

**SECOND AMENDMENT
TO
RETRANSMISSION CONSENT AGREEMENT**

This Second Amendment to Retransmission Consent Agreement (this "Second Amendment") is effective as of January 1, 2012 (the "Second Amendment Effective Date"), by and between Sainte Partners II L.P. ("Broadcaster") and Northland Cable Television, Inc. ("Operator").

Background

Broadcaster and Operator are parties to that certain Retransmission Consent Agreement, dated May 15, 2009 (the "Agreement"), as amended by that certain First Amendment to Retransmission Consent Agreement, dated June 1, 2010 (the "First Amendment"). The parties wish to extend the term of the Agreement through December 31, 2014. Accordingly, Broadcaster and Operator hereby agree to amend the Agreement as described below.

Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Broadcaster and Operator agree as follows:

1. Term. Effective as of the Second Amendment Effective date, the Term of the Agreement is hereby amended to extend through December 31, 2014 (the "Extended Term"). Thereafter, the Agreement shall continue on a month to month basis unless terminated by either party upon ninety (90) days' written notice prior to the end of the Extended Term.
2. Effect of this Amendment. Except as otherwise provided in the documents referenced above as the First Amendment and the Second Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes and consideration expressed in it as of the date first set forth above.

Broadcaster:

Operator:

SAINTE PARTNERS II L.P.

NORTHLAND CABLE TELEVISION, INC.

By: 

By: _____

Its: Dorey McHenry G.M.

Its: _____

Printed Name: Dorey McHenry

Printed Name: _____

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT (this "Agreement") is made effective as of May 15, 2009 (the "Effective Date"), by and between Sainte Partners II L.P. ("Broadcaster"), licensee of the television stations listed in Exhibit A attached hereto (collectively, the "Stations," and individually, a "Station") and Operator, as set forth herein.

OPERATOR: Northland Cable Television, Inc.

TERM: May 15, 2009 to December 31, 2011, unless earlier terminated pursuant to the provisions of this Agreement

Subject to the terms and conditions of this Agreement, Broadcaster hereby grants to Operator the non-exclusive right to retransmit the Signal(s) to Subscribers of the System(s).

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, the parties agree to the terms and conditions set forth herein, including Exhibit A and Exhibit B, both of which shall be considered a part of this Agreement for all purposes and may not be modified without the prior written consent of each party hereto.

BROADCASTER:

Sainte Partners II L.P.

By: 

Name: Doug Holroyd

Title: G.M. Acquisitions & Carriage Exec.

OPERATOR:

Northland Cable Television, Inc.

By: 

Name: Richard I. Clark

Title: Executive Vice President

RM
JD

EXHIBIT A

Notices:

	BROADCASTER	OPERATOR
COMPANY	Sainte Partners II L.P.	Northland Cable Television, Inc.
ADDRESS	300 Main Street	101 Stewart Street, Suite 700
CITY, STATE, ZIP	Chico, California 95928	Seattle, Washington 98101
CONTACT NAME	Doug Holroyd	Legal Department
CONTACT PHONE	(530) 893-1234	(206) 621-1351

System(s):

The communities served by each System as of the date hereof are listed below.

SYSTEM	STATION	STATION DMA	MANNER OF CARRIAGE
Mt. Shasta, Siskiyou County, California	KFBI-LP	Medford-Klamath Falls, Oregon	To be carried by System on Channel 2.
	KRVU-LP	Chico-Redding, California	Portions of Station's programming to be selected by Operator and carried at Operator's discretion on System's character generator.
	KCVU-DT "THIS" Network multicast	Chico-Redding, California	THIS Network, Channel 20.2, to be carried on System at Operator's expense, not to exceed a commercially reasonable expense, on such tier, analog and/or digital, as Operator deems desirable, and as may be changed by Operator from time to time in Operator's sole and absolute discretion

SYSTEM	STATION	STATION DMA	MANNER OF CARRIAGE
Yreka, Siskiyou County, California	KFBI-LP	Medford-Klamath Falls, Oregon	To be carried by System on Channel 2.
	KRVU-LP	Chico-Redding, California	Portions of Station's programming to be selected by Operator and carried at Operator's discretion on System's character generator channel.
	KCVU-DT "THIS" Network multicast	Chico-Redding, California	THIS Network, Channel 20.2, to be carried on System at Operator's expense, not to exceed a commercially reasonable expense, on such tier, analog and/or digital, as Operator deems desirable, and as may be changed by Operator from time to time in Operator's sole and absolute discretion.

EXHIBIT B

Standard Terms and Conditions

1. Definitions.

(a) "Analog Signal" shall mean, in each case, the analog broadcast signal of the applicable Station (including the primary video, accompanying audio, and Program Related Material).

(b) "Digital Signal" shall mean, in each case, the digital broadcast signal of the applicable Station (including video, accompanying audio and Program Related Material) in a form compliant with Advanced Television Systems Committee ("ATSC") standards, which may include high definition or standard definition format (as defined by the ATSC) video and audio programming (the "Primary Signal") and one or more additional channels of video and audio programming, in digital format or otherwise (each, a "Multicast Programming Signal").

(c) "FCC" shall mean the Federal Communications Commission.

(d) "Subscribers" shall mean those customers (both residential and commercial) authorized by Operator to receive television services through any portion of a System.

(e) "Systems" shall mean Operator's Mt. Shasta and Yreka California cable television systems.

(f) As used in this Agreement, all Analog Signals and Digital Signals shall be collectively referred to as the "Signal" or "Signals". The term Signal(s) specifically excludes any content, information or material which would not be displayed on standard television reception devices receiving a Signal over-the-air.

2. Retransmission.

(a) **Retransmission Obligation.** Operator shall, at its sole cost and expense, not to exceed a commercially reasonable expense, (i) retransmit KFBI-LP's Signal, (ii) retransmit such portions of the programming of KRUV-LP's Signal as is desired by Operator on Operator's character generator channel, and (iii) retransmit KCVU-DT's Signal of the "THIS" network on such tier, analog and/or digital, as Operator deems desirable, and as may be changed by Operator from time to time in Operator's sole and absolute discretion, to each lawful receiver connection of each Subscriber of the System, in the manner required for must-carry stations, in each case except as may be required by the FCC or as otherwise permitted under this Agreement.

(b) **Good Quality Signal.** At its sole cost and expense, Operator shall be responsible for the cost to transport the Signals from Stations' primary over the air transmitter, and to receive the Signals at its principal headend throughout the Term, so long as such costs do not exceed a commercially reasonable cost.

(c) **Channel Position and Signal Quality.** Each System shall retransmit the Signals on the cable channel(s) and/or within the tiers listed in **Exhibit A**. Operator, at its own expense, shall maintain a high quality of signal processing and transmission for the Signals, that, at minimum, is no less than that provided on the System for retransmission of any other analog or digital television signal, but in no case of a quality greater than that received by Operator from the Stations. Signal enhancements (such as ghost canceling) may be deleted by Operator on any System so long as such deletion does not result in a material, adverse impact on a viewer's perception of the Stations' programming.

3. **Additional Terms.**

(a) To the full extent permitted by the FCC's rules, the parties agree that Operator shall not preempt, override, interrupt, or otherwise alter Emergency Alert Service ("EAS") messages, news, or weather related emergency information that a Station provides through a System's transmission of a state or local EAS message or alert, to the extent technically feasible with Operator's current equipment.

(b) In the event that a party discovers a signal strength or signal quality deficiency, such party shall notify the other party's chief operator/engineer as soon as reasonably practical by telephone, and the party responsible for such issue shall undertake commercially reasonable efforts to rectify the matter as soon as reasonably possible; provided, that a party's failure to notify the other party as set forth herein shall not constitute a breach hereunder so long as such party, if applicable, undertakes such corrective efforts.

4. **Termination.**

(a) A default shall occur if either party fails to perform or observe in any material respect any representation, warranty, term, covenant, or other provision of this Agreement. If such default continues for a period of thirty (30) days after the defaulting party's receipt of written notice of such default, then, in addition to all other rights and remedies the non-defaulting party may have, such non-defaulting party shall have the right to suspend the performance of the parties under this Agreement, until such default or failure is remedied, and/or to terminate this Agreement by written notice to the defaulting party.

(b) Except with respect to each party's indemnification obligations under this Agreement, neither Broadcaster nor Operator shall be liable to the other for incidental, consequential, indirect or special damages in any cause of action arising out of or related to this Agreement.

(c) The parties acknowledge that their obligations hereunder are specific and unique in character and have a peculiar value and that a failure by the other party to fulfill its commitments under this Agreement including, without limitation, the signal delivery and carriage obligations set forth herein, will cause irreparable damage to the other party that cannot be compensated in monetary damages. The parties therefore agree that either party shall be entitled to obtain specific performance of the other's obligations under this Agreement as an appropriate remedy in the event of a material breach of the terms of this Agreement.

(d) In the event that, at any time during the Term, the Station ceases to be affiliated with the network with which the Station is affiliated as of the Effective Date, the Broadcaster shall immediately notify Operator in writing of the effective date and Operator may, at its option at any time thereafter, terminate this Agreement upon written notice to the Broadcaster.

(e) In the event that, at any time during the Term, the cost to transport to and receive a Signal at Operator's principle headend becomes commercially unreasonable, as determined in Operator's sole and absolute discretion, Operator may, at its option any time thereafter, terminate this Agreement upon thirty (30) days prior written notice to the Broadcaster. Broadcaster shall have opportunity to present reasonable options for delivery of signal.

5. **Representations and Warranties.** Broadcaster and Operator each represent, warrant and covenant to the other that they have the power and authority, and the rights, to enter into this Agreement and to fully perform their respective obligations to the other, and that they each will comply with all applicable laws, rules and regulations. Broadcaster further represents, warrants and covenants that none of the programming provided under this Agreement will violate any FCC broadcast rule or regulation or will violate or infringe the civil or property rights, copyrights (including, without limitation, music

synchronization and performance rights and dramatic and non-dramatic music rights), trademark rights, patent rights or rights of privacy of any person. Operator further represents, warrants, and covenants that it has, together with the rights granted to it hereunder, acquired all necessary rights, licenses, consents, permissions and authorizations, including copyrights, patents, trademarks, service marks and trade names necessary for Operator to perform its obligations under this Agreement. .

6. **Indemnification.** Broadcaster and Operators shall each indemnify, defend and forever hold harmless the other, the other's affiliated companies and their respective officers, directors, employees, partners, members and agents, against and from any and all claims, actions, suits, proceedings, investigations, judgments, awards, settlements, losses, damages, and liabilities (each, a "Loss") that are sustained or incurred by or asserted against any of them and that arise out of any breach by it of any representation, warranty, covenant or agreement set forth in this Agreement, and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (including, without limitation, reasonable counsel fees, disbursements and court and administrative costs) reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss. The indemnities contained in this section shall survive the expiration or termination of this Agreement. Promptly after a party's receipt of notice of the commencement of any action, suit, proceeding or investigation in respect of which a claim for indemnification may be made hereunder, such party will give written notice thereof to the other party; but the failure to so notify the other party will not relieve the other party from any liability or obligation which the other party may have to any indemnified person except to the extent of any material prejudice to the other party resulting from such failure. If any such action, suit, proceeding or investigation is brought against an indemnified person, the indemnifying party will be entitled to participate therein and to assume the defense thereof with counsel satisfactory to the indemnified person (who shall not, except with the consent of the indemnified person, be counsel to the indemnified person), provided it gives written notice to the indemnified person of its election so to assume the defense thereof within fifteen days of receiving notice of the claim. Each indemnified person will be obliged to cooperate reasonably with the indemnifying party, at the expense of the indemnifying party, in connection with such defense and the compromise or settlement of any such action, suit, proceeding or investigation.

7. **Assignment.** The rights and obligations of Broadcaster and Operator under this Agreement shall be binding on both parties and their respective successors, transferees and assignees. In the event the Operator assigns or transfers control of all or part of its interest in any portion of a System, or the ownership of a Station is transferred or assigned, any assignee or transferee thereof shall assume, be bound by and perform this Agreement in its entirety with respect to such System or Station, as applicable, unless the assignee or transferee has a retransmission consent agreement that expressly requires inclusion of such System or Station. This Agreement shall inure to the benefit of and be binding on the respective successors, transferees and assigns of the parties hereto. The foregoing provisions of this Section 7 shall apply to each buyer or transferee in the event of successive or multiple sales or transfers of Systems or Stations.

8. **Confidentiality.** The terms and conditions of this Agreement will be kept confidential by the parties hereto and will not be disclosed by either party to any third party except (i) as may be required by any court order or governmental agency or pursuant to applicable law or regulations; (ii) as part of a party's normal reporting requirements to its accountants, auditors, agents, legal counsel and affiliates, or to potential purchasers of all or substantially all of its assets or business, if such receiving person first agrees in writing to abide by this confidentiality clause; or (iii) as necessary for a party to enforce its rights under this Agreement. Any press release relating to the signing of this Agreement shall be approved by both parties in advance.

9. **Force Majeure.** No delay, preemption or other failure to perform caused by factors beyond the affected party's reasonable control, including, without limitation, acts of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation shall constitute a

default or breach of this Agreement. The affected party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and the parties' performance under the terms of this Agreement shall be excused for the period of time during which such Force Majeure event continues so long as such curative efforts are reasonably pursued.

10. **Relationship of the Parties.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Broadcaster and Operator. No Subscriber shall be deemed to have any direct or indirect contractual relationship with Broadcaster by virtue of this Agreement, nor shall any Subscriber or other third party be deemed to be a third party beneficiary of this Agreement.

11. **Notices.** Any notices required by this Agreement shall be in writing and shall be delivered to the appropriate address listed in **Exhibit A**. Notices shall be deemed delivered when personally delivered, or if mailed by certified or registered mail, when the United States Postal Service confirms receipt, or if faxed, when such fax delivery is confirmed via telephone, or if sent courier or express mail service, when such courier or express mail service confirms delivery.

12. **Legal Proceedings.** This Agreement, and all collateral matters relating thereto, shall be governed and construed under the laws of the state of Washington (without regard to the conflict of laws provisions thereof), applicable to agreements fully made and performed therein, subject to applicable provisions of the Communications Act of 1934, as amended, and the applicable rules and regulations of the FCC. Any legal proceedings brought to resolve any dispute arising out of this Agreement, other than those brought at the FCC, shall be commenced in the appropriate state or federal court district of the state in which either the respective Station and System that are the subject of the dispute are located, and the parties hereby submit to the exercise of personal jurisdiction over them by such courts and irrevocably waive any objection that they may now or hereafter have to the venue of any such proceeding brought in such court. The prevailing party of any dispute that results in litigation shall be entitled to their reasonable attorney's fees and costs, including any costs of appeal and collection of any resulting judgment.

13. **Complete Agreement.** 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 understandings between the parties. This Agreement may only be renewed, extended, modified or amended by a written instrument signed by the parties. No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.