmless the other party and such other party's parents, affiliates, subsidiaries, permitted successors and assigns, ~~and the respective owners, officers, directors, agents and employees of each, from and~~ against any and all liability, actions, claims, demands, losses, damages or expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) caused by or arising out of: the indemnifying party's breach or alleged breach of this Term Sheet. Notwithstanding anything to the contrary herein, neither party shall be liable to the other party for lost profits, loss of revenues or incidental or consequential damages.

(g) Waiver. The failure of any party to insist upon strict performance of any provision of this Term Sheet shall not be construed as a waiver of any subsequent breach of the same or similar nature. Subject to Section 4(f), 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.

(h) Force Majeure. Notwithstanding any other provision in this Term Sheet, neither FCN nor DIRECTV shall have any liability to the other or any other person or entity with respect to any failure of FCN or DIRECTV, 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 the performance of FCN's U.S. Satellite or the DBS Satellite(s) or transponders on such satellites (as applicable) or of the DBS distribution system, or of any scrambling/descrambling equipment or

any other equipment owned or maintained by others, any failure at the origination and uplinking center used by FCN or DIRECTV, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of FCN or DIRECTV, as the case may be (a "Force Majeure"). If DIRECTV 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 the DBS Satellite on which the Service was carried and so notifies FCN, then either party may terminate this Term Sheet effective upon written notice to the other party. The parties acknowledge and agree that although the Service 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 DIRECTV 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 DIRECTV, at DIRECTV's sole discretion. Accordingly, FCN further acknowledges and agrees that the provisions set forth in the first sentence of this Section 4(h) shall apply and shall exculpate DIRECTV and excuse the performance of DIRECTV 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 may not cease distributing the Service unless DIRECTV has ceased distributing three other comparable services due to said Force Majeure event.

(i) Governing Law. This Term Sheet, and the rights and obligations hereunder, will be governed by the laws of the State of California, without reference to conflict of law provisions. This Term Sheet and the license granted by FCN to DIRECTV under Section 3 of this Term Sheet are limited by, and subject to, any restrictions imposed by law or regulation and ~~any restrictions imposed on FCN or any programming supplier.~~

(j) Cessation of Program Distribution. If DIRECTV's carriage of the Service violates any law, then, following written notice to FCN, DIRECTV may cease distributing such programming to the extent, but only to the extent, necessary and for the time necessary, to prevent such violation of law from continuing.

(k) Termination Upon Default. Either party may terminate this Agreement (the "Terminating Party") if the other party (the "Defaulting Party") is in material breach of or default under any provision of this Agreement. For purposes of this Section 4(k), a default shall be any of the following:

(A) the Defaulting Party fails to perform any of its covenants or obligations hereunder in all material respects or makes any material misrepresentation hereunder, which failure or misrepresentation is not cured within ten (10) business days after written notice thereof is given by the other party;

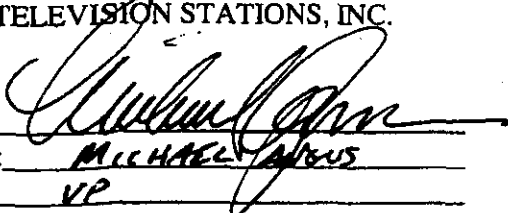
(B) the Defaulting Party dissolves or liquidates, or transfers all or substantially all of its assets to another person or entity otherwise than as permitted under Section 4(c) of this Agreement; or

(C) the Defaulting Party becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature, or a receiver is appointed or any of its assets or properties, and the same is not dismissed, vacated, or stayed within ninety (90) days.

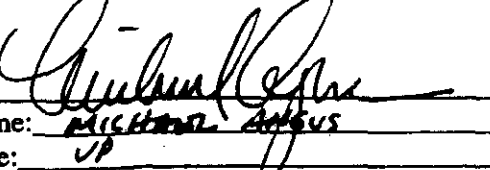
(I) Other Remedies. If this Agreement is terminated in accordance with the provisions set forth in Section 4.1 above, the Terminating Party shall be entitled to exercise all remedies which may be available to it, either at law or in equity, or both, but subject to the limitation contained in Section 4(f) hereof.

IN WITNESS WHEREOF, this Term Sheet is duly executed by each party as of the Effective Date. This Term Sheet may be executed in counterparts, each of which is an original and all of which together constitute one and the same Term Sheet. Signatures to this Term Sheet may be delivered by facsimile and will be binding upon the parties.

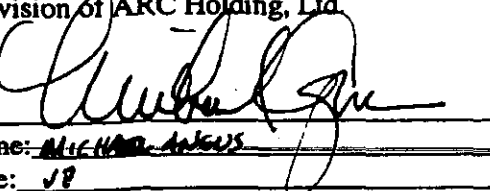
FOX TELEVISION STATIONS, INC.

By: 
Name: MICHAEL ANGUS
Title: VP

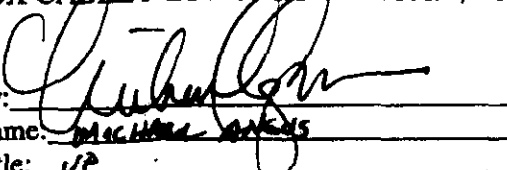
FOX SPORTS NETWORKS, LLC

By: 
Name: MICHAEL ANGUS
Title: VP


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

By: 
Name: MICHAEL ANGUS
Title: VP

FOX CABLE NETWORKS SERVICES, LLC

By: 
Name: MICHAEL ANGUS
Title: VP

DIRECTV, INC.

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

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

AFFILIATION AGREEMENT
FOR DTH SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING

DIRECTV, INC.

and

[REDACTED]
SPORTSCHANNEL CINCINNATI ASSOCIATES

SPORTSCHANNEL OHIO ASSOCIATES

SPORTSCHANNEL FLORIDA ASSOCIATES

[REDACTED]
and
[REDACTED]

AFFILIATION AGREEMENT
FOR DTH SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING

AGREEMENT, made as of this 21st day of December, 2004, by and between each of [REDACTED] partnership, SPORTSCHANNEL CINCINNATI ASSOCIATES, a New York general partnership, SPORTSCHANNEL OHIO ASSOCIATES, a New York general partnership, SPORTSCHANNEL FLORIDA ASSOCIATES, a New York general partnership, [REDACTED] (each, a "Programmer"), respectively, on the one hand, and DIRECTV, INC., a California corporation ("Affiliate"), on the other hand.

WHEREAS:

A. Affiliate has established a direct to home ("DTH") satellite-based television system in North America; and

B. Affiliate desires to obtain the rights to distribute (i) [REDACTED]

[REDACTED] (ii) the programming service currently known as "FSN Net Ohio" ("FSNO") and operated by SportsChannel Ohio Associates, (iii) the programming service currently known as "FSN Cincinnati" ("FSNC") and operated by SportsChannel Cincinnati Associates, (iv) the programming service currently known as "FSN Florida" ("FSNFL") and operated by SportsChannel Florida Associates, [REDACTED]

[REDACTED] (each, a "Service", and, collectively, the "Services," as further defined in Section 1.2.1 below) via the DTH Distribution System (as defined in Section 1.1.2 below) in each case subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

1.1 Distribution; Certain Definitions.

1.1.1 Subject to the terms and conditions set forth in this Agreement, each Programmer hereby grants to Affiliate the non-exclusive right to distribute (i) such Programmer's Service(s) and (ii) such Programmer's Service(s) on an basis, in each case via the DTH Distribution System to DIRECTV Subscribers' televisions, or other similar authorized

reception devices during the Term (as defined in Section 6.1 below) hereof. Affiliate shall have the right to use the names, titles or logos of the Services or any variations thereof pursuant to the terms set forth herein.

1.1.2 For purposes of this Agreement, the following terms shall have the following meanings:

(i) "DTH Distribution System" shall mean the distribution system for video and other programming services whereby the programming satellite signal or feed is received from a Programmer's transponder source by a DIRECTV turnaround earth-station facility which compresses and processes the signal or feed and then uplinks it at one of the DIRECTV Frequencies on a DTH communications satellite (a "DTH Satellite") for transmission to DIRECTV Subscribers.

(ii) "DIRECTV Frequencies" shall mean the DTH operating frequencies associated with an orbital location or locations, for which Affiliate or an Affiliated Company (as defined in Section 8.1 below) is either the Federal Communications Commission ("FCC"), permittee or is otherwise the authorized user thereof through an arrangement with a third party.

(iii) "DIRECTV Subscribers" shall mean those residential dwellings (including, without limitation, individual dwellings in multiple dwelling buildings and multiple