AMENDMENT NO. 1
to
RETRANSMISSION CONSENT AGREEMENT

This Amendment No. 1 to Retransmission Consent Agreement (this "**Amendment**") is entered into this 26 day of December, 2012, to be effective on January 1, 2013, by and between Comcast Cable Communications, LLC, on behalf of one or more of its affiliated entities ("**Operator**"), and Communications Corporation of America, Inc. ("**CCA**"), on behalf of each licensee (each, a "**Licensee**") of the broadcast television stations as set forth on Attachment A to that certain Retransmission Consent Agreement, dated as of January 1, 2009, between Operator and CCA (the "**Agreement**").

WHEREAS, CCA and Operator desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1 of the Agreement is deleted in its entirety and replaced with the following:

> "1. Term. The "**Term**" of this Agreement shall commence as of the Effective Date and continue through December 31, 2015, unless earlier terminated in accordance with the provisions of this Agreement."

2. Section 3(a) of the Agreement is deleted in its entirety and replaced with the following:

> "(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, CCA hereby grants to Operator and Operator hereby accepts the non-exclusive right and license during the Term (i) to retransmit each of the DTV Signals over each System that is located within the pertinent Station's DMA and (ii) with respect to any Out-Market Systems, to retransmit each DTV Signal that Operator was retransmitting as of December 31, 2012, on such Out-Market System(s) (the Systems, and Out-Market Systems referenced in subsclauses (i) and (ii) are as set forth on Attachment B, which may be amended from time to time in accordance with this Agreement to include Additional Systems). Notwithstanding anything to the contrary contained herein, a Station(s) may withdraw retransmission consent for any Out-Market System that retransmits such Station's Signal (or any portion(s) thereof) if such Station(s) (x) is required to do so under the terms of such Station's Big 4 Network affiliation agreement, as may be applicable, and (y) also withdraws retransmission consent uniformly from all other distributors with respect to such Station's Signal in the same geographic area as such Out-Market System(s)."

3. Section 3(b) of the Agreement is amended by adding the following sentence to the end of such section:

> "For purposes of this Agreement, a "**Big 4 Network**" shall mean the primary

programming service of the ABC, CBS, NBC, or Fox national television broadcast network, and a "**Big 6 Network**" shall mean the primary programming service of the ABC, CBS, NBC, Fox, CW, or MyNetworkTV national television broadcast network."

4. Section 3(c)(iii) of the Agreement is deleted in its' entirety and replaced with the following:

"In DMAs of Stations where Operator owns or manages Systems serving no less than forty-percent (40%) of all cable television subscribers in such DMA, Operator shall receive (A) two (2) thirty-second (:30) local advertising availability per three (3) hour period within each Station's Multicast(s) retransmitted by the applicable System(s) as of the execution date of this Amendment, and (B) one (1) thirty-second (:30) local advertising availability per hour within each Station's Multicast(s) retransmitted by a System after the execution date of this Amendment (excluding for the purposes of subclauses (i) and (ii), any Multicasts affiliated with a Big 6 Network and any Multicast(s) which does not include local advertising/promotion availabilities for such Station) ("**Local Avails**"). Such Local Avails may be utilized by Operator to promote Operator, Operator's offerings, and/or the services of any Operator company and may not be utilized for sale to any third-party advertisers. Operator and the Systems shall bear full responsibility and cost for producing promotional messages to be utilized in the Local Avails and for delivering such promotional messages to the pertinent Station(s) on a timely basis and in a broadcast-ready state. The advertising spots to be contained within the Local Avails shall be consistent with the Station's then current advertising policies and guidelines (including any policies or guidelines prohibiting the promotion of any competing networks or television programs, as may be applicable). Operator shall forfeit any unused Local Avails at the conclusion of each broadcast day."

5. The following is added to the Agreement as Section 3(c)(iv):

"(iv) In the event a Big 4 Station transmits a Qualifying Multicast that is the exclusive primary affiliate in such Station's DMA of the primary programming service of a Big 4 Network other than such Station's Big 4 Network (such Qualifying Multicast, a "**Big 4 Multicast**"), then, beginning on January 1, 2013 and for so long as such Qualifying Multicast is a Big 4 Multicast, such Big 4 Multicast shall be accorded the status of the Big 4 Station's Primary Signal under this Agreement with respect to payment of a Fee and Primary Signal carriage obligations (*e.g.*, format and channel position), as may be applicable. To the extent a Big 4 Multicast is not provided by a Station in HDTV (whether transmitted over-the-air or via a direct feed at the Station's sole expense), then notwithstanding anything to the contrary contained herein, the applicable Fee for such Station's Big 4 Multicast Signal shall be fifty-percent (50%) of the then-applicable Fee until such time, if ever, such Station provides its Big 4 Multicast in HDTV to Operator, in which case the Fee shall then be equal to one-hundred percent (100%) of the then-applicable Fee. Throughout the remainder of the Term, Operator shall continue to maintain all direct fiber feeds for any Digital Stations that Operator was maintaining on December 1, 2012; provided, however, that Operator shall no longer be obligated to provide any

such direct fiber feed to the extent there is any material change in circumstances with respect to such direct fiber feed (*e.g.*, Station relocation, System/headend relocation, technology change, natural disaster, cessation of right of way, material expense increase for Operator to maintain such connectivity)."

6. Effective as of January 1, 2013, Section 5(a) of the Agreement is deleted in its entirety and replaced with the following:

(a) Fee. As consideration for Operator's right to distribute the Signals of the Stations, Operator shall pay to CCA, on a monthly basis, no later than forty-five (45) days after the end of each month, a fee ("**Fee**") as follows for each Operator subscriber intentionally authorized and enabled by Operator to receive, and does actually receive, through the applicable Systems a Program Transport Stream that is affiliated with a Big 4 Network (each such Operator subscriber, a "**Signal Subscriber**") during any given monthly period. Signal Subscribers shall not include (i) subscribers who are not required by Operator to pay for the level or tier of service on which the Station's Primary Signal is retransmitted (*e.g.*, gratis, public officials, employees), and (ii) subscribers who have not paid the amount that they are required to pay for the level or tier of service on which the Station's Primary Signal is retransmitted and who subsequently have distribution to them of such level or tier of service terminated for non-payment. The Fee per Signal Subscriber for each calendar year of the Term shall be as follows, pro-rated for any partial month:

(i) From January 1, 2013 through December 31, 2013: $0.80;
(ii) From January 1, 2014 through December 31, 2014: $0.90; and
(iii) From January 1, 2015 through December 31, 2015: $1.00.

For purposes of calculating the Fee, any Signal Subscriber that receives more than one Program Transport Stream that is the primary affiliate for a Big 4 Network shall be treated separately with respect to each such Program Transport Stream. For example, if a Station's HDTV Simulcast Signal is affiliated with the NBC Network and it also has a Big 4 Multicast, Operator shall pay a separate Fee with respect to each of the HDTV Simulcast Signal and the Big 4 Multicast. For avoidance of doubt, Operator shall pay the applicable Fee on each unique Signal Subscriber receiving the particular Program Transport Stream, regardless of format(s) (*i.e.*, HDTV, analog, and/or SDTV) in such System.

7. Section 5(d) is deleted in its entirety and replaced with the following:

"(d) Non-Discriminatory Treatment. CCA, Licensees and/or Stations agree that if during the Term (including any extension or renewal hereof) it places into effect with any distributor that retransmits (i) a Station's Signal (or any portions thereof); (ii) the signals (or any portions thereof) of any station(s) included under the Retransmission Consent Agreements, each as amended, between Comcast and White Knight Broadcasting, Inc., Granite Broadcasting Corporation, and Malara Broadcast Group (referred to collectively as the "**CCA Affiliates**"), respectively; and/or (iii) any combinations of the Signals and/or signals referenced in the preceding subsections (i) and (ii), (each a "**Distributor(s)**"), a provision whereby such Distributor is entitled to

the most favorable economic provisions granted by CCA, Licensees, Stations and/or CCA Affiliates to any other Distributor (such provision, a "**Most Favored Nation Provision**"), CCA, Licensee and/or Station will promptly provide notice to Operator of, and unconditionally offer to Operator, such Most Favored Nation Provision. For the sake of clarity, a Most Favored Nation Provision may apply to one or more of the economic terms of an agreement between CCA, Licensee, Station and/or CCA Affiliates and a Distributor, including but not limited to, subscriber fees and the net effective rate per subscriber receiving the Station's Signal; marketing or advertising support or reimbursements; any other support, credits, or rebates, whether given directly or indirectly to such Distributor; and any other material economic term, provision, covenant, consideration or obligation."

8. Section 5(e) is deleted in entirety and replaced with the following:

"(e) New Media.

(i) For purposes of this Agreement, the following definitions shall apply:

A. "**Authenticated Subscribers**" means any Signal Subscriber authorized by Operator to receive the Station's Primary Signal in a manner consistent with Operator's authentication of subscribers receiving similarly situated broadcast television stations' signals via Online Technology.

B. "**Broadband Feed**" means any linear Program Transport Stream (or any television program(s) therein distributed substantially in its entirety) distributed via Online Technology.

C. "**Online Technology**" means any distribution system that utilizes TCP/IP or any packet switched network and explicitly excludes any IPTV delivery that is dependent upon facilities-based distribution (*e.g.*, AT&T U-verse).

To the extent that CCA, any Licensee or any Station (x) grants the right to, or permits, a third party to distribute a Broadband Feed via Online Technology or (y) directly distributes via Online Technology a Broadband Feed that contains (A) a material portion (*i.e.*, averaging more than thirty-three percent (33%)) of the total hours of regularly-scheduled programming broadcast during a Program Transport Stream's daily programming schedule, or (B) any network programming broadcast on a Program Transport Stream during "prime time" (*i.e.*, between the hours of 8:00pm (7:00pm Sunday) and 11:00pm in the prevailing time zone), then CCA, Licensee and/or such Station shall promptly provide Operator with written notice thereof, and shall grant to Operator, on the same technical and operational terms and conditions (*e.g.*, permitted DRMs, file/feed specifications, geographic restrictions, etc.), the royalty-free, non-exclusive right and license, but not the obligation, to distribute via Online Technology such Broadband Feed(s), subject to CCA's, Licensee's or the Station's rights, responsibilities, and limitations, if any (as granted to CCA, Licensee or such Station(s) by the applicable rights holder and interpreted on a non-discriminatory basis to Operator when compared to CCA, such Licensee, and/or such Station, and all other Station-authorized distributors (as may be

applicable)), on a no cost basis to Operator for Operator's distribution to Authenticated Subscribers only. Any distribution by Operator of a Broadband Feed shall be in its entirety (including any embedded commercials) without material alteration, deletion, or addition, except (1) as may be technically reasonably necessary for distribution via the Online Technology and as performed in a nondiscriminatory manner (*e.g.*, regional or syndicated blackout information) or (2) as permitted by Station for such other distributor.

(ii) If any other distributor has separately obtained the right to distribute the Broadband Feed(s) (or portion(s) thereof) via Online Technology from a third-party rights holder ("**Separately Licensed Programming**"), CCA, the Licensee, and/or the Station shall not be deemed to have granted or permitted such third party to distribute such Separately Licensed Programming, and CCA, the Licensee, and/or the Station shall have no obligation to provide a license to Operator to distribute such Separately Licensed Programming; provided, that, if any of CCA, the Licensee, and/or the Station also has the right to grant distribution of the Separately Licensed Programming via Online Technology, then, CCA, the Licensee, and/or the Station shall grant Operator such rights as set forth in this Section 5(f).

(iii) Notwithstanding anything to the contrary in this Agreement, CCA, Licensee, and/or the applicable Station(s) hereby grants to Operator a royalty-free, non-exclusive right and license (but Operator does not assume the obligation) to use and exercise any rights necessary to distribute any programming provided to Operator by CCA, any Licensee or any Station(s) for distribution on a VOD basis hereunder during its available window to Authenticated Subscribers only via Online Technology, subject to CCA's, Licensee's and/or such Station's rights for distribution of such programming via Online Technology (which rights shall be applied on a non-discriminatory basis). Any delivery of such programming shall be in its entirety (including any embedded commercials) without material alteration, deletion, or addition, except as may be technically reasonably necessary for distribution via the Online Technology and as performed in a nondiscriminatory manner (*e.g.*, regional or syndicated blackout information).

(iv) If in accordance with this Section 5(e), CCA, any Licensee or any Station grants the rights to Operator to distribute content via Online Technology, then upon Operator's request, the applicable Station shall deliver such content to Operator in compliance with Operator's then generally-applied technical specifications and make available any metadata or other information reasonably necessary for Operator to deliver such content to users (*e.g.*, regional or syndicated blackout information for bona fide rights issues and additional information necessary to communicate such blackouts for bona fide rights issues to users); provided, that, CCA, Licensee(s) or Station(s) compliance with such requirements does not impose a material incremental cost upon CCA, Licensee(s) or Station(s), in which case, Operator may, at its option, pay such material incremental cost for delivery of such content to Operator (it being agreed by the parties that Operator shall be required to pay such material incremental costs only if (1) Operator is then distributing a Broadband Feed, and (2) other distributors, if any, also agree to pay such costs). In no event shall CCA, Licensee, or the Station be obligated to pay any such material incremental

costs. Notwithstanding anything to the contrary herein, to the extent that CCA, Licensee(s) or Station(s) has granted Operator the right to distribute content via Online Technology, Operator shall, at Operator's sole option, have the right to real-time encode such content for distribution in accordance with this Section 5(f), at Operator's sole cost and expense; provided, that, CCA, Licensee(s) and/or Station(s) shall continue to deliver to Operator in accordance with this subparagraph, at Operator's request, any metadata or other information reasonably necessary for Operator to deliver the Broadband Feed(s) to users.

(v) Operator agrees not to charge a discrete, incremental fee to Operator's end users specifically for the receipt of the Broadband Feed as contemplated in this Section 5(f). If CCA, any Licensee(s) or any Station(s) permits the distribution of, provides, or agrees to provide any other party with, any content for distribution via Online Technology for a discrete, incremental fee to the end user, notwithstanding anything to the contrary in this Section 5(f), CCA shall promptly notify Operator and offer Operator the right to distribute such content via Online Technology for such discrete, incremental fee to the end user, subject only to Operator's compliance with directly related and logically linked economic terms and conditions (*i.e.*, revenue splits and/or minimum payments)."

9. Section 12 of the General Terms and Conditions of the Agreement is deleted in its entirety and replaced with the following:

"12. Confidentiality. None of Operator, CCA, any Licensee or any Station shall disclose to any third party (other than its respective employees, attorneys, accountants, etc., in their capacity as such) (i) the terms of this Agreement (other than its existence and its expiration date, no more than sixty (60) days prior to expiration) (ii) any confidential information provided by one party hereto to another party hereto, or (iii) any confidential business information concerning a party hereto derived in the course of performance, including, but not limited to, any information relating to identification of Signal Subscribers or financial material ((i), (ii), and (iii) hereunder "**Confidential Information**"), except: (a) to the extent necessary to comply with law or the valid order of a court or agency of competent jurisdiction, and to submit reports and disclosure as may be required by the rules of any exchange or market on which Operator's or CCA's (or their successors') securities are traded (provided, that the disclosed materials are redacted to the most reasonable extent possible permitted by law, in the redacting party's good-faith judgment); (b) as part of its normal reporting to, or review procedure of, its parent company, its auditors, its attorneys, and its authorized agents, potential or active lenders, potential investors, potential acquirers of the Station(s) or System(s), or the Big 4 Network with which such Station is affiliated (such network, the "**Affiliate's Network**"), provided that (1) such parent company, auditors, attorneys, authorized agents, potential or active lenders, potential investors, potential acquirers of the Station(s) or System(s), and Affiliate's Network agree to be bound by the provisions of this Section and further agree to be bound by a non-disclosure agreement that is at least as restrictive as the provisions of this Section, and (2) with respect to any

disclosure of Confidential Information to an Affiliate's Network, such disclosure shall (x) only occur upon ten (10) business days' prior written notice to Operator ("**Disclosure Notice**"); (y) in all cases be limited to disclosure of Fees, along with all other subscriber fees and/or other financial consideration provided to the applicable Station, in the aggregate, by all distributors of such Station's Signal, without directly or indirectly identifying Operator; and (z) require disclosure by CCA in the Disclosure Notice of all sections of any agreement between CCA, Licensee, and/or Station and Affiliate's Network directly related to the required disclosure by CCA, Licensee, and/or a Station of the fee-related Confidential Information; provided, that, the actual fee payments, or percentages, or other sensitive information related thereto may be redacted in the Disclosure Notice by CCA in its reasonable discretion; (c) in order to enforce its rights pursuant to this Agreement; and (d) otherwise, if mutually agreed by Operator and CCA in writing. This Section 12 shall survive the termination or expiration of this Agreement."

10. Attachment A of the Agreement is deleted in its entirety and replaced with the Attachment A attached hereto.

11. Attachment B of the Agreement is deleted in its entirety and replaced with the Attachment B attached hereto.

12. No further amendment, modification or change to the Agreement or this Amendment shall be deemed effective or binding on either party unless reduced to writing and signed by the parties hereto. This Amendment sets forth the entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes all contemporaneous and prior understandings and communications between the parties, oral or written, relating to the subject matter hereof.

13. Unless otherwise defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. To the extent of any conflicts between the terms of this Amendment and the Agreement, this Amendment shall control. Except as amended herein, all of the terms of the Agreement shall remain in full force and effect. In connection with Operator's acquisition of a majority interest in NBC Universal (such acquisition, the "**NBCU Transaction**"), Operator hereby agrees not to enforce any portion(s) of the Agreement as and to the extent required by the Department of Justice's Final Judgment and the FCC's Order relating to the NBCU Transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written:

Comcast Cable Communications, LLC

By _____

Name: Michael Nissenblatt

Title: Senior Vice President Broadcaster Relations

Date: 12-26-12

Communications Corp. of America, Inc.

By _____

Name: Greg Bolanger

Title: Secretary

Date: 12/26/12

ATTACHMENT A

Analog Station	Analog Ch. #	Digital Station	Current Digital Ch. #	Net. Affil.	DMA
KADN-TV	15	KADN-DT	16	FOX	Lafayette, LA
KLAF-LD	46	KLAF-LD	46	MNT	Lafayette, LA
KETK-TV	56	KETK-DT	22	NBC	Tyler-Longview
KMSS-TV	33	KMSS-DT	34	FOX	Shreveport, LA
KPEJ-TV	24	KPEJ-DT	23	FOX	Odessa-Midland, TX
KTSM-TV	9	KTSM-DT	9	NBC	El Paso, TX
KVEO-TV	23	KVEO-DT	24	NBC	Harlingen-Wslaco-Brwnsvll-McAllen
KWKT-TV	44	KWKT-DT	44	FOX	Waco-Temple-Bryan,
KYLE-TV	28	KYLE-DT	28	FOX	Waco-Temple-Bryan
WEVV-TV	44	WEVV-DT	45	CBS/Fox *	Evansville
WGMB-TV	44	WGMB-DT	45	FOX	Baton Rouge
WBRL-CD	21	WBRL-LD	TBD	CW	Baton Rouge
WNTZ-TV	48	WNTZ-DT	49	FOX	Alexandria, LA

(*) Big 4 Multicast

Attachment B

Station	System	St.	Converted Analog Signal	SDTV Signal	HDTV Simulcast Signal	Multicast(s)	
						(Estrella)	
KTSM	Las Cruces	NM	--	9	211	208	
	Hatch	NM	9	--	---	---	--
	Deming *	NM	10	--	---	---	--
						(Fox)	(My)
WEVV	Greenville	KY	10	--	433	15	226
	Tell City	IN	10	--	433	98	226
KMSS	Shreveport	LA	--	8	434/1008	--	--
	North Caddo	LA	8	--	---	--	--

* Out-Market System.