



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 13, 2011

Via Certified Mail, Return Receipt Requested

Bill Jensen, Reg. VP
Mediacom LLC
PO Box 110
Waseca, MN 56093

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 13th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0674 to the following:

Operator: Mediacom LLC
Address: PO Box 110
Waseca, MN 56093

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature: _____
Name/Title: _____

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Brookview Trail Ct., WI
Camp Douglas, WI
Cashton, WI
Chaseburg, WI
Coon Valley, WI
De Soto, WI
Ferryville, WI
Fort McCoy, WI
Gays Mills, WI
Germantown, WI
Greenfield, WI
Hustler, WI
Juneau, WI
La Crosse, WI
La Farge, WI
Mauston, WI
Necedah, WI
New Lisbon, WI
Norwalk, WI
Ontario, WI
Readstown, WI
Soldiers Grove, WI
Stoddard, WI
Town of Shelby, WI
Vernon, WI
Viola, WI
Viroqua, WI
Westby, WI
Wilton, WI
Bloomfield, MN
Brownsville, MN
Caledonia, MN
Canton, MN
Chatfield, MN
Dakota, MN

CABLE-TELCO ELECTION NOTICE

Page 2 of Exhibit A

Dover, MN
Dresbach, MN
Hokah, MN
Houston, MN
Lanesboro, MN
Mabel, MN
New Albin, IA
New Hartford, MN
Peterson, MN
Preston, MN
Rushford, MN
Spring Grove, MN
Springvalley, MN
St. Charles, MN
Florence, MN
Lake City, MN
Lake, MN
Mount Pleasant, MN

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

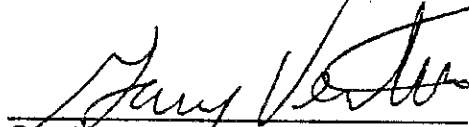
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: NAVE: 200
Title: Sr VP

9/6/11

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 22nd day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0742 to the following:

Operator: Nextgen Communications LLC
 Address: 234 E. Oak Street
 Glenwood City, WI 54013

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):

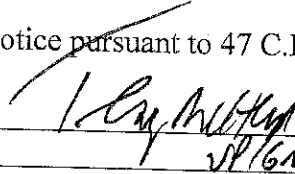
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



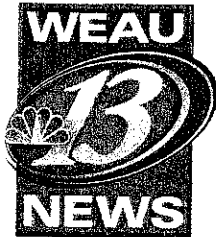
CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Communities in the Eau Claire DMA (tbd)



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

Nextgen Communications, LLC
234 E. Oak Street
Glenwood City, WI 54013

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

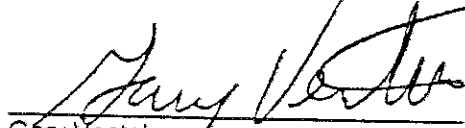
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

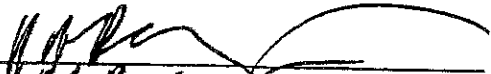
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: NAVEI 220
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Todd Anderson, GM
New Century Communications
2436 East 117th Street
Burnsville, MN 55337

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 13.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0520 to the following:

Operator: New Century Communications
 Address: 2436 East 117th Street
 Burnsville, MN 55337

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):

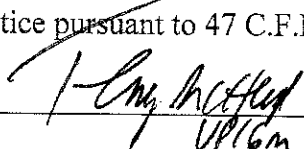
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 VP/Gen

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Granton, WI)

Bancroft, WI

Almond, WI

Clark, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.


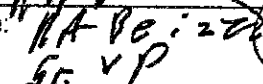
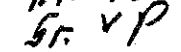
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

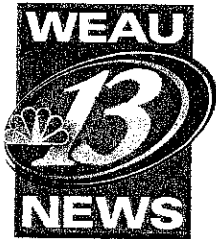


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: 

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Todd Anderson, GM
New Century Communications
2436 East 117th Street
Burnsville, MN 55337

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0513 to the following:

Operator: New Century Communications
 Address: 2436 East 117th Street
 Burnsville, MN 55337

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):

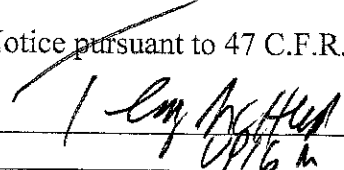
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Rozellville, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.

2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

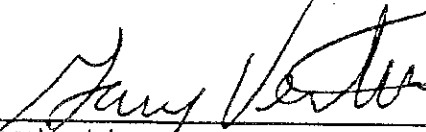
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11

 New Century
Communications

October 10, 2011

Mr. Terry McHugh, General Manager
WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702

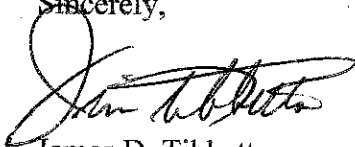
Dear Mr. McHugh,

The purpose of this letter is to inform you that New Century Communications Corporation has ceased operations effective September 30, 2011. As such, New Century Communications will have no need for the Gray Television License.

I am returning the correspondence you forwarded our company regarding the affiliation agreement. The systems listed in your Exhibit A have actually been shut down since August 2008. Please delete them from your system.

Should you have any questions, please contact me at 952-562-8405.

Sincerely,



James D. Tibbetts
Vice President



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Todd Anderson, GM
New Century Communications
2436 East 117th Street
Burnsville, MN 55337

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0520 to the following:

Operator: New Century Communications
Address: 2436 East 117th Street
Burnsville, MN 55337

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):

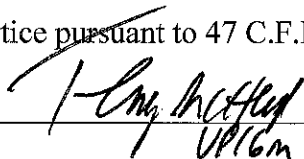
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:





WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**Todd Anderson, GM
New Century Communications
2436 East 117th Street
Burnsville, MN 55337**

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0513 to the following:

Operator: New Century Communications
 Address: 2436 East 117th Street
 Burnsville, MN 55337

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):

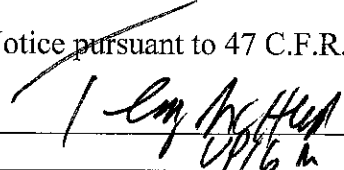
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 09/16/11

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Rozellville, WI

*System shut down
in 2008.*

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.

2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

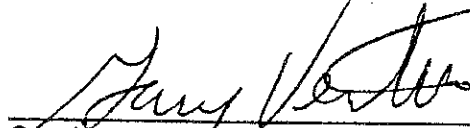
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,


NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: _____
Name: _____
Title: _____


Name: NA Veiz
Title: Sr VP

9/6/11

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Granton, WI)

Bancroft, WI

Almond, WI

Clark, WI

*Systems shut down
in 2008*

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

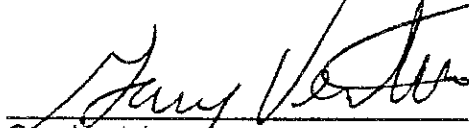
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

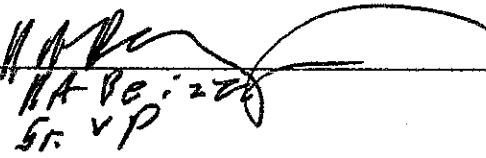
NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice-President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY:
Name:
Title:



HA VE: 276
Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Mike Jensen
Northwest Cmty. Comm. Inc.
120 Birch Street
Amery, WI 54001

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0544 to the following:

Operator: Northwest Cmty. Comm. Inc.
 Address: 120 Birch Street
 Amery, WI 54001

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):

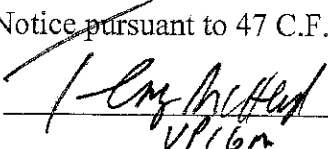
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 VP/Gen

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Amery, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

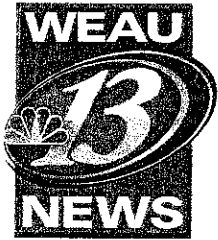


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**John Jamar, GM
Packerland Broadband
PO Box 885
Iron Mountain, MI 49801**

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0551 to the following:

Operator: Packerland Broadband
 Address: PO Box 885
 Iron Mountain, MI 49801

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):

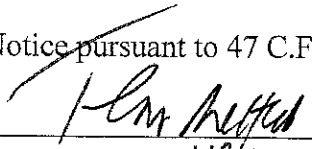
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 VP/GM

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Greenwood, WI)

Clark, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

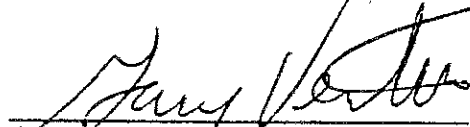
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.


Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

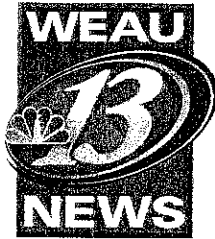


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: NA Ve: 200
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

John Jamar, GM
Packerland Broadband
PO Box 885
Iron Mountain, MI 49801

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0575 to the following:

Operator: Packerland Broadband
 Address: PO Box 885
 Iron Mountain, MI 49801

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):

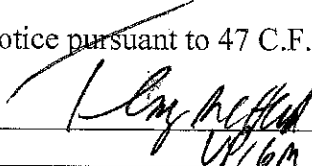
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headends - Fall Creek, WI and Augusta, WI)

Eau Claire

Stetsonville

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

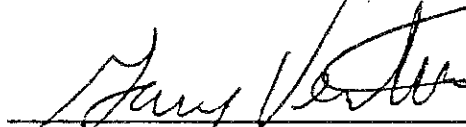
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

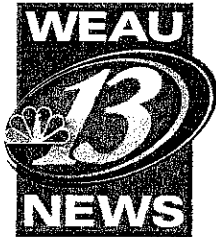
AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 

Name: *NA Be...*

Title: *Sr. VP*

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

John Jamar, GM
Packerland Broadband
PO Box 885
Iron Mountain, MI 49801

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0568 to the following:

Operator: Packerland Broadband
Address: PO Box 885
Iron Mountain, MI 49801

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):

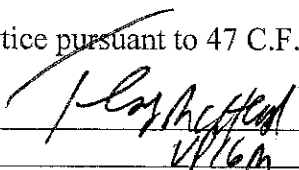
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Hawkins, WI

Rudolph, WI

Junction City, WI

Vesper, WI

Auburndale, WI

Pittsville, WI

Prentice, WI

Rusk, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.


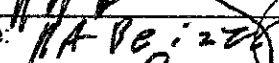
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

John Mess
Price County Telephone Co.
PO Box 108
Phillips, WI 54555

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER-THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0582 to the following:

Operator: Price County Telephone Co.
 Address: PO Box 108
 Phillips, WI 54555

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):

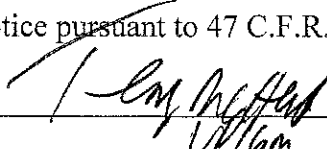
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Phillips, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)
 - (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

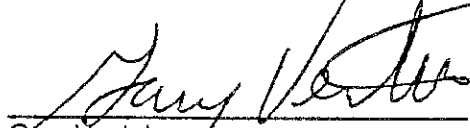
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



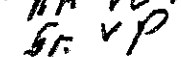
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: 

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Brad Welp, Mgr.
Richland Grant Telecoop-Wes
PO Box 67
Blue River, WI 53518

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0599 to the following:

Operator: Richland Grant Telecoop-Wes
 Address: PO Box 67
 Blue River, WI 53518

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.

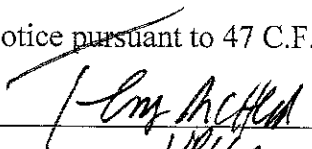
- mandatory carriage ("must-carry") on the following: (check one):
- The Station's PSIP major channel number ("virtual channel").
 - The cable channel on which the Station was carried on July 19, 1985.
 - The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 VP/Gen

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Bell Center, WI)

Crawford, WI

Grant, WI

Richland, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

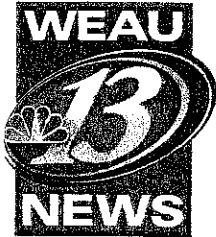


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Dave Scott
S & K TV Systems
508 West Miner Ave.
Ladysmith, WI 54848

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0612 to the following:

Operator: S & K TV Systems
 Address: 508 West Miner Ave.
 Ladysmith, WI 54848

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):

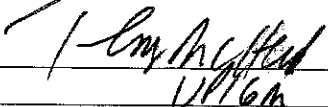
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Head-ends Holcombe, WI and Sheldon)

Birchwood, WI

Radisson, WI

Chippewa, WI

Rusk, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.

2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

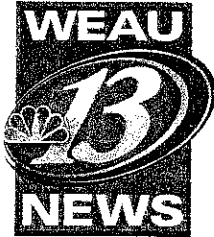


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Dave Scott
S & K TV Systems
508 West Miner Ave.
Ladysmith, WI 54848

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0605 to the following:

Operator: S & K TV Systems
Address: 508 West Miner Ave.
Ladysmith, WI 54848

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):

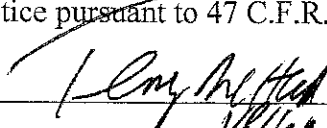
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Gilman, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)
 - (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

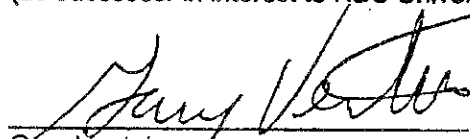
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

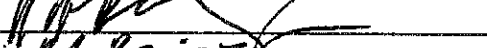

Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

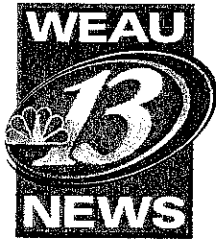


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Sid Sherstad, Manager
Siren Telephone Co.
PO Box 426
Siren, WI 54872

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0636 to the following:

Operator: Siren Telephone Co.
 Address: PO Box 426
 Siren, WI 54872

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):

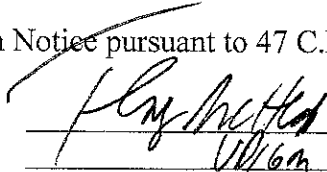
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 TMM
 9/16/11

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Siren, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

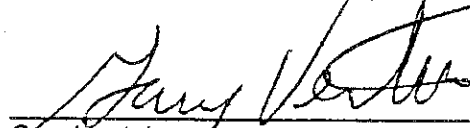
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



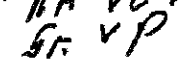
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: 

9/6/11

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DIV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 22nd day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0797 to the following:

Operator: Solarus
 Address: 440 E. Grand Ave.
 Wisconsin Rapids, WI 54494

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):

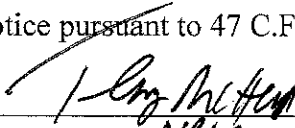
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
 Address: WEAU 13 News
 P.O. Box 47
 Eau Claire, WI 54702
 Phone: 715-835-1313
 Email: terry.mchugh@weau.com

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

Signature:
 Name/Title:



 VP/EM

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Communities in the Eau Claire DMA (tbd)



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

Solarus
440 E. Grand Ave.
Wisconsin Rapids, WI 54494

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

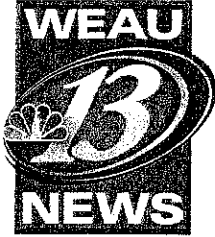
RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station Imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Fred Weir, GM
Tri-County Communications
PO Box 578
Strum, WI 54770

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0643 to the following:

Operator: Tri-County Communications
Address: PO Box 578
Strum, WI 54770

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.

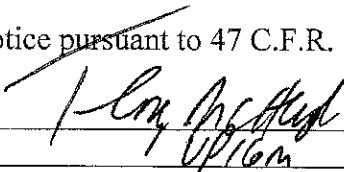
- mandatory carriage ("must-carry") on the following: (check one):
- The Station's PSIP major channel number ("virtual channel").
 - The cable channel on which the Station was carried on July 19, 1985.
 - The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Whitehall, WI)

Clark, WI

Eau Claire, WI

Jackson, WI

Trempealeau, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

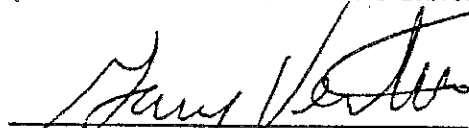
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

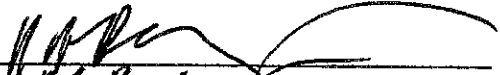

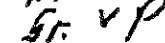
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)

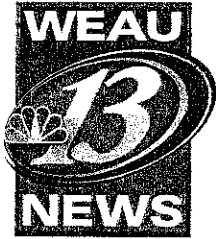


Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: 

9/6/11



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Rod Olson, Mgr.
Vernon Telephone Coop.
PO Box 92
Westby, WI 54667

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0667 to the following:

Operator: Vernon Telephone Coop
Address: PO Box 92
Westby, WI 54667

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.

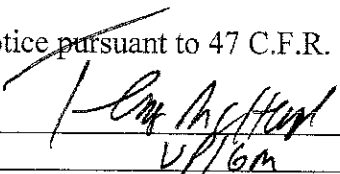
- mandatory carriage ("must-carry") on the following: (check one):
- The Station's PSIP major channel number ("virtual channel").
 - The cable channel on which the Station was carried on July 19, 1985.
 - The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



VP/Gen

CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

(Headend - Genoa, WI)

Crawford, WI

Richland, WI

Vernon, WI

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:
 - (i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b)(ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

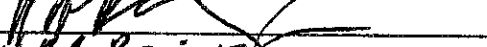
Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: NA Be: 200
Title: Sr. VP

9/6/11

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DIV CHANNEL (OVER-THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 22nd day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0780 to the following:

Operator: Vernon Communications, LLC
Address: 103 N. Main
Westby, WI 54667

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: Terry McHugh, General Manager
Address: WEAU-13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Communities in the Eau Claire DMA (tbd)



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

Vernon Communications, LLC
103 N. Main
Westby, WI 54667

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

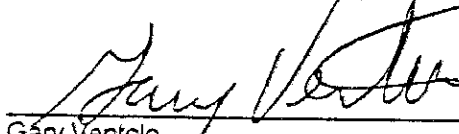
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.



Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: 
Title: Sr. VP

9/6/11

CABLE-TELCO ELECTION NOTICE

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 22nd day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0759 to the following:

Operator: Western WI Communications LLC
dba Tri Communications Co-op
Address: 417 5th Ave. N
Strum, WI 54770

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):

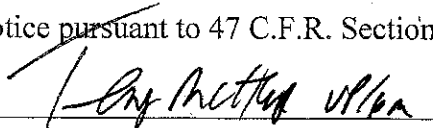
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Terry McHugh, General Manager
Address: WEAU 13 News
P.O. Box 47
Eau Claire, WI 54702
Phone: 715-835-1313
Email: terry.mchugh@weau.com

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

Signature:
Name/Title:



CABLE-TELCO ELECTION NOTICE

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	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:

Communities in the Eau Claire DMA (tbd)



WEAU 13 NEWS

P.O. Box 47 | Eau Claire, WI 54702

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

Western WI Communications LLC
dba Tri Communications Co-op
417 5th Ave. N
Strum, WI 54770

Dear Ladies and Gentlemen:

As you know, WEAU, which is licensed to the Gray Television Licensee, LLC, is the primary network affiliate of the NBC Television Network for the La Crosse/Eau Claire television market. Recently, we entered into an amendment to our affiliation agreement that protects our station against the simultaneous duplication of NBC network programming from another television station through the term of that agreement, which expires on December 31, 2011. The terms of our network non-duplication rights are set forth in the attachment.

WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday	4:30 – 5:00 am, 7:00am – 10:00 am, 11:00am-12pm, 12:30 – 1:30 pm, 5:30 – 6:00pm, 7:00 – 10:00 pm, 10:35 pm – 2:05 am
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

From time to time, we also broadcast NBC 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 NBC 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 NBC 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 WEAU.

Sincerely,

Terry McHugh
General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc.
Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

The following shall constitute an amendment to the television network affiliation agreement (the "Agreement") between the licensee of station WEAU-TV ("Station") and the NBC Television Network, a division of NBCUniversal Media, LLC ("NBC"), effective as of January 1, 2002.

1. During the term of the Agreement, Station shall, by the terms of this amendment, be entitled to invoke protection against the simultaneous duplication of NBC's network programming as carried by Station imported within a radius from Station's designated community of license as defined in Section 73.606 of the Rules of the Federal Communications Commission ("FCC") to the maximum geographic extent from said community of license permitted under the present Sections 76.92 and 73.658(m) of the FCC's Rules and in accordance with the terms and conditions of said Rules.
2. Either party shall have the right to terminate this amendment at any time during the term of the Agreement, by written notice to the other given at least 60 days prior to the effective date of such termination, but only in the event of the following:

(i) Station grants consent to the retransmission of its broadcast signal by any cable television system or, except as provided in subparagraph 2(b) (ii) below, to any other multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, whose carriage of broadcast signals requires retransmission consent, and such cable system or MVPD is located outside the Designated Market Area ("DMA") as defined by Nielsen to which Station was assigned, unless Station's signal is actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC) as of April 1, 1993. In areas in addition to those in which it was "significantly viewed" as of April 1, 1993 ("Additional Viewing Areas"), NBC agrees that it will negotiate in good faith with Station regarding a possible extension of Station's grant of the right to retransmit its broadcast signal to cable systems in the Additional Viewing Areas; or

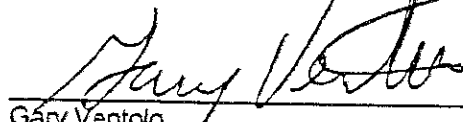
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the United States Code.

Any notice of termination under paragraph 2 hereof given by either party may be withdrawn by such party if, as of the effective date provided therein, the circumstances giving rise to such party's right of termination no longer exist.

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.


Very truly yours,

NBC TELEVISION NETWORK
a division of NBCUniversal Media, LLC
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo
Vice President, Affiliate Relations

AGREED AND ACCEPTED:
Gray Television Group, Inc.

BY: 
Name: NAVE: 220
Title: Sr. VP

9/6/11