

(d) Territories.

(ii) In the event that any change is made to the Territories set forth in Schedule 1 after the Effective Date, Network will provide written notice of such change to Affiliate. Affiliate will comply with such notice.

(f) Additional Programming. Network may from time to time offer in writing (each an "Offer") to Affiliate, by written notice

("Additional Programming") on a surcharge basis :

Each Offer will set forth the Additional Programming to be offered and the related surcharge fees (the "Surcharge"). In the event that Affiliate accepts a Surcharge,

ring.
Affiliate may elect to either accept or reject such Offer by written notice to Network within after receipt of such Offer. If Affiliate does not, within after receipt of such Offer, provide Network with written notice of its acceptance of such Offer, then Affiliate will be deemed to have rejected such Offer. If Affiliate accepts such Offer, then Affiliate will carry the Additional Programming as part of the applicable Fox RSNs in accordance with this Agreement. If Affiliate does not accept such Offer, Affiliate will not distribute the Additional Programming and the related Surcharge will not apply, and Network will provide Affiliate with alternate programming for such RSN.

(j) RSN Avails. Subject to underlying programming restrictions, Network will provide a minimum of . minutes per hour on each RSN to Affiliate as Avails (or, in those programs where there is less than . minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if only . minute per hour of commercial advertising time is available to Network on any RSN, Network will provide . to Affiliate.

4. Fox Sports World. FSW and Affiliate agree to the distribution by Affiliate of *Fox Sports World* on the terms set forth in this Section 4 and in Sections 9-32 of this Agreement (such agreement as embodied in this Agreement, the "FSW Agreement").

(a) Term: The term of the FSW Agreement will commence on the Effective Date and expire on

(b) Carriage. Affiliate will carry the Service through the Term of the FSW Agreement on

(c) Rates. The monthly per-Service Subscriber license fee for distribution of the Service (the "Base Rates").

(d) Service Definition. The Service will be defined as the television programming service currently known as *Fox Sports World*, as that name may be changed from time to time

the content, including the selection, scheduling, substitution and withdrawal of such content on the Service will at all times remain in the sole discretion and control of FSW, except for Affiliate's use of its commercial announcement time.

(e) Avails for FSW. Subject to underlying programming restrictions, Network will provide a minimum of _____ minutes per hour on the Service to Affiliate as Avails (or, in those programs where there is less than _____ minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if only _____ per hour of commercial advertising time is available to Network on the Service, Network will provide _____ to Affiliate.

5. Fox Sports en Español. FSE and Affiliate agree to the distribution by Affiliate of the programming service currently known as *Fox Sports en Español* on the terms set forth in this Section 5 and in Sections 9-32 of this Agreement (such agreement as embodied in this Agreement, the "FSE Agreement").

(a) Term: The term of the FSE Agreement will commence on the Effective Date and expire on _____

(b) Carriage. Affiliate will carry the Service through the Term of the FSE Agreement

(d) **Service** Rates. The monthly per-Service Subscriber license fee for distribution of the will be

(the "Base Rates").

(g) Avails. Subject to underlying programming restrictions, Network will provide a minimum of _____ minutes per hour on the Service to Affiliate as Avails (or, in those programs where there is less than _____ minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if only one minute per hour of commercial advertising time is available to Network on the Service, Network will provide _____ to Affiliate.

6. National Geographic Channel. NGC and Affiliate agree to the distribution by Affiliate of the programming service currently known as *National Geographic Channel* on the terms set forth in this Section 6 and in Sections 9-32 of this Agreement (such agreement as embodied in this Agreement, the "NatGeo Agreement").

(a) Term: The term of the NatGeo Agreement will commence on the Effective Date and expire on _____.

(b) Carriage. Affiliate will carry the Service through the Term of the NatGeo Agreement on _____.

(c) Rates. The monthly per-Service Subscriber license fee (the "Base Rate") for distribution of the Service

(e) Service Definition. The Service will be defined as the television programming service currently known as *National Geographic Channel*, as that name may change from time to time

Subject to the preceding sentence, the content, including the selection, scheduling, substitution and withdrawal of such content on the Service will at all times remain in the sole discretion and control of NGC, except for Affiliate's use of its commercial announcement time.

(f) Avails. Subject to underlying programming restrictions, Network will provide a minimum of two minutes per hour on the Service to Affiliate as Avails (or, in those programs where there is less than minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if only per hour of commercial advertising time is available to Network on the Service, Network will provide to Affiliate.

7. FX. FX and Affiliate agree to the distribution by Affiliate of the programming service currently known as *FX* on the terms set forth in this Section 7 and in Sections 9-32 of this Agreement (such agreement as embodied in this Agreement, the "FX Agreement").

(a) Term: The term of the FX Agreement will commence on the Effective Date and expire on

(b) Carriage. Affiliate will carry the Service through the Term of the FX Agreement on

(c) Rates. The monthly per-Service Subscriber license fee (the "Base Rate") for distribution of the Service

(e) Service Definition. The Service will be defined as the television programming service currently known as *FX*, as that name may be changed from time to time.

Subject to the preceding sentence, the content, including the selection, scheduling, substitution and withdrawal of such content on the Service will at all times remain in the sole discretion and control of *FX*, except for Affiliate's use of its commercial announcement time.

(f) FX Avails. Subject to underlying programming restrictions, Network will provide a minimum of _____ minutes per hour on the Service to Affiliate as Avails (or, in those programs where there is less than _____ minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs);

(g) Additional Programming. Network may, from time to time, offer to Affiliate (each an "Offer"), on a surcharge fee basis, ("Additional Programming").

by written notice to Network within . . . Affiliate may elect to either accept or reject such Offer after receipt of such Offer, provide Network with written notice of its acceptance, then Affiliate will be deemed to have rejected such Offer. If Affiliate accepts such Offer, then Affiliate will carry the Additional Programming as part of the Service in accordance with this Agreement, and the applicable Surcharge will be due and payable in accordance with the terms of the Offer, but for clarity in accordance with the payment terms contained in this Agreement. If Affiliate does not accept such Offer, Affiliate will not distribute the Additional Programming and the related Surcharge will not apply, and Network will provide alternate programming . . . after receipt. If Affiliate does not, within . . .

8. Fox Reality Channel. FRC and Affiliate agree to the distribution by Affiliate of the programming service currently known as *Fox Reality Channel* on the terms set forth in this Section 8 and Sections 9-31 (such agreement as embodied in this Agreement, the "FRC Agreement").

(a) Term: The term of the FRC Agreement will commence on the Effective Date and expire on

(b) Launch and Carriage. Affiliate will carry the launch the Service on the DBS System on Following such launch, Affiliate will carry the Service through the Term of the FRC Agreement on

(c) Rates. The monthly per-subscriber license fee (the "Base Rate") for distribution of the Service will be

(e) Service Definition. The Service will be defined as the television programming service currently known as *Fox Reality Channel*, as that name may changed from time to time

Service will at all times remain in the sole discretion and control of FRC, except for Affiliate's use of its commercial announcement time.

(f) Avails for Fox Reality. Subject to underlying programming restrictions, Network will provide a minimum of _____ minutes per hour on the Service to Affiliate as Avails (or, in those programs where there is less than _____ minutes per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if only _____ per hour of commercial advertising time is available to Network on the Service, Network will provide _____ to Affiliate.

9. Grant of Rights.

(a) Subject to the terms of this Agreement and any League Restrictions, Network grants to Affiliate, and Affiliate accepts, the non-exclusive right and obligation to offer, sell, exhibit, distribute and authorize the reception via the DBS System of each Service by Affiliate Subscribers within such Service's Territory.

10. Signal Delivery and Distribution.

- (a) Network will deliver, _____ each Service.
_____ to Affiliate's turnaround earth-station facility in Cheyenne,
Wyoming and/or Gilbert Arizona .
_____ via domestic satellite .

(f) Right to Digitize. Affiliate shall have the right to receive each Service at its facility, to digitize, compress and otherwise technologically manipulate the video and audio signals of the Service and to transport the signal as so altered to the extent necessary to exercise the rights granted in this Agreement, so long as the video and audio signals of the Service, as distributed to and perceived by Affiliate Subscribers, are not thereby materially degraded.

(g) Security. .

11. Fees. All license fees payable under this Agreement

will be payable within:

(a) Residential Fees. With respect to each Service during the applicable term, Affiliate will pay a monthly license fee equal to

- (b) Commercial Fees. For each month with respect to each Service:
the "Commercial Fee" will be as follows: