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## ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (collectively, "Network"), and ECHOSTAR SATELLITE L.L.C ("Affiliate"), as of March 1, 2005 (the "Effective Date").

### Recitals

A. Network and Affiliate have entered into the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) 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 has acquired the right to distribute additional sports events that are not otherwise available as part of the RSNs.

C. 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 the RSNs under the Affiliation Agreement on the terms and conditions set forth below.

### 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 Notwithstanding the foregoing, any accrued payment obligations relating to Additional Events Fees (as defined below), calculated on a pro rata basis based on the number of Additional Events actually delivered prior to the expiration or termination of this Addendum, will survive the termination or expiration of this Addendum.

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 ) to all Service Subscribers within the RSN Territory of each applicable RSN. The Additional Events are deemed to be , and Network's delivery and Affiliate's distribution of the Additional Events as part of such RSN will comply with both the Affiliation Agreement and this Addendum.

4. **BASE RATE INCREASE**. The Base Rate for the RSNs will be increased as follows (the "Base Rate Increase"):

The Base Rate Increase will accrue during distribution of each Additional Event. If this Addendum terminates or expires prior to all accrued Base Rate Increases shall be remitted to Network within of the date of such expiration or termination unless otherwise agreed to in writing by the parties.

5. **SHORTFALLS**. If Network fails to provide any or all Additional Events to Affiliate during any calendar year, then Affiliate will be entitled to receive a credit against the Additional Events Fees due under this Addendum as its sole and exclusive remedy. Such credit will equal the Additional Events Fee due for such calendar year multiplied by a fraction, the numerator of which is the number of Additional Events not provided during such calendar year and the denominator of which the number of all Additional Events that were to be provided during such calendar year.

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 executing this Addendum as of the Effective Date by its duly authorized representative.

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

By: [signature]
Name: Michael Biard
Title: VP, National Accounts

ECHOSTAR SATELLITE L.L.C

By: [signature]
Name: ERIC SAHL
Title: VP Programming

## SCHEDULE 1

**FSN**
**ECHOSTAR Additional Events**

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# ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (collectively, "Network"), and ECHOSTAR SATELLITE L.L.C ("Affiliate"), as of October 1, 2005 (the "Effective Date").

## Recitals

A. Network and Affiliate have entered into the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) 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 has acquired the right to distribute additional sports events that are not otherwise available as part of the RSNs.

C. 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 the RSNs under the Affiliation Agreement on the terms and conditions set forth below.

## 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)

   Notwithstanding the foregoing, any accrued payment obligations relating to the Base Rate Increase (as defined below), calculated on a pro rata basis based on the number of Additional Events actually delivered prior to the expiration or termination of this Addendum, will survive the termination or expiration of this Addendum.

3. **LICENSE.** Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute, all Additional Events to all Service Subscribers

   Network's delivery and Affiliate's distribution of the Additional Events will comply with both the Affiliation Agreement and this Addendum.

4. **BASE RATE INCREASE.** The Base Rate will be increased as follows (the "Base Rate Increase"):

The Base Rate Increase will accrue during distribution of each Additional Event. If this Addendum terminates prior to the end of the Term, Affiliate shall remit to Network within of the date of such termination, unless otherwise agreed to in writing by the parties, a pro-rated Base Rate Increase for any Additional Events already delivered with regard to and Network had delivered for the

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 termination. Upon the expiration of this Addendum, if prior to , Affiliate shall remit to Network within of the date of such expiration, for Additional Events already delivered, unless otherwise agreed to in writing by the parties, the full Base Rate Increase for the period from the date of expiration through the end of that calendar year as set forth above.

5.

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 executing this Addendum as of the Effective Date by its duly authorized representative.

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

By: Michael W. Riard
Name: Michael W. Riard
Title: V.P.

ECHOSTAR SATELLITE L.L.C

By:
Name: Eric Sahl
Title: SVP-Programming

FULLY EXECUTED

**Amendment to Additional Programming Addendum**

This Amendment ("Amendment"), effective as of October 31, 2006, between Fox Sports Direct, a division of ARC Holding, Ltd. ("Fox"), and EchoStar Satellite L.L.C. ("Affiliate") amends that certain Additional Programming Addendum dated as of October 1, 2005 between Fox and Affiliate (as amended from time to time, the "Addendum"). Capitalized terms used in this Amendment but not defined herein shall have the respective meanings ascribed to such terms in the Addendum.

Fox and Affiliate, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree to amend the Addendum as follows:

1. **License.** The first sentence of Section 3 of the Addendum shall be deleted in its entirety and replaced by the following:

   "Subject to the Affiliation Agreement, Network licenses Affiliate the nonexclusive right to distribute, and Affiliate accepts the nonexclusive right and obligation to distribute, all Additional Events.
   to all Service Subscribers

2. **Base Rate Increase.** Section 4 of the Addendum shall be amended by deleting the chart set forth therein in its entirety and replacing it with the following:

3. **Miscellaneous.** Each reference in the Addendum to "this Addendum" or words of similar meaning will mean and be a reference to the Addendum as amended and supplemented by this Amendment. Except as expressly modified by this Amendment, the Addendum is, and will continue to be, in full force and effect, and this Amendment will not operate as a waiver of any provision of the Addendum. This Amendment (i) constitutes the entire understanding between Fox and Affiliate concerning the subject matter of this Amendment and supersedes any other agreement with respect to the express subject matter of this Amendment, 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 Amendment may be delivered by facsimile and will be binding upon the parties.

AGREED:

| FOX SPORTS DIRECT, a division of ARC Holding, Ltd. | ECHOSTAR SATELLITE L.L.C. |
|---|---|
| Signature: | Signature: |
| Name: Michael W. Riard | Name: |
| Title: SVP | Title: |

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FULLY EXECUTED

# ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (collectively, "Network"), and ECHOSTAR SATELLITE L.L.C. ("Affiliate"), as of September 1, 2006 (the "Effective Date").

## Recitals

A. Network and Affiliate have entered into the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) 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 has acquired the right to distribute additional sports events that are not otherwise available as part of the RSNs.

C. 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 the RSNs under the Affiliation Agreement on the terms and conditions set forth below.

## 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" means

2. **TERM.** This Addendum will commence on the Effective Date and will terminate automatically on
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 to all Service Subscribers

Affiliate. The Additional Events are deemed to be and Network's delivery and Affiliate's distribution of the Additional Events
will comply with

both the Affiliation Agreement and this Addendum.

4. **BASE RATE INCREASE**. The Base Rate for the Fox RSNs will be increased as follows (the "Base Rate Increase"):

For clarification, the Base Rate Increase applicable to the Additional Events will be payable as follows:

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 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 if less than all Additional Events have been delivered with regard to For example, if this Addendum were to be terminated on and Network had delivered for the by , then Affiliate will remit by of the Base Rate Increase otherwise applicable for the period beginning and ending 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.** If Network fails to provide any or all Additional Events to Affiliate during any calendar year, then Affiliate will be entitled to receive a credit against the Base Rate Increase otherwise due under this Addendum as its sole and exclusive remedy; provided that if Network fails to provide any Additional Event to Affiliate during any calendar year, but provides such Additional Event to any Other Distributor within the same geographical area during such calendar year, such credit shall not be the exclusive remedy with respect to any provision of the Affiliation Agreement that may be breached by such failure. Such credit will equal the Base Rate Increase due for such calendar year multiplied by a fraction, the numerator of which is the number of Additional Events not provided during such calendar year and the denominator of which is the number of all Additional Events that were to be

provided during such calendar year. Notwithstanding the foregoing, Affiliate will not be entitled to any such credit for any shortfall if (i) such shortfall is related to Affiliate's breach of this Addendum or the Affiliation Agreement or (ii) Network makes up such shortfall in the remaining portion of the current season or, if not feasible, during the next applicable sports season (if there is another next applicable sports season during the term of this Addendum).

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 executing this Addendum as of the Effective Date by its duly authorized representative.

FOX SPORTS DIRECT
a division of ARC [illegible] Ltd.

By: [illegible]
Name: [illegible]
Title: [illegible]

ECHOSTAR SATELLITE L.L.C.

By: [illegible]
Name: [illegible]
Title: [illegible]

FULLY EXECUTED

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FOR PUBLIC INSPECTION

# ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (collectively, "Network"), and ECHOSTAR SATELLITE L.L.C. ("Affiliate"), as of September 1, 2006 (the "Effective Date").

## Recitals

A. Network and Affiliate have entered into the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) 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 has acquired the right to distribute additional sports events that are not otherwise available as part of the RSNs.

C. 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 the RSNs under the Affiliation Agreement on the terms and conditions set forth below.

## 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" means

2. **TERM.** This Addendum will commence on the Effective Date and will terminate automatically on ; 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 to all Service Subscribers . The Additional Events are deemed to be and Network's delivery and Affiliate's distribution of the Additional Events

will comply with both the Affiliation Agreement and this Addendum.

4. **BASE RATE INCREASE.** The Base Rate for the Fox RSNs will be increased as follows (the "Base Rate Increase"):

beginning . 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

unless otherwise agreed to in writing by the parties, a pro-rated Base Rate Increase for any Additional Events already delivered with regard to season if less than all Additional Events have been delivered with regard to For example, if this Addendum were to be terminated on June and Network had delivered for the by then Affiliate will remit by of the Base Rate Increase otherwise applicable for the period beginning and ending 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.

HIGHLY CONFIDENTIAL INFORMATION
SUBJECT TO SECOND PROTECTIVE ORDER
IN MB DOCKET NO. 07-18 before the
Federal Communications Commission

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 executing this Addendum as of the Effective Date by its duly authorized representative.

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

By: [signature]
Name: [illegible]
Title: [illegible]

ECHOSTAR SATELLITE L.L.C.

By: [signature]
Name: [illegible]
Title: [illegible]

REDACTED
FOR PUBLIC INSPECTION

FULLY EXECUTED

# ADDITIONAL PROGRAMMING ADDENDUM

This Additional Programming Addendum (this "Addendum") is made by and between FOX SPORTS DIRECT, a division of ARC Holding, Ltd. (collectively, "Network"), and ECHOSTAR SATELLITE L.L.C. ("Affiliate"), as of January 1, 2007 (the "Effective Date").

## Recitals

A. Network and Affiliate have entered into the Agreement for EchoStar Affiliation dated as of October 1, 2004 (as amended from time to time, the "Affiliation Agreement"). Pursuant to the Affiliation Agreement, Affiliate distributes the RSNs (as defined in the Affiliation Agreement) 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 has acquired the right to distribute additional sports events that are not otherwise available as part of the RSNs.

C. 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 the RSNs under the Affiliation Agreement on the terms and conditions set forth below.

## 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" means

2. **TERM.** This Addendum will commence on the Effective Date and will terminate automatically on [illegible] 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 [illegible] to all Service Subscribers [illegible]

The Additional Events are deemed to be part of [illegible], and Network's delivery and Affiliate's distribution of the Additional Events [illegible]

will comply with both the Affiliation Agreement and this Addendum.

4. **BASE RATE INCREASE.** The Base Rate for the Fox RSNs 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

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 if less than all Additional Events have been delivered with regard to For example, if this Addendum were to be terminated on June and Network had delivered for the by then Affiliate will remit by of the Base Rate Increase otherwise applicable for the period beginning and ending 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.

of this Addendum or the Affiliation Agreement or (ii) Network makes up such shortfall in the remaining portion of the current season or, if not feasible, during the next applicable sports season (if there is another next applicable sports season during the term of this Addendum). Subject to Network's obligations set forth in Section 1, Network's failure to deliver any Additional Event in High Definition shall not be deemed a shortfall for purposes of this Section 5 (provided that Network provides such Additional Event in standard definition as part of the RSN).

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 executing this Addendum as of the Effective Date by its duly authorized representative.

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

By: [signature]
Name: Michael W. Biere
Title: SVP Nat'l Accounts

ECHOSTAR SATELLITE L.L.C.

By: [signature]
Name: [illegible]
Title: SVP Programming

Approved as to form
Echostar Legal

REDACTED
FOR PUBLIC INSPECTION

# AFFILIATE AGREEMENT
# FOR
# ECHOSTAR SATELLITE L.L.C.

**THIS AFFILIATE AGREEMENT** (the "Agreement"), is made as of the 4th of June, 2005 (the "Effective Date"), by and between TURNER NETWORK SALES, INC. ("TNS, Inc.") and ECHOSTAR SATELLITE L.L.C. ("AFFILIATE").

**WHEREAS,** TNS, Inc. is the authorized agent for licensing the satellite television programming services known as Cable News Network ("CNN"), Headline News ("HN"), TBS

Turner South,
(each a "Service," and collectively, the "Services"); and

**WHEREAS,** AFFILIATE desires to receive, promote and distribute the Services to Customers primarily using its direct broadcast satellite based television service as originating from one or more Ka or Ku Band satellites, such satellite based television service known as DISH NETWORK, under and in accordance with the terms of this Agreement; and

REDACTED

**WHEREAS,** TNS, Inc. desires to have AFFILIATE receive, promote and distribute the WTBS programming referenced in the preceding WHEREAS clause to Customers under and in accordance with the terms of this Agreement; and

REDACTED

**NOW, THEREFORE,** in consideration of the premises, mutual promises, agreements and representations contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** For purposes of this Agreement the terms below shall have the meanings ascribed to them as follows:

A. "Affiliated Entity" with respect to AFFILIATE shall mean

REDACTED

REDACTED

G. "Customer" shall mean each of the following authorized by AFFILIATE to receive any level of service directly from a System: (i) a single unit private home, mobile home or automobile; (ii) each individual dwelling unit located in a multiple-unit residential building or apartment, condo or townhome complex; (iii) each drop (as that term is commonly understood in the pay television business) in a guest room, suite or other temporary living quarters located in a hotel, motel, dormitory or assisted living facility; (iv) each television set located in a hospital or prison; (v) each recreational or commercial hauling vehicle (i.e., tractor trailer); (vi) each integrated receiving device ("IRD") located in an office or commercial establishment, RV park, health club, or school; and (vii) each IRD located in a Hospitality Outlet (as defined herein) with no more than five hundred (500) seats served by a System.

I. "Facility" means the reception, compression and uplink/data aggregation facility(ies) operated by or on behalf of AFFILIATE or any of its affiliates in Cheyenne, Wyoming or Gilbert, Arizona (or any replacement or additional location used by AFFILIATE as an uplink/data aggregation facility).

REDACTED

K. "Hospitality Outlet" shall mean casinos, bars, restaurants and clubs, which (a) are licensed to serve alcohol or (b) are not licensed to serve alcohol but which derive .or more of its revenues from activities at the establishment, including without limitation, gambling, entry fees and/or the sale of food or beverages (primarily for on-premises consumption) to the public or to its members.

REDACTED

M.

N. "Secure" shall mean that each Service signal shall be scrambled, encoded and/or encrypted using one (or more) of the following industry standards adopted by the National Institute of Standards and Technology: Data Encryption Standard, Triple Data Encryption Standard, Advanced Encryption Standard (or any recognized successors to any such standard(s)) and further, that AFFILIATE shall use commercially reasonable efforts to ensure that the content of each Service will not be intercepted, rebroadcast, rerouted, or pirated at any point in a System, from the authorized point of satellite reception to and within the subscriber receiver.

O. "Service Subscriber" shall mean those Customers receiving the applicable Service.

P. "System" shall mean each of the following distributing any Service:

(i) AFFILIATE's direct broadcast satellite platform (the "DBS System");

(ii) each of the C-Band satellite platforms used to distribute the Service(s) to individual, direct to home Customers acquired in connection with AFFILIATE's or an Affiliated Entity's acquisition of Superstar/Netlink and certain assets of WSNet, Inc. ("C-Band Customers");

For clarification, at all times during the Term, the Service(s) shall be distributed, *inter alia,* in accordance with the carriage, packaging, quality and security obligations and/or requirements set forth herein, and AFFILIATE shall ensure that each PCO complies with such requirements.

REDACTED

R. "Term" shall mean the entire term of this Agreement as specified in Paragraph 6 as applicable with respect to each Service.

S. "Territory" means (i) the United States, (ii) the District of Columbia, (iii) Puerto Rico, and (iv) the United States Virgin Islands.

REDACTED

V. "Total Subscribers" shall mean each and every Customer of AFFILIATE receiving any level of television service from a System,

W. "Turner South Subscribers" shall mean those Customers authorized by AFFILIATE to receive Turner South.

Other capitalized terms contained herein shall have the meaning ascribed to them in the context of this Agreement.

2. **Grant of Rights and Minimum Transmission Requirements**.

A. Grants of Rights. TNS, Inc. hereby grants to AFFILIATE the nonexclusive license and right to distribute the Services using the Systems to Customers within the Territory, but with respect to (i) Turner South, only within the states of Georgia, Alabama, Mississippi, South Carolina, Tennessee and those North Carolina counties indicated by the letter "Y" in Exhibit B hereto (the "Turner South Territory") REDACTED TNS, Inc. represents and warrants that the Turner South Territory as set forth in Exhibit B is the same with respect to Other Distributors of such Service.

B. Additional Rights. The parties acknowledge and agree that this Agreement shall not permit AFFILIATE to subdistribute, transport or wholesale the Services or any portion of the Services.

F. Minimum Transmission Requirements. AFFILIATE accepts such license and agrees throughout the Term hereof to Secure and receive, reuplink and distribute the Services through the Systems in a package or packages, with any such "package" meaning any pre-assembled group of satellite-delivered video programming services ("Package"); provided, however, REDACTED (ii) each of the Services shall be distributed in accordance with the terms and conditions set forth herein and in Schedule B, and

REDACTED

(d) Turner South shall be distributed in each System in

REDACTED