



SAINTE PARTNERS II, L.P.

SAINTE  
TELEVISION  
GROUP

KCVU ♦ KRVU  
KUCO ♦ KXVU  
KFBI ♦ KMCW  
KKTF

September 30, 2008

DIRECTV, Inc.  
Local-into-Local  
2230 E. Imperial Hwy  
M/S N344  
El Segundo, CA 90245

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

To Whom It May Concern:

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 (this "Agreement") is entered into as of December 1, 2003, by and between Sainte Partners II, L.P. ("Station Group"), the Federal Communications Commission licensee of the broadcast television stations listed in Exhibit A attached hereto ("Stations"), and DIRECTV, Inc., a California corporation ("DIRECTV"). The respective Local Territories of the Stations and their network affiliations are also set forth in Exhibit A.

WHEREAS, Station Group transmits the broadcast television Signal of the Stations, and is licensed by the Federal Communications Commission ("FCC") to operate in the respective Local Territories (as defined below) of the Stations;

WHEREAS, DIRECTV established a direct broadcast satellite ("DBS") television system in North America (the "DIRECTV System"), and pursuant to an agreement with the National Rural Telecommunications Cooperative ("NRTC"), has granted NRTC distribution rights for DIRECTV programming in certain territories in the United States;

WHEREAS, Station Group has elected to give its consent to permit DIRECTV to transmit the Signal (as defined below) via the DIRECTV System pursuant to the terms and conditions of this Agreement.

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

1. DEFINITIONS.

(a) "Local Territory" shall mean, with respect to each Station, the "designated market area" (DMA) as defined in 17 U.S.C. §122(j)(2)(C) for which Station Group is legally entitled to elect mandatory retransmission consent under 47 U.S.C. § 338 and corresponding FCC implementing regulations.

(b) "Signal" shall mean, with respect to each Station, the digitized version of the analog broadcast television Signal of the Station in baseband NTSC format originating at the Station's primary transmission point and comprised of primary video and accompanying audio (stereo), information contained in line 21 (fields one and two) of the vertical blanking interval ("VBI"), including all scheduled programming, interstitials and commercial advertisements as broadcast in the Local Territory over-the-air by Station Group and distributed via terrestrial cable by cable distributors.

(c) "Subscribers" shall mean those customers (both residential and commercial) authorized by DIRECTV to receive services via the DIRECTV System.

## 2. RETRANSMISSION CONSENT.

(a) For the Term (as defined below) of this Agreement and pursuant to Section 325(b) of the Communications Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder (the "Act"), Station Group hereby grants its consent to DIRECTV (and its authorized distributor, NRTC) with respect to the Stations, to (a) retransmit the Signal via the DIRECTV System to each and every Subscriber in the respective Local Territory (or such portion thereof covered by DIRECTV's satellite spot-beam) of each Station, according to the terms and conditions of this Agreement; (b) advertise, market and promote the availability of each Signal through the DIRECTV System via television, radio, print, internet or other media advertising, including using the channel number, call letters and/or logo of the Stations, names and logos of programming carried by the Signal, and any other promotional materials or uses authorized and approved in writing by Station Group from time to time; and (c) enhance and modify the Signal in any manner that does not degrade or interfere with a viewer's perception of the Signal, including, without limitation, compressing and encrypting the Signal and uplinking the Signal to a DBS satellite for downlink and exhibition by Subscribers. During the Term, Station Group shall make the Signals (in the analog format) of the Stations available to DIRECTV so that DIRECTV may utilize all of its rights hereunder in connection with the Signals.

(b) Station Group further agrees that during the Term DIRECTV may, in its sole discretion, retransmit the Signal of any Station into another DMA covered by the same spot beam on which the Station is carried (collectively, "Out-Of-Market DMAs") provided (i) Station Group has the rights to broadcast the Signal into the Out-Of-Market DMA, and (ii) no License Fees shall be payable by DIRECTV with respect to the retransmission of the Signal into any Out-Of-Market DMA. The parties agree that except as otherwise provided herein, the terms and conditions that apply to the Stations under the Agreement shall also apply with respect to the retransmission of a Station into an Out-Of-Market DMA, and Exhibit A to the Agreement will be amended to reflect such Out-Of-Market DMA. Station Group hereby waives any must-carry rights it has with respect to the Out-Of-Market DMAs into which DIRECTV retransmits the Signals hereunder. In connection with DIRECTV's distribution of Signals into Out-Of-Market DMAs, Station Group and DIRECTV each agree that this Agreement constitutes a private, negotiated license covering retransmission rights for copyrighted works carried on such Stations for the entire broadcast for each day of the Term, and that DIRECTV may not be able to utilize any statutory compulsory copyright licensing mechanism. Accordingly, Station Group provides to DIRECTV the representations and warranties and indemnification obligations set forth in Sections 7(b) and 8(b) with respect to the retransmission into the Out-Of-Market DMAs. In the event that (a) another affiliate asserts must carry rights in the Out-Of-Market DMA, or (b) a third party asserts, or threatens in writing to assert, claims with respect to 17 U.S.C. § 119 (including any amendments thereto, and any successor or replacement law or statute, "Section 119") or any similar claims, in any forum against Station Group or DIRECTV based upon DIRECTV's retransmission into the Out-Of-Market DMAs, DIRECTV or Station Group shall provide prompt notice to the other party, as applicable, of such pending or

threatened claims or assertions, and DIRECTV, upon reasonable prior notice to Station Group, may suspend or terminate such retransmission.

3. TERM. The term of this Agreement shall commence as of the date hereof and shall expire December 31, 2013 (the "Term"). The Term shall be automatically extended for successive one-year terms unless and until either party shall provide written notice to the other party of its intention not to extend the Term, which notice shall be delivered at least ninety (90) days prior to the end of the Term (as extended).

4. DISTRIBUTION.

(a) DIRECTV's Carriage. DIRECTV shall have the right, but not the obligation to distribute the Signals covered by this Retransmission Consent Agreement via the DIRECTV System. Notwithstanding the foregoing, DIRECTV agrees that in the event DIRECTV commences distribution of a Network (as defined below) broadcast station in a Station's Local Territory, then DIRECTV shall distribute said Station in the Station's Local Territory (or such portion thereof covered by DIRECTV's satellite spot-beam) provided that Station Group has delivered a "good quality signal" (as defined in the FCC rules) for the Signal. DIRECTV shall continue to so distribute such Signal via the DIRECTV System during the Term for so long as DIRECTV continues to provide local-into-local service in the Local Territory. Notwithstanding anything to the contrary herein, and except as set forth in Section 4(i) below, DIRECTV shall have the right, but not the obligation, to carry a Station if (i) a Station is a cable-only station; (ii) a Station is not a full-power, analog, commercial "television broadcast station" (as defined in 47 U.S.C. § 325(b)(7)(B)) ("Full-Power Station"); (iii) a Station is not Affiliated (as defined below) with the ABC, CBS, NBC or FOX over-the-air broadcast television networks ("Networks"); (iv) a Station is not a "network station" (as defined in 17 U.S.C. § 119(d)(2)(A)); (v) a Station is not primarily an English language station; or (vi) the programming carried by such Station duplicates at least 50% of the programming of another station/service distributed in the same DMA as said Station. If DIRECTV retransmits a Signal, DIRECTV shall transmit the Signal on a designated channel within a range of channels of other broadcast signals transmitted in the Local Territory. For DIRECTV set-top boxes capable of receiving feeds from multiple orbital locations, the Signal will be made available by DIRECTV at the Station's off-air channel position so long as such position is not used by any other broadcaster in the market. For set-top boxes capable of receiving a satellite signal from only one orbital location (i.e., existing DIRECTV set-top boxes), the Station's channel position shall be as designated by DIRECTV in the same neighborhood as other network stations in the Local Territory.

(b) Signal Delivery; Content; Quality. If DIRECTV retransmits a Station's Signal, Station Group, at its sole cost, shall deliver a "good quality signal" (as defined in the FCC rules) of said Station to DIRECTV's designated local receive facility. If DIRECTV retransmits a Station's Signal, Station Group and DIRECTV shall each endeavor to maintain the highest quality transmission of the Signal to Subscribers and Station Group shall cooperate with DIRECTV in whatever ways are necessary to ensure such quality.

(c) Sign-Off. Station Group shall promptly inform DIRECTV of the time of day, if any, at which a Station "signs off" and ceases broadcasting regularly scheduled programming and the time of day at which Station resumes regularly scheduled programming ("non-broadcast period"). During any such non-broadcast period, DIRECTV shall be entitled to reclaim the capacity associated with the channel assigned to a Station and may display a static message informing Subscribers of the time at which Station programming will resume, or may use the channel capacity during any such non-broadcast period for DIRECTV's own purposes.

(d) Closed-Captioning. Station Group agrees that each Signal shall include closed-captioning of the audio portion of the Signal (contained in line 21 of field one of the VBI as established by FCC rules or in such location as the FCC rules may permit from time to time) as delivered to DIRECTV in a manner sufficient to allow DIRECTV to comply with any closed-captioning obligations as may be imposed upon DIRECTV or the Stations by FCC (or other governmental) rules and regulations during the Term, as modified from time to time.

(e) Signal Distribution Capacity. Station Group acknowledges that digitizing and compressing of the analog signal of the Stations will result in changes to the Signal. As a consequence, the DIRECTV System does not currently retransmit any data or information contained in the VBI of the analog signal except line 21, fields 1 and 2 and a single mono secondary audio program (SAP) provided that such SAP is programmed 24 hours per day/7 days per week. Accordingly, in no event shall DIRECTV be obligated to transmit more than the primary video and a single stereo pair of primary audio programs to be associated with the analog signal, a single mono SAP associated with the analog signal, and closed-captioning information. DIRECTV retains and reserves any and all rights in and to, and may use in its sole discretion, all signal distribution capacity contained within the bandwidth of the Signal, including, without limitation, the VBI and audio subcarriers, from the point of reception by DIRECTV to the Subscribers in the Local Territory. Nothing shall preclude DIRECTV from exercising and exploiting such rights by any means and in any locations freely and without restriction; provided, however, that any such use by DIRECTV shall not materially degrade the viewer's perception of the picture quality of the Signal or the principal audio portion of the Signal.

(f) Program Listings. Station Group acknowledges that DIRECTV obtains the daily program listings of the Signal from Tribune Media Services. Station Group agrees to provide such program listings to Tribune Media for the Term of this Agreement at Station Group's sole cost.

(g) Digital Signal. Station Group expressly grants its consent to DIRECTV's receipt and carriage of any digital signal of a Station. If DIRECTV retransmits the digital signal (or the converted signal referenced below): (i) it will do so on the same terms and conditions as required hereunder for the Station's analog signal; and (ii) DIRECTV may, in its sole discretion: (A) require Station Group to convert the Station's

digital signal to an analog format and deliver the same to DIRECTV (at Station Group's sole cost); and/or (B) carry such signal in lieu of the Station's analog signal. Notwithstanding anything to the contrary herein, DIRECTV shall have no obligation to receive and/or carry a digital signal of a Station.

(h) Marketing. Station Group agrees to promote and advertise, or cause each Station to promote and advertise, the availability of the Stations' Signals on the DIRECTV platform, via thirty-second (:30) on-air commercial spots ("Spots") provided by DIRECTV, in an amount no less than (i) one hundred (100) Spots per each Station within sixty (60) days after DIRECTV launches said Station, plus (ii) for each year during the Term, an additional three hundred (300) Spots. All Spots shall be broadcast by the Stations between the hours of 6:00 a.m. and 12:00 midnight local time, with the scheduling of such Spots to be on a run of schedule, preemptible basis. Any Spots preempted by the Stations shall be rescheduled on the same basis as originally scheduled.

(i) Carriage of KRVU-LP. Upon the launch of station KCVU in the Chico-Redding, California DMA, DIRECTV shall also distribute station KRVU-LP, Station Group's UPN affiliate (the "UPN Feed"), in the Chico-Redding, California DMA (or such portion thereof covered by DIRECTV's satellite spot-beam). DIRECTV shall continue to distribute the UPN Feed during the Term provided the following conditions are met: (1) DIRECTV continues to provide local-into-local service and carry KCVU in the Local Territory, and (2) Station Group maintains the rights to broadcast the Sacramento Kings, the Oakland A's and the San Francisco Giants on the UPN Feed; and (3) the UPN Feed broadcasts the minimum number of regular season games with respect to each team as is set forth on Exhibit B hereto. In the event any of the foregoing conditions is not met, DIRECTV shall have the right to cease broadcasting the UPN Feed upon written notice to Station Group. Delivery of the UPN Feed in analog format and maintenance of such feed from the point of origin to the handoff at the local collection facility shall be the sole responsibility of Station Group.

(j) UPN Feed Private Carriage License. In the event DIRECTV distributes the UPN Feed as provided above, Station Group and DIRECTV each agree that this Agreement constitutes a private, negotiated license covering distribution rights for copyrighted works included within the UPN Feed. Accordingly, Station Group provides to DIRECTV the representations and warranties and indemnification obligations set forth in Section 7(b) and 8(b) respectively with respect to the UPN Feed. In the event that a third party asserts, or threatens in writing to assert, claims with respect to copyright infringement or any similar claims, in any forum against Station Group or DIRECTV based upon DIRECTV's distribution of the UPN Feed, DIRECTV or Station Group shall provide prompt notice to the other party, as applicable, of such pending or threatened claims, and DIRECTV, following reasonable prior notice to Station Group, may cease distribution of the UPN Feed. Notwithstanding anything to the contrary herein, if DIRECTV's carriage of the UPN Feed in its Local Territory causes any additional carriage obligations on DIRECTV under the Must-Carry Rules or subjects DIRECTV to any material obligations, forfeitures or penalties under the Act or U.S. Copyright laws (which carriage, obligation, forfeiture or penalty would not

otherwise be required of or imposed on DIRECTV), then DIRECTV may, in its sole discretion, cease carriage of the UPN Feed upon reasonable prior notice to Station Group.

5. NETWORK AFFILIATION AND PROGRAMMING RIGHTS. The parties acknowledge that the Stations' affiliations as identified on Exhibit A is the essence of this Agreement. Accordingly, DIRECTV may, in its sole discretion, cease distribution of a Station and/or terminate this Agreement at any time during the Term if the Station is no longer a "primary affiliate" (as defined by the Act) ("Affiliated") of the said network or if another station affiliated with the same network is located in the same Local Territory. If at any point during the Term, the retransmission rights set forth in Section 2 hereof are for any reason lost, rescinded, invalidated or impaired, then DIRECTV shall have the option, exercisable in its sole discretion, to immediately cease distributing such Station.

6. NO LICENSE FEES. DIRECTV shall not pay or owe any license fees or other form of compensation to Station Group for the retransmission rights granted hereunder.

7. REPRESENTATIONS AND WARRANTIES.

(a) DIRECTV. DIRECTV represents and warrants to Station Group that (i) DIRECTV is a corporation duly organized and validly existing under the laws of the State of California; (ii) DIRECTV has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) DIRECTV is under no contractual or other legal obligations which may materially interfere with its full, prompt and complete performance hereunder; and (iv) the individual executing this Agreement on behalf of DIRECTV has the authority to do so.

(b) Station Group. Station Group represents and warrants to DIRECTV that (i) Station Group is a limited partnership duly organized and validly existing and in good standing under the laws of the State of California; (ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) it has full right and authority to grant retransmission consent rights with respect to each Station; that no order, agreement, or understanding prevents or restricts the grant of such rights; (iv) it is under no contractual or other legal obligations which shall materially interfere with its full, prompt and complete performance hereunder; (v) the individual executing this Agreement on behalf of Station Group has the authority to do so; (vi) Station Group and the Stations are in compliance with all laws to which they are subject including, without limitation, all applicable rules and regulations of the FCC; (vii) Station Group has, or will have acquired at the pertinent time, good title to, and/or each and every property right (whether relative to tangible or intangible property), or license, usage or other right necessary or appropriate for the acts or performances contemplated by, or to satisfy the obligations imposed on it pursuant to, this Agreement, including all permits, rights, and approvals necessary, required or appropriate for the distribution, promotion and exhibition by DIRECTV of the programming contained within the Signal in the Local Territories and performances thereof through to the premises and to the viewers frequenting the premises of Subscribers; (viii) no programming or other material broadcast or otherwise provided to DIRECTV as part of the Signal

including, without limitation, any advertising or promotional materials, will contain any material that will libel, slander or defame any person, and the Signal and such additional materials provided to DIRECTV will not, when exhibited, transmitted or otherwise exploited in accordance herewith, violate, infringe upon or give rise to any adverse claim with respect to any contract right, common law right or any other right of any person or entity (including, without limitation, any copyright, trademark, literary or dramatic right, music synchronization or performance right, right of privacy or publicity) or violate any law, or when transmitted and exhibited by DIRECTV as contemplated hereby, cause DIRECTV to violate any law; and (ix) the Stations set forth in Exhibit A are all of the local broadcast stations that Station Group owns and operates or controls (including, without limitation, through any subsidiaries or Affiliated Company) and any local broadcast television stations owned and operated or controlled by Station Group or any Affiliated Company (as defined below) of Station Group shall be Stations under the Agreement and shall be governed by the terms of said Agreement.

## 8. INDEMNIFICATION.

(a) DIRECTV. DIRECTV shall indemnify, defend and forever hold harmless Station Group, its Affiliated Companies and their respective officers, directors, shareholders, agents, employees and partners, from and against all losses, liabilities, claims, costs, damages and expenses (including, without limitation, reasonable counsel and expert fees, disbursements and court or administrative costs) arising out of any breach by DIRECTV of any representation, warranty or covenant made hereunder. As used in this Agreement, "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

(b) Station Group. Station Group will indemnify, defend and forever hold harmless DIRECTV, its Affiliated Companies and their respective officers, directors, shareholders, agents, employees and partners ("DIRECTV Indemnitees") from and against any and all losses, liabilities, claims, costs, damages and expenses (including, without limitation, reasonable counsel and expert fees, disbursements and administrative or court costs) arising out of (i) any breach by Station Group or the Stations of any representation, warranty, covenant made hereunder; (ii) Station Group's grant of the retransmission consent provided herein including any challenge to the legitimacy of such retransmission consent; (iii) the content of the Signal (including, but not limited to, network programming, sponsorship, promotional and advertising spots, any background music and any other material inserted by the Stations); and (iv) any other programming or materials provided by Station Group or the Stations to DIRECTV, including, without limitation, any losses, liabilities, claims, costs, damages and expenses based upon alleged or proven libel, slander, defamation, invasion of the right of privacy or publicity, or violation or infringement of copyright (including music synchronization or performance rights for any and all performances through to Subscribers), literary rights, obscenity or any other form of speech (whether or not protected by the Constitution of the United States or any State) or otherwise arising out of the content of any Signal.

(c) Survival. The indemnification obligations contained in this Section 8 shall survive the expiration or termination of this Agreement.

9. AFTER-ACQUIRED STATION; CHANGE IN CONTROL.

(a) In the event that Station Group or any Affiliated Company of Station Group becomes the owner, operator, manager, or agent (i.e., obtains the authority, however derived, to grant retransmission consent) or licensee of any additional broadcast television station after the date of this Agreement (an "Additional Station"), such Additional Station shall, at DIRECTV's option, in its sole discretion, be added to Exhibit A and covered by the terms of the retransmission consent provided under this Agreement within the Local Territory of such Additional Station effective upon the consummation of the transaction by Station Group and continuing for the remainder of the Term of this Agreement. If, however, DIRECTV has a retransmission consent agreement with respect to the Additional Station with Station Group's predecessor at the time of the transaction (the "Prior Retransmission Consent"), DIRECTV may, at its option, in its sole discretion, and if such Prior Retransmission Consent permits, elect to continue to operate under the terms of such Prior Retransmission Consent.

(b) In the event of a "change in control" of Station Group or the Stations during the Term of this Agreement, Station Group shall provide DIRECTV written notice thereof within ten (10) days. If Station Group fails to timely provide such notice, then DIRECTV shall not owe any License Fees for the Stations that are included in said change of control. As used herein, "change in control" shall mean a change in the ownership, operation, or licensee status of Station Group, substantially all of its assets, or any individual Station during the Term whether pursuant to a single transaction or series of transactions, whether by operation of law or otherwise, the result of which is that a new person or Group of persons (i) has the ability (A) to elect or control the votes of the majority of the board of directors or other governing body of Stations, or (B) to control more than 50% of the voting interests of Station Group or any individual Stations, or (C) to direct or cause the direction of the general management and policies of Station Group or the Stations, or (ii) is the FCC-authorized transferee of the broadcast license held by Station Group or the Stations for the Local Territory.

10. TERMINATION. This Agreement may be terminated by either party at any time after:

(a) any breach of any representation, warranty, or covenant of the other party or any failure by the other party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the affected party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

(b) the filing of a petition in bankruptcy or for reorganization by or against the other party under any bankruptcy act; the assignment by the other party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the other party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by ~~The~~ Other Party of this Agreement contrary to the terms hereof;

(c) the occurrence of a Force Majeure which the non-performing party is unable to correct or resume performance within eighteen months from the event of Force Majeure; or

(d) the retransmission consent rights provided by the Act or the FCC's enabling rules are suspended, set aside, or ruled unlawful or any of DIRECTV's rights in connection with its carriage of local broadcast television stations under any law or regulation are suspended, set aside, or materially impaired.

11. FORCE MAJEURE. Neither Station Group nor DIRECTV shall have any liability to the other for any delay, preemption or failure to perform any act required to be performed herein, where such delay, preemption or failure is caused by factors beyond the reasonable control of the non-performing party, including, without limitation, acts of God; inevitable accident; fire; lockout; flood or other severe weather conditions; strike or other labor dispute; acts of government or governmental instrumentality (whether federal, state or local) other than as set forth in 10(d) above; failure of performance by a common carrier; failure in whole or in part of technical facilities, including without limitation, satellites (or transponders thereon) or uplink or back-haul facilities, or other cause (financial inability excepted) ("Force Majeure"). 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.

12. NOTICES. All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be mailed first class, postage prepaid, or transmitted by hand delivery or facsimile, to the following addresses:

If to DIRECTV:

If by mail  
or facsimile:

DIRECTV, Inc.  
P.O. Box 92424  
Los Angeles, California 90009  
Attention: Senior Vice President, Programming  
Fax: (310) 535-5426  
cc: General Counsel  
Fax: (310) 964-4991

If by overnight or

DIRECTV, Inc.

personal delivery: 2230 East Imperial Highway  
El Segundo, California 90245  
Attention: Senior Vice President, Programming

If to Station Group: Sainte Partners II, L.P. **T**  
Box 4159  
Modesto, CA 95352-4159  
Attention: Doug Holroyd, General Manager  
Fax: (530) 893-1266

13. ASSIGNMENT. This Agreement shall be binding on any successor or assigns, including by operation of law. This Agreement may not be assigned by either party without prior written consent of the other, which shall not be unreasonably withheld; provided, however, that either party may assign this Agreement without the consent of the other party (a) to any parent, subsidiary, or Affiliated Company, (b) to a third party as part of an acquisition by such third party of all or substantially all of the assets of the assigning party, or (c) to a third party as part of a "going public" transaction, provided in any case such assignee assumes all of the assignor's obligations hereunder whether arising before or after such assignment.

14. CONFIDENTIALITY.

(a) Neither DIRECTV nor Station Group shall disclose to any third party (including any Network, but other than each party's respective employees, in their capacity as such, its auditors and its attorneys provided that Station Group ensures that said persons comply with the confidentiality obligations of this Section), any information with respect to the terms and provisions of this Agreement or any information concerning DIRECTV's business or subscribers (including the number or identity thereof, whether obtained from DIRECTV or otherwise), except: (a) to the extent necessary to comply with the valid order of an administrative agency or a court of competent jurisdiction, in which event the party making such disclosure shall so notify the other as promptly as practicable (and, if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, potential investors, or NRTC; (c) in order to enforce its rights pursuant to this Agreement; and (d) if mutually agreed by DIRECTV and Station Group in advance and in writing. Neither party shall issue any press release concerning this business relationship or the existence of this Agreement without the consent and approval of the other party.

(b) Station Group agrees that it shall not exhibit or distribute any Public Material (as defined below) that is disparaging to DIRECTV or any Affiliated Company of DIRECTV in connection with, or relating to, negotiations with DIRECTV, including, without limitation, any campaign to pressure DIRECTV to carry any local television broadcast station. As used herein, "Public Material" shall mean on-air programming or promotional material, print advertising, press releases and mailings or other communications prepared by

or on behalf of Station Group, and exhibited or distributed to the public (or otherwise generally distributed to viewers or subscribers) by Station Group.

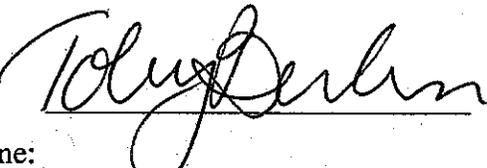
15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and fully performed therein, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. Any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the appropriate court located in Los Angeles, California, it being the clear intent of the parties hereto to consent to such jurisdiction and venue. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations or conditions between the parties with respect thereto.

16. COMPLIMENTARY PROGRAMMING. In order for the applicable Station to monitor its channel, DIRECTV shall provide: one (1) local into local programming package for the Term, if allowed by law, for the control room for each Station that DIRECTV is distributing.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each part of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by Federal Express or other appropriate overnight courier, a fully executed original counterpart of the Agreement to the other party.

DIRECTV, INC.

SAINTE PARTNERS II, L.P.

By:   
Name: \_\_\_\_\_  
Title: Toby Berlin  
Vice President  
Programming Acquisitions

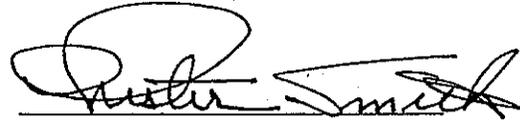
By:   
Name: CHESTER SMITH  
Title: President - Gen. Partner

EXHIBIT A

List of Stations

Call Letters	Channel Number	Network Affiliation	Full Power	Low Power	Cable Only	Local Territory/DMA
KCVU	30	FOX	X			Chico-Redding, CA
KRVU-LP	21	UPN		X		Chico-Redding, CA

EXHIBIT BUPN 21 SPORTS PROGRAMMING  
MINIMUM REQUIREMENTS

<b>Team:</b>	<b>Sacramento Kings Basketball</b>	<b>Oakland A's Baseball</b>	<b>San Francisco Giants Baseball</b>
<b># Games In 2003- Season:</b>	20	20	45
<b>Minimum # Games Each Year:</b>	20	13	37

In addition to the above per-team minimums, KRVU must broadcast an aggregate of at least 85 total games per year.