

EXHIBIT B

PERMITTED STATES

California  
Indiana  
Kentucky  
Louisiana  
Maryland  
Massachusetts  
New Mexico  
New York  
North Dakota  
Ohio  
Oregon  
Wyoming

EXHIBIT C  
RACETRACKS

<b>Track</b>
Belmont (NYRA)
Saratoga (NYRA)
Aqueduct (NYRA)
Arlington, Chicago
Calder, Miami
Churchill Downs, Louisville
Ellis Park, KY
Hollywood Park, Los Angeles
Hoosier Park - Indianapolis
Del Mar - San Diego
Fairplex - Los Angeles
Oak Tree @ Santa Anita - So. CA
Los Alamitos - Orange County
Keeneland - Lexington
Turfway Park - Cincinnati
Kentucky Downs - KY
Pimlico - Baltimore
Laurel - Baltimore
Lone Star Park - Dallas
Prairie Meadows - Iowa
Ruidoso Downs - New Mexico
Saratoga Harness - Saratoga
Suffolk Downs - Boston
Turf Paradise - Phoenix
Fairgrounds - New Orleans
Oaklawn - AK
Sam Houston Race Park - Houston
Sportsman's Park - Chicago
Moutaineer - West Virginia

SCHEDULE I

AMENDMENT TO THE AFFILIATION AGREEMENT FOR DBS  
SATELLITE EXHIBITION OF CABLE NETWORK PROGRAMMING

THIS AMENDMENT (this "Amendment") dated as of April 6, 2007, (the "Amendment Effective Date") is by and between DIRECTV, Inc. ("Affiliate") and ODS Technologies, L.P. d/b/a TVG Network and/or TVG ("Programmer"), and amends the Affiliation Agreement for DBS Satellite Exhibition of Cable Network Programming made as of April 3, 2003 and amended effective as of November 21, 2003 by and between Affiliate and Programmer (such agreement as so amended, the "TVG Agreement"). The parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the TVG Agreement.

2. Extension of TVG Agreement Term. Section 6(a) of the TVG Agreement shall be deleted and replaced with the following:

"(a) Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period  
(the "Term") (each successive twelve month period after the Service Commencement Date shall be referred to as a "Contract Year", except that the less-than-one-year period that commences on the \_\_\_\_\_ of the Service Commencement Date and ends on \_\_\_\_\_ shall also be a "Contract Year")."

3. Packaging/Distribution. Section 4(a) of the TVG Agreement shall be deleted and replaced with the following:

"(a) Packaging. Commencing on the earlier of (i) ten (10) business days after the Amendment Effective Date or (ii) April 30, 2007 (the "Repositioning Date"), Affiliate shall package the Service in, and cause the Service to be distributed to all DIRECTV Subscribers who receive, Affiliate's "Total Choice Plus" programming package. Thereafter, and throughout the remainder of the Term, Affiliate shall have the right to distribute the Service as determined by Affiliate in its sole discretion, provided that the Service is distributed in package(s) received by at least 45% of residential DIRECTV Subscribers in a manner that causes the Service to be received by at least 45% of residential DIRECTV Subscribers. As used herein, "residential DIRECTV Subscribers" shall mean all residential DIRECTV Subscribers other than "Excluded Subscribers" provided that, in no event shall the foregoing Excluded Subscribers as defined below (including the subscribers to "expired" packages) exceed eight percent (8%) of the total number of DIRECTV Subscribers. "Excluded Subscribers" shall collectively mean: excepting subscribers that receive "expired" packages (i.e., packages that are no longer marketed as of the

Amendment Effective Date, such as DIRECTV Limited, DIRECTV Plus and Select Choice; provided that the Service is not included in such packages) and/or one or more of the following services: (i) interactive services/video-on-demand/gaming, (ii) subscription sports packages, (iii) pay-per-view movies and events, (iv) ethnic packages (i.e., predominantly foreign language, including any DIRECTV PARA TODOS packages that do contain the Service) and packages of services that are available solely to subscribers of ethnic packages as buy-through requirements (to the extent that such packages do not contain the Service), (v) premium movie channels (e.g., HBO, Showtime, STARZ!/Encore), (vi) audio-only channels such as XM Satellite Radio, (vii) Affiliate's "Family Choice" package, (viii) internet access services (e.g., Earthlink) where Affiliate is acting as a sales agent for such service provider and (xi) packages for subscribers with past due accounts; provided that, in no event shall the foregoing excluded subscribers (including the subscribers to "expired" packages) exceed eight percent (8%) of the total number of DIRECTV Subscribers. Affiliate's obligations set forth above in this Section 4(a) shall be known as "Affiliate's Packaging/Distribution Obligation". Affiliate shall have the right to provide additional distribution (which distribution shall be additional to, and shall be neither in lieu of nor in partial satisfaction of, Affiliate's Packaging/Distribution Obligation) by offering the Service on a-la-carte basis to those DIRECTV Subscribers who are not already receiving the Service as part of Affiliate's Packaging/Distribution Obligation."

4. License Fees. Sections 2(a), 2(b) and 2(c) of the TVG Agreement shall be deleted and replaced with the following:

"(a) Reports; Payments; Audit Rights. Regardless of whether Affiliate is required to pay Programmer License Fees, within forty-five (45) days after the end of each calendar month during the Term, Affiliate shall furnish Programmer a statement containing (i) the number of Service Subscribers receiving the Service on an a-la-carte basis, (ii) the number of residential Service Subscribers receiving the Service in packages, (iii) the number of residential DIRECTV Subscribers, and (iv) the number of commercial Service Subscribers, all as calculated by Affiliate as the average of the total number of such Service Subscribers on the first and last day of the applicable month, together with payment of the License Fees (if any) in respect of such a-la-carte 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's representatives to review, during the Term (no more than once each calendar year) and for one (1) year after the end of the Term and on a one-time basis, such DIRECTV Subscriber records as required for the sole purpose of verifying the statements required to be provided hereunder. Such review shall be at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices. Any third party auditors retained by Programmer shall be a certified public accountant (subject to Affiliate's reasonable approval). Such

review shall be conducted during reasonable business hours and in such manner as not to interfere with Affiliate's normal business activities and shall not continue for more than seven (7) consecutive days. Programmer shall not have the right to audit any matters or items which are embraced by or contained in any such statement after the expiration of eighteen (18) months from and after the date of mailing of such statement, and such statement shall be final and conclusive upon Programmer upon the expiration of such eighteen (18) month period notwithstanding that the matters or items embraced by or contained therein may later be contained or referred to in a cumulative statement pertaining to more than one accounting period. Such cumulative statement shall not be subject to audit by Programmer to the extent the material contained therein was first reflected on a statement submitted more than eighteen (18) months prior to the date of mailing of such cumulative statement. Programmer shall be forever barred from maintaining or instituting any action or proceeding based upon, or in anyway relating to, any matters that are embraced by or reflected on any statement rendered hereunder, or the accuracy of any item appearing therein, unless written objection thereto shall have been delivered by Programmer to Affiliate within eighteen (18) months after the date of mailing of the statement on which such transaction or items was first reflected and unless such action or proceeding is commenced within eighteen (18) months after delivery of such written objection. Programmer may not commence a new audit until the results from all prior audits have been presented to Affiliate. If Programmer shall audit Affiliate's books and records, then Programmer shall, within sixty (60) days of the conclusion of such audit, inform Affiliate in writing of any claim resulting therefrom (including a true copy of any third party audit), and, except for the claims set forth in such notice, all statements rendered by Affiliate with respect to the period covered by such audit shall be conclusive and binding on the parties and not subject to further audit. 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. Any audit conducted under this Section 2(a) shall be at Programmer's sole cost and expense, except that if such audit reveals an underpayment in excess of five percent (5%) and such finding is not subject to the bona fide dispute of Affiliate, then Affiliate shall promptly reimburse Programmer for its reasonable, actual, third party costs of such audit.

(b) License Fees. shall be payable by Affiliate to Programmer in respect of its distribution of the Service, other than distribution of the Service on an a la carte basis. Affiliate shall pay to Programmer, on a monthly basis, for all Service Subscribers receiving the Service on an a-la-carte basis during such month, a License Fee which shall equal \_\_\_\_\_ of Gross Receipts for such month. "Gross Receipts" shall mean (A) the gross monies actually earned by Affiliate from Service Subscribers for the right to receive the Service on an a la carte basis, after deduction of (B) (i) taxes or other similar fees or charges (other than income or franchise taxes) relating to the distribution of the Service on an a la carte basis, (ii) Technical Credits (as defined below), and (iii)

bad debt in the amount of \_\_\_\_\_ of Gross Receipts. Any charge made for access to programming other than the Service on an a la carte basis or any general access charge, hardware licensing charge, or other charge made on a blanket (i.e., charged for access to more than one service) basis, shall not be included in Gross Receipts. For the purposes of this Agreement, a "Technical Credit" shall mean Affiliate's crediting or refunding to any Service Subscriber all or any portion of a payment owed or paid by a Service Subscriber (which would otherwise be part of the Gross Receipts) in connection with distribution of the Service on an a la carte basis for the Service not being properly viewable by the Service Subscriber. Affiliate shall determine, in its sole discretion, the retail pricing of the Service on an a la carte basis. Notwithstanding the foregoing, for purposes of calculating Gross Receipts, Affiliate shall account, calculate Gross Receipts based on, and pay Programmer, for each purchase of the Service on an a la carte basis based on the higher of (i) the actual retail a la carte sales price to the Service Subscriber and (ii) \_\_\_\_\_ provided that for all commercial and SMATV Service Subscribers receiving the Service on an a la carte basis, such \_\_\_\_\_ shall be adjusted pursuant to Section 2(e) of the TVG Agreement to determine the License Fee.

(c) Late or Non-Payments. Any amounts that are not subject to a bona fide dispute by Programmer and not paid by Programmer after (i) the date payment is due pursuant to Sections 2(h) and 2(i) and (ii) ten (10) days after Programmer's receipt of written notice from Affiliate of such failure by Programmer, shall accrue interest at the rate of \_\_\_\_\_ per month compounded monthly or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid. Any amounts that are not subject to a bona fide dispute by Affiliate and not paid by Affiliate after (iii) the date payment is due pursuant to the first sentence of Section 2(a) and (iv) ten (10) days after Affiliate's receipt of written notice from Programmer of such failure by Affiliate, shall accrue interest at the rate of \_\_\_\_\_ per month compounded monthly or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid."

5. HD Feed of the Service. By no later than September 1, 2007, or such later date as Affiliate may request, but with no less than 90 days' prior written notice to Programmer, in addition to continuing to deliver Programmer's standard digital feed of the Service (the "Standard Feed") in accordance with the TVG Agreement, Programmer shall also deliver to Affiliate's Los Angeles broadcast center pursuant to Affiliate's reasonable technical specifications (e.g., aspect ratio), which shall be imposed upon Programmer in a nondiscriminatory manner vis-à-vis other providers of comparable services, a simulcast of the Standard Feed upconverted to high definition format (i.e., a minimum resolution of 720p or 1080i) (the "HD Feed"), at Programmer's sole cost and expense (including all costs of production, upconversion and delivery) and at no additional license fee, surcharge or other cost to Affiliate other than Affiliate's standard costs required to support such additional bandwidth. Affiliate's distribution of the HD Feed shall not be subject to any packaging or penetration requirement or restrictions (provided that

Affiliate shall still be subject to such requirements and restrictions with respect to the Standard Feed). Affiliate agrees, as a result of the up-conversion process and in order to maintain the aspect ratio of Programmer's Standard Feed, that such HD Feed, may contain "pillars" or black borders on the left and right sides of the viewable picture that include fixed luminance/chrominance information, watermarks or TVG logos or other graphical images. Affiliate shall not be required to distribute the HD Feed to any DIRECTV Subscribers.

6. Interactive Application. Programmer shall develop, upon nine months notice by Affiliate, an Interactive Wagering Application, subject to the below. "Interactive Wagering Application" shall mean Programmer's interactive application that can be deployed in digital receivers as an additional component of the Service, which application will allow Account Wagering, in states in which Programmer offers Account Wagering, to be conducted through the Agreed STB. "Agreed STB" shall mean one or more digital receiver model(s) that is/are agreed upon by both parties and used by DIRECTV Subscribers to receive television programming through the DBS Distribution System. Programmer and Affiliate will meet and confer as soon as reasonably practicable following the provision of such nine month notice to negotiate in good faith with respect to a document which sets forth technical specifications for the Interactive Wagering Application for the Agreed STB (the "Master Plan Document"). For clarity, the parties agree and acknowledge that the Master Plan Document shall include all material specifications, to the extent available, which are required or associated with the Interactive Wagering Application functioning on the DBS Distribution System, including without limitation all user interfaces, bandwidth usage limitations and requirements, technical capabilities, functional requirements, development actions, testing procedures and anticipated deployment schedules. The Master Plan Document shall be subject to the approval of both Affiliate and Programmer. The launch of the Interactive Wagering Application within each Agreed STB used by a Service Subscriber is expressly contingent upon successful development and testing in accordance with the Master Plan Document (such Master Plan Document to include the requirement that the Interactive Wagering Application pass Affiliate's standard quality and engineering testing processes). Programmer shall develop the Interactive Wagering Application's application software along with all application interfaces which will be used to include the data stream for the Interactive Wagering Application as a part of the Service (the "Application Software"). All costs directly related to the development and delivery of the Application Software shall be the sole responsibility of Programmer. Programmer shall retain exclusive ownership of all intellectual property rights with respect to the Interactive Wagering Application (including, without limitation, the Application Software); provided, however, in no event shall this Section 6 be interpreted to convey to Programmer any of Affiliate's intellectual property rights. Subject to the conditions set forth above, promptly after Affiliate has confirmed that the Interactive Wagering Application passes Affiliate's standard quality and engineering testing processes and is capable of operating on an Agreed STB to Affiliate's quality standards, then Affiliate shall launch (and continue to provide and operate during the remainder of the Term, subject to continued proper operation of the Interactive Wagering Application and Programmer's compliance with the terms of this Agreement), the Interactive Wagering

Application on all such Agreed STBs used by Service Subscribers. Throughout the Term, Programmer shall provide support and development resources, as requested by Affiliate, to test for and fix any bugs or errors in the Interactive Wagering Application. Programmer will pay Affiliate 30% of Gross Fee Revenue attributable to DIRECTV Subscribers' Account Wagering that occurs through the Interactive Wagering Application, instead of the 15% that Affiliate would otherwise receive with respect to such Subscribers' Account Wagering, provided that this sentence shall not modify the 15% Gross Fee Revenue share attributable to Account Wagering that does not occur through the Interactive Wagering Application. In addition, Programmer shall provide to Affiliate statements of the total Account Wagering that is transacted through the Interactive Wagering Application in the manner set forth in Section 2(g) of the TVG Agreement. Programmer represents and warrants that it has secured or will secure prior to delivery to Affiliate of the Interactive Wagering Application, and shall maintain throughout the Term, all rights necessary for Affiliate to perform its obligations hereunder with respect to the testing, distribution and operation of the Interactive Wagering Application, including all necessary patents, copyrights, trade secrets and other intellectual property and any other use rights in connection therewith.

7. Track Signage/Promotion/Co-branding. Programmer will use commercially reasonable efforts to secure opportunities for onsite track promotions that reference the fact that the Service is available on DIRECTV in an effort to drive account wagering activity.

8. New Service Definition. Section 1(b)(ii) of the TVG Agreement shall be deleted and replaced with the following:

“(ii) Notwithstanding anything to the contrary herein, the Service shall: (A) not contain any blackout restrictions; (B) not contain any home shopping program, including without limitation, any direct-response programming (except for such programs that do not exceed three (3) minutes per hour) (“Commercial Time”); and (C) contain, on average per hour (calculating the average based on the twelve (12) hour time period from 12:00 p.m. to 12:00 a.m. (Eastern Time Zone) on a weekly basis) at least six (6) live horse races from horse racetracks with which Programmer has agreements; and (D) conduct Account Wagering in connection with all live horse races included on the Service. “Account Wagering” shall mean wagering activities from a location outside of the track or off-track betting facility without being physically present at such facility/track available through platforms offered to consumers who open wagering accounts with Programmer or its authorized agents and who agree to the terms and conditions applicable to such wagering accounts. The establishment of an Account Wagering account allows such consumers to place wagers with one or more remote centers (known as “Wagering Hubs”) established for the purpose of accepting such wagers through Account Wagering platforms. During the Term, Programmer shall secure and maintain rights to include as part of the Service live horse races conducted annually by at least the following tracks (the “Minimum Track Obligation”) (i) three (3) of the horse racetracks or racing associations



listed on Exhibit C attached hereto, which shall constitute the top ten (10) U.S. Thoroughbred horse racetracks in terms of average daily purse distribution in 2006 and (ii) seven (7) horse racetracks or racing associations listed on Exhibit D attached hereto, which shall constitute the top twenty (20) U.S. Thoroughbred horse racetracks in terms of average daily purse distribution in 2006 (all such tracks included on Exhibits C and D, the "Racetracks"). Additionally, the tracks listed on Exhibits C and D shall exclude tracks that do not accept Pari-mutuel wagers (e.g., Steeplechase tracks) but include all tracks owned and operated by Magna Corporation or any of its Affiliated Companies. Notwithstanding any other provision of this Agreement, Programmer's failure to meet the Minimum Track Obligation shall not be construed as a material breach of this Agreement or otherwise constitute cause for Affiliate to terminate this Agreement, provided that such failure by Programmer to meet the Minimum Track Obligation is cured within 120 days. Exhibit C and D shall be updated on an annual basis (as of January 1<sup>st</sup> for each calendar year of the Term) to reflect the top ten (10) and twenty (20) U.S. Thoroughbred horse racetracks in terms of average daily purse distribution for the preceding year."

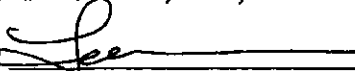
9. New Exhibits C and D to TVG Agreement. Exhibits C and D to the TVG Agreement shall be deleted and replaced with the Exhibits C and D attached hereto.

10. Exclusivity. Throughout the period that commences on the Amendment Effective Date and ends on September 30, 2008, Affiliate shall cause the Service to be the only Horseracing Network distributed via the DBS Distribution System. "Horseracing Network" shall mean a programming service that contains programming that is comprised of at least . . . f live horse races and is focused primarily on horse racing (e.g. the Service, HRTV or its successors). Affiliate represents and warrants that as of January 31, 2007, the total number of DIRECTV Subscribers equaled . . . . In consideration for the foregoing exclusivity commitment, no later than 30 days following the Amendment Effective Date, Programmer shall pay DIRECTV . . . . DIRECTV Subscriber as of January 31, 2007.


IN WITNESS WHEREOF, the parties have caused this Amendment to the Affiliation Agreement for DBS Satellite Exhibition of Cable Network Programming to be executed as of the date first written above.

**ODS TECHNOLOGIES, L.P.**

By: **TV GUIDE, INC., ITS GENERAL PARTNER**

By:   
Name: *Tom O'Connor*  
Title: *EVP, Distribution*

**DIRECTV, INC.**

By:   
Name: *Daniel Hartman*  
Title: *SVP Programming*

**EXHIBIT A**

This AMENDMENT does not contain an Exhibit A.

**EXHIBIT B**

**This AMENDMENT does not contain an Exhibit B.**

**EXHIBIT C**

**Top Ten (10) U.S. Thoroughbred Horse Racetracks in Terms of Average Daily Purse  
Distribution in 2006\***

**Aqueduct  
Belmont Park  
Churchill Downs  
Del Mar  
Hollywood Park  
Keeneland  
Monmouth Park  
Oak Tree @ Santa Anita  
Santa Anita Park  
Saratoga Racecourse**

\*Excludes tracks that do not accept Pari-mutuel wagers (e.g., Steeplechase tracks).

**EXHIBIT D**

**Top Twenty (20) U.S. Thoroughbred Horse Racetracks in Terms of Average Daily Purse  
Distribution in 2006\***

**Aqueduct  
Arlington Park  
Belmont Park  
Calder Race Course  
Churchill Downs  
Delaware Park  
Del Mar  
Fair Grounds  
Fairplex Park  
Gulfstream Park  
Hollywood Park  
Keeneland  
Kentucky Downs  
Meadowlands  
Monmouth Park  
Oaklawn Park  
Oak Tree @ Santa Anita  
Pimlico  
Santa Anita Park  
Saratoga Racecourse**

\* Excludes tracks that do not accept Pari-mutuel wagers (e.g., Steeplechase tracks).

**FIRST AMENDMENT TO AFFILIATION AGREEMENT  
BETWEEN ODS TECHNOLOGIES, L.P. AND  
DIRECTV, INC.**

THIS FIRST AMENDMENT to the Affiliation Agreement ("First Amendment") is effective as of November 21, 2003 and is entered into by and between ODS Technologies, L.P. ("Programmer") and DIRECTV, Inc. ("Affiliate").

**RECITALS**

- A. WHEREAS, reference is hereby made to the fully executed Affiliation Agreement dated April 3, 2003 between Programmer and Affiliate, referred to herein as the "Agreement." Defined terms used in this First Amendment that are not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.
- B. WHEREAS, Programmer and Affiliate mutually desire to amend the Agreement as provided herein.

**AMENDMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Affiliate and Programmer hereby agree as follows:

- A. The following amendments to the Agreement shall become effective on April 7, 2006:

1. Sections 2(a) and (b) are hereby deleted and replaced with the following:

"(a) Within forty-five (45) days after the end of each calendar month during the Term, Affiliate shall furnish Programmer a statement containing the number of Service Subscribers, as calculated by Affiliate as the average of the total number of Service Subscribers on the first and last day of the applicable month.

(b) Intentionally deleted."

2. Sections 2(c) and (d) are hereby deleted and replaced with the following:

"(c) Late or Non-Payments. Any amounts that are not subject to a bona fide dispute by Programmer and not paid by Programmer after (i) the date payment is due pursuant to Sections 2(h) and (i) and (ii) ten (10) days after Programmer's receipt of written notice from Affiliate of such failure by Programmer, shall accrue interest at the rate of one percent (1%) per month compounded monthly or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid.

3. Percentage of Account Wagering Revenues. Section 2 of the Agreement is hereby amended to additionally include the following subsections:

“(h) Percentage of Gross Fee Revenue. Programmer will pay Affiliate of Gross Fee Revenue attributable to DIRECTV Subscribers’ Account Wagering. “Gross Fee Revenue” shall mean the aggregate of “Distribution and Communications Fees” and “Service Fees” received by Programmer. For purposes of clarity, Affiliate shall receive (I) of Distribution and Communications Fees attributable to DIRECTV Subscribers’ Account Wagering and (II) of Service Fees attributable to DIRECTV Subscribers’ Account Wagering. “Distribution and Communications Fees” means any and all payments received by Programmer that are related to Programmer’s share of all wagers conducted by DIRECTV Subscribers through Account Wagering platforms offered by the Service. Distribution and Communications Fees shall be a net amount excluding the following: (a) any actual payments made to unaffiliated third parties such as the portion of the wager in the pari-mutuel pool which is returned to persons placing wagers, (b) any actual



payments due to the host race track, (c) any actual payments due to race tracks or other unaffiliated organizations in the state in which the wager is placed, (d) any taxes actually remitted on gross revenues, or (e) other actual payments due to unaffiliated third parties which are related to Account Wagering activities. "Service Fees" means Account Wagering subscription fees and/or transaction fees charged to DIRECTV Subscribers with Account Wagering accounts.

(i) Percentage of Net Sales Revenue. Programmer will pay Affiliate of Net Sales Revenue (defined below) realized from sales in the zip code areas in which the Service is distributed by Affiliate. Where the Service is distributed by two (2) or more distributors in the same zip code area, Programmer will allocate Net Sales Revenue in such area based on the percentage that the DIRECTV Service Subscribers comprise of the total number of Service subscribers of all distributors of the Service (including DIRECTV) within said zip code area. "Net Sales Revenue" means gross sales revenue received by Programmer for merchandise and services offered by Programmer through Direct On-Air Sales Programming (defined below), less: actual costs of goods sold; sale, use or similar taxes actually remitted;; returns and allowances; freight out; cash discounts, but specifically excluding revenue received by Programmer from third parties for the purchase of Direct On-Air Sales Programming time on the Service.. "Direct On-Air Sales Programming" means any programming that includes the direct on-air marketing, offering for sale and/or sales of products and/or services, including, without limitation, home shopping, infomercials and direct response advertising, regardless of the length of such programming, except that Direct On-Air Sales Programming will not include Programmer's regularly scheduled commercial announcement time (i.e., the commercial announcements distributed throughout the Service during other programming that are generally thirty (30) seconds or less in length and primarily used for promotional announcements or advertising of products and services that are not directly sold to the viewer during such commercial announcements)."

B. Term. Section 6(a) of the Agreement is hereby modified as follows:

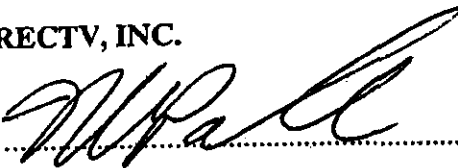
"Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period commencing \_\_\_\_\_ (the "Term") (each successive twelve month period after the Service Commencement Date shall be referred to as a "Contract Year")."

C. Ratification. Except to the extent modified above, all other terms and conditions contained in Section 2, and other provisions of the Agreement shall remain unchanged, and the Agreement shall remain in full force and effect. The parties each acknowledge that if there is any term or condition in this First Amendment that is contrary to any term or condition of the Agreement, the provisions of this First Amendment shall control.

D. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

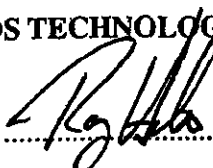
DIRECTV, INC.

By: 

Print Name: Michael W. Palkovic

Title: Senior Vice President and Chief Financial Officer

ODS TECHNOLOGIES, L.P.

By: 

Print Name: Ray Hopkins  
EVP, Affiliate Sales & Marketing

Title:

REDACTED  
FOR PUBLIC INSPECTION

FULLY EXECUTED

Agreement for EchoStar Affiliation  
October 1, 2004

This Agreement for EchoStar Affiliation (this "Agreement"), (the "Effective Date"), is entered into between (i) FOX CABLE NETWORKS SERVICES, LLC ("FCN") and, with respect to Sections 1-3 and 9-32 only, FOX SPORTS DIRECT ("FSD"), a division of ARC Holding, Ltd.; (ii) with respect to Sections 1, 4 and 9-32 only, FOX SPORTS WORLD, LLC ("FSW"); (iii) with respect to Sections 1, 5 and 9-32 only, FOX SPORTS WORLD ESPAÑOL, LLC ("FSE"); (iv) with respect to Sections 1, 6 and 9-32 only, NGC NETWORK US, LLC ("NGC"); (v) with respect to Sections 1, 7 and 9-32 only, FX NETWORKS, LLC ("FX"); (vi) with respect to Sections 1, 8 and 9-31 only, FOX REALITY CHANNEL, INC. ("FRC" and, together with FCN, FSD, FSW, FSE, NGC and FX, "Network"); and (vii) with respect to Section 32 only, FOX MOVIE CHANNEL, INC. and SPEED CHANNEL INC., on the one hand, and ECHOSTAR SATELLITE L.L.C. ("Affiliate"), on the other hand.

**Agreement**

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

1. Defined Terms. The word "including" and its derivatives are used in an illustrative sense and not in a limiting sense. The following terms, in addition to terms defined throughout this Agreement, shall have the following meanings:

(a) "Avails": With respect to each Service, the commercial advertising time allotted to Affiliate in accordance with this Agreement with respect to each Service.

(b) "Affiliated Company": With respect to either party, any person or company that ~~under common control with a party to this Agreement;~~ and for the purposes of this definition, the term control (including the words controlling or controlled by) shall mean

(c) "Affiliate Subscriber": Each customer (both residential and commercial) authorized by Affiliate to receive programming services via the DBS System.

(d) "Commercial Subscriber": With respect to any Service, each commercial establishment that receives such Service including any transportation terminal, store, office, school or nursing home but excluding any residential dwelling such as an apartment complex. For clarity, the term Commercial Subscriber shall include the terms Hospitality Subscriber and Hotel Subscriber.

(e) "DBS System": The distribution system for video and other programming services

whereby the feed or other signal source of the Services are received, compressed, video encrypted, modified by insertion of interstitial materials and up-linked on satellite(s)

For clarity, Affiliate acknowledges and agrees that the term DBS System, as defined herein, shall not extend to the publicly accessed system of servers and personal computers commonly referred to as the "Internet" or "world wide web."

(f) "Hospitality Subscriber": With respect to any Service, a Commercial Subscriber that receives such Service for exhibition and is (i) licensed to serve alcohol or (ii) derives a material amount of its revenues from entry fees, the sale of food or beverages or gambling (e.g., casinos arenas, bars, restaurants and clubs).

(g) "Hotel Subscribers": With respect to any Service, a Commercial Subscriber that is a Hotel where each guestroom (whether or not such guestroom is occupied at any time) at each Hotel receives such Service. "Hotel" means any hotel, motel, inn or suite that distributes, or is committed to distribute, at least one video programming service delivered by Affiliate.

(i) "League Restrictions": All limitations, covenants, standards and restrictions imposed by any league, conference, association, team or other third party programming supplier (including such entity's constitutions, bylaws, rules, regulations, directives and agreements and

those of each league, conference, association or individual athletic team), as any of the same may be amended, supplemented, restated, interpreted, enacted, entered into or enforced from time to time.

(m) "RSN(s)": Collectively and individually, the following video programming services ("Fox RSNs") currently known as *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*;

*Sports*). Network may change the name of such services at its discretion.

(n) "Services": Each RSN, and each video programming service currently known as "*National Geographic Channel*," "*Fox Sports World*," "*Fox Sports en Español*," "*Fox Reality Channel*," and "*FX*" in each case as such name may be changed from time to time

(o) "Service Subscriber" With respect to each Service, each location, whether residential, commercial or otherwise,

(p) "Territory": With respect to each RSN, the geographic area within which such RSN may be distributed

With respect to each Service other than an RSN, Territory means the United States, its territories and possessions.

(q)

For clarity, no Affiliate Subscriber shall be counted more than once in the determination of Total Subscribers

2. RSNs. FSD and Affiliate agree to the distribution by Affiliate of the RSNs on the terms set forth in this Section 2 and Sections 9-32 (such agreement as embodied in this Agreement, the "RSN Agreement").

(a) Term.  
Effective Date and end

will commence on the

(b) Carriage and Packaging.

(i) RSNs.





(c) RSN Fees. For distribution of the RSNs  
will pay Network a monthly license fee equal

Affiliate