

## **WEAU 13 NEWS**

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

P: 715-835-1313

: 715-832-0246

September 13, 2011

Via Certified Mail, Return Receipt Requested

David Schroeder, GM Ace Communications Group 207 East Cedar Street Houston, MN 55943

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)

715-835-1313 F· 715-832-0246

Please note the attached revised documents dated September 13, 2011. Please destroy the previous documents. Thank you.

Terry McHugh VP/GM WEAU 13 News

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIEESEN MEDIA RESEARCH & ASSIGNED STATION IN 2009-10 NST
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 13<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0698 to the following:

Operator:

Ace Communications Group

Address:

207 East Cedar Street Houston, MN 55943

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):

retrai	asmission consent.
mand	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 WEAU 13 News

Address:

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

#### REVISED

CALL LETTERS WEAU	<b>COMMUNITY OF LICENSE</b> Eau Claire	LICENSEE 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:

Caledonia, MN

La Crescent, MN

Brownsville, MN

Hokah, MN

Dakota, MN

Eitzen, MN

Houston, MN

Fillmore, MN

Houston, MN

Winona, MN

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

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

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

Very truly yours,

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

Gary Ventolo

Vice President, Affiliate Relations

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AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name: Title:

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## **WEAU 13 NEWS**

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

P: 715-835-1313

F: 715-832-0246

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September 12, 2011

Via Certified Mail, Return Receipt Requested

David Schroeder, GM Ace Communications Group 207 East Cedar Street Houston, MN 55943

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.

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	COMMUNELY OF LICENSE:	DMA TO WHICH NIEUSEN MEDIA RESEARCH
WEAU	EAU CLAIRE	PASSIGNED STATION IN 2009-10 NST LA CROSSE/EAU CLAIRE
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1).	LIGENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0346 to the following:

Operator:

Ace Communications Group

Address:

207 East Cedar Street Houston, MN 55943

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:

1 Cy McHay

#### Exhibit A

CALL LETTERS :- 1	COMMUNITY OF LICENSE	LICENSEL
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:

Houston, MN (headend)

Fillmore, MN

Houston, MN

Winona, MN

ada communities Caledonieu, MN La Crescent, MN Brownsville, MN Hokan, MN Dahota, MN Eitzen, MN

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 22<sup>nd</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0728 to the following:

Operator:

Baldwin Telecom

Address:

930 Maple

Woodville, WI 54028

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):

X	retransmission	consent
-	TANTOTTINOSION	COMSCIII.

- ☐ 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

Phone:

Eau Claire, WI 54702

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)



## **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

Baldwin Telecom 930 Maple Woodville, WI 54028

Dear Ladies and Gentlemen:

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

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

Monday-Friday

4:30 - 5:00 am, 7:00am - 10:00 am, 11:00am-12pm, 12:30 - 1:30 pm,

5:30 - 6:00pm,

7:00 - 10:00 pm, 10:35 pm - 2:05 am

Saturday 7:00am - 12:00 pm, 5:30 - 6:00 pm,

7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am

Sunday

7:00 - 9:00 am, 5:30 - 10:00 pm

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely.

Terry McHugh General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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(li) 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

: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Dan Plante, GM CCI Broadband PO Box 885 Iron, Mountain, MN 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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Monday-Friday

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5:30 - 6:00pm,

7:00 – 10:00 pm, 10:35 pm – 2:05 am

Saturday

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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 NIFLSEN MEDIA RESEARCH
WEAU	EAU CLAIRE	ASSIGNED STATION IN 2009-10 NSI LA CROSSE/EAU CLAIRE
	PRIMARY CHANNEL. (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
20	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0353 to the following:

Operator:

CCI Broadband

Address:

PO Box 885

Iron Mountain, MN 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):

<b>\</b>	retransmission	
Д	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

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	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:

Wonewoc, 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.

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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:

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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 DeMarce, GM Celect Communications, LLC PO Box 189 Spring Valley, WI 54767

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.

 $\ensuremath{WEAU}$  broadcasts regularly scheduled NBC Television Network programming during the following time periods:

Monday-Friday

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5:30 - 6:00pm,

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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

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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.

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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
DTY 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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0360 to the following:

Operator:

Celect Communications, LLC

Address:

PO Box 189

Spring Valley, WI 54767

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):

A	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:

1-cm hetter

### 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 Eau Claire-Pine Edge, WI and Glenwood City, WI)

Eau Claire, WI

St. Croix, 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

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name: Title:

Gr. VP

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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

Mary Gotstein, GM CenturyTel Televideo, Inc. PO Box 126 Casco, WI 54205

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.

Hoy!

Terry McHugh General Manager

Attachment (Non-duplication Amendment)

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

This Cable Election Notice is sent this 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0377 to the following:

Operator:

CenturyTel Televideo, Inc.

Address:

PO Box 126 Casco, WI 54205

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:

My heften

#### Exhibit A

CALL LETT	ERS COMMUNITY OF LIC	ENSE 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-end Thorp, WI)

Clark, WI

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

A Committee of 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

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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.

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 13, 2011

Via Certified Mail, Return Receipt Requested

Mike Hill Charter Communications 1201 McCann Drive Altoona, WI 54720

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 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEL 2. (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 13<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0711 to the following:

Operator:

Charter Communications

Address:

1201 McCann Drive Altoona, WI 54720

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:	

#### Exhibit A

ON SEC	CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE	
	WEAU	Eau Claire	Gray Television Licensee, LLC	l
L				

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

Adams, WI

Athens, WI

Marshfield, WI

Medford, WI

Abbotsford, WI

Spencer, WI

Stevens Point, WI

Unity, WI

Wisconsin Rapids, WI

Dresser, WI

Altura, MN

Barron, WI

Boyd/Cadott, WI

Cornell, WI

Eau Claire, WI

Fountain City, WI

La Crescent, MN

Long Lake, WI

Menomonie, WI

Onalaska, WI

Rice Lake, WI

Spooner, WI

Stockton, MN

Winona, MN

Hayward, WI

Ladysmith, WI

July 25, 2011

Gray Television Group, Inc.

RE: WEAU-TV (Eau Claire, Wisconsin)

**NBCUniversal** 

Ladies and Gentlemen:

Atlanta, Georgia

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 seco

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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: Title:

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r og for state og fræmlike fredskilgere. Seden og silvar til en fræmlike fredskilgere.

WEAU EAU CLAIRE LA CROSSE/EAU CLAIRE  DTV CHANNEL PRIMARY CHANNEL LICENSEE NAME (Over the Air) (Virtual Channel, e.g., 15.1)	H
38 GRAY TELEVISION LICENSEE, LLC	

This Cable Election Notice is sent this 22<sup>nd</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0773 to the following:

Operator:

Cheqtel Communications

Address:

43705 US Hwy. 63 Cable, WI 54821

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
-	i vii ausiiiissivii	COMSCHE.

	mandatory	carriage	("must-	carry")	on the	e 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

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/Accopy

#### Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE	I
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

Cheqtel Communications 43705 US Hwy. 63 Cable, WI 54821

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

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia

**NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlement

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 shalf 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.

BY:\_\_\_ Name:

vp:228

9/6/1.



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 Carter, GM Chequamegon Telephone Coop PO Box 67 Cable, WI 54821

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.

 $\ensuremath{WEAU}$  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
DTV CHANNELS (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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0384 to the following:

Operator:

Chequamegon Telephone Coop

Address:

PO Box 67 Cable, WI 54821

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 carri	age ("must-carr	<b>y")</b> o	n 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:

1 - Contheffer

#### 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:

Iron River, WI (head-end)

Cable, WI (head-end)

Hayward, WI (head-end)

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.

Name:

Title:

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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

Rick Vergin, CEO Chibardun Cable PO Box 664 Cameron, WI 54822

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

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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0391 to the following:

Operator:

Chibardun Cable

Address:

PO Box 664

Cameron, WI 54822

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):

X	retransmission	consent.

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

1-ling the they

#### Exhibit A

CALLLETTERS	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:

Dallas, WI (head-end)

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.

BY:\_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title:

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9/6/1.



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

Christy Berger, Pres/Mgr. Chippewa Valley Cable Inc. PO Box 228 Durand, WI 54736

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

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

Saturday

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

CALL LETTERS		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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0407 to the following:

Operator:

Chippewa Valley Cable Inc.

Address:

PO Box 228

Durand, WI 54736

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:

Tem /h (Helf

#### 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:

(Head-end Arkansaw, WI)

Buffalo, WI

Pepin, WI

Pierce, 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: Title:

MAVE: 20

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

P: 715-835-1313

F: 715-832-0246

Section 3013/11

September 12, 2011

Via Certified Mail, Return Receipt Requested

Randy Kubarski, President Community Antenna Systems 1010 Lake Street Hillsboro, WI 54634

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

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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0414 to the following:

Operator:

Community Antenna Systems

Address:

1010 Lake Street Hillsboro, WI 54634

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:

#### Exhibit A

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

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

(Headends Kendall, WI and Elroy, WI) Monroe, WI

Hills bord with



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

Randy Kubarski, President Community Antenna Systems 1010 Lake Street Hillsboro, WI 54634

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

P: 715-835-1313 F: 715-832-0246

Please note the attached revised documents dated September 13, 2011. Please destroy the previous documents. Thank you.

Terry McHugh VP/GM WEAU 13 News

CALL LETTERS		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 13<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0704 to the following:

Operator:

Community Antenna Systems

Address:

1010 Lake Street Hillsboro, WI 54634

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:	

#### Exhibit A

#### REVISION

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:

Kendall, WI

Elroy, WI

Hillsboro, WI

Monroe, WI

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

A REST FRANCE

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.)

Gary Ventolo

Vice President, Affiliate Relations

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AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name:

Title:

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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

Lenord Leis, GM Coon Valley Telecommunications PO Box 398 Coon Valley, WI 54623

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

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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0421 to the following:

Operator:

Coon Valley Telecommunications

Address:

PO Box 398

Coon Valley, WI 54623

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 t	he follo	wing: (	(check o	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:

In hoffly

#### Exhibit A

CALL LETTERS 182	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-end Coon Valley, WI)

Vernon, WI

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

#### Ladies and Gentlemen:

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

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

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

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

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

Very truly yours,

NBC TELEVISION NETWORK

a division of NBCUniversal Media, LLC

(as successor in interest to NBC Universal Inc.)

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, Wt 54702

P: 715-835-1313

F· 715\_832\_0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Julie Berndt Frontier 53 North Stevens Street Rhinelander, WI 54501

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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0438 to the following:

Operator:

Frontier

Address:

53 North Stevens Street

Rhinelander, WI 54501

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:

May the Hay

#### 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-end Rib Lake, 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 andre de la companya de la compa Canada participat de la companya de (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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on the or or new steed end

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name:

Title:

9/6/1.

	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 22<sup>nd</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0766 to the following:

Operator:

Genuine Telecom

Address:

501 Utility Drive

Reedsburg, WI 53959

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	
<b>A</b>	retransmission	consent.

	mandatory	carriage	("must-carry")	on the	following	(chack one	٠,٠
_	manuacory	Carriage	( must-carry	On the	TOHOWING:	teneck 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:

William

### Exhibit A

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	Gray Television Licensee, LLC

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

Communities in the Eau Claire DMA (tbd)



# **WEAU 13 NEWS**

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

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

Genuine Telecom 501 Utility Drive Reedsburg, WI 53959

Dear Ladies and Gentlemen:

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

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

Monday-Friday

4:30-5:00 am, 7:00am -10:00 am, 11:00am -12pm, 12:30-1:30 pm,

5:30 - 6:00pm,

7:00 - 10:00 pm, 10:35 pm - 2:05 am

Saturday

7:00am - 12:00 pm, 5:30 - 6:00 pm,

7:00 - 10:00 pm, 10:30 pm - 12:00 am, 1:30-2:30 am

Sunday

7:00 - 9:00 am, 5:30 - 10:00 pm

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh General Manager

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia

**NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

#### Ladies and Gentlemen:

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

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

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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\_loc.)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name:

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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

Brad Welp, GM Genuine Telecom PO Box 409 Richland Center, WI 53581

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	COMMUNITY OF LICENSE	DMA TO WHICH NIEBSEN 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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0445 to the following:

Operator:

Genuine Telecom

Address:

PO Box 409

Richland Center, WI 53581

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):
		( ARREST CHELY	) On the	TOTTOWILLE.	CHECK OHE

- ☐ 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:

-log the flight

### 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 Richland Center, 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 Canada 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.

with a called the common fall the con-

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name: Title:

Cr 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

Dana Olson Grantsburg Telecom PO Box 447/139 W. Madison Ave. Grantsburg, WI 54840

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 -		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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0452 to the following:

Operator:

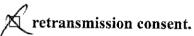
Grantsburg Telecom

Address:

PO Box 447

139 W. Madison Ave. Grantsburg, WI 54840

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):



heck one	:(:
he	ck 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:

I-ly neffly

### 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:

Grantsburg, 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

AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name:

Name: // /

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## **WEAU 13 NEWS**

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

P: 715-835-1313

715-832-0246

September 13, 2011

Via Certified Mail, Return Receipt Requested

Rochelle Pervisky HBCI/CenturyTel Cable/Cochrane Cable 58 Johnson Street Winona, MN 55987

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)

P: 715-835-1313 F: 715-832-0246

Please note the attached revised documents dated September 13, 2011. Please destroy the previous documents. Thank you.

Terry McHugh VP/GM WEAU 13 News

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
THE REAL PROPERTY AND ADDRESS OF THE COURT OF THE PARTY O	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 45.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEF, LLC

This Cable Election Notice is sent this 13th day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0681 to the following:

Operator:

HBCI/CenturyTel Cable/Cochrane Cable

Address:

58 Johnson Street Winona, MN 55987

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:		

#### Exhibit A

#### REVISION

CALL LETTERS	COMMUNITY OF LICENSE	LICENSEE
WEAU	Eau Claire	Gray Television Licensee, LLC

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

Winona, MN Cochrane, WI, West Salem, WI, St. Charles, MN, Wabasha, MN, Rollingstone, MN, Lewiston, MN, Stockton, MN, Minnesota City, MN, La Crosse, WI, Holmen, WI, West Salem, WI, Onalaska, WI, Buffalo City, WI, La Crosse, WI, Winona, MN

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

#### Ladies and Gentlemen:

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

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

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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.

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

Rochelle Pervisky HBCI/CenturyTel Cable/Cochrane Cable 58 Johnson Street Winona, MN 55987

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 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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0469 to the following:

Operator:

HBCI/CenturyTel Cable/Cochrane Cable

Address:

58 Johnson Street Winona, MN 55987

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:

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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:

(Headends - Winona, MN, Cochrane, WI, West Salem, WI)

- ? Bůffalo, WI
- ✓ La Crosse, WI
- √ Wabasha, MN
- ✓Winona, MN

Sh. Chaules, MNV Wakesha, MNV Rollmestone, MNV Lewiston, MNV Stockton, MNV Minnesota City, MN Holmen, WI Holmen, WI Vwest Salem WI Onalaska, WI Buttalo City Serrange Serrange

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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

Don Hamer, GM Hillsboro Telephone Company PO Box 427 Hillsboro, WI 54634

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)

CALE LEGIERS		DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
WEAU	EAU CLAIRE	LA CROSSE/EAU CLAIRE
DTV CHANNEE: (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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0476 to the following:

Operator:

Hillsboro Telephone Company

Address:

PO Box 427

Hillsboro, WI 54634

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 ca	rriage ("m	ust-carry") c	on the f	ollowing: (	check c	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:

VI/6M

### Exhibit A

CALLLETTERS	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 - Hillsboro, WI)

Vernon, WI

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia

**NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

Action to 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 ferm 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.

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

John Klatt, President Lakeland Communications 28 1<sup>st</sup> Ave. West Luck, WI 54853

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.

Sincerety,

Terry McHugh General Manager

Attachment (Non-duplication Amendment)

		ASSIGNED STATION IN 2009-10 NSI
WEAU E	EAU CLAIRE	LA CROSSE/EAU CLAIRE
the second of th	RIMARY CHANNEL VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
	3.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0483 to the following:

Operator:

Lakeland Communications

Address:

28 1<sup>st</sup> Ave. West

Luck, WI 54853

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-carı	r <b>y")</b> on th	he follow	ing: (check	cone):
--	-----------	----------	-------------	--------------------	-----------	-------------	--------

- ☐ 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-cm/hefly

### 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 - Luck, WI)

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.

- f. 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 En la grande de la composition de la c (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: Title: 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
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 22<sup>nd</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0735 to the following:

Operator:

LaValle Long Distance

Address:

108 W. Main Street

LaValle, WI 53941-9563

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.
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	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:

V8/6 M

### 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:

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

LaValle Long Distance 108 W. Main Street La Valle, WI 53941-9563

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, Georgía **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 shalf 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 de la companya de la co (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\_log-)

Gáry Ventolo

Vice President Affiliate Relations

AGREED AND ACCEPTED: Gray Television Group, Inc.

Name: Titte: 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

Jim Costello, GM LVT Corp. PO Box 267 Camp Douglas, WI 54618

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
	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
38	13.1	GRAY TELEVISION LICENSEE, LLC

This Cable Election Notice is sent this 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0490 to the following:

Operator:

LVT Corp.

Address:

PO Box 267

Camp Douglas, WI 54618

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):
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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:

- Cos hoffly

### Exhibit A

CALI LETTERS	COMMUNITY OF LICENSE	LICENSEE # 2
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:

Camp Douglas, WI

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia **NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

#### Ladies and Gentlemen:

A CONTRACT OF A CONTRACT

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:

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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

Lloyd Cutting, GM Mill Video PO Box 207/290 Walton Street Millville, MN 55957

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
WEAU	EAU CLAIRE	ASSIGNED STATION IN 2009-10 NST  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 12<sup>th</sup> day of September 2011 via Certified Mail/Return Receipt Requested 7008 1140 0002 4635 0506 to the following:

Operator:

Mill Video

Address:

PO Box 207

290 Walton Street Millville, MN 55957

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):

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	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

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 persuant to 47 C.F.R. Section 76.64.

Signature:

Name/Title:

1-lm/hcffy

### Exhibit A

CALLLETTERS	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:

Millville, MN

July 25, 2011

Gray Television Group, Inc. Atlanta, Georgia

**NBCUniversal** 

RE: WEAU-TV (Eau Claire, Wisconsin)

#### Ladies and Gentlemen:

Anna Carlo de Arabi

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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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Gary Ventolo

Vice President, Affiliate Relations.

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AGREED AND ACCEPTED: Gray Television Group, Inc.

BY:\_\_\_ Name: Title:

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