

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT (this "Agreement") is made as of this 26th day of December, 2008, by and between Cequel III Programming, LLC, on behalf of one or more of its affiliated entities ("Operator"), and Sainte Partners II, L.P., on behalf of one or more of its affiliated entities ("Broadcaster"). Operator and Broadcaster may be referred to herein as the "Parties" collectively, or a "Party" individually, as the context may require.

WHEREAS, Broadcaster owns, manages, or otherwise controls each of the broadcast television stations set forth on Attachment A (the "Station(s)");

WHEREAS, Operator owns, manages, or otherwise controls each of the cable television systems set forth in Attachment B (the "System(s)");

WHEREAS, Broadcaster and Operator desire to have the Signals (defined below) retransmitted over the Systems in accordance with the terms and conditions set forth in this Agreement;

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

1. Term. The term of this Agreement shall commence on January 1, 2009 (the "Effective Date") and continue through December 31, 2014, unless earlier terminated in accordance with the provisions of this Agreement.
2. Signals. For the purposes of this Agreement, the analog television signal broadcast by each Station shall be referred to as the "Analog Signal" and the digital television signal broadcast by each Station shall be referred to as the "Digital Signal." The Analog Signal and the Digital Signal are referred to as the "Signals" collectively or the "Signal" individually, as the context may require.
3. Analog Signal Carriage.
 - (a) Grant of Rights. Broadcaster hereby grants to Operator consent during the term of this Agreement and any applicable renewals thereof to retransmit the Analog Signal over the Systems.
 - (b) Technical Carriage Terms. Subject to the protections and in the manner set forth under 47 C.F.R. §76.62 as applicable to broadcast stations as of the Effective Date and the terms set forth herein, Operator shall carry the Analog Signal on all Systems in each Station's Nielsen Designated Market Area ("DMA"). Notwithstanding anything to the contrary herein, each System may distribute a digitized version of the Analog Signal in addition to, or in lieu of, the Analog Signal, provided that at least one version of the Analog Signal is carried on the basic level of service provided to all video subscribers. In the event that the Digital Signal contains a simulcast of the Analog Signal, Operator shall have the right to substitute carriage of the Analog Signal with an analog retransmission of such simulcast.

(c) Channel Position. Operator shall carry the Analog Signal on a single channel on the analog basic level of service provided to all video subscribers. Subject to the must-carry rights of other parties, Operator shall carry the Analog Signal or a replacement Down-Converted Signal (as defined below) on its off-air channel location or on the channel on which the Analog Signal was carried on a System as of December 31, 2008 (or on the date a system is added to this Agreement as a System, as set forth below). Notwithstanding the foregoing, Operator reserves the right to reposition the Analog Signal or (a replacement Down-Converted Signal) to any channel position on any System outside of the Station's DMA or to any channel position which may be reasonably necessary to accommodate a headend consolidation that is undertaken in a manner that does not uniquely or adversely affect the Signal, or breach any Network contractual agreement.

4. Digital Transition. Effective as of the date a Station ceases transmission of its Analog Signal, Broadcaster grants the right to Operator to down-convert the Digital Signal of a Station to analog (the "Down-Converted Signal") and distribute the replacement Down-Converted Signal in accordance with the specifications set forth herein. For these purposes, the Down-Converted Signal shall be limited to a single video feed most nearly replacing the Analog Signal.

5. Digital Signal Carriage.

(a) Grant of Rights. Broadcaster hereby grants Operator consent during the term of this Agreement and any applicable renewals thereof to retransmit the Digital Signal over the Systems.

(b) Technical Carriage Terms for Simulcast Channel.

(i) Subject to the protections and in the manner set forth under 47 C.F.R. §76.62 as applicable to broadcast stations as of the Effective Date and the terms set forth herein, Operator shall carry the principal video and related audio portion of a single one-way broadcast (the "Program Transport Stream") that is the digital simulcast or replacement of a Station's Analog Signal and that contains programming that is produced and transmitted in either 720p or 1080i format ("HDTV") during at least fifty (50%) percent of the Station's prime time schedule (as defined by Nielsen), together with Program Related Material (as defined below) (collectively, the "HDTV Simulcast Signal") on each System that has been upgraded to at least 750 MHz and carries at least one other HDTV simulcast signal of another commercial television station (a "Qualified System") located with the Station's DMA. Operator shall launch the HDTV Simulcast Signal within ninety (90) days following, whichever is last occurring: [A] the execution of this Agreement; [B] the date that the Station is transmitting an HDTV Simulcast Signal; and [C] the date the Station consistently delivers an HDTV Simulcast Signal to the principal headend of a System that is of sufficient quality so as to meet or exceed applicable FCC and/or industry standards.

(ii) Program Related Material shall mean: [A] closed captioning information, [B] program identification codes, [C] program ratings information, [D] alternative language feeds, [E] such other material as may be necessary for the delivery or distribution of the Digital Signal in a digital format, including PSIP information, and [F] any other items as required by law.

(iii) In each System that carries the HDTV Simulcast Signal, such carriage shall be on the basic level of service provided to all video subscribers and on a channel position in the same neighborhood as other HDTV simulcast signals offered on such System.

(c) Technical Carriage Terms for Additional Digital Program Streams.

(i) In addition to the HDTV Simulcast Signal, Operator shall have the right to carry any additional portion of the Digital Signal that complies with the ATSC standards and FCC rules and regulations that is contained within the 19.394 megabit-per-second data stream (less approximately 100 kilobits per second for Operator's in band A/65 information) originated from Station's FCC authorized digital channel (the "Multiplexed Digital Signals").

(ii) Subject to the terms set forth herein, Operator shall carry the Multiplexed Digital Signals in the Qualified Systems, provided that in no event shall Operator be required to carry more than three (3) Multiplexed Digital Signals.

(iii) Any carriage of the Multiplexed Digital Signals shall be on the same level of service, and channel position(s) in the same neighborhood, as other comparable multiplexed digital broadcast signals offered on such System.

(iv) In the event the Station commences transmission of a Multiplexed Digital Signal subsequent to the date such Qualified System has commenced carriage of the HDTV Simulcast Signal, then such Station shall use commercially reasonable efforts to notify Operator in writing within ninety (90) days of such transmission and Operator shall begin carriage of such Multiplexed Digital Signal(s) within ninety (90) days of receipt of such notice.

(v) Notwithstanding anything to the contrary contained herein, Operator shall have no obligation to retransmit: [A] any material for which the Station or any third party receives or seeks a fee, directly or indirectly, from Operator, the System, any subscriber or any third party (excluding traditional commercial or promotional material in quantities customary for video programming networks); [B] programming which substantially duplicates existing programming carried by Operator on such System (other than time shifted or time delayed programming which is another version of programming included in such Station's Analog Signal and/or Digital Signal); [C] any programming feed that is not owned and controlled by the Station or an affiliated entity or that is substantially for the material benefit of a third party (excluding traditional ad spots and other commercial or promotional material in quantities customary for video programming networks and excluding programming over which Station owns in part or programs in part); [D] any content which represents capacity that has been leased or sublicensed to a third party; [E] a program guide service or data that does not meet the definition of Program Related Material; [F] programming consisting of any interactive element or transactional application that requires two way functionality or suggests that a return path will be provided; [G] audio, video or data services material intended to be directly transmitted by a Station and automatically recorded on the home recording device of a Subscriber; [H] programming that substantially consists of home shopping/merchandising or other similar material or content which directly solicits viewers to purchase a product or service (e.g. through a prompt to place orders by calling a listed telephone number or access a specific website); [I] programming delivered on a pay-per-view or on-demand basis; or [J] any programming that Operator determines to be obscene (the programming referred to in clauses [A] through [J] above are

referred to herein collectively as the "Excluded Feeds").

(d) Signal Quality. Broadcaster, at its own expense, shall deliver the Digital Signal to each System's principal headend located within the Station's DMA in a manner sufficient to satisfy the standards promulgated by the FCC for digital must-carry television station signals. Breach of the foregoing obligation shall permit a System to discontinue carriage of the Digital Signal until such time as the Digital Signal satisfies the foregoing signal delivery standards. Broadcaster shall use commercially reasonable efforts to provide Operator a direct feed of the Digital Signal at Station's studio in a manner suitable for fiber carriage.

(e) Remodulation. Operator shall have the right to remodulate each Digital Signal, to transcode the Digital Signal to QAM format for retransmission over each System and to statistically multiplex ("statmux") each Digital Signal with other digital signals within a 6 MHz channel so long as such remodulation or statmuxing does not materially degrade (from an average viewer's perspective) the quality of the Digital Signal. In all cases, Operator shall ensure that the quality of each Digital Signal on each System (from an average viewer's perspective) is no less than that of the corresponding digital broadcast signals of the "Big Four" (ABC, CBS, NBC, or FOX) network affiliated stations in the Station's DMA that are carried by such Qualified System (the "Big Four Stations") where such other digital broadcast television signal is transmitted in the same format and at the same data rate, signal quality and signal strength as the Station's Digital Signal (but in no event shall the signal quality as retransmitted by a Qualified System be required to be superior to the quality of such signal as received by such Qualified System from the Station). In the event that, subsequent to the Effective Date, a Party discovers a signal strength or signal quality issue, such Party shall promptly contact the other Party's chief operator/engineer by telephone and the Party responsible for such issue shall undertake commercially reasonable efforts to rectify the matter as promptly as commercially reasonable.

(f) Ancillary Digital Signal Capacity. Operator retains and reserves all rights in and to the distribution capacity contained within the bandwidth of Station's Digital Signal other than the bandwidth used at any given time for the retransmission of HDTV Simulcasts, Multiplexed Digital Signals, and Program Related Material that it is required to retransmit in accordance with this Agreement (the "Ancillary Digital Signal Capacity"). Nothing contained herein shall restrict Operator from using any or all of the Ancillary Digital Signal Capacity by any means and for any purpose, so long as such use is consistent with Operator's obligations under this Agreement.

6. Addition of Systems/Stations. If, during the Term of this Agreement, Operator acquires a cable television system and there is an existing retransmission consent agreement between Broadcaster (or an affiliate of Broadcaster) and the previous operator covering a television broadcast station controlled by or licensed to Broadcaster and such system, then upon acquisition, such system and station shall be added to this Agreement, in which case the pre-existing retransmission consent agreement shall be terminated as of the date of Operator's acquisition of such system. If, during the Term of this Agreement, Operator acquires a cable television system in the same DMA of a television broadcast station controlled by or licensed to Broadcaster (or an affiliate of Broadcaster), and there is no existing retransmission consent agreement covering such system and station, and the station has not elected must-carry status for

the then-applicable election period with respect to such system, then such system and station shall be added to this Agreement as of the date of Operator's acquisition of such system.

If, during the Term of this Agreement, Broadcaster (or an affiliate of Broadcaster) acquires a television broadcast station, and there is an existing retransmission consent agreement between Operator (or an affiliate of Operator) and the previous broadcaster covering a cable system owned, controlled or managed by Operator and such station, then upon acquisition, Broadcaster shall add such system and station to this Agreement in which case the existing retransmission consent agreement shall be terminated with regard to such station as of the date of Broadcaster's acquisition of such station. If, during the term of this Agreement, Broadcaster (or an affiliate of Broadcaster) acquires a television broadcast station in the DMA of a cable system owned, controlled or managed by Operator (or an affiliate of Operator), and there is no existing retransmission consent agreement covering such system and station, and the station has not elected must-carry status for the then-applicable election period with respect to such system, then such system and station shall be added to this Agreement as of the date of Broadcaster's acquisition of such station.

7. Removal of Systems. In addition to any other rights pursuant to this Agreement, Operator may, upon thirty (30) days notice to Broadcaster, discontinue carriage of a particular Signal (whether an Analog Signal or a Digital Signal) with respect to a particular System, if: (a) the Signal changes or loses its primary network programming affiliation, unless it continues to distribute at least seventy five percent (75%) of the prime time programming during the first six (6) months following the loss of affiliation; (b) Broadcaster either terminates its over-the-air broadcast of a Signal or fails to consistently provide a particular System with a good quality Signal that meets or exceeds applicable FCC and/or industry technical standards at each System's principal headend; (c) the existing compulsory copyright license, pursuant to 17 U.S.C. § 111, is repealed, deemed not applicable to a cable retransmission subject to this Agreement, or is otherwise modified, clarified, or applied so as to impose significant additional copyright costs for a cable retransmission subject to this Agreement, unless Broadcaster agrees to pay Operator for the amount of such additional copyright liability; or (d) Operator no longer owns or manages a particular System. To the extent any of the relevant grounds set forth in this provision affect only particular System(s), Operator's right to terminate or deny/discontinue carriage shall be limited to the particular System(s) affected. If carriage of any Signal is discontinued in any System in accordance with the terms set forth herein, Operator shall have no further liability hereunder for that System.

8. Consideration. Neither Operator nor any System shall pay any fee to Broadcaster or any Station for any rights granted under this Agreement, and the primary consideration to Broadcaster for the rights granted under this Agreement shall be carriage of the Broadcaster's Signals in accordance with the terms of this Agreement. Notwithstanding the foregoing, Operator shall provide the additional consideration set forth on Attachment C.

9. Additional Obligations. Operator shall use commercially reasonable efforts to educate customers regarding reception equipment and to make such equipment available on reasonable terms; provided however that Operator shall not be required to mandate customer use of particular reception equipment or to supply such reception equipment free of charge.

10. Waiver of Must-Carry Rights. Broadcaster hereby waives any mandatory signal carriage

rights to which it might otherwise be, or become, entitled with regard to the Signals and the Systems for the term of this Agreement and any applicable renewals thereof.

11. Emergency Alert System Messages. Pursuant to 47 C.F.R. § 11.51 (g)(4), Broadcaster and Operator hereby agree that Operator shall not interrupt the programming carried over a Station's channel assignment(s) by transmitting emergency alert system ("EAS") messages, alerts and tests (the "EAS Information"); provided however, that programming may be interrupted if it is received by customers through digital set top boxes in the event Operator is not technically equipped to prevent such interruption on a System. Retransmission by Operator of a Station's EAS Information shall also be subject to Operator's compliance with all local emergency message override provisions contained in its agreement(s) with the franchise authority for the applicable System(s). All of Broadcaster's affiliated broadcast channels carried on any System shall be subject to this Agreement. Each Station operated by Broadcaster shall be in full compliance with the FCC's rules and regulations regarding EAS applicable to broadcast stations.

12. Representation and Warranties. Operator and Broadcaster each individually represent and warrant that it has the authority to enter into this Agreement and to perform all of its obligations hereunder and that any representation or warranty it made under this Agreement is true and accurate as of the Effective Date.

13. Indemnification. Broadcaster shall indemnify and forever hold harmless Operator and Operator's parents, subsidiaries and related companies and each of their respective officers, directors, employees, and agents, from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly out of the content of the Signals. This Paragraph shall survive the expiration or earlier termination of this Agreement.

14. 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.

15. Applicable Law. This Agreement, and all collateral matters relating thereto, shall be governed by and construed under the laws of the State of New York 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.

16. Assignment; Additional Termination. 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, conditioned or delayed. Notwithstanding the foregoing, either Party may, without consent of the other Party, assign this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with such Party, or to any person or entity that acquires substantially all of the assets of such Party.

17. Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, 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 performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

18. Limitation on Remedy. Except as otherwise provided herein, neither Party shall be liable for incidental, consequential or special damages (including without limitation loss of profits or revenues) suffered by the other Party in connection with any suit or cause of action arising out of or related to a breach of this Agreement.

19. Notices. Any notices required by this Agreement shall be in writing and delivered to the addresses set forth below by personal delivery; certified or registered mail, return receipt requested; telecopy; or nationally recognized overnight courier. If telecopied, notice shall be deemed given when telecopied and confirmed via telephone. All other notices shall be deemed given when received.

To Operator: Cequel III Programming, LLC
 Attention: Senior Vice President, Programming
 12444 Powerscourt Drive
 Suite 140
 St. Louis, MO 63131

With a copy to:

Cequel III Programming, LLC
Attention: Vice President, Legal Department
12444 Powerscourt Drive
Suite 140
St. Louis, MO 63131

With a copy to:
Suddenlink Communications
Attention: Wendy Purnell
911 W. Wabash
Eureka, CA 95501

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

20. Confidentiality. Neither Party shall disclose to any third party any information with respect to the terms and provisions of this Agreement, or any information or materials related thereto (collectively, the "Confidential Information"), except: (a) to the respective officers, directors, employees, auditors, attorneys, business partners, or potential investors or buyers of such entity or its assets, and then only on a need-to-know basis, in their capacity as such (provided that each such person or entity shall first agree to be bound by confidentiality provisions no less restrictive than the terms of this Paragraph); (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 shall survive the termination or expiration of this Agreement. In the event of a breach or threatened breach of this Paragraph, each Party will be entitled to an injunction prohibiting revelation of the Confidential Information and any and all other appropriate equitable remedies. Any such relief will be in addition to and not in lieu of appropriate relief in money damages. Each Party acknowledges that the Confidential Information is valuable and unique and that disclosure of such information in violation of this Paragraph shall be considered a material breach of this Agreement and will result in irreparable injury to the other Party.

21. Termination of Previous Agreements. As of the Effective Date, any and all prior retransmission consent agreements between Broadcaster (or a predecessor of Broadcaster) and Operator (or a predecessor of Operator) shall be terminated in their entirety, become null and void and of no further force or effect.

22. Subsequent Law. Except as otherwise specifically set forth herein, the terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

23. Headings; Entire Agreement. The headings used in this Agreement are inserted for convenience and are not to be considered in the construction of the provisions of this 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.

[The remainder of this page is intentionally left blank.]
[The following page is the Signature Page to this Agreement.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

CEQUEL III PROGRAMMING, LLC

By: Patricia L. McCaskill
Patricia L. McCaskill
Senior Vice President Programming

The foregoing constitutes a mutually satisfactory basis for proceeding as described above.

SAINTE PARTNERS II, L.P.

By: 
Print: Douglas L. Holroyd
Title: General Manager / Acquisitions Executive