

EXECUTION

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11. Warranties and Indemnities.

a) Mutual Warranties. Each party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing under the laws of the state or country under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; and (iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms.

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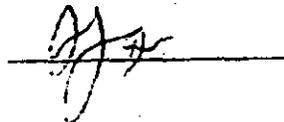
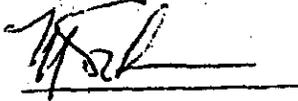
13. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Delaware, without regard to its choice of law.

14. **Notices.** All notices and consents in connection with this Agreement shall be in writing, shall be sent postage prepaid by certified mail, return receipt requested, or by hand delivery, or by Federal Express or similar overnight delivery service, or by facsimile transmission with confirmation, to the other party at the corporate offices of the receiving party and delivered to the attention of the General Counsel.

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Other than as modified herein, the terms, conditions and procedures of the Letter Agreement will remain in full force and effect through the Term. All defined terms herein shall have the same meaning ascribed to them in the Agreement.

Michael Schwimmer
Executive Vice President
EchoStar Satellite L.L.C

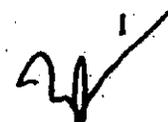


Andrea Greenberg
President
Rainbow Sports Networks
(on behalf of:

EXECUTION

**SportsChannel Ohio Associates
SportsChannel Cincinnati Associates
SportsChannel Florida Associates**

KAC
Andrew L. ...

Handwritten signature or initials in black ink, consisting of a stylized 'W' followed by a checkmark-like stroke.

REDACTED
FOR PUBLIC INSPECTION

RAINBOW SPORTS NETWORKS

1111 Stewart Avenue • Bethpage, New York 11714

EchoStar Satellite L.L.C.
9601 S. Meridian Boulevard
Englewood, CO 80112
Attention: Michael Schwimmer, Executive Vice President

Ladies and Gentlemen:

In accordance with the terms of Paragraph 8 of the _____ amendment (the
"Amendment") to that certain letter agreement dated as of _____ as amended
by and between EchoStar Satellite Corporation and the entities that are the owners of the
Services (as such term is defined in the Amendment), attached hereto is a revised
Schedule C.

Sincerely,

SPORTSCHANNEL OHIO ASSOCIATES
SPORTSCHANNEL CINCINNATI ASSOCIATES
SPORTSCHANNEL FLORIDA ASSOCIATES

By: _____
Robert Broussard
Senior Vice President, Business Affairs

NC.III.B 0578

FULLY EXECUTED

ADDITIONAL PROGRAMMING AND HD ADDENDUM

This Additional Programming and HD Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (successor to SportsChannel Florida Associates) ("Network"), and ECHOSTAR SATELLITE L.L.C. (successor to EchoStar Satellite Corporation) ("Affiliate"), as of April 1, 2006 (the "Effective Date").

Recitals

- A. Network and Affiliate, among others, are parties to a letter agreement dated as of January 1, 2003 (as amended by this Addendum and as otherwise amended from time to time, the "Affiliation Agreement"), pursuant to which Affiliate distributes the video programming service currently known as "FSN Florida" ("FSN Florida") to its subscribers. Capitalized terms used in this Addendum and not otherwise defined will have the meanings set forth in the Affiliation Agreement.
- B. Network and Affiliate have entered into an Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Sun Agreement") pursuant to which Affiliate distributes the video programming service currently known as "Sun Sports" ("Sun Sports") to its subscribers.
- C. Network has acquired the right to distribute additional sports events that are not otherwise available as part of *FSN Florida*.
- D. Network desires to grant Affiliate the right to distribute, and Affiliate desires to accept the right and obligation to distribute, additional sports events available as of the Effective Date to be included as part of *FSN Florida* under the Affiliation Agreement on the terms and conditions set forth below. Network also desires to grant Affiliate the right to distribute certain Florida Marlins games in high definition format on the terms and conditions set forth on Exhibit A.

Agreement

In consideration of the mutual promises and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **ADDITIONAL EVENTS.** The "Additional Events" mean
2. **TERM.** This Addendum will commence on the Effective Date and will terminate automatically on (i) _____ or (ii) if earlier, any termination or expiration of the Affiliation Agreement; provided that any accrued payment obligations (as set forth in Section 4) will survive the termination or expiration of this Addendum until paid in full.

3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and the obligation to distribute, all Additional Events (as part of the applicable RSN Territory) to all applicable RSN Territory Subscribers

[Network also grants Affiliate the non-exclusive right and license to distribute the Additional Events (as defined in Exhibit A) on the terms and conditions set forth in the High Definition Agreement attached hereto as Exhibit A.

4. **BASE RATE INCREASE.** The Monthly Rate Per RSN Territory Subscriber for *FSN Florida* will be increased as follows (the "Base Rate Increase"):

The Base Rate Increase will accrue during distribution of each Additional Event. The Base Rate Increase accrual will be calculated on a pro rata basis based on the number of Additional Events actually delivered prior to the expiration or termination of this Addendum. If this Addendum expires or terminates prior to: _____, Affiliate shall remit to Network within 45 days of the last day of the reporting period (as such term is used in the Affiliation Agreement) during which such expiration or termination occurs, unless otherwise agreed to in writing by the parties, a pro-rated Base Rate Increase for any Additional Events already delivered with regard to a particular MLB season if less than all Additional Events have been delivered with regard to such MLB season.

For clarity, such pro-ration payment shall only apply to the Base Rate Increase and Affiliate shall have no obligation to pay any Base Rate after the date of expiration or termination.

5. **SHORTFALLS.**

6. MISCELLANEOUS. Each reference in the Affiliation Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Affiliation Agreement as amended and supplemented by this Addendum. Except as expressly modified by this Addendum, the Affiliation Agreement is, and will continue to be, in full force and effect, and this Addendum will not operate as a waiver of any provision of the Affiliation Agreement. This Addendum (i) constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Addendum and supersedes any other agreement with respect to the express subject matter of this Addendum, whether oral or written; (ii) may not be assigned by Affiliate without the prior written consent of Network; and (iii) may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Addendum may be delivered by facsimile and will be binding upon the parties.

IN WITNESS WHEREOF, each of Network and Affiliate is _____ lum as of the Effective Date by its duly authorized representative.

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

ECHOSTAR SATELLITE L.L.C.

By: *Michael Stuard*
Name: Michael Stuard
Title: VP

By: *[Signature]*
Name: EBC Sam
Title: SVP



SCHEDULE 1

2006 Additional Events

Additional Events Addendum

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NC.III.B 0583

Exhibit A

HIGH DEFINITION AGREEMENT

Additional Events Addendum I

v7 (Execution) 4-14-06.doc

NC.HLB 0589

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

April 1, 2006

EchoStar Satellite L.L.C.
5701 South Santa Fe Drive
Littleton, Colorado 80120
Attention: Eric Sahl

Re: High Definition

Dear Eric:

Fox Sports Direct, a division of ARC Holding, Ltd. ("Fox") is offering EchoStar Satellite L.L.C. ("Affiliate") the _____ listed on Exhibit A in a high definition format, which in no event will be of a resolution less than 720p ("High Definition") for the MLB seasons (collectively, the "HD Events") in accordance with the terms of this letter agreement. For avoidance of doubt, the availability of the HD Events in subsequent seasons may be subject to additional terms and conditions.

If you would like to accept this offer, please sign two copies of this letter agreement and return both to _____. Once this letter agreement is fully executed by Fox and Affiliate, it will constitute a binding agreement with respect to Affiliate's distribution of the HD Events.

1. **Grant of Rights.** Subject to the provisions of this letter agreement, Fox grants Affiliate the non-exclusive right and license, _____, to distribute each HD Event within the team-authorized and/or league-authorized distribution territory in which such HD Event is made available by Fox. The selection of HD Events will be at Fox's sole discretion; ;

2. **Terms and Conditions for Distribution of HD Events.**

NC.III.B 0590

standard definition format; provided that each of Fox and Affiliate will have the right to insert the same commercial announcement, including Avails (as defined in the Global Agreement), as those distributed in standard definition format in such HD Event in a High Definition format (including by "up conversion"). Affiliate will distribute, in high definition, the pre-game and post-game shows related to an applicable HD Event, as well as commercial announcements, PSAs and other promotional spots aired during such HD Event; provided that such programming is delivered to Affiliate in a high definition format (including by "up-conversion") and provided further that such program, together with the applicable post-game show, if any, shall not exceed in the aggregate.

Affiliate will distribute such HD Event in its entirety, without alteration (with the exception of industry standard compression encoding and user initiated squeeze-back required for use of the electronic programming guide to the extent uniformly applied to all programming services), editing, interruption or delay. Affiliate will not charge its subscribers at any time any additional subscription fees or other charges specifically for the receipt of any HD Event or the channel or tier of services on which the HD Events are distributed. Notwithstanding the preceding sentence, Affiliate may charge its subscribers a fee for the set-top box or other equipment needed to receive the HD Events, provided that such fee does not incorporate, and is not intended to incorporate, any programming costs for HD Events.

3. **Other Terms and Conditions.** Except as expressly set forth herein, Affiliate's distribution of the HD Events shall be in accordance with terms and conditions that are the same as those set forth in Section 3 of the Global Agreement and in the letter agreement dated as of December 31, 2004 (as amended from time to time, the "Affiliation Agreement") by and between Fox Sports Direct, a division of ARC Holding, Ltd. (successor to SportsChannel Florida Associates); provided that to the extent the Affiliation Agreement and Section 3 of the Global Agreement are in conflict, the terms and conditions of the Affiliation Agreement shall govern.
4. **Entire Agreement.** This letter agreement, together with the Affiliation Agreement and Section 3 of the Global Agreement, sets forth the entire understanding between the parties, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, whether oral or written, as to the subject matter of this letter agreement. Each party acknowledges that it is not entering into this letter agreement in reliance upon any term, condition, representation or warranty not expressly stated in this letter agreement. This letter agreement may be modified only in a document signed by both parties.
5. **Counterparts.** This letter agreement may be executed in counterparts, each of which is an original and all of which together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and

will be binding on the signing party.

Your signature below will constitute your agreement on the terms set forth herein.

Very truly yours,

ACCEPTED AND AGREED:
EchoStar Satellite L.L.C.

By: [Signature]
Name: Steve Sauer
Title: SVP

ACCEPTED AND AGREED:
Fox Sports Direct,
a division of ARC Holding, Ltd.

By: [Signature]
Name: Michael Beard
Title: VP



