Sainte Partners II L.P.

RETRANSMISSION CONSENT AGREEMENT

THIS RETRANSMISSION CONSENT AGREEMENT (the "Agreement") is made as of the 1st day of January, 2012 ("Effective Date"), by and between WaveDivision Holdings 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 Eureka and Sacramento-Stockton-Modesto Designated Market Areas (the "DMA's") (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 Station KBVU (or any portions thereof) with respect to any or all Systems if KBVU loses its affiliation with Fox Television Network and/or KVIQ loses affiliation with the CBS Television Network; (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; (c) if a compulsory license for retransmission of the Analog or Digital Signals is no longer available to Operator; or; (d) in the event that Operator no longer owns or manages a System.

3. Additional Systems. Operator shall have the right, but not the obligation, 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 an Analog or Digital Signal (each an "Additional System") in the same D.M.A. as such Station. 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 KBVU primary signal, KVIQ primary signal as well as the right, but not the obligation, to carry the KEMY primary signal and any, and all, KBVU and KVIQ subcarriers., 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. . Operator will have the right to carry KCSO-HD when bandwidth allows and at Operator's sole and absolute discretion and the right, but not the obligation to carry any, and all, KCSO subcarriers.. This direct license authorizes Operator to retransmit the KBVU primary signal, and KVIQ primary signal and 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 who is technically able to receive such Digital or Analog Signal (a "Subscriber").

(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 may terminate this Agreement with respect to such Analog/Digital Station without incurring further liability hereunder. 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.

(d) Operator agrees to carry the KBVU and KVIQ signals in the basic tier of the respective Systems normally reserved for must carry stations. KCSO 33.2 "ME TV" will be carried in in the Sacramento-Stockton-Modesto D.M.A. in standard definition, digital format.

5. Delivery. Operator agrees to arrange satellite delivery of KBVU and KVIQ and KEMY (MYTV) to the Garberville head end at operator's expense. KCSO 33.2 "ME TV" will be delivered via existing technology to the Sacramento-Stockton-Modesto D.M.A. head end(s).

6. License Fees. As full and complete compensation for Operator's right to distribute Stations KBVU and KVIQ (including in both standard definition and HDTV format) for as long as KBVU is affiliated with the FOX network and KVIQ is affiliated with the CBS Network, Operator shall pay to Licensee, on a monthly basis no more than sixty (60) days after the end of each month, a "License Fee" per each station KBVU and KVIQ as follows per each Subscriber whom Operator authorizes to view KBVU and KVIQ in the Eureka Local Territory for such month:

KBVU:

Period	License Fee
Effective Date through 12-31-12	$0.25
1-01-13 through 12-31-13	$0.30
1-01-14 through 12-31-14	$0.35

KVIQ:

Period	License Fee
Effective Date through 12-31-12	$0.00
1-01-13 through 12-31-13	$0.00
1-01-14 through 12-31-14	$0.00

Operator shall not pay or owe any license fees or other form of compensation to Licensee for the retransmission rights granted hereunder for any other Station other than KBVU.

License Fee payment made to Licensee shall be calculated on the basis of the average number of Subscribers receiving the Analog and/or Digital Signals of Station KBVU 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). If a multiple dwelling unit ("MDU") or other establishment receives an Analog/Digital Station from a System on a bulk billing basis, the number of Subscribers in the MDU or establishment will be calculated as (i) the monthly bulk rate Operator charges the MDU or establishment for the level of service provided, divided by (ii) the

monthly rate Operator charges individual Subscribers to the applicable System for the

same level of service. For purposes of calculating the License Fee, "Subscribers" will not include (i) full-time employees of a System not charged for the Broadcast Signal; (ii) non-residential locations for which Operator is required by franchise to provide the Analog/Digital Station and certain other television programming services at no charge, and (iii) specific locations at which Operator is merely monitoring its System. A statement showing such calculation of the License Fees due in respect of such Subscribers shall be provided by Operator with each License Fee payment to Licensee. Payments for all Stations shall be sent to Licensee at the address set forth in Section 12, and no License Fees shall be payable by Operator until Licensee has provided its federal taxpayer identification number and a contact person for receipt of payments.

Operator's payment obligation for the carriage of the Analog and Digital Signals hereunder may be suspended by Operator if Operator cannot receive a "good quality" signal (as such term is defined by the FCC) until the quality of the Analog and/or Digital Signals is cured.

7. Operator will endeavor to delete the out of market FOX station KTVU currently on Operator's system in the Eureka D.M.A. by February 1st 2012, and shall remove the out of market station no later than March 15th 2012 hereby honoring the Market Network Exclusivity awarded by the FOX network to KBVU as part of its affiliation agreement.

8. At such time that Licensee begins producing video-on-demand (VOD) programming, Licensee shall make available all VOD programming to Operator. The VOD programming shall contain all programming to which Licensee has VOD rights. Operator shall have the right to locally encode any locally-produced programming to provide to VOD-enabled subscribers. Licensee shall offer the VOD programming to Operator in a digital format consistent with Operator's VOD platform requirements.

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

Sainte Partners II L.P.

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

WaveDivision Holdings, LLC

By: _____

Name: Jim Penney

Title: Executive Vice President

Sainte Partners, II, L.P.

By: _____

Name: Rob Castro

Title: CEO/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, 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, 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 substantially all of the assets of 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, war, riot 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, sha ll 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:	Wave Division Holdings LLC 401 Kirkland Parkplace, Suite 500 Kirkland WA 98033 Attention: Steve Weed/Jim Penney
To Licensee:	Sainte Partners II L.P. 300 Main Street Chico, California 95928 Attention: Rob Castro, CEO/General Manager

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; (d) to any potential purchaser of all or substantially all of the assets of a System(s); or (e) to enforce the parties' obligations hereunder. For the elimination of doubt, a disclosure of aggregate information related to this Agreement and other similar agreements but not specific to this Agreement alone is not considered confidential information hereunder. Therefore, the disclosure restrictions set forth in this Paragraph 12 do not apply to such aggregate information disclosures. 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 Operator's West Sacramento and Rocklin/Auburn line-ups upon delivery of a "good quality signal" (as defined by the FCC) to Operator's West Sacramento and /or Rocklin/Auburn head ends..

Station denoted with "**" will be added to Operator's Garberville line-up upon delivery of a "good quality signal" (as defined by the FCC) to the available satellite carrier for distribution to Operator's Garberville head end.

Station	Cable Ch	Off-Air Ch.	Network Affiliation
KBVU	2	28.1 dt	FOX
KVIQ	6	17.1	CBS
KCSO.2*		33.2	ME TV
KEMY**			My Network TV