

EXECUTION

(b) The Service. The "Service" shall mean and consist of the national feed of the programming service commonly known as "**Fox News Channel**," which shall consist of

sports news, children's news, weather and entertainment news, presented on a 24-hour per day schedule. 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.

(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 as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any editing, delays, alterations, interruptions, deletions or additions (excepting

Programmer acknowledges that the DBS Distribution System requires and applies digital compression and encryption processes prior to transmission and decryption and decompression processes upon reception and agrees that such processing does not constitute an alteration and/or other modification of the Service; and

(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.

(d) All rights granted herein shall be subject to the rights of Fox Television Inc. (including, without limitation, Fox Television Network and its affiliates or other authorized stations) to excerpt from the Service. The Service may include appropriate programming material produced by and for Fox Television Network, a Fox-owned or affiliated station, or by other sources; provided, however, that the Service as a whole maintains a separate identity in format and content.

(e) Except pursuant to Section 6 hereof, once the Service Commencement Date has occurred, Affiliate shall not have any right to delete or discontinue the Service, or downgrade or reduce the hours of carriage for any period of time.

(f) Notwithstanding any provision herein to the contrary, it is understood and agreed

Nothing herein shall prevent Affiliate from providing the Service to DIRECTV Subscribers in multiple dwelling units provided that such subscribers are receiving Affiliate's programming via the DBS Distribution System.

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2. Reports and Payments.

(a) Reports; Payments; Audit Rights. Within _____ days after the end of each calendar month during the Term, Affiliate shall furnish Programmer a computer print-out or statement containing a detailed calculation of the number of "Service Subscribers" (defined as DIRECTV Subscribers authorized by Affiliate to receive the Service), as calculated by Affiliate as the average of the total number of Service Subscribers on the first and last day of such preceding calendar month (the "Monthly Subscriber Level") together with payment of the License Fees in respect of such Service Subscribers, calculated pursuant to Section 2(b). Programmer shall accord confidential treatment to any information contained in the aforementioned statement in accordance with Section 15. At Programmer's request, Affiliate shall permit Programmer or its representatives to review, during the Term (no more than once each calendar year) and for _____ and on a one-time basis only thereafter, such DIRECTV Subscriber records as required for the sole purpose of verifying such statements at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices. Such review shall be at Programmer's sole cost and expense. The information derived from and the process of such review shall be subject to the confidentiality provisions of Section 15, and any third party auditor shall be required to acknowledge in writing its agreement to such confidentiality provisions.

(b) License Fees. As full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, for each calendar month during the period from Service Commencement Date to _____ for each DIRECTV Subscriber receiving the Service from Affiliate for such month, a fee of _____ per Service Subscriber ("License Fee"). The License Fee for each calendar year thereafter throughout the Term shall be equal to _____.

The number of residential Service Subscribers during any month shall be equal to the average of the number of residential Service Subscribers at the beginning of the month and the number of residential Service Subscribers at the end of the month. If Affiliate provides the Service to commercial Service Subscribers and charges a rate for the level or package of service on which the Service is carried that is higher than the rate Affiliate charges for providing such level or package of service to a residential Service Subscriber, then the monthly License Fee payable to Programmer for such service hereunder in connection with such commercial Service Subscriber shall be increased by multiplying the applicable monthly License Fee by a fraction (x) the numerator of which is the rate Affiliate is charging such commercial Service Subscribers for such service and (y) the denominator of which is the rate Affiliate charges residential Service Subscribers for such service.

(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 _____ per month compounded monthly or at the highest lawful rate, whichever shall be the
Fox News Affiliation

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lesser, from the date such amounts were due until they are paid. If Programmer engages the services of any collection agency or independent legal counsel to collect past due fees owed to Programmer by Affiliate under this Agreement, Programmer shall be entitled to full reimbursement from Affiliate for all reasonable costs and expenses incurred in such collection efforts, including reasonable attorney's fees.

(e) Bulk Billing. In addition to and not in limitation of the other distribution rights granted hereunder, Affiliate shall have the right to distribute the Service to hotels, motels, commercial office buildings, hospitals, other healthcare facilities, university dormitories, multiple dwelling facilities and other commercial locations (each a "Bulk-Rate Facility(ies)") on a bulk-rate basis, as calculated as follows. In calculating the applicable License Fees hereunder, "Bulk Bill Service Subscribers" shall be included as Service Subscribers under Section 2(b) above, and such "Bulk Bill Service Subscribers" shall be calculated monthly by dividing Affiliate's total monthly revenues received (net of applicable taxes, refunds and rebates) from each account at Bulk-Rate Facilities attributable to programming packages containing the Service, by the non-bulk bill prices of such programming packages, respectively.

(f) Service Outages. If during any calendar month Programmer is unable to transmit the Service to Affiliate for distribution via the DBS Distribution System for any reason other than Affiliate's non-performance of an obligation hereunder or a Force Majeure affecting Affiliate's DBS Distribution System (an "Outage"), then Affiliate shall be entitled to a pro-rated reduction in the License Fees payable to Programmer for such month pursuant to Section 2(b) for the period of time that such Outage occurs

3. Format for Service. Programmer shall make _____ minutes per hour available in the schedule of the Service (such available time defined as "Avails") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate, and shall provide Affiliate with reasonable advance notice thereof. The availability of any Avails shall be subject to any limitations imposed upon Programmer by program suppliers for programming which Programmer, in its discretion, considers to be of extraordinary merit or of special importance to the Service as a whole.

Affiliate shall insert its authorized commercial or other announcements only in the Fox News Affiliation

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positions and at the times which Programmer designates therefor (subject to Programmer's reasonable advance written notice) and without interruption of any program of the Service. Affiliate shall be solely responsible for all materials inserted by Affiliate within the Service, and, subject to Section 8, shall fully indemnify and hold Programmer harmless from and against any and all claims and costs arising out of or related to the content of Affiliate's Avails pursuant to this Section 3. Affiliate agrees that it shall not provide any commercial or other announcements which do not comply with applicable governmental codes or Programmer's reasonable policies and practices

4. Marketing and Promotion.

(b) Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice.

In addition to the foregoing, after with respect to all advertising and promotional media created or sponsored by Programmer, Programmer shall include the DIRECTV name and logo in all such media which include a "call to action" to call a distributor or potential distributor of the Service, including but not limited to cable television distributors or direct-to-home satellite distributors.

(d) Navigation System. If Affiliate utilizes a channel or program "navigation" system providing on-screen menu choices, the display and placement(s) of the Fox News name and logo shall be subject to the prior approval of Programmer.

5. Representations, Warranties and Covenants.

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

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(i) is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto. As used herein, "Law" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order;

(ii) has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

(iii) shall distribute the Service in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

(iv) shall (A) arrange and pay for reception of the Service (excluding any authorization fees) from the U.S. domestic communications satellite from time-to-time designated by Programmer to Affiliate ("Programmer's U.S. Satellite"); and (B) acquire and maintain, at Affiliate's sole expense, any equipment, including, without limitation, backup or reserve descramblers, which may be necessary to decode and unscramble the signal(s) for the Service;

(v) shall not, without Programmer's consent, knowingly authorize or cause or knowingly permit any portion of the Service to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a videocassette recorder or other home or personal taping device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available. If Affiliate has actual knowledge that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Service for any other purpose, then Affiliate shall notify Programmer and Affiliate will take reasonable steps to prevent such unauthorized use by such third party;

(vi) shall not, without Programmer's prior written approval, use the name of or logo for "Fox News Channel" or the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, for any purpose other than in material intended to advise DIRECTV Subscribers or potential DIRECTV Subscribers of the availability and scheduling of the Service or as a channel identifier. Affiliate shall not publish or disseminate any material which violates restrictions imposed by Programmer or Programmer's suppliers and disclosed upon reasonable advance written notice to Affiliate by Programmer.

and

(vii) has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement.

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

(i) it is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto;

(ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

(iii) it shall provide the Service for the Territory in accordance with and subject to the terms and conditions set forth in this Agreement, including, without limitation, that it shall (A) arrange and pay for the transmission of the Service from Programmer's U.S. Satellite to Affiliate's uplinking facilities, (B)

and (C) cause its uplink authorization center to authorize and enable Affiliate's descramblers to receive and descramble the Service at no cost to Affiliate;

(iv) it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(v) it has obtained or will obtain all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including without limitation, the right to use the name of or logo for "Fox News Channel" or the names, titles or logos of the Service or any of its programs, 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) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

(vi)

(vii) there are no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) affiliation, distribution or any other agreements, whether written or oral, granting to distributors and/or any other third party, person or entity any form or type of exclusive or other rights that would limit or restrict in any way Affiliate's rights to distribute the Service in the Territory.

6. Term; Termination.

(a) Initial Term; Extensions; Service Commencement Date. The initial term of this Agreement shall be for the period commencing on the date hereof and ending on

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The date on which Programmer makes the Service available to Affiliate shall be (the "Launch Date"). Affiliate shall use commercially reasonable efforts to begin transmitting the Service via the DBS Distribution System on or about _____, but in no event later than _____.

The "Service Commencement Date" means the date on which Affiliate commences distribution of the Service over a DBS Satellite for revenue-generating purposes.

(b) Termination for Breach or Bankruptcy. This Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

(i) the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

(ii) the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof.

(c) Termination by Affiliate. Affiliate may terminate this Agreement:

(ii) if Affiliate discontinues operation of the DBS Distribution System.

(d) Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, 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 performance of Programmer's U.S. Satellite or the DBS Satellite(s) or transponders on such satellites (as applicable) or of the DBS Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance;

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7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

(a) By Programmer. Programmer shall indemnify and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) Programmer's breach of any provision of this Agreement, (ii) material or programming supplied by Programmer pursuant to this Agreement, (iii) the distribution or cablecast of any programming of the Service which violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iv) Programmer's advertising and marketing of the Service, and/or (v) any other materials, including advertising or promotional copy, supplied or permitted by Programmer. In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees which are based upon revenues derived by, or the operations of, Programmer. As used in this Agreement, "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

(b) By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) Affiliate's breach of any provision of this Agreement, (ii) the distribution by Affiliate of
Fox News Affiliation

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the Service, including, without limitation, the insertion of commercial or other announcements pursuant to Section 3 hereof (except with respect to claims relating to the content of the Service for which Programmer is solely responsible pursuant to Section 8(a)(ii) and Section 8(a)(iii)), (iii) Affiliate's advertising and marketing of the Service (except with respect to such advertising and marketing materials or content supplied or approved by Programmer), and (iv) any other materials, including advertising or promotional copy, supplied or approved by Affiliate. In addition, Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

(c) Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder with respect to liabilities or obligations which shall have accrued on or prior to the date of such termination. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

(d)

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

If by mail, facsimile or overnight or personal delivery:	Fox News Network, L.L.C. 1211 Avenue of the Americas, 2nd Floor New York, New York 10036 Attention: Chairman & CEO cc: Vice President, Affiliate Relations cc: General Counsel
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Notice to Affiliate shall be provided as follows:

If by mail
or facsimile:

DIRECTV, Inc.
P.O. Box 92424
Los Angeles, California 90009
Attention: Vice President, Programming
cc: Corporate Counsel
cc: Business Affairs
Fax:

If by overnight or
personal delivery:

DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245
Attention: Vice President, Programming
cc: Corporate Counsel
cc: Business Affairs

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. 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.

11.

12.

13. Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

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14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files (the "Confidential Information"), and that they have not and 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 15; (D) in order to enforce any of its rights pursuant to this Agreement; (E) to the NRTC, potential investors, insurers, financing entities and, ; provided, however, that such person described above agrees to be bound by the provisions of this Section 15; or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. Promptly after the Execution Date, the parties shall use their best reasonable efforts to agree upon a mutually acceptable press release with respect to the parties' general business relationship under this Agreement and to jointly issue and release such press release at a date mutually agreed upon. During the Term, neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

16. Inadequacy of Money Damages.

Programmer and Affiliate hereby acknowledge and agree that Affiliate's distribution and marketing of the Service pursuant to the terms and conditions contained herein are of the essence of this Agreement. Affiliate further acknowledges and agrees that such carriage and marketing requirements, subject to Force Majeure and other conditions of this Agreement, are special and unique, and that Programmer would not be adequately compensated by the payment of money damages in the event that Affiliate failed to comply with any of such requirements. Programmer further acknowledges and agrees that the grant of rights to Affiliate hereunder are special and unique, and that Affiliate would not be adequately compensated by the payment of money damages in the event that Programmer failed to comply with any of its obligations under this Agreement, including without limitation, providing access to any Service programming to Affiliate, as required hereunder.

17.

EXECUTION

18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive despite any independent investigation made by either party regarding the veracity of such representation or warranty.


19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by Federal Express, a fully executed original counterpart of the Agreement to the other party.

20. _____

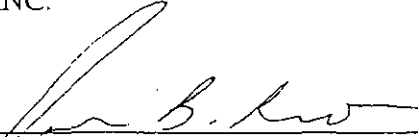
EXECUTION

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 above written.

FOX NEWS NETWORK, L.L.C

By: 
Name: Jack Abernethy
Title: VP Finance + Administration

DIRECTV, INC.

By: 
Name: James B. Ramo
Title: Executive Vice President



1211 Avenue of the Americas, C-1
New York, New York 10036-8795

REDACTED
FOR PUBLIC INSPECTION

April 21, 1997

Mr. Richard Goldberg
Vice President of Programming
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, CA. 90245

Dear Rich:

This letter, when signed by both of us, confirms our agreement that the date for fully encrypting the signal of the Fox News Channel in Section _____ the Affiliate Agreement between Fox News Channel and DIRECTV dated October 1, 1996 is hereby changed from "_____ " to "_____ ". The target date for compression is _____ .

Please signify your acceptance of the foregoing change by signing and returning one copy of this letter.

Sincerely,

Betsy Dimberger
Senior Vice President
Affiliate Sales and Marketing

ACCEPTED AND AGREED TO:
DIRECTV

By:

Title: Vice President, Program Acq.

Schedule I

1. Fox News Channel: On the Effective Date of the Memorandum of Agreement and License for Carriage of Programming Services Represented by Fox/Liberty Networks (the "Effective Date"), DIRECTV will ~~provide~~ include Fox News Channel ("Fox News") ~~from DIRECTV's "News Channel" program~~ in its and will maintain such distribution at all times through the term of the DIRECTV/Fox News license agreement.

Post-It [®] Fax Note	7671	Date	1/26/99	# of Pages	2
To		From			
Co./Dept	Fox News	Co.			
Phone #					

REDACTED
FOR PUBLIC INSPECTION

December 2, 1999

Ms. Helen Latimer
Vice President,
Multi-Access Sales
DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245

Re: Authorization to Receive DIRECTV Signal

Dear Ms Latimer:

Pursuant to the conditions set forth herein, the undersigned programming provider ("Programmer") hereby authorizes DIRECTV, Inc. ("DIRECTV") to provide to certain programming aggregators in the multi-unit residential community ("Aggregators"), as shall be authorized hereunder from time to time by Programmer ("Authorized Aggregators"), access to the DIRECTV signal for the purpose of receiving the following programming service distributed by Programmer: The Fox News Channel (the "Service").

By a separate affiliation agreement with each Authorized Aggregator (such agreements shall be referred to herein individually as an "Agreement"), Programmer has authorized or will authorize each Authorized Aggregator to receive its programming services via the DIRECTV signal in order to distribute the Service to Authorized Aggregator's residential subscribers. In accordance with the Agreement, each Authorized Aggregator is responsible for paying license fees to Programmer in connection with the distribution of such Service. In addition, each Authorized Aggregator is required to provide Programmer with all accurate information necessary to verify launches to new residential facilities, including certain reporting requirements as set forth in the Agreement. Programmer will notify DIRECTV of the execution of each Agreement and Programmer's authorization for the Authorized Aggregator to receive the Service hereunder by sending DIRECTV a notice substantially in the form attached hereto as Exhibit A. DIRECTV will then commence providing the Service to the Authorized Aggregator on a date mutually agreed to by DIRECTV and the Authorized Service Operator. DIRECTV shall only accept property launch authorizations for new residential facilities from each Authorized Aggregator, on an address-by-address basis.

In the event that an Authorized Aggregator defaults on any of its obligations under the Agreement without cure in accordance with the terms of the Agreement, Programmer reserves the right to terminate this authorization upon written notice to such Authorized Aggregator and DIRECTV. Accordingly, DIRECTV agrees to terminate access by such Authorized Aggregator to the Service from the DIRECTV signal within two (2) business days of receipt of written notification by Programmer of such default.

In no event shall DIRECTV have any obligation to provide access to the DIRECTV signal of the Service to any Authorized Aggregator subsequent to the termination of the affiliation agreement by and between Programmer and DIRECTV.

DIRECTV shall deliver the signal of the Service, as is provided to DIRECTV by Programmer, to Authorized Aggregator, in its entirety, without delay, interruption, alteration, addition, deletion or editing of any portion thereof. DIRECTV shall maintain suitable facilities for the pick-up and retransmission of the Service's signal to each Authorized Aggregator's distribution system and shall comply with all applicable local, state and federal laws, rules and regulations. On a basis, DIRECTV shall provide Programmer with a current and complete list of Authorized Aggregator properties authorized, pursuant to the Authorized Aggregator's request, by DIRECTV to receive the Service for each month. Such report shall

include the property name, address and the total number of residential units at each address as is provided to DIRECTV by the applicable Authorized Aggregator.

We hereby confirm that this authorization to access DIRECTV's transmission of the Service does not in any way amend or waive any rights otherwise contained in any agreement between DIRECTV and Programmer with respect to the Service, but is confined to the above-described Agreement between Programmer and Authorized Aggregator and the specific permission being granted herein. It is expressly understood that recipients of the Service through access to the DIRECTV transmissions distributed by Authorized Aggregator shall not be deemed to be or counted as subscribers or customers of DIRECTV, and in no event shall DIRECTV be required to pay any service charge, license fee or other fee to Programmer in connection with providing the DIRECTV signal to Authorized Aggregator or its subscribers.

Please sign in the space provided below to confirm your acceptance of the foregoing.

Sincerely,

FOX NEWS NETWORK L.L.C.

By: [Signature] - Jack Abernethy
Title: Service President

AGREED AND ACCEPTED:

DIRECTV, Inc.

By: [Signature] Helen Latimer
Title: Vice President

FOX NEWS NETWORK, L.L.C.
1211 Avenue of the Americas
New York, New York 10036

June 4, 2001

DirecTV, Inc.
2230 East Imperial Highway
El Segundo, CA 90245
Attn: Michael Thornton
Senior Vice President of Programming Acquisitions

Dear Ladies/Gentlemen:


Reference is made to the Affiliation Agreement for DBS Satellite Exhibition of Programming between Fox News Network, L.L.C. ("Programmer") and DirecTV, Inc. ("Affiliate") dated October 1, 1996 (the "Affiliation Agreement"). This letter agreement sets forth the mutual agreements of Programmer and Affiliate with respect to amendment of the Affiliation Agreement. All defined terms used herein without definition shall have the meanings assigned to such terms in the Affiliation Agreement. Programmer and Affiliate agree to amend the Affiliation Agreement as follows:

1. Effective as of the date hereof, Section 1(f) of the Affiliation Agreement is amended by deleting the word "SMATV" in clause (i).
2. Except as expressly amended hereby, the Affiliation Agreement remains in full force and effect.


Please indicate your agreement to the foregoing by signing in the space indicated below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.

By: 
Name: John Bernathy
Title: EVP

ACCEPTED AND AGREED TO:

DIRECTV, INC.

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

EXECUTION COPY

REDACTED
FOR PUBLIC INSPECTIONCOMMERCIAL AIRLINE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 1st day of June, 2004 by and between Fox News Network, L.L.C. ("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. In furtherance of the desire of the PROGRAMMER to promote the Service (as defined below) to Airline passengers and to promote viewership of Fox News Channel, 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 the Fox News Channel programming service (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 to the 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. DIRECTV shall offer this Service as part of the DIRECTV Airborne Service and each Airline may, at its option, exhibit the Service during the Term. 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 and Termination. The term of this Agreement shall be for a period commencing upon the launch of the Service on any Airline and shall expire on

4.

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.**

(a) **Marketing, Promotion, Research.** DIRECTV may include the Service in marketing and promotional materials regarding the DIRECTV Airborne Service and may promote the Service in a manner equivalent to other such programming services, excepting those programming services paying an extra fee for promotion.

(b) **Marketing Rights.** PROGRAMMER hereby grants to DIRECTV during the Term the following rights (which rights may be exercised by 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, if applicable) 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, subject to the prior approval of PROGRAMMER, such approval not to be unreasonably withheld or delayed, subject to Section 8 below.

7.

8. **Trademarks and Promotion.** DIRECTV shall not acquire any proprietary or other rights by reason of this Agreement in the name and marks "Fox News Network" or any other names and marks used in connection with the Service, the programming distributed on the Service, or any other aspect of PROGRAMMER (e.g., Fox News Network's Internet website). Materials used by DIRECTV that mention the Service or use any of the logos, trademarks or service marks associated with the Service must comply with all restrictions regarding such use of which PROGRAMMER has informed DIRECTV.

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) incurred in connection with any claim against the DIRECTV Indemnitees arising out of the falsity or breach of any of PROGRAMMER's representations or warranties hereunder, or the distribution pursuant to the terms of this Agreement of any of PROGRAMMER's materials or programming.

(b) DIRECTV hereby agrees to indemnify, defend and hold harmless PROGRAMMER and its directors, officers, agents and employees (the "Programmer Indemnitees") from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys'

fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) the falsity or breach of DIRECTV's representation or warranties set forth above, or (ii) any distribution by DIRECTV of the Service outside the scope of this Agreement, as set forth herein.

10. **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 News Network, L.L.C.

By: [Signature] 6/4/04
Name: JALYN ABERNETHY
Title: SVP

DIRECTV, Inc.

By: [Signature]
Name: Michael Thornton
Title: Senior Vice President

REDACTED
FOR PUBLIC INSPECTION



Todd W. Mathers
Assistant General Counsel
Legal & Business Affairs

July 29, 2004

VIA FEDERAL EXPRESS

Suzy Feldman
Fox News Channel
1440 S. Sepulveda Blvd.
Los Angeles, CA 90025

Dear Suzy,

Reference is made to the Affiliation Agreement for DBS Satellite Exhibition of Programming by and between Fox News Network, L.L.C. ("Fox") and DIRECTV, Inc. ("Affiliate"), dated as of October 1, 1996; as amended prior to the date hereof (the "Affiliation Agreement"). Terms used but not defined herein have the meaning set forth in the Affiliation Agreement.

1. Subject to the terms and conditions set forth herein, notwithstanding the provisions of Section 1(f)(ii) of the Affiliation Agreement, Fox hereby consents to Affiliate's sublicensing of the Service (the "Sublicense") to _____ ("_____"), solely with respect to _____, distribution of the Service via _____ MMDS/TFS system; _____ (the "Consent").
2. The Sublicense shall be granted in accordance with and governed by (i) the terms of Sublicense Agreement attached hereto as Exhibit "A" (the "Sublicense Agreement") and (ii) the Affiliation Agreement.
3. The Sublicense Agreement shall at all times during the duration of this Consent provide that (i) _____ shall comply with the provisions of the Affiliation Agreement relating to carriage of the Service (including without limitation, the distribution and packaging of the Service and all other obligations of Affiliate thereunder, including the indemnification provisions set forth therein), and (ii) Fox shall be a third party beneficiary thereof. If _____ breaches or otherwise defaults on any of its representations, warranties, agreements and obligations pursuant to or under the Sublicense Agreement and Affiliate knows about said breach, then Affiliate shall immediately notify Fox. In the event of such breach or

2230 East Imperial Hwy El Segundo, CA 90245 Phone _____
A Unit of The DIRECTV Group, Inc.

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default, Fox shall have the right to terminate this Consent by notifying Affiliate in writing and in such event Affiliate shall immediately terminate the right of [redacted] to distribute the Service.

4. [redacted]

5. Affiliate shall ensure that the Service, as distributed to [redacted] shall be distributed in its entirety, without delay, interruption, alteration, addition, deletion or editing of any portion thereof.

6. This Consent shall terminate upon the earlier of (i) the expiration or earlier termination of the Sublicense Agreement, (ii) the expiration or earlier termination of the Affiliation Agreement, (iii) termination in accordance with paragraph 3 above and (iv)

7. This Consent is limited to the terms set forth here. Nothing contained herein shall be construed to grant Affiliate any subdistribution rights other than those granted to [redacted] set forth in paragraph 1 hereto. Except as expressly set forth in this letter, all terms and conditions of the Affiliation Agreement remain unmodified and in full force and effect.

Please execute below to confirm the agreement of Fox to the foregoing.

AGREED AND ACCEPTED:

DIRECTV, INC.

By: [Signature]
Its: S.V.P.

FOX NEWS NETWORK, L.L.C.

By: [Signature]
Its: E.V.P.
1/24/04

REDACTED
FOR PUBLIC INSPECTION



Toby Berlin
Vice President, Programming Acquisitions

October 19, 2005

Suzy Feldman
Fox News Channel
1440 S. Sepulveda Blvd.
Los Angeles, CA 90025

Dear Suzy,

I am writing to you concerning that certain agreement (the "Affiliation Agreement"), dated October 1, 1996, between Fox News Channel and DIRECTV, Inc., governing distribution of Fox News Channel (collectively the "Services"), by DIRECTV.

Except as expressly amended hereby, the provisions of the Affiliation Agreement shall remain in full force and effect. If the foregoing is in accordance with your understanding, please sign in the space provided below, and upon Fox News Channel countersignature, I will return one fully-executed copy of this letter to you for your files.

Very truly yours,

A handwritten signature in cursive script that reads 'Toby Berlin'.

Toby Berlin

ACCEPTED AND AGREED TO:

By: Judith Holzer

Title: [REDACTED]

WJ/05

2230 East Imperial Hwy El Segundo, CA 90246

A Unit of The DIRECTV Group, Inc.