

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)

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: Address:

Mediacom LLC

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):

retran	asmission consent.
	atory 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: Email:

715-835-1313

terry.mchugh@weau.com

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

Signature:	
Name/Title:	

Exhibit A

CALE 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

Blooomfield, MN

Brownsville, MN

Caledonia, MN

Canton, MN

Chatfield, MN

Dakota, MN

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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:

And the second second second

Service and the service of

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

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(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.)

Gáry Ventolo

Vice President/ Affiliate Relations.

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AGREED AND ACCEPTED: Gray Television Group, Inc.

Name:

At Veizz

9/6/1.

CALL LETTERS.	COMMUNITY OF LICENSE	DMA TO WHICH NEELSEN MEDIA RESEARCH
WEAU	EAU CLAIRE	ASSIGNED STATION IN 2009-10 NSI 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.
Ψ. Ψ.		COHOCHI.

	mandatory carriage	("must-carry")	on the followin	g: (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:

Vy MUTUA

Exhibit A

WEAU	COMMUNITY OF LICENSE Eau Claire	LICENSEE Gray Television Licensee, LLC
<u> </u>		

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:

A STATE OF THE STATE OF

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 was a second of the second

(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 Line.)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Title: 9/6/1.



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.

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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

7:00 am - 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)

WEAU EAU CLA	ASSIGNED STATIO RE LA CROSSE/EAU (
		JUAIRE
DTV CHANNEL PRIMARY (OVER THE AIR) (VIRTUAL	CHANNEL LICENSEE NAME (CHANNEL, E.G., 15.1)	
38 13.1	GRAY TELEVISION	N 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:

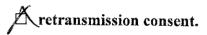
Operator:

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):



manda	atory 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:

The thatfly

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.)

Gáry Ventolo

Vice President, Affiliate Relations.

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:___ Name:

Name: Title: 9/6/1.

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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)

WEAU EAU CLAIRE LA CROSSE/EAU CLAIRE DTV CHANNEL PRIMARY CHANNEL LICENSEE NAME (OVER THE AIR) (VIRTUAL CHANNEL, E.G., 15.1)	DIA RESEARCH
	11051
(UVERTHE AIR) AIR VIRTUAL CHANNEL, E.G., (5.1)	
38 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.

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

- ☐ 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:

Jem Mille

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:

and the second

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.
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(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.

Title:

while a state that randoms Table there,



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)

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)	LIČENSEE 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):



manda	atory 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 7:00 am - 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)

CALLLETTERS	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):
	(, ou une loue , ille.	(OTTOOLE OUTO)

- □ 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:

Exhibit A

CALL LETTERS	COMMUNITY OF L	ICENSE 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

Jupan Short down

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia

NBCUniversal

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

A Committee of the Comm

And the second second

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 an area of the second and areas are a second and areas.

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(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.)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

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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

Aptins shut down

July 25, 2011

NBCUniversal

Gray Television Group, Inc. Atlanta, Georgia

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

A Company of the August Company

The second second second

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

n de la composition Entre y grande de Black de la composition de la composition de la composition de la composition de la composit (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.

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AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Title:

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WEAU 13 NEWS

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

P: 715-835-1313

: 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

7:00 am - 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)

		DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU E.	AU CLAIRE	La Crosse/Eau Claire
	RIMARY CHANNEL /IRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
The state of the s	3.1	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):



□ ı	mandatory	carriage	("must-carry") on the	following:	(check o	ne):
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- □ 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:

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Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	Licenser.
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

NBCUniversal

Gray Television Group, Inc. Atlanta, Georgia

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

and the second second

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

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(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.)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:___ Name:

Title:

9/6/1.



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.

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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)

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIFESEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NS1
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):



	mandatory	carriage	("must-carry") on 1	the follow	ing: (c	check o	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/6M

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.)

Gáry Ventolo

Vice President Affiliate Relations.

AGREED AND ACCEPTED: Gray Television Group, Inc.

Title:

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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)

CALL LETTERS:		DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NS1
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
	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):



	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:

Exhibit A

CALLETTERS	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

NBCUniversal

Gray Television Group, Inc. Atlanta, Georgia

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.

Title:

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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.

Sincerety,

Terry McHugh General Manager

Attachment (Non-duplication Amendment)

CALL LETTERS		DMA 10 WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	La Crosse/Eau Claire
the Patient of the control of the Co	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEF NAME:
38	13.1	GRAY TELEVISION LICENSEE, LLC
36	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):



manda	atory 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:

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

en la companya de la Calenda de la companya (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.)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Title: 9/6/1.

" HALL CARBON THE SHIRLDS FROM THE LAND



WEAU 13 NEWS

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

P: 715-835-1313

· 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 7:0

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)

CALL LETTERS		DMA TO WHICH NIELSEN MEDIA RESEARCH - ASSIGNED STATION IN 2009-10 NST
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
	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:

May Miller

Exhibit A

$\langle \mathbf{C} \rangle$	ALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
	EAU	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

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(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-)

Gáry Ventolo

Vice President Affiliate Relations

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AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: ##

A 80:200

9/6/1.



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 Riyer, 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 7:00 am - 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)

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 t	he follow	ing: (c	check or	ne):
--	-----------	----------	----------------	------	-----------	---------	----------	------

- ☐ 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:

1 Milan

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:

1 1 1

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.
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(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_Ine.)-

Gáry Ventolo

Vice President Affiliate Relations

what could the conduct Extletency

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:___ Name: Title:

C- VP

9/6/1.



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

Sunday

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

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)

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

- In haffer

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:

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:

and the second second

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

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(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.)

Gáry Ventolo

Vice President, Affiliate Relations.

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:___ Name:

Title:

9/6/1.

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WEAU 13 NEWS

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

P: 715-835-1313

: 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 amSunday 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)

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIFLSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
	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:

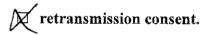
Operator:

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):



	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:

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:

and the second second

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

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(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.)

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Gáry Ventolo

Vice President Affiliate Relations.

website a crisise that randally Problems.

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: //
Title:

Cr VP

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

P: 715-835-1313

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

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
	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:

MINITED WIGHT

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

NBCUniversal

Gray Television Group, Inc. Atlanta, Georgia

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

and the second

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.)

Gáry Ventolo

Vice President, Affiliate Relations.

الرماعي الطوالعوائر تواريط والمعاري والمحاجز والخاور الماروطوس

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY: Name: Title:

+ 1e:200

9/6/1.

CALL LETTERS.	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH & ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
Contract the second	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 or	1e):
--	-----------	----------	----------------	----------	------------	-----------	------

- ☐ The Station's PSIP major channel number ("virtual channel").
- $\hfill\Box$ 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:

1/eng/hitfly

Exhibit A

CAEL LETTERS	COMMUNITY OF LICENSE:	LICENSEE	ı
WEAU	Eau Claire	Gray Television Licensee, LLC	ì
•			

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)

P.O. Box 47 | Eau Claire, WI 54702 September 22, 2011 P: 715-835-1313

F: 715-832-0246

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 7:00 am - 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

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

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(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.)

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Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name:

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and the control of the provider by the that there is



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

WEAU EAU CLAIRE	ASSIGNED STATION IN 2009-10 NSI LA CROSSE/EAU CLAIRE
DTV CHANNEL PRIMARY CHAN (OVER THE AIR) (VIRTUAL CHAN	
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):



mandatory	carriage	("must-carry"	") on	the fe	ollowing: (check	one)):
		(, ~~-		O110 (1115) (OLLO,	,.

- ☐ 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:

I Willem

Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU		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

NBCUniversal

Gray Television Group, Inc. Atlanta, Georgia

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

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(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 Lnc.)

Gáry Ventolo

Vice President, Affiliate Relations.

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Title: 9/6/1.

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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

Saturday

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

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

WEAU EAU CLAIRE LA CROSSE/EAU CLAIRE DTV CHANNEL PRIMARY CHANNEL (OVER THE AIR) (VIRTUAL CHANNEL, E.G., 15.1)	RCH.
38 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 t	he follow	ing: (check one
ш	manuatory	carriage (("must-carry	m) on u	ne iollowi	ing: (check on-

- □ 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/6m

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

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 Jne.)

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Gáry Ventolo

Vice President, Affiliate Relations.

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name:

Title:

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CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NS1
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 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):

	4
retransmission	consent.

mandatory	carriage	("must-carry")	on the	following:	(check	one):
		/ TETALOGO CONTACT	OTT OTTO	TOTTO LITTE	CITOCIZ	

- ☐ 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:

- Cay Mcfly

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)

P.O. Box 47 | Eau Claire, WI 54702 September 22, 2011 P: 715-835-1313

-: 715-832-0246

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.

Sincereff

Terry McHugh General Manager

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

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(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.)

Gáry Ventolo

Vice President, Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Titte: 9/6/1.

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CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
	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
Æ.	retransmission	consent.

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

- By metty Men

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:

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)



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

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

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(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.)

Gáry Ventolo

Vice President, Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name

Title:

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