



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. Stacey Conway
General Manager
Programming Department
Echostar
9601 S. Meridian Blvd.
Englewood, CO 80112

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

Dear Ms. Conway;

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

RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement (the "Agreement") is made as of February 27, 2004 between Sainte Partners II, L.P., 300 Main Street, Chico, CA 95928, (the "Operator"), and EchoStar Satellite LLC, 9601 S. Meridian Boulevard, Englewood, CO 80112 ("EchoStar").

WHEREAS, Operator is the owner and operator of, or provides management services to the television station with the indicated Designated Market Area (DMA), call letters, network affiliation and channel number as set forth in Exhibit A (the "Station"), attached hereto and incorporated herein; and

WHEREAS, EchoStar and Operator desire to have the Station's signal, to wit KRVU-LP in Chico-Redding, CA, DMA (the "Specified Station"), retransmitted over the satellite programming service operated by EchoStar (the "Satellite Service");

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

1. **Retransmission Consent.** Operator hereby grants its consent to simultaneous retransmission of the broadcast signal of the Station on a non-exclusive basis by EchoStar over the Satellite Service, substantially contemporaneous, i.e., as close to simultaneously, with the primary broadcast of programming by the Station ("Permitted Retransmission"). EchoStar acknowledges and agrees that consent to retransmit the Station shall not be construed as conveying to EchoStar any ownership rights in or to the underlying programming.
2. **Carriage of Station.** EchoStar agrees to retransmit the Station's analog broadcast signal over its Satellite Service limited to the primary video carriage frequency, the primary audio carriage frequency, and, to the extent required by law, line 21 closed captioning material, all without alteration which is perceptible to the ordinary viewer.
3. **Channel Placement.** EchoStar agrees to provide the Specified Station substantially equal and contiguous placement in its channel guide, and substantially equal description of programming, as is afforded any other over-the-air television station in the Specified Station's DMA.
4. **Term and Termination.** The term of this Agreement shall commence upon the signing of this Agreement and shall expire at midnight, June 30, 2009. Operator may terminate this Agreement at an earlier date on sixty (60) days prior written notice in the event Operator is required to do so by its national programming network. EchoStar may terminate this Agreement with regard to a Specified Station or Station or in its entirety at an earlier date on ten (10) days prior written notice in the event that: a) another broadcast station becomes the primary broadcast station of the network of the Specified Station or Station's affiliation in the pertinent DMA; or b) EchoStar determines to cease carrying all of the ABC, NBC, CBS and Fox affiliates in the Specified Station or Station's DMA. This Agreement may be terminated by either party: a) sixty (60) days following written notice of a breach by the other party, unless the breach is cured within that period; or b) if a change in applicable laws or regulations requires cessation of carriage hereunder.

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5. **Copyright and Trademark Licenses.** It shall be EchoStar's obligation, not the Operator's, to secure copyright license rights, and pay applicable copyright fees, through individual agreements with copyright owners or through the perfection of compulsory licenses, with respect to all programming content of the Specified Station retransmitted over the Satellite Service. With respect to all programming content that the Operator has the right to grant copyright licenses for, Operator hereby grants to EchoStar a paid up, no cost (royalty free) copyright license for: a) Permitted Retransmissions as provided in this Agreement; and b) advertising for and demonstration of Permitted Retransmissions. EchoStar acknowledges and understands that Operator may not have the right to grant a copyright license to EchoStar with respect to all of the programming content of the Specified Station or Station, and that Operator makes no representations as to the portion of the programming content of the Specified Station or Station for which Operator can grant a copyright license. Operator agrees to use reasonable efforts to secure the right, if and only in the case of no additional cost, to pass through copyright licenses for the purposes described in this Agreement for the benefit of EchoStar, from content providers from time to time as Operator negotiates such licenses from third parties for its own broadcasts. Operator hereby also grants to EchoStar a paid up, no cost (royalty free) trademark, service mark, service name and/or trade name license permitting EchoStar to reproduce the logos of the Specified Station for marketing and advertising purposes. Except as provided herein, EchoStar shall not record, copy, duplicate, retransmit and/or authorize the recording, copying, duplication or retransmission of any portion of the Specified Station's broadcast signal without the prior written permission of Operator.
6. **Delivery.** In the event that off-air reception of any Specified Station's signal is not a Good Quality Signal as defined under SHVIA, Operator shall pay all costs associated with collecting the signal of the Specified Station and delivering said signal to the location necessary to EchoStar ("EchoStar's Local Backhaul Site").
7. **Signal Availability.** Operator authorizes the signal of the Specified Station to be retransmitted by EchoStar for reception anywhere within the United States and its territories, possessions and commonwealths where reception is not legally prohibited.
8. **Representation and Warranties.** Operator holds the FCC license for the Specified Station(s) and Station(s) and is legally qualified, empowered and able to carry out all of the material transactions contemplated hereby. EchoStar has all material authorizations necessary to operate the Satellite System and is legally qualified, empowered and able to carry out all of the material transactions contemplated hereby.
9. **Successors and Assigns.** a) In the event that there is a transfer of the Specified Station, the signal of which is or could be subject to the provisions of this Agreement, this Agreement shall continue to be binding on the transferee of the Specified Station, with regards to the Specified Station, and, otherwise shall continue to be binding upon EchoStar. Concomitantly, if Operator acquires a Station which is or could be subject to the terms of this Agreement, this Agreement shall continue to be binding on the Station and on EchoStar; provided, however, that under all circumstances, the provisions of the first sentence of Section 9 above shall continue to apply.

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b) In the event that a Specified Station changes, or loses its affiliation to any other affiliation or status, then EchoStar shall have the option to decide whether to continue to carry the Specified Station under this Agreement or to drop the Specified Station from carriage and from inclusion under this Agreement.

10. **Force Majeure; Consequential Damages.** Any delay, preemption or other failure to perform caused by factors beyond the parties' reasonable control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government law, order or regulation (including but not limited to laws, orders or regulations which materially change the assumptions of the parties in entering into this Agreement, even if they do not result in impossibility of performance), shall not result in a default of this Agreement. Each party shall exercise its reasonable efforts to cure 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. In the event that any force majeure event continues for greater than ninety (90) days, either party may terminate this Agreement. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE STATION NOR ECHOSTAR SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, OR DAMAGES TO OR LOSS OF PERSONAL PROPERTY) IN ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.
11. **Scope of Agreement and Reservation of Rights.** 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 and conditions between the parties with respect thereto. This Agreement conveys to EchoStar only those rights that are expressly stated. All other rights with regard to the Specified Station's signal not specifically granted herein are reserved to the Operator. This Agreement may only be modified or amended by a written instrument signed by the parties.
12. **No Joint Venture or Principal-Agent Relationship; No Operator Relationship with Subscribers.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between the Specified Station, the Operator and EchoStar. No subscriber of EchoStar shall be deemed to have any direct or indirect contractual relationship with the Specified Station or the Operator by virtue of the Agreement, nor shall any subscriber be deemed to be a third party beneficiary of this Agreement. EchoStar hereby acknowledges that except with respect to content, EchoStar, and not the Operator or the Specified Station shall be fully liable for all claims and responsible for all matters with respect to subscribers.
13. **Taxes.** Neither the Operator nor the Specified Station shall be liable for any federal, state or local taxes, including use, income, excise, franchise or corporate tax or for fees payable to any franchising authorities, calculated on a proportion of EchoStar's revenue based upon its carriage of the Specified Station's broadcast signal.
14. **Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Colorado (but not including the choice-of-

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law rules thereof), subject to applicable provisions of the Communications Act of 1934, as amended, and applicable rules, regulations and orders of the Federal Communications Commission. The provisions of this Section shall survive the termination or cancellation of this Agreement.

15. **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 given either personally or by deposition of the same in the United States mail addressed to the party to be given notice at the address below, or by fax to the number specified below. Receipt of such notice shall constitute the giving thereof. Any information regarding notices may be changed by written notice to the other party.

To EchoStar:

EchoStar Satellite LLC
9601 S. Meridian Boulevard
Englewood, CO 80112
Attn.: David K. Moskowitz
Senior Vice President and General Counsel
Phone: (303) 723-1040
Fax: (303) 723-1699

With a copy to:
Senior Vice President, Programming
Fax: 303-723-1999

To Operator:

Sainte Partners II, L.P.
300 Main Street, Chico, CA 95928
Mr. Doug Holroyd
Title: General Manager
Phn: (530) 893-1234
Fax: (530) 893-1266
Email: doug.holroyd@fox30.com

16. **Confidentiality.** At all times during the term of this Agreement, and for a period of three (3) years after its expiration, EchoStar and Operator and its respective employees will maintain, in confidence, the existence, terms and provisions of this Agreement, as well as all information of any kind, oral or written, acquired or developed in any manner, from either party's files, employees, representatives or agents, or as a direct or indirect result of either party's actions or performance under this Agreement. The parties represent that they have not and will not reveal the same to any person not employed by the other party, except: i) at the written request of the other party; ii) to the extent necessary to comply with law, the valid order of a court of competent jurisdiction or the valid order of a governmental agency, in which event the disclosing party will notify the other party of the information to be disclosed as soon as the necessity for such disclosure becomes known and in advance of any disclosure, and will seek confidential treatment of such information; iii) as part of its normal reporting procedures to its parent company, its auditors and its attorneys (and then only to the degree necessary, and such recipients shall agree also to be so

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bound); and iv) to the extent necessary to permit the performance of its obligations under this Agreement or to enforce any right under this Agreement.

17. **Sub-distribution.** Echostar shall have the nonexclusive right to sub-distribute the broadcast signals of the Station, within the Station's DMA to any private or rural cable operators (provided that Echostar may not sub-distribute to a "cable television system" as defined at 47 C.F. R. Sec. 76.5 (1996) if such systems have over 100,000 customers) and to transport such signals as necessary to exercise such right. Operator agrees to provide third party transport providers with its consent to continue transport of the Stations' signals in furtherance of the rights granted by Echostar hereby in accordance with this Agreement.

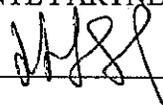
18. **Professional Sports Carriage Commitment.** Operator is obligated to carry no less than 85 live regular season professional sports games from any of the major sports leagues (defined as the "MLB, NHL, NFL and NBA") per calendar year in its programming schedule. EchoStar reserves the right to take down the Station within 30 days at such time as the minimum aggregate number of Major League games is not being met during the respective broadcast year.

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

ECHOSTAR SATELLITE LLC

SAINTE PARTNERS II, L.P.

By: _____

By:  _____

Title: Senior Vice President, Programming

Title: General Manager

Print or Type Name: Michael Schwimmer

Print or Type Name: Doug Holroyd

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EXHIBIT A

KRVU-LP, Channel 21

UPN

Chico-Redding, CA



7/26/2005

KCVU

Attn: Station Manager

Sainte Partners II, L.P.

P.O. Box 4159

Modesto, CA 95352-4159

Re: Notice of Reservation of Rights to Commence Retransmission of "Significantly Viewed" Stations into the Chico-Redding DMA.

Dear Station Manager,

Pursuant to Section 202 of the Satellite Home Viewer and Reauthorization and Extension act of 2004, to be codified as section 340(h)(3)(A)(i) of the Communications Act of 1934, 47 U.S.C. 340(h)(3)(A)(i), EchoStar Satellite L.L.C. ("EchoStar") hereby gives written notice that it reserves the right to retransmit into the Chico-Redding Local Market, those stations listed below, into the specified communities during the cycle commencing on January 1, 2006 and ending on December 31, 2008.

Offering

Affiliation Call Letters Community

Sacramento , CA

FOX

KTXL

In to BUTTE COUNTY,
CA



Yours sincerely,

A handwritten signature in cursive script that reads "Keely Goldberg".

Keely Goldberg
General Manager – Programming
Echostar Satellite L.L.C