



SAINTE PARTNERS II, L.P.

SAINTE
TELEVISION
GROUP

KCVU ♦ KRVU
KUCO ♦ KXVU
KFBI ♦ KMCW
KKTF

September 30, 2008

Ms. DeeDee Brady
General Manager
Comcast Cable
311 B Street
Yuba City, CA 95991

RE: KCVU - Paradise, CA / Chico-Redding DMA. / Carriage on Comcast Cable /
Certified letter / Return receipt required

Dear Ms. Brady;

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

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

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT is made as of the 10th day of August, 2005 ("Effective Date"), by and between Comcast of Southern California, Inc., on behalf of one or more of its affiliated entities ("Operator"), and Sainte Partners, II, L.P. ("Licensee"), on behalf of the broadcast television stations listed on Attachment A (each a "Station", and collectively, the "Stations").

WHEREAS, each analog Station ("Analog Station") transmits an analog broadcast television signal (each, an "Analog Signal");

WHEREAS, each digital Station ("Digital Station") transmits, or intends to transmit, a digital broadcast television signal (each, a "DTV Signal") (each of the Analog Signals and DTV Signals shall be referred to herein as a "Signal");

WHEREAS, Operator, or an entity controlling, controlled by or under common control with Operator, owns or manages cable television or multi-channel video programming distribution system(s) in and around the Chico-Redding Designated Market Area (the "DMA") (collectively, the "System(s)"); and

WHEREAS, Licensee and Operator desire to have the Signals retransmitted over the Systems as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the parties agree as follows:

- Term. The term of this Agreement shall commence on the date hereof and continue through December 31, 2010, unless earlier terminated in accordance with the provisions of this Agreement. This Agreement will automatically renew for successive three (3) year periods unless either party provides written notification that it desires to terminate this Agreement at least one-hundred-eighty (180) days prior to the end of the then current term of this Agreement.
- Operator Right to Terminate. In addition to Operator's other rights pursuant to this Agreement, Operator may, upon thirty (30) days notice to Licensee, terminate this Agreement and/or drop a Signal (or any portions thereof) with respect to any or all Systems if (a) such Station changes or loses its network affiliation and as a result, such Station is not the exclusive primary affiliate of either the ABC, CBS, NBC, FOX, UPN, WB, Univision or Telemundo national broadcast television networks in the DMA; (b) with respect to Station KXVU, if Telemundo national broadcast television network materially changes the nature, or quality of its programming; or (c) such Station fails, for any reason other than the reasons provided in Section 9 under the General Terms and Conditions, to broadcast a good quality signal (as defined in Section 76.55 of the FCC's rules) for more than seven (7) consecutive days, or for more than thirty (30) days in the

aggregate during the term of this Agreement; provided that Section 2(a) shall not apply to the Analog Signal of Station KCVU. In the event this Agreement is terminated with respect to any System(s) in the DMA pursuant to this Section 2, Licensee may thereafter assert any such mandatory carriage rights that may be afforded to the Signal of such Station, pursuant to FCC Rule Section 76.56 or any other statutes, rules, or regulations in which Licensee or a Station may seek carriage of such Station's Signal. In addition, a System may cease carrying a Station's Signal if such System (y) has another station in the Chico-Redding DMA that is affiliated with the same network as such Station, or (z) is outside of such Station's DMA. In the event that Operator no longer owns or manages a System Operator may terminate this Agreement with respect to such System.

3. Additional Systems. Operator shall have the right to include as a System under this Agreement any cable television or other multi-channel video programming distribution system that Operator, or any entity controlling, controlled by or under common control with Operator, holds an ownership interest in, manages, operates, programs, or is affiliated with, that desires to carry the Signal (each an "Additional System"). Any other agreement with respect to an Additional System shall be deemed terminated upon such Additional System being added to this Agreement by Operator as a System, notwithstanding anything contained in any such other agreement.

4. Analog Station and Analog Signal.

(a) Grant of Rights. Pursuant to Section 325(b)(1) of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee hereby grants to Operator and Operator hereby accepts the non-exclusive right and license during the term of this Agreement to retransmit each of the Analog Signals over the Systems, including with respect to Stations KXVU and KUCO, for all periods of distribution of each such Station by Operator, the right and license to exhibit and distribute on the Systems(s) all programming broadcast on each such Station. This direct license authorizes Operator to retransmit the KXVU and/or KUCO Signals to its customers without incurring any copyright royalty fee, compulsory license fee under 17 U.S.C. § 111, or any other liability.

(b) Carriage. Operator shall be under no obligation to carry any portion of an Analog Signal other than the primary video and accompanying audio, closed captioning data contained in line 21 of the vertical blanking interval and, to the extent technically feasible, program-related material carried in the vertical blanking interval or on subcarriers. Carriage of each Analog Signal shall be on a single channel on the basic level of service provided by a System containing all "Must Carry" signals as defined by the FCC. Notwithstanding anything to the contrary herein, during any time that a System (or portion of a System) is obligated to distribute a Signal hereunder, such System (or portion of such System) may distribute a digital version of such Signal so long as such digital version of such Signal and/or an analog version of such Signal is received by each subscriber in such System. With respect to Stations KZVU and KRVU, Licensee acknowledges that both stations transmit identical Signals. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Operator be required to distribute both the KZVU and KRVU Signal on any System.

(c) Description of Analog Signal. Each Analog Signal shall be broadcast by the respective Analog Station twenty-four (24) hours a day, seven (7) days a week and shall consist of high quality, professionally produced programming, including but not limited to programs of the network with which such Analog Station is affiliated. In the event that an Analog Station does not broadcast its Analog Signal on a full-time basis, Operator reserves the right to use the channel on which such Analog Signal is carried for whatever purpose it determines, in its sole discretion, during such time as such Analog Signal is off the air. Each Analog Station shall deliver a good quality signal to each of the System(s), as defined in Section 76.55 of the FCC's rules.

(d) Technical Provision. Throughout the term, Licensee may continue to utilize the existing fiber optic link currently in place between Licensee's studio facilities, located at 300 Main Street, Chico, California 95928 (the "Studio") and Operator's Chico, California headend, located at 46 Sandhill Court, Chico, California 95928 (the "Chico Headend") ("Existing Fiber Link") in order to transport the Analog Signals of KCVU, KZVU (or KRVU, if applicable), and KCUO to Operator. Additionally, in order for Licensee to deliver good quality signals to the System(s), Operator will allow Licensee to utilize the Existing Fiber Link to transport the Analog Signals of KXVU, and upon the consent of Operator, any or all of the DTV Signals of the Stations ("Additional Signals") from the Studio to the Chico Headend. Licensee shall be solely responsible for all of the costs of transporting the Additional Signals from the Studio to the Headend, including but not limited to providing any capital equipment required to transmit, receive, and process the Additional Signals, any applicable engineering and personnel costs, and any required maintenance thereof. Operator shall be responsible for installing any such capital equipment, including applicable engineering and personnel costs, which may be required at the Chico Headend. Operator will provide Licensee with use of a fiber line located between the Studio and the Chico Headend, at no cost to Licensee, to transport the Additional Signals from the Studio to the Chico Headend. Operator may transport all of the Signals as delivered by Licensee pursuant to this Section 4(d) from the Chico Headend to other Systems interconnected to the Chico Headend. All material, including, but not limited to, programming, advertising, or other promotional material, received at the Chico Headend from Licensee via the Existing Fiber Link must be viewable simultaneously by all receivers of the Signals, whether received off-air or via cable or other video distribution system. Licensee may not sell, insert or transmit to the Systems any programming, advertising or other promotional material that is designated to be received only in particular zone(s) or area(s).

(e) Channel Position.

(i) Except as otherwise provided herein and subject to the must-carry rights of other parties, Operator shall carry on each such System carrying the Analog Signal of KCVU, KZVU (or KRVU, if applicable), and KCUO as of the date of this Agreement, such Analog Signal(s) on the channel on which such Analog Signals were carried on the date of this Agreement as identified under Attachment B (or on the date a system is added to this Agreement as a System, in the case of Additional Systems).

(ii) Operator shall carry the KXVU Signal on a cable channel 20, on the basic level of service containing all "Must Carry" signals as defined by the FCC, on each such System offering the KXVU Signal. Notwithstanding the foregoing, Operator reserves the right at any time to reposition the KXVU Signal to any channel position on any System, provided that the KXVU Signal is carried (y) on a channel position on or below cable channel 28 and (z) on the basic level of service containing all "Must Carry" signals as defined by the FCC

5. Digital Station and DTV Signal. Licensee hereby grants Operator and Operator hereby accepts the non-exclusive right and license during the term of this Agreement to retransmit each of the DTV Signals over the Systems. In the event Operator elects to carry a DTV Signal on a System, Operator may carry the entire DTV Signal or any portion(s) of such DTV Signal, including but not limited to the portion of such DTV Signal that is the simulcast of, or resembles the programming most recently transmitted on, the Analog Signal. If during the term of this Agreement, Licensee transmits a DTV Signal in lieu of an Analog Signal, then the carriage rights and obligations hereunder associated with such Analog Signal shall apply to such DTV Signal. With respect to each low-power Station, for purposes of this Agreement, a DTV Signal shall include (i) the DTV Signal as transmitted by such low-power Station, or (ii) a digital broadcast television signal as transmitted by any Affiliated Station (as defined below) that contains the programming contained in the Analog Signal of a low-power Station. For purposes hereof, "Affiliated Station" shall mean another television broadcast station in the low-power Station's DMA that is managed, operated, programmed, or affiliated with, or an equity interest in which is held by, Licensee or any entity controlling, controlled by, or under common control with Licensee. Notwithstanding the foregoing, it is understood that customer premises equipment, including but not limited to set-top boxes and television sets, may not be compatible with a DTV Signal and that Operator shall have no responsibility for the ability or performance of such equipment, whether provided by Operator or the subscriber, to process or display such DTV Signal as delivered by Operator.

6. Must-Carry Rights. For the term of this Agreement, Licensee hereby elects the right to grant retransmission consent to the Systems and waives its rights to mandatory signal carriage, where applicable. If mandatory statutory or regulatory carriage obligations are imposed upon Operator or any System with respect to any DTV Signal (or any portion thereof), Licensee hereby waives the rights to such mandatory carriage of such DTV Signals (or such portion thereof) during the term of this Agreement and agrees to be bound solely by the terms hereof. In addition, at such time during the term of this Agreement, if at all, that either (a) the percentage of television subscribers with digital receivers (such as a set top box or any other device capable of receiving digital television signals) receiving digital television broadcast signals from a System retransmitting an Analog Signal is equal to one-hundred percent (100%) of the total number of subscribers receiving television services from such System and such System is retransmitting the portion of the DTV Signal that is the digital simulcast of such Analog Signal, or (b) a Station returns its analog broadcast spectrum to the FCC (or other designated governmental agency), then the carriage obligations hereunder associated with such Analog Signal and the pertinent System(s) shall terminate and be of no further force and effect during the term of this Agreement.

7. HDTV Programming. In the event Licensee is not transmitting a DTV Signal containing programming produced in, and transmitted over-the-air, in a high-definition format ("HDTV"), upon Operator's request, Licensee will deliver to Operator via the Existing Fiber Link any such network programming, or syndicated or other programming, made available to Licensee in HDTV format. Operator shall have the right, but not the obligation, to retransmit such HDTV programming either in combination with a digitized version of Licensee's non-HDTV programming on a channel separate from which such Analog Signal is currently retransmitted by Operator on any such System, or on a per-program basis, as determined by Operator in its sole discretion, on a shared cable channel distributing other non-Licensee programming.

8. Other Considerations.

(a) Advertising Time. Licensee will provide Operator with fifteen thousand dollars (\$15,000) in advertising time on KXVU during each January-December period ("Calendar Year") during the term of this Agreement. (The value of any annual advertising expenditure provided for in this section shall be prorated with respect to any partial Calendar Year period). Spot values will be determined by KXVU's then current rate card. Operator shall utilize such advertising spots to promote Operator and/or Operator's services. Operator and KXVU shall mutually agree on the placement of such advertising spots, it being understood that, unless mutually agreed otherwise by the parties, the advertising spots shall be spread over the various dayparts and evenly distributed throughout each Calendar Year.

(b) Advertising Spots. Upon request by Operator, Licensee shall produce up to two (2) thirty-second (:30) advertising spots per month for Operator for air on KXVU. Operator will provide Licensee with pre-produced video, accompanied by text or audio copy. Licensee, at its sole expense, and to the full satisfaction of Operator, will utilize Operator supplied text or copy to produce the audio portion of each promotional spot in Spanish. Licensee will integrate the Spanish audio portion with Operator supplied video to create the final advertising spot(s), subject to Operator's approval.

(c) Marketing Events Licensee will promote Operator's carriage of KXVU at two (2) marketing events per twelve (12) month period following the launch of the KXVU Signal on Operator's System(s). Licensee will present Operator with a list of KXVU's planned marketing events from which Operator may choose two (2) such events in which Licensee will promote Operator. Such promotions shall include on-air promotional tags and on-air mentions of Operator on KXVU and, where feasible, signage featuring the Operator's name and products at such events. Operator's sponsorship opportunity shall have a minimum value of seven thousand five-hundred dollars (\$7,500) based on generally accepted and mutually agreed upon rate levels.

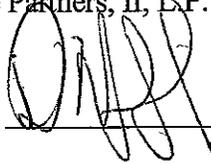
9. General Terms and Conditions. This Agreement shall be subject to the General Terms and Conditions attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

Comcast of Southern California, Inc.

Sainte Partners, II, L.P.

By: 

By: 

Title: General Manager

Title: G.M.

GENERAL TERMS AND CONDITIONS

1. Representation and Warranties.

(a) Operator represents and warrants that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder.

(b) Licensee represents and warrants that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) each of the Stations are primary affiliates of the national broadcast television networks as identified on Attachment A; (iii) it is authorized to act as agent for its Stations with respect to this Agreement; (iv) each of the Signals comply with and will continue to comply with all applicable laws, rules and regulations; and (v) with respect to Stations KXVU and KUCO, Licensee either owns the copyright or has obtained all the necessary licenses authorizing the System(s) to retransmit the programming broadcast by the Stations, free and clear of any and all claim, rights and obligations whatsoever.

2. Indemnification. Licensee and Stations shall each jointly and severally indemnify and forever hold harmless Operator and Operator's parents, subsidiaries and related companies and each of the officers, directors, employees, agents, licensees and related companies thereof from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of the content of the Signals (including but not limited to allegations of libel, slander or defamation, violations of trademark, copyright, right of privacy or publicity, or literary or dramatic right of any person) or out of any breach of any covenant, representation or warranty made hereunder by Licensee or Stations. With respect to any low-power Station, Licensee shall indemnify Operator for any copyright royalty fees, including any compulsory license fees under 17 U.S.C. § 111, resulting from carriage of such Signal(s) on any of the System(s) for all periods of retransmission by Operator. This paragraph 2 shall survive the termination or expiration of this Agreement.

3. No Joint Venture. Nothing contained herein shall be deemed to create, and the parties do not intend to create, any relationship of partners or joint ventures as between Operator and Licensee with respect to this Agreement.

4. Subscriber Relations. Neither Licensee nor Stations shall adversely interfere in any way with Operator's or any System's subscriber or community relations, including, without limitation, initiating contact or engaging in communication with respect to this Agreement or the carriage of the Signals, with any subscriber, any government franchising authority or any other community official of a nature disparaging to Operator or the System(s). This paragraph 4 shall survive for one (1) year following the termination or expiration of this Agreement.

5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

6. Applicable Law. This Agreement, and all collateral matters relating thereto, shall be governed by and construed under the laws of the Commonwealth of Pennsylvania applicable to agreements fully made and performed therein and is subject to the Communications Act of 1934, as amended, and all applicable FCC rules and regulations.

7. Assignment. Neither party shall transfer or assign its rights or obligations hereunder to any other entity without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that Operator may, without consent, assign this Agreement to any entity controlling, controlled by, or under common control with Operator, or to any person or entity that acquires the System(s) or substantially all of the assets of Operator.

8. Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed.

9. Force Majeure. Any delay, preemption or other failure to perform caused by factors beyond the parties' control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation, shall not result in a default of this Agreement. Each party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

10. Limitation on Remedy. Subject to the terms of Paragraph 2 herein, neither Licensee, Stations, Operator nor the Systems shall be liable for incidental, consequential or special damages (including without limitation loss of profits or revenues) in connection with any suit or cause of action arising out of or related to a breach of this Agreement.

11. Notices. Any notices required by this Agreement shall be in writing and shall be deemed given when personally delivered, or if mailed by certified or registered mail, return receipt requested, three (3) days after deposited in the United States Mail, postage prepaid, to the address listed below. If telecopied, notice shall be deemed given when telecopied and confirmed via telephone, or if sent by nationally recognized overnight courier, the next business day following when deposited with such overnight courier.

To Operator: Comcast Cable
311 B Street
Yuba City, California 95991
Attention: General Manager

With Copy To: Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, Pennsylvania 19102
Attention: Senior Vice President, Programming
Attention: General Counsel

To Licensee: Sainte Partners II L.P.
P.O. Box 4159
Modesto, California 95352
Attention: Mr. Chester Smith

12. Confidentiality. Neither Operator, the Systems, Licensee nor the Stations shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any information with respect to the terms and provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (a) to the respective officers, directors, employees, auditors, attorneys of each party, merger partners, or potential buyers of such entity or its assets, and to the extent that any System hereunder is owned by a joint venture between Operator and another entity, such other entity, and then only on a need-to-know basis, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction (redacted to the greatest extent permissible); (c) as part of the parties' normal reporting or review procedures; or (d) to enforce the parties' obligations hereunder. This Paragraph 12 shall survive the termination or expiration of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. This Agreement shall not be amended, modified or altered except in writing as signed by the duly authorized representatives of the parties.

Attachment A

<u>Station</u>	<u>Off-Air Ch.</u>	<u>Network Affiliation</u>
KCVU (TV)	30	FOX
KCVU-DT	20	FOX
KZVU-LP	22	UPN
KRVU-LP	21	UPN
KUCO-LP	27	Univision
KXVU (LP)	17	Telemundo

Attachment B

<u>System</u>	KCVU	KZVU	<u>Cable Ch. #</u>		KXVU
				KUCO	
Oroville, CA	2	13		5	To be launched on 20
Chico, CA	2	13		5	To be launched on 20