

FIRST AMENDMENT TO RETRANSMISSION CONSENT AGREEMENT

This FIRST AMENDMENT (“**First Amendment**”) to that certain Retransmission Consent Agreement dated as of 11/21/2011 (the “**Agreement**”) by and between Local TV LLC Iowa (“**Broadcaster**”), owner and operator of WHO-TV, Des Moines, Iowa (the “**Station**”), and Northwest Communication and ATC Cablevision (“**Operator**”), is made and effective as of January 1, 2012.

Broadcaster and Operator, intending to be bound legally, agree as follows:

1. The Term of the Agreement is extended from January 1, 2012, through December 31, 2014.
2. Broadcaster consents to the retransmission of the Broadcast Signal for each Station by, and only by, a System that (a) qualifies as a “multichannel video programming distribution system” as defined in Section 602 of the Communications Act of 1934, as amended, and as a “cable system” as defined in 17 U.S.C. Section 111(f), (b) retransmits the Broadcast Signal only to receivers connected directly to the System’s wired infrastructure within the Station’s DMA; and (c) is listed on **Exhibit A** attached hereto, which replaces in its entirety the Exhibit A initially attached to the Agreement. Operator shall have no right or obligation to retransmit any portion of the Broadcast Signal to any receiver to which Broadcaster has not granted consent in the foregoing sentence.
3. During the extended Term, the Rate shall be that set forth in Exhibit A hereto.

This First Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Broadcaster and Operator (in any number of counterparts). Except as modified by the express terms of this First Amendment, all provisions of the Agreement shall remain in full force and effect, and in the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the date first written above.

BROADCASTER

OPERATOR

By: _____

By: _____

Name: Dale R. Woods

Name: Chase W. Cox

Title: WHO-HD General Manager

Title: General Manager

