

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

General Manager  
 Marcus Cable  
 12405 Powerscourt Drive  
 St. Louis, MO 63131

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 B. Received by (Printed Name)  Date of Delivery  
 C. Days of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  
 Registered  
 Insured Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article (Transit) 7009 0960 0000 5408 7524  
 Domestic Return Receipt 102595-02-MF-1540

PS Form 3811, February 2004

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information, visit our website at www.usps.com.

**SAINT LOUIS, MO 63131**

Postage	\$ 00.44
Certified Fee	\$2.35
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 05.59</b>

Postmark: SAINT LOUIS, MO 63102 SEP 9 2011

Sent To: **Marcus Cable**  
 Street, Apt. No., or PO Box No. **12405 Powerscourt Dr**  
 City, State, ZIP+4 **St Louis, MO 63131**

PS Form 3800, August 2006 See Reverse for Instructions

5252 8045 0000 0960 6002

# CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WTVY-TV	DOTHAN, ALABAMA	DOTHAN, ALABAMA
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
36	4.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 9th day of September 2011 via Certified Mail/Return Receipt Requested (Receipt Number 7009-0960-0000-5408-7524) to the following:

Operator: Marcus Cable  
 Address: 12405 Powerscourt Drive  
St. Louis, MO 63131

With respect to all communities within the Station's "television market" (as defined in 47 C.F.R. § 76.55(e)) served by cable systems owned or managed by your company (including those listed in our current retransmission consent agreement and including those listed in EXHIBIT A hereto) between January 1, 2012, and December 31, 2014, the Licensee elects the following status for the primary video stream of the Station's digital signal (licensee to check one box below):

retransmission consent.

mandatory carriage ("must-carry") on the following: (check one):


- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

Further, we hereby notify you of our election not to renew, extend, or roll-over the term of any of retransmission consent agreement that may be in place between our companies at this time. For further information or to request consent to the retransmission of any program stream to which a "must-carry" election does not apply, please contact:

Name: Mike Smith, VP/GM  
 Address: WTVY-TV  
Post Office Box 1089  
Dothan, Alabama 36302

Phone: 334-792-3195  
 Email: mike@wtvy.com

The Licensee provides this Election Notice pursuant to 47 C.F.R. Section 76.64.

Signature:   
 Name/Title: Mike Smith, VP/GM

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WTVY	DOTHAN, AL	GRAY TELEVISION LICENSEE, LLC

Communities in the Station's television market that are covered by the Cable Election Notice to which this Exhibit A is attached:

### COUNTIES AND CITIES:

Coffee Co., AL: Enterprise, Elba, Kinston, Chancellor, Jack

Dale Co., AL: Fort Rucker, Ozark, Daleville, Ariton, Newton, Pinckard, Skipperville,  
Midland City, Level Plains

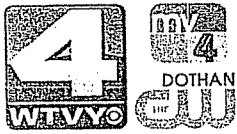
Geneva Co., AL: Geneva, Hartford, Malvern, Samson, Slocomb, Black

Henry Co., AL: Abbeville, Clopton, Headland, Newville, Shorterville

Houston Co., AL: Ashford, Dothan, Columbia, Cottonwood, Rehobeth, Cowarts, Gordon,  
Kinsey, Webb, Pansey, Madrid

Early Co., GA : Blakely, Damascus

Holmes Co., FL: Ponce de Leon, Noma, Westville, Bonifay, Esto



September 9, 2011

PHONE  
334.792.3195

FAX  
334.793.3947

MAIL  
P.O. BOX 1089  
DOTHAN, AL 36302

ADDRESS  
285 N FOSTER ST.  
DOTHAN, AL 36303

ONLINE AT  
WTVY.COM

**Via Certified Mail, Return Receipt Requested**

General Manager  
Marcus Cable  
12405 Powerscourt Drive  
St. Louis, MO 63131

Dear Ladies and Gentlemen:

As you know, WTVY-TV, which is licensed to Gray Television Licensee, LLC, is the primary network affiliate of the CBS Television Network for the Dothan, Alabama television market. Our affiliation agreement expires on December 31, 2014. Recently, we entered into an amendment to our affiliation agreement that protects our station through the term of the agreement against the duplication of CBS network programming from another television station during the period beginning one day before and ending seven days after the delivery the network program. The terms of our network non-duplication rights are set forth in the attachment.

WTVY-TV broadcasts regularly scheduled CBS Television Network programming during the following time periods:

<b>Monday-Friday</b>	1:05 – 5:00 am, 7:00 am - 9:00 am, 10:00 am – 12:00 pm, 12:30 – 3:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:35 pm – 12:35am
<b>Saturday</b>	6:00 – 8:00 am, 9:00a-11:00am, 5:30 – 6:00 pm, 7:00 – 10:00 pm
<b>Sunday</b>	8:00 – 11:00 am, ; 5:30 – 10:00 pm

From time to time, we also broadcast CBS network programs, including news and sports, in additional time slots.

FCC rules prevent local cable systems from carrying the signal of any other television station when such other station broadcasts CBS programming. If your cable system has been honoring our station's network exclusivity rights, we thank you for your cooperation and request that you continue these efforts through the duration of our affiliation agreement. If your cable system has not been honoring our station's rights (for example, by importing out-of-market CBS signals), we hereby assert our right to require your cable system to begin providing program exclusivity at the earliest practical date, but in no event later than sixty days from your receipt of this letter.

Please contact me if you have any questions concerning WTVY-TV.

Sincerely,

Mike Smith  
Vice-President & General Manager

Enclosures: Non-duplication Amendment, Cable Telco Election Notice

MWS/jg



July 25, 2011

Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement ("the Agreement") dated August 11, 1994 as amended, between you and us relating to broadcast station WTVY in Dothan, AL.

This will reiterate and reconfirm the network program non-duplication protection for your station as specified in Paragraph 9 of the Agreement:

"9. Non-Duplication of Network Programs.

(a) For purposes of this paragraph, a television station's "Network Exclusivity Zone" shall mean the zone within thirty-five (35) miles of the station's reference points, or, in the case of a "small market television station," as defined in Section 76.92 of the FCC rules, the zone within 55 miles of said reference points; provided, however, that in no case shall the "Network Exclusivity Zone" include an area within the Designated Market Area ("DMA"), as determined by A.C. Nielsen Company, of another CBS Television Network Affiliate. A station's "reference points" for purposes of this paragraph shall be as defined in Section 73.658(m) of the FCC rules, and shall be deemed to include, with respect to a station in a hyphenated market, the reference points of each named community in that market.

(b) Broadcaster shall be entitled to exercise, within Affiliated Station's Network Exclusivity Zone, the protection against duplication of network programming, as provided by Sections 76.92 through 76.95 and Sections 76.120 through 76.122 of the FCC's rules, with respect to a Network Program during the period beginning one (1) day before and ending seven (7) days after the delivery of such Network Program by CBS to Broadcaster; provided, however, that such right shall apply only to Network Programs broadcast in the live time period as offered or on no more than a one day delay as accepted by CBS; and provided further that nothing herein shall be deemed to preclude CBS from granting to any other broadcast television station licensed to any other community similar network non-duplication rights within that station's Network Exclusivity Zone, and Broadcaster's aforesaid right of network non-duplication shall not apply with respect to the transmission of the programs of another CBS affiliate (current or future) by a "community unit," as that term is defined by the rules of the FCC, located (wholly or partially) within the area in which Broadcaster's Network

Exclusivity Zone overlaps the Network Exclusivity Zone of that other CBS affiliate.

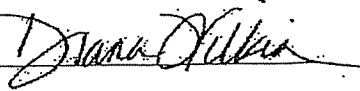
(c) Broadcaster's network non-duplication rights under this paragraph shall be subject to cancellation by CBS on six (6) months written notice to Broadcaster. Any such cancellation by CBS shall not affect any of the other rights and obligations of the parties under this Agreement."

Paragraph 9 of the Agreement is hereby re-confirmed, and all other terms and conditions of the Agreement remain in full force and effect.

Please signify your agreement by signing in the space indicated below and returning one copy of the signed amendment.

Very truly yours,

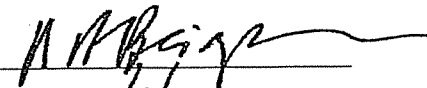
**CBS AFFILIATE RELATIONS**  
a Unit of CBS Corporation

By: 

Date: 7/25/11

AGREED AND ACCEPTED:

**GRAY TELEVISION, INC.**

By: 

Date: 7/6/11