

**FIRST AMENDMENT TO THE  
PRIVATE COPYRIGHT LICENSE AGREEMENT**

This First Amendment to the Private Copyright License Agreement (this "Amendment") is entered into as of the 31<sup>st</sup> day of December, 2012 (the "Effective Date") by and between New Albany Broadcasting Company, Inc. ("Broadcaster"), successor-in-interest to (i) Greater Louisville Communications, Inc. ("Greater Louisville"), licensee of low-power broadcast television station WKYI (f/k/a W24BW/WYCS-TV) ("WKYI-TV"), and (ii) Dominion Media, Inc. ("Dominion Media"), licensee of low-power broadcast television station WNDA-TV (f/k/a WVHF-IND) ("WNDA-TV") (WKYI-TV and WNDA-TV are each referred to herein as a "Station" and collectively referred to herein as the "Stations"), and Time Warner Cable Enterprises LLC, successor-in-interest to Insight Communications Company, L.P. ("Operator"), on behalf of itself and its affiliated entities that own and/or operate multichannel video program distribution systems. This Amendment amends that certain (A) Private Copyright License Agreement between Greater Louisville and Operator, dated as of January 1, 2009 regarding WKYI-TV (the "WKYI Agreement"), and (B) Private Copyright License Agreement between Dominion Media and Operator, dated as of January 1, 2009 regarding WNDA-TV (the "WNDA-TV Agreement"). (The WKYI Agreement and the WNDA Agreement are individually referred to herein as an "Agreement" and collectively referred to herein as the "Agreements"). All capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in their respective Agreement(s).

In consideration of the mutual benefits conferred upon Broadcaster and Operator, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Broadcaster and Operator, the parties agree to amend the Agreements as follows:

1. Term. Section 2 ("Term") of each Agreement is hereby amended by deleting "December 31, 2012" and replacing it with "December 31, 2013". The following sentence is hereby added to the end of each such Section:

"This Agreement shall automatically renew for successive three- (3-) month periods unless (x) terminated earlier pursuant to the terms herein, or (y) terminated by either Operator or Broadcaster upon no less than three (3) months' prior written notice to the other party (in which case this Agreement shall expire at the end of the next three- (3-) month period)."

For the avoidance of doubt, each Agreement may be terminated separately such that their respective Terms expire on different dates.

2. Analog Signals; Carriage. Broadcaster and Operator each acknowledges that the Analog Signal of the respective Station is no longer being transmitted by such Station. As a result, all references in each Agreement to the Analog Signal are hereby deleted and of no further force and effect, except to the extent that it would customarily survive, such as with respect to the representations, warranties and indemnifications contained in Sections 5 and 8 of each Agreement. Broadcaster further acknowledges that, prior to the Effective Date of this Amendment, Operator has had the requisite consent to retransmit each Station's Signal and

Operator's retransmission of such Signals has been in full compliance with its obligations under the respective Agreements.

3. Notice.

(a) Section 11 ("Notices") of each Agreement is hereby amended by deleting the "Insight Communications Company, L.P." address contained therein and replacing it with the following:

"Time Warner Cable Enterprises LLC  
60 Columbus Circle  
New York, NY 10023  
Attention: Executive Vice President and General Counsel

*WITH A COPY TO:*

Executive Vice President and Chief Video & Content Officer"

(b) Section 11 ("Notices") of each Agreement is also amended by deleting the Station address contained therein and replacing it with the following:

"New Albany Broadcasting Company, Inc.  
410 Mount Tabor Road  
New Albany, IN 47150-2207  
Attention: David B. Smith, Sr., Vice President & Co-Owner"


4. Integration; Conflicting Provisions. This Amendment and each Agreement contain the entire agreement between Broadcaster and Operator with respect to the subject matter thereof. Except as expressly modified by this Amendment, the terms and conditions of each Agreement remain in full force and effect. In the event of a conflict between any term in this Amendment and a term in an Agreement, the term of this Amendment shall govern.

IN WITNESS WHEREOF, Broadcaster and Operator have caused this Amendment to be executed by their duly authorized officers as of the Effective Date.

**NEW ALBANY BROADCASTING  
COMPANY, INC.**

By:   
David B. Smith, Sr.  
Vice President & Co-Owner

**TIME WARNER CABLE  
ENTERPRISES LLC**

By:   
Melinda C. Witmer  
EVP & Chief Video & Content Officer