



REDACTED
FOR PUBLIC INSPECTION

10000 Santa Monica Boulevard
Los Angeles, California 90067
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mhopkins@foxcable.com

FOX CABLE NETWORKS GROUP

Michael C. Hopkins
Senior Vice President
Affiliate Sales

Michael Thornton
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245

ORIGINAL

FULLY EXECUTED

Dear Michael:

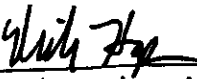
I am writing to confirm the agreement between FX Networks, LLC ("FX") and DIRECTV, Inc. ("DirecTV") effective as of the date of this letter agreement.

1. Agreement. FX and DirecTV hereby agree to the distribution of FX on the terms and conditions described on the attached Exhibit A.
2. Long-Form Agreement. FX and DirecTV will endeavor in good faith to negotiate and execute a long-form agreement to reflect the terms and conditions set forth in this letter agreement. Notwithstanding the foregoing, the terms set forth in this letter agreement constitute a binding agreement between FX and DirecTV.
3. Miscellaneous. This letter agreement is governed by the laws of the State of California, without reference to conflict of law provisions. ~~This letter agreement may be executed in~~ counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this letter agreement may be delivered by facsimile and will be binding upon the parties.

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

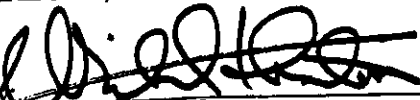
Very truly yours,

FX NETWORKS, LLC

By: 
Name: Mike Hopkins
Title: SVP

Agreed and accepted by:

DIRECTV, INC.

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

**EXHIBIT A
Deal Terms**

1. Term: 10/1/04 -
2. Carriage commitment: Carriage on
3. Monthly Base Rates:
4. Surcharge Rights: Fox to have surcharge rights for games on
~~terms and conditions to be negotiated in good faith in the long-form agreement.~~
5. Ad Time: Affiliate ad time will be minutes per hour,
- 6.

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October 1, 2005

VIA FACSIMILE AND OVERNIGHT MAIL

Satélites de Puerto Rico, Ltd.
Carretera 887, Esquing 848
Barrio San Antón
Carolina
Puerto Rico
Facsimile: (787) 776-5214
Attn.: Thelma Lopez, General Manager

Re: *Speed Channel*

Dear Thelma:

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 ("FCNS") and other entities, on the one hand and DIRECTV on the other hand. Capitalized terms used in this letter agreement and not otherwise defined have the meanings set forth in the Term Sheet.

This letter (the "Letter Agreement") confirms the following agreement between FCNS and Satélites de Puerto Rico, Ltd. ("SPR"), effective October 1, 2005 (the "Effective Date").

NC.III.B 0176

Each referenced in the Term Sheet to "this Agreement" or words of similar meaning will mean and be a reference to such agreement as amended by this Letter Agreement. Except as specifically amended by this Letter Agreement, the Term Sheet is and will continue to be, in full force and effect and this Letter Agreement will not operate as a waiver of any provision of such agreement.

If the foregoing is acceptable, please have an authorized representative of SPR execute and deliver two copies of this Letter Agreement to my attention. SPR represents and warrants to FCNS that the person executing this Letter Agreement on behalf of SPR has ~~been duly authorized to do so and such execution is binding upon SPR. This Letter Agreement may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) will be deemed an original and all of which together will constitute the same agreement and will be binding upon the parties.~~

Best regards,

FOX CABLE NETWORK SERVICES, LLC

SATÉLITES DE PUERTO RICO,
LTD.

By: Michael Hopkins
Name: Michael Hopkins
Title: SVP

By: JACOB BARCO
Name: JACOB BARCO
Title: S.V.P.

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ORIGINAL

October 1, 2005

Satélites de Puerto Rico, Ltd.
Carretera 887, Esquing 848
Barrio San Antón
Carolina
Puerto Rico
Facsimile: (787) 776-5214
Attn.: Thelma Lopez, General Manager

FULLY EXECUTED

Re: *FX*

Dear Thelma:

This letter agreement (this "Letter Agreement"), effective as of October 1, 2005 (the "Effective Date") sets forth the agreement between Satélites de Puerto Rico, Ltd. ("DTVLA") and Fox Cable Network Services, LLC ("Network") for distribution of the video programming service currently known as *FX* (as such name may be changed from time to time, "FX"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth on Exhibit A attached hereto.

Network and DTVLA hereby agree to the distribution of *FX* on the following terms:

-
1. Carriage. On or before _____ DTVLA will launch and distribute *FX* via the DTH Distribution System in the Territory as part of _____

2. License Fees. Within _____ after the last day of each calendar month, DTVLA will pay Network a license fee on each subscriber (the "License Fee") in accordance with this Section 2 and Section 3 hereof. DTVLA will pay all amounts due under this Letter Agreement by delivering immediately available funds to Network at _____ (or any other location as Network may designate). As compensation for DTVLA's right to distribute FX, DTVLA shall pay Network the applicable monthly base rate per residential subscriber (the "Base Rate") set forth in the table below:

3.

b.

c.

4. Term. The term of this Letter Agreement (the "Term") will commence on October 1, 2005 and will end on _____ In the event that the letter agreement dated as of September 29, 2004, between FX Networks, LLC and DIRECTV, Inc. (as amended from time to time, the "FX Agreement") is terminated for any reason, then either party may terminate this Letter Agreement upon 30 days' prior written notice.
5. Surcharge Rights. Network will be subject to the same the terms and conditions regarding surcharges that have been agreed upon between FX Networks, LLC and DIRECTV, Inc.
- 6.

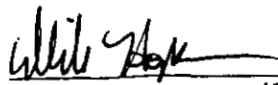
7. Ad Time. Network will make available to DTVLA, for use by DTVLA, an average of minutes of commercial advertising time in each hour of FX (or, in those programs where there is less than minutes, all such lesser amount of time if any, available in such programs). DTVLA's use of commercial advertising time is subject to Network's reasonable restrictions and standards, generally consistent with standard industry practice and uniformly applied, delivered in writing from time to time to DTVLA.
 8. Additional Terms and Conditions. Sections 18 through 29 and Section 10 of Exhibit A to that certain DIRECTV/Fox Term Sheet dated as of October 1, 2004 (as amended from time to time, the "Term Sheet") shall be incorporated into this Letter Agreement, and (i) all references in such provisions to "DIRECTV" will be deemed to be references to "DTVLA," (ii) references to "Fox Group," "each Fox Group Entity," "any Fox Group entity," or words of similar import shall be deemed to be references to "Network," and (iii) all references to "any Service," "the Services," "the applicable Service" or words of similar import shall be deemed to be references to FX, respectively, hereunder.
 9. Long-Form Agreement. Network and DTVLA will endeavor in good faith to negotiate and execute a long-form agreement to reflect the terms and conditions set forth in this letter agreement. Notwithstanding the foregoing, the terms set forth in this letter agreement constitute a binding agreement between Network and DTVLA.
-

If you are in agreement with the foregoing, please execute and return to me two originals of this Letter Agreement. This Letter Agreement may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) will be deemed an original and all of which together will constitute the same agreement and will be binding upon the parties.

Very truly yours,

Agreed and Accepted By:

FOX CABLE NETWORK SERVICES, LLC

By: 
Name: Michael LA PRIN
Title: SVP

Agreed and Accepted by:

SATELITES DE PUERTO RICO, LTD.

By: 
Name: JACOPO BRACCO
Title: S.V.P.

ADDENDUM

COMMERCIAL AIRLINE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 7 day of July, 2004, by and between FX NETWORKS, LLC ("PROGRAMMER"), and DIRECTV, Inc. ("DIRECTV"), and sets forth the terms and conditions upon which PROGRAMMER authorizes DIRECTV to exhibit the programming service (as described below) to passengers of commercial airlines (each, an "Airline" and, collectively, the "Airlines"). The parties agree as follows:

1. **Rights Granted.** PROGRAMMER hereby grants to DIRECTV (and specifically excludes from such grant any of DIRECTV's in-flight entertainment equipment installers or marketing agents such as LiveTV™ (each, an "IFE")) the non-exclusive right to distribute FX (the "Service"), as part of the DIRECTV Airborne™ Service offered to passengers on-board commercial aircraft (the "Aircraft") operated by the Airlines within the continental United States (the "Territory") during the Term (as defined below) of this Agreement.

2. **Distribution of the Service.**

(a) DIRECTV hereby accepts such license on the terms and conditions stated herein, and shall authorize the distribution of the Service as part of the DIRECTV Airborne Service to each Airline in its entirety (including all advertisements and promotional spots included in the Service as received by the Aircraft from DIRECTV) without any editing, alterations, interruptions, deletions, additions or insertions except as required for safety reasons. For purposes of this Agreement only, such distribution shall be strictly limited to in-flight, in-seat exhibition on the Aircraft, and nothing in this Agreement permits the exhibition of the Service in airport terminals, gates or passenger waiting areas or any other area outside of the Aircraft.

~~(b) The parties acknowledge and agree that DIRECTV shall have no control over whether any Airline passenger elects to view the Service at any time while the DIRECTV Airborne Service is made available.~~

(c)

3. **Term.** The term (the "Term") of this Agreement shall be for a period commencing upon the date hereof and shall expire on the earlier of (i) (the "End Date"), or (ii)

4. **Fees.**

5. **Delivery.** DIRECTV shall receive and distribute the signal of the Service as transmitted by PROGRAMMER in accordance with the terms of this Agreement. DIRECTV's licensed IFEs shall be solely responsible for the purchase and installation of all equipment necessary to receive the Service and all costs associated with receiving the Service on the Aircraft.

6. **Marketing Rights.** PROGRAMMER hereby grants to DIRECTV during the Term the rights contained in this Section 6 (which rights may be assigned by DIRECTV to a participating IFE or Airline), but not the obligation, to be exercised by DIRECTV in its sole discretion, with respect to its marketing of the Service: (i) the right to use any and all marketing materials delivered by PROGRAMMER to DIRECTV (and/or a participating IFE or Airline) for the purposes of marketing the Service ("Marketing Materials"); (ii) the right to manufacture and produce its own marketing materials ("DIRECTV Marketing Materials"), subject to the prior approval of PROGRAMMER, such approval not to be unreasonably withheld or delayed; and (iii) the right to use the Service's names and/or logos to market the Service as contemplated under this Agreement.

7. **Trademarks and Promotion.** DIRECTV hereby acknowledges that the Service mark, any other marks identified by PROGRAMMER to DIRECTV in writing, the names of certain programs and programming series, and the programming and other copyrighted material or other intellectual properties appearing in the Service are the property of PROGRAMMER. DIRECTV (and its IFEs and the Airlines) shall not use such PROGRAMMER property in any way or to do any advertising or promotion mentioning the Service or the programming except as explicitly authorized herein, or as approved in writing by PROGRAMMER. Once a particular use is approved by PROGRAMMER, DIRECTV may continue such use unless and until PROGRAMMER provides written notice that it is revoking such approval. Without limiting the foregoing, uses by DIRECTV (and its IFEs and the Airlines) of such names and marks in a factual manner in routine promotional materials such as program guides, program listings, channel identifiers, bill stuffers and any material intended to advise passengers or potential passengers of the availability and scheduling of the Service once initially provided or approved shall be deemed approved unless and until PROGRAMMER provides written notice that it is revoking such approval.

8. **Representations and Warranties.**

(a) DIRECTV represents, warrants and covenants to PROGRAMMER that (i)

it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it shall comply with all material laws and regulations relating to the distribution of the DIRECTV Airborne Service to the Airlines; and (iii) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

(b) PROGRAMMER hereby represents, warrants and covenants to DIRECTV that (x) it possesses all necessary rights, and hereby grants such rights to DIRECTV, to authorize and permit DIRECTV to distribute the Service pursuant to the terms and conditions of this Agreement; (y) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and (z) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

9. **Indemnification.**

(a) PROGRAMMER agrees to indemnify, defend and hold harmless DIRECTV and its directors, officers, agents and employees (collectively, "DIRECTV Indemnitees") from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") incurred in connection with (i) PROGRAMMER's breach of this Agreement including the falsity or breach of any of PROGRAMMER's representations and warranties hereunder; (ii) the content of the Service as furnished by PROGRAMMER to DIRECTV and distributed under and in accordance with this Agreement; and (iii) any Claim arising from PROGRAMMER's marks, logos, or materials as provided by PROGRAMMER to DIRECTV, unless such Claim results from DIRECTV's use of such marks, logos or materials in breach of this Agreement or otherwise inconsistent with PROGRAMMER's written instructions made to DIRECTV regarding such use.

~~(b) DIRECTV agrees to indemnify, defend and hold harmless PROGRAMMER and its directors, officers, agents and employees (collectively, "PROGRAMMER Indemnitees") from and against any and all Claims incurred in connection with (i) DIRECTV's breach of this Agreement including the falsity or breach of any of DIRECTV's representations and warranties hereunder; (ii) DIRECTV's marketing of the Service (except to the extent resulting from PROGRAMMER's marks, logos, or materials provided by PROGRAMMER); and (iii) any distribution by DIRECTV of the Service outside of the scope of this Agreement, as set forth herein.~~

10. **Assignment.** Neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent of the other party except to an entity which, as of the date of this Agreement, controls, is controlled by or is under common control with the assigning party.

11. **Termination.**

Either party shall have the right to terminate this Agreement immediately in the event that the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the

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non-breaching party. In the event of such termination hereunder, DIRECTV shall cause the Airlines to cease exhibition of the Service promptly. Neither PROGRAMMER nor DIRECTV shall have any further liability to the other party, the IFEs or the Airlines in the event of termination hereunder, other than those liabilities and obligations which shall have accrued prior to the date of termination.

12. **Confidentiality.** The parties agree to keep confidential the terms of this Agreement, as well as all data, summaries, reports or other information acquired from the other party's personnel or files, and will not disclose any such information to third parties without the prior written consent of the other party.

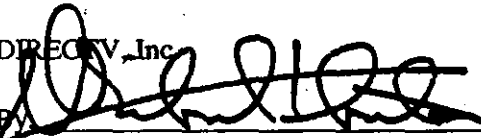
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

FX NETWORKS, LLC

By: 

Name: SVP

Title: Michael Hopkins

DIRECTV, Inc
By: 

Name: Michael Thornton

Title: Senior Vice President

COMMERCIAL AIRLINE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 9 day of July, 2004, by and between FOX MOVIE CHANNEL, INC. ("PROGRAMMER"), and DIRECTV, Inc. ("DIRECTV"), and sets forth the terms and conditions upon which PROGRAMMER authorizes DIRECTV to exhibit the programming service (as described below) to passengers of commercial airlines (each, an "Airline" and, collectively, the "Airlines"). The parties agree as follows:

1. **Rights Granted.** PROGRAMMER hereby grants to DIRECTV (and specifically excludes from such grant any of DIRECTV's in-flight entertainment equipment installers or marketing agents such as LiveTV™ (each, an "IFE")) the non-exclusive right to distribute Fox Movie Channel (the "Service"), as part of the DIRECTV Airborne™ Service offered to passengers on-board commercial aircraft (the "Aircraft") operated by the Airlines within the continental United States (the "Territory") during the Term (as defined below) of this Agreement.

2. **Distribution of the Service.**

(a) DIRECTV hereby accepts such license on the terms and conditions stated herein, and shall authorize the distribution of the Service as part of the DIRECTV Airborne Service to each Airline in its entirety (including all advertisements and promotional spots included in the Service as received by the Aircraft from DIRECTV) without any editing, alterations, interruptions, deletions, additions or insertions except as required for safety reasons. For purposes of this Agreement only, such distribution shall be strictly limited to in-flight, in-seat exhibition on the Aircraft, and nothing in this Agreement permits the exhibition of the Service in airport terminals, gates or passenger waiting areas or any other area outside of the Aircraft.

(b) The parties acknowledge and agree that DIRECTV shall have no control over whether any Airline passenger elects to view the Service at any time while the DIRECTV Airborne Service is made available.

(c)

3. **Term.** The term (the "Term") of this Agreement shall be for a period commencing upon the date hereof and shall expire on the earlier of (i) (the "End Date"), or (ii)

4. Fees.

5. Delivery. DIRECTV shall receive and distribute the signal of the Service as transmitted by PROGRAMMER in accordance with the terms of this Agreement. DIRECTV's licensed IFEs shall be solely responsible for the purchase and installation of all equipment necessary to receive the Service and all costs associated with receiving the Service on the Aircraft.

6. Marketing Rights. PROGRAMMER hereby grants to DIRECTV during the Term the rights contained in this Section 6 (which rights may be assigned by DIRECTV to a participating IFE or Airline), but not the obligation, to be exercised by DIRECTV in its sole discretion, with respect to its marketing of the Service: (i) the right to use any and all marketing materials delivered by PROGRAMMER to DIRECTV (and/or a participating IFE or Airline) for the purposes of marketing the Service ("Marketing Materials"); (ii) the right to manufacture and produce its own marketing materials ("DIRECTV Marketing Materials"), subject to the prior approval of PROGRAMMER, such approval not to be unreasonably withheld or delayed; and (iii) the right to use the Service's names and/or logos to market the Service as contemplated under this Agreement.

7. Trademarks and Promotion. DIRECTV hereby acknowledges that the Service mark, any other marks identified by PROGRAMMER to DIRECTV in writing, the names of certain programs and programming series, and the programming and other copyrighted material or other intellectual properties appearing in the Service are the property of PROGRAMMER. DIRECTV (and its IFEs and the Airlines) shall not use such PROGRAMMER property in any way or to do any advertising or promotion mentioning the Service or the programming except as explicitly authorized herein, or as approved in writing by PROGRAMMER. Once a particular use is approved by PROGRAMMER, DIRECTV may continue such use unless and until PROGRAMMER provides written notice that it is revoking such approval. Without limiting the foregoing, uses by DIRECTV (and its IFEs and the Airlines) of such names and marks in a factual manner in routine promotional materials such as program guides, program listings, channel identifiers, bill stuffers and any material intended to advise passengers or potential passengers of the availability and scheduling of the Service once initially provided or approved shall be deemed approved unless and until PROGRAMMER provides written notice that it is revoking such approval.

8. Representations and Warranties.

(a) DIRECTV represents, warrants and covenants to PROGRAMMER that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it shall comply with all material laws and regulations relating to the distribution of the DIRECTV Airborne Service to the Airlines; and (iii) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

(b) PROGRAMMER hereby represents, warrants and covenants to DIRECTV that (x) it possesses all necessary rights, and hereby grants such rights to DIRECTV, to authorize and permit DIRECTV to distribute the Service pursuant to the terms and conditions of this Agreement; (y) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and (z) the execution of this Agreement and the performance of its obligations hereunder does not and will not violate any applicable law.

9. **Indemnification.**

(a) PROGRAMMER agrees to indemnify, defend and hold harmless DIRECTV and its directors, officers, agents and employees (collectively, "DIRECTV Indemnitees") from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") incurred in connection with (i) PROGRAMMER's breach of this Agreement including the falsity or breach of any of PROGRAMMER's representations and warranties hereunder; (ii) the content of the Service as furnished by PROGRAMMER to DIRECTV and distributed under and in accordance with this Agreement; and (iii) any Claim arising from PROGRAMMER's marks, logos, or materials as provided by PROGRAMMER to DIRECTV, unless such Claim results from DIRECTV's use of such marks, logos or materials in breach of this Agreement or otherwise inconsistent with PROGRAMMER's written instructions made to DIRECTV regarding such use.

(b) DIRECTV agrees to indemnify, defend and hold harmless PROGRAMMER and its directors, officers, agents and employees (collectively, "PROGRAMMER Indemnitees") from and against any and all Claims incurred in connection with (i) DIRECTV's breach of this Agreement including the falsity or breach of any of DIRECTV's representations and warranties hereunder; (ii) DIRECTV's marketing of the Service (except to the extent resulting from PROGRAMMER's marks, logos, or materials provided by PROGRAMMER); and (iii) any distribution by DIRECTV of the Service outside of the scope of this Agreement, as set forth herein.

10. **Assignment.** Neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent of the other party except to an entity which, as of the date of this Agreement, controls, is controlled by or is under common control with the assigning party.

11. **Termination.**

Either party shall have the right to terminate this Agreement immediately in the event that the other party breaches any of the provisions of this Agreement

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and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party. In the event of such termination hereunder, DIRECTV shall cause the Airlines to cease exhibition of the Service promptly. Neither PROGRAMMER nor DIRECTV shall have any further liability to the other party, the IFEs or the Airlines in the event of termination hereunder, other than those liabilities and obligations which shall have accrued prior to the date of termination.

12. **Confidentiality.** The parties agree to keep confidential the terms of this Agreement, as well as all data, summaries, reports or other information acquired from the other party's personnel or files, and will not disclose any such information to third parties without the prior written consent of the other party.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

FOX MOVIE CHANNEL, INC.

By: 

Name: Michael Hopkins

Title: SVP

DIRECTV, Inc.


Name: Michael Thornton

Title: Senior Vice President

COMMERCIAL AIRLINE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 9 day of July, 2004, by and between NGC Network US, LLC ("PROGRAMMER"), and DIRECTV, Inc. ("DIRECTV"), and sets forth the terms and conditions upon which PROGRAMMER authorizes DIRECTV to exhibit the programming service (as described below) to passengers of commercial airlines (each, an "Airline" and, collectively, the "Airlines"). The parties agree as follows:

1. **Rights Granted.** PROGRAMMER hereby grants to DIRECTV (and specifically excludes from such grant any of DIRECTV's in-flight entertainment equipment installers or marketing agents such as LiveTV™ (each, an "IFE")) the non-exclusive right to distribute National Geographic Channel (the "Service"), as part of the DIRECTV Airborne™ Service offered to passengers on-board commercial aircraft (the "Aircraft") operated by the Airlines within the continental United States (the "Territory") during the Term (as defined below) of this Agreement.

2. **Distribution of the Service.**

(a) DIRECTV hereby accepts such license on the terms and conditions stated herein, and shall authorize the distribution of the Service as part of the DIRECTV Airborne Service to each Airline in its entirety (including all advertisements and promotional spots included in the Service as received by the Aircraft from DIRECTV) without any editing, alterations, interruptions, deletions, additions or insertions except as required for safety reasons. For purposes of this Agreement only, such distribution shall be strictly limited to in-flight, in-seat exhibition on the Aircraft, and nothing in this Agreement permits the exhibition of the Service in airport terminals, gates or passenger waiting areas or any other area outside of the Aircraft.

(b) The parties acknowledge and agree that DIRECTV shall have no control over whether any Airline passenger elects to view the Service at any time while the DIRECTV Airborne Service is made available.

(c)

3. **Term.** The term (the "Term") of this Agreement shall be for a period commencing upon the date hereof and shall expire on the earlier of (i) "End Date"), or (ii)