



SAINTE PARTNERS II, L.P.

SAINTE
TELEVISION
GROUP

KCVU ♦ KRVU
KUCO ♦ KXVU
KFBI ♦ KMCW
KKTF

MAIN OFFICE
300 Main Street
Chico, California 95928
(530) 893-1234
fax (530) 893-1266

September 30, 2008

Ms. Jan Smith
Programming
Charter Communications
6399 South Fiddler's Green Circle
6th Floor
Greenwood Village, CO 80111

RE: KCVU - Paradise, CA / Chico-Redding DMA. / Carriage on Charter
Communications System / Certified letter / Return receipt required

Dear Ms. Smith;

Please be advised that pursuant to FCC rules Sainte Partners II L.P. has elected
retransmission consent for KCVU in the Chico-Redding DMA for the three-year
period commencing January 1, 2009.

The undersigned is the appropriate contact person for purposes of this election.
Official correspondence should be directed to 300 Main Street. Chico, CA 95928.

Thank you.

As always it is a pleasure doing business with you.

Doug Holroyd

General Manager, KCVU
300 Main Street. Chico, CA 95928
(530) 893-1234 Fax (530) 343-3488

Linda Kimberly,
General Manager
Northwest KMA – WA & OR
Charter Communications

4/29/2008

Linda,

It's that time again, time to do some retransmission consent between Charter Communications and Sainte Partners II L.P. Below will summarize the items we discussed last Thursday.

1. Renewal of existing agreement for two more years with the following additions/amendments.
 - A. Add KFBI to Charter's Klamath Falls system on channel 3. (signal is already there via translator) and KMCW upon delivery. *Trail Blazers!*
 - B. Add KEUV 31 Univision to Charter's Crescent City/~~Brookings-Gold Beach~~ system saving the expense currently being paid to Univision by Charter. (signal will be delivered as digital secondary (KVIQ) to head end in Crescent City).
 - C. KVIQ, KEMY and KBVU will be delivered via digital over the air signal along with KEUV to Crescent City headend. Charter would demodulate off air signal.
 - D. Add KXVU Telemundo 17 and KKTF Telefutera 35 to Red Bluff system (currently available over air analog to Red Bluff head end) and Redding system upon delivery saving any expense currently being paid to Telemundo and Telefutera (Univision) by Charter.
 - E. Add KFBI and KMCW to Brookings – Gold Beach system via Charter's fiber. *or Dish!*

This should keep everything up to date as we move forward to 12/31/2010.

Thank you,

Doug Holroyd,

*General Manager, KCVU, KRVU, KUCO, KXVU, KKTF, KFBI and KMCW
Acquisitions/Carriage Executive, KBVU, KEMY, KVIQ, KEUV and KUVU
Sainte Partners II L.P. – Sainte Television Group, 300 Main Street - Chico, CA 95928
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AMENDMENT #1

**TO ANALOG AND DIGITAL SIGNAL CARRIAGE AGREEMENT
BETWEEN SAINTE PARTNERS II, L.P. AND
CHARTER COMMUNICATIONS HOLDING COMPANY, LLC**

This amendment (this "Amendment #1") is made and is effective as of August 26, 2008, by and between Sainte Partners II, L.P. ("Licensee") and Charter Communications Holding Company, LLC on behalf of its affiliated entities ("Operator"), in order to amend the Analog and Digital Signal Carriage Agreement dated as of August 1, 2006 (the "Agreement"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and of the mutual agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Licensee agree to amend the Agreement as follows:

1. Term. The reference in Paragraph 2 ("Term") to "December 31, 2008" shall be changed to "December 31, 2010".

2. Primary Feed Carriage. A Station's Primary Feed that includes content in an ATSC-approved HDTV format shall be referred to herein as its "Primary HD Feed", and the references in Paragraph 4(b)(i) and (ii) to the Primary Feed with respect only to Operator's carriage obligations shall be deemed to mean the Primary HD Feed. In addition, Paragraph 4(b)(iii) ("Post-Transition Date Signal Delivery") shall be deleted in its entirety and shall be replaced with the following paragraph:

(iii) Subject to Sections 2 and 4 of the General Terms and the remainder of this Agreement, and without limiting Operator's obligations to carry the Primary HD Feed in DMA Systems as set forth in Paragraph 4(b)(i) of this Agreement, Operator agrees to continue, during any portion of the Term beginning no later than a Station's Transition Date, to provide to all cable television subscribers of each System that serves a material number of subscribers located in a Station's Television Market (or, with respect to certain low-power Stations, each System to which the private copyright license extends as set forth in Paragraph 6 of the Agreement or Section 5 of Amendment #1), which System was required to carry the Analog Signal immediately prior to the Station's Transition Date pursuant to this Agreement or Amendment #1, the Station's Primary Feed in one or more formats. With respect to subscribers of such Systems who, after a Station's Transition Date, continue to receive only analog cable service, Operator agrees to make available a version of the Primary Feed downconverted into an analog signal capable of being viewed by such analog subscribers (such downconverted signal, the "Downconverted Primary Feed"). Carriage of the Downconverted Primary Feed on each such System shall be subject to the pertinent provisions set forth in the Agreement and in Amendment #1 that relate to channel position (but in any event, subject to the FCC's Rules and applicable law). Without limiting Operator's rights hereunder, except as expressly provided to the contrary in this Agreement, Operator shall have the right to downconvert and retransmit, in Eligible Systems that do not serve a material number of subscribers located in a Station's Television Market, the Primary Feed of such Station in an analog format or, at Operator's option, solely in a standard definition digital ("SD") format, on a channel number that is in the same "neighborhood" of other comparable non-local broadcast signals.

3. Signal Delivery. Licensee agrees throughout the Term to deliver to the principal headend site of the System serving Crescent City, CA, a good-quality Digital Signal, via over-the-air transmission or other mutually-agreeable means, of (a) Station KVIQ (CBS-Eureka, CA), which Digital Signal shall include, at a minimum, a Primary Feed (or a Primary HD Feed) of KVIQ, as well as a Primary Feed (which may be in an SD format) of Station KEUV-LP (Univision-Eureka, CA); and (b) Station KBVU (FOX-Eureka, CA), which Digital Signal shall include, at a minimum, a Primary Feed (or a Primary HD Feed) of KBVU, as well as a Primary Feed (which may be in an SD format) of Station KEMY-LP (MyNetwork TV-Eureka, CA). In addition, Licensee agrees throughout the Term to continue to deliver to the principal headend site of the System serving Redding, CA (and, prior to its consolidation into Redding, the System serving Red Bluff, CA) a good-quality Digital Signal, via over-the-air transmission or other mutually-agreeable means, of (a) Station KCVU (FOX-Redding, CA), which Digital Signal shall include, at a minimum, a Primary Feed of KRVU-LP (MyNetwork TV-Redding, CA).

4. Additional Carriage Obligations. In addition to Operator's carriage obligations set forth in the Agreement, and subject to (i) the provisions of Paragraph 3(b), Paragraph 6 and the remainder of the Agreement (including, without limitation, Section 2 of the General Terms), (ii) the channel position rights of other local stations, Operator's existing agreements, the FCC Rules and applicable law, (iii) Licensee's delivery throughout the Term to each pertinent System's principal headend site of a good-quality signal, and (iv) each such Station's continuing to be the primary affiliate for the DMA in which it is situated of the programming network with which it is currently affiliated (e.g., Telemundo, MyNetwork TV, etc.), Operator agrees to the following carriage and launch obligations (such launches to occur as soon as reasonably practicable after Operator's receipt of notice to the effect that any prerequisite conditions are met and Operator's notice requirements are fulfilled):

(a) KFBI-LP/K41ID-LP (MyNetwork TV-Medford, OR); KMCW-LP (Telemundo-Medford, OR). Operator agrees to launch the primary feed of (i) Station KFBI-LP or its translator Station K41ID-LP on its System serving Klamath Falls, OR, and to carry such signal on channel 3 in an analog format or otherwise provide it to all "broadcast basic" subscribers; and (ii) Station KMCW-LP in its System serving Klamath Falls, OR, and to carry such signal in an analog format or otherwise provide it to all "broadcast basic" subscribers.

(b) KEUV-LP (Univision-Eureka, CA). Subject to Sections 3 and 5 of this Amendment #1, Operator agrees to launch, and to carry in an analog format or otherwise provide to all "Broadcast basic" subscribers, the primary feed of Station KEUV-LP in its System serving Crescent City, CA (which System is situated in the Eureka DMA).

(c) KFBI-LP (MyNetwork TV-Medford, OR); KMCW-LP (Telemundo-Medford, OR). Operator agrees to launch the primary feed of Stations KFBI-LP and, subject to Section 5 of this Amendment #1, KMCW-LP in its Systems serving Gold Beach, OR and Brookings, OR (each of which Systems is in the Medford, OR DMA). Notwithstanding the location of the principal headend site for Gold Beach and Brookings in Crescent City, CA, if Licensee delivers a good-quality signal of KFBI-LP and KMCW-LP to the principal headend of the System serving Medford, OR, Operator agrees to utilize its own transport facilities to transport such signals to its System in Crescent City, CA, and to carry each such Station's primary feed in an analog format or otherwise provide it to all "broadcast basic" subscribers.

(d) KXVU-LP (Telemundo-Chico, CA); KKTF-LP (Telefutura-Chico/Redding). Operator agrees to launch the primary feed, when delivered in a digital format, of each of Station KXVU-LP and, subject to Section 5 of this Amendment #1, KKTF-LP in its System serving Redding, CA (it being acknowledged by the parties that (i) good-quality signals of neither KXVU-LP nor KKTF-LP are being delivered to the principal headend site for the Redding, CA System as of the date of this Amendment #1, and (ii) Operator's System serving Red Bluff, CA is expected to be upgraded and thereafter "collapsed" into, and to become part of, the Redding System after the date of this Amendment #1 and will be able to carry these signals at that time if carried in the Redding System. Upon launch in the Redding System of the signal of Station KXVU-LP in accordance with this Section 4(d), KXVU will be carried throughout the remainder of the Term in an analog format (or will otherwise be provided to all "broadcast basic" subscribers); and such System will cease its current carriage of the Telemundo Service delivered via satellite. Operator agrees to use its commercially reasonable efforts to launch the signal of Station KKTF-LP in an analog format (or otherwise distribute it to all subscribers as part of "broadcast basic"); provided, however, that, if at the time of launch, Operator is unable, despite having used its commercially reasonable efforts, to carry such signal in an analog format on "broadcast basic" without violating the FCC's Rules (including the channel positioning rights of other broadcast stations), other then-existing programming or franchise agreements, or applicable law, then Operator shall launch and carry the signal of KKTF-LP in a standard definition digital format on the "digital lifeline" level of service (which is available to all "broadcast basic" subscribers who have the requisite digital settop or pertinent reception equipment).

5. Private Copyright License for Univision and Telefutura Stations. The provisions of Paragraph 6 of the Agreement apply to like extent to Stations affiliated with the Univision and Telefutura programming networks (including, without limitation, Station KEUV-LP (Univision-Eureka, CA) and KKTF-LP (Telefutura-Chico, CA).

6. Facilities Space in Klamath Falls. Licensee shall be entitled to utilize space in Operator's Klamath Falls, OR headend site to house a single equipment rack (approximately 2 feet of space) and exterior space adequate to erect an antenna for monitoring of the signal of KFBI-LP. Further, Operator agrees to provide, at no cost to Licensee, one local internet connection to upload a minimum of 512 kb for a return feed for the sole purpose of monitoring Licensee's off-air feed. Licensee shall be responsible for maintaining its equipment, and the installation and operation of such equipment in compliance with all applicable local, state and federal laws, rules and regulations ("Laws"), and shall be afforded reasonable supervised access to the area in which Licensee's equipment is located solely for such purposes during normal business hours and upon reasonable prior written notice to Operator. Operator shall have no liability to Licensee or to any third party arising from Licensee's use of Operator's facilities, and Licensee will indemnify, defend and hold harmless the Operator Indemnitees from and against any and all damages, losses, claims and/or liabilities arising directly or indirectly from (a) Licensee's use of Operator's facilities; (b) injury to persons (including death) or damage to property caused by the acts or omissions of Licensee, its employees, agents and/or contractors; and/or (c) Licensee's failure to comply with any applicable Laws.

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All other terms and conditions set forth in the Agreement shall remain in full force and effect; provided, however, that if any of the terms set forth in this Amendment #1 conflict with any provisions set forth in the Agreement, then the terms set forth in this Amendment #1 shall govern.

ACCEPTED AND AGREED:

LICENSEE
SAINTE PARTNERS II, L.P.

OPERATOR
CHARTER COMMUNICATIONS HOLDING COMPANY, LLC
By: Charter Communications, Inc., its Manager

 8-29-08

By: Doug Holroyd
Title: General Manager



By: Greg Rigdon
Title: SVP, Business Development