# Sainte Partners II L.P.

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT is made as of the 1st day of January, 2012 ("Effective Date"), by and between Windjammer Communications LLC 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 Station ("Analog/Digital Station") transmits analog and/or digital broadcast television signals (each, an "Analog or Digital 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 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:

1. Term. The term of this Agreement shall commence on the date hereof and continue through December 31, 2014, unless earlier terminated in accordance with the provisions of this Agreement.

2. 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 loses a major national network affiliation; (b) such Station fails, for any reason other than the reasons provided in Section 9 under the General Terms and Conditions, to broadcast a B-grade signal (for 35 mile coverage) for more than seven (7) consecutive days, or for more than thirty (30) days in the aggregate during the term of this Agreement. This Agreement may be terminated by Operator upon 30 days prior written notice to Licensee of a sale of all or substantially all of the Systems to a third party. In the event of a sale of a portion (but not all or substantially all) of the Systems, this Agreement shall terminate solely with respect to such Systems.

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") in the same D.M.A. Any other agreement with respect to an Additional System shall be deemed terminated (if station approves such substitution) upon such Additional System being added to this Agreement by Operator as a System, notwithstanding anything contained in any such other agreement.

4. Analog/Digital Station and Analog/Digital 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/Digital Signals over the Systems, including with respect to Stations KCVU primary and secondary signals, KRVU and KXVU, 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 KCVU primary and secondary signals, KRVU, and KXVU 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/Digital 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/Digital 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.

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

(i) Operator agrees to carry the KCVU, KRVU, KXVU and KCVU 20.2 signal (when available), in the basic tier normally reserved for must carry stations.

5. Delivery. Operator agrees to continue satellite delivery of KCVU and KRVU to Burney head end at operator's expense. KXVU is currently and KCVU 20.2 (when available) will be delivered via existing microwave system between Southfork and Burney head end.

6. License Fees. "As full and complete compensation for Windjammer Communications

LLC's right to distribute Station KCVU (including in both standard definition and HDTV format) for as long as KCVU is affiliated with the FOX network, Windjammer Communications LLC shall pay to Station Group, on a monthly basis sixty (60) days after the end of each month, a "License Fee" as follows per each Subscriber whom Windjammer Communications LLC authorizes to view KCVU in the Chico-Redding Local Territory for such month:

| Period | License Fee |
|---|---|
| Effective Date through 12-31-12 | $0.45 |
| 1-01-13 through 12-31-13 | $0.60 |
| 1-01-14 through 12-31-14 | $0.75 |

"Windjammer Communications LLC shall not pay or owe any license fees or other form of compensation to Station Group for the retransmission rights granted hereunder for any other Station other than KCVU.

"License Fee payment made to Station Group shall be calculated on the basis of the average number of Subscribers in the month in which the License Fee accrues (such average shall be calculated as the number of Subscribers on the first plus the last day of the accounting month divided by two). A statement showing such calculation of the License Fees due in respect of such Subscribers shall be provided by Windjammer Communications LLC with each License Fee payment to Station Group. Payments for all Stations shall be sent to Station Group at the address set forth in Section 12, and no License Fees shall be payable by Windjammer Communications LLC until Station Group has provided its federal taxpayer identification number and a contact person for receipt of payments."

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

8. Exceptions. Notwithstanding anything to the contrary herein, Operator shall have no obligation to retransmit any Multicast Channel (i) that contains content that substantially duplicates the content of a then-existing cable television programming service retransmitted on the System, and/or (ii) that the System cannot receive over-the-air or through the existing microwave system between Southfork and Burney at no additional cost to the System.

Sainte Partners II L.P.

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

Windjammer Communications LLC

By: _____

Name: _____

Title: _____

Sainte Partners, II, L.P.

By: _____

Name: Doug Holroyd

Title: General Manager

Sainte Partners II L.P.

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 KCVU primary and secondary signals , KRVU and KXVU, 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, managers, members, shareholders, 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 California 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.

Sainte Partners II L.P.

To Operator: Windjammer Communications LLC
8500 West 110th Street Suite 600
Overland Park, KS 66210
Attention: C.F.O. Rod Siemers

To Licensee: Sainte Partners II L.P.
300 Main Street
Chico, California 95928
Attention: Doug Holroyd

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.

Sainte Partners II L.P.

Attachment A

Station denoted with "*" will be added to Windjammer Communications LLC's line-up upon delivery to head end.

| Station | Cable Ch | Off-Air Ch. | Network Affiliation |
|---|---|---|---|
| KCVU | Ch. 8 | 20.1 dt | FOX |
| KCVU | | 20.2 dt* | THIS TV |
| KRVU (LD) | Ch. 13 | 21 | MYNET |
| KXVU (LP) | Ch. 16 | 17 | Telemundo |