

# 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

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

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)



## **WEAU 13 NEWS**

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

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

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

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

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

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

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

Signature: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

REVISED

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:

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

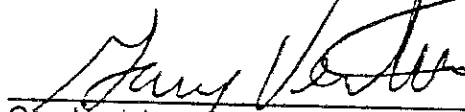
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

*Revised  
9/13/11*

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)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

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:

  
 \_\_\_\_\_  
 UPR GM



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Houston, MN (headend)

Fillmore, MN

Houston, MN

Winona, MN

*add communities*  
Caledonia, MN  
La Crescent, MN  
Brownsville, MN  
Hokan, MN  
Dakota, MN  
Eitzen, MN

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):**

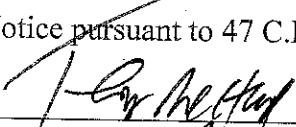
- retransmission consent.
- mandatory carriage ("must-carry") on the following: (check one):
  - The Station's PSIP major channel number ("virtual channel").
  - The cable channel on which the Station was carried on July 19, 1985.
  - The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/6m

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Communities in the Eau Claire DMA (tbd)



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

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

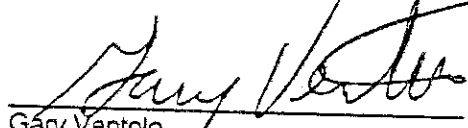
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

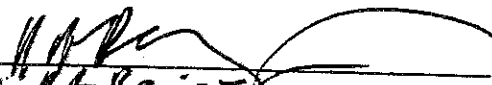
Very truly yours,

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



Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

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

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**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.

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

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

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):**

retransmission consent.

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

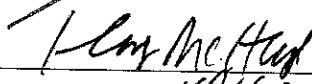
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 TCM



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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

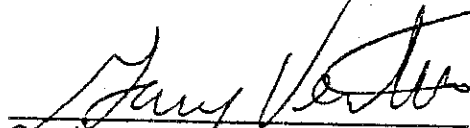
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



## WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

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

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

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):**

retransmission consent.

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

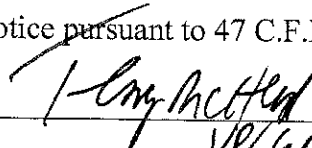
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/GM

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(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

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

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

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


Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

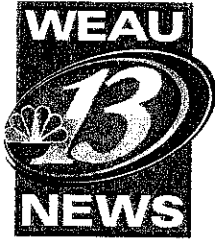
AGREED AND ACCEPTED:  
Gray Television Group, Inc.

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

  
Name: HA Ve: 270  
Title: Sr. VP

9/6/11





# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

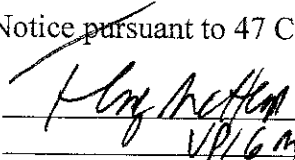
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/GM

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(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:

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

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

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

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

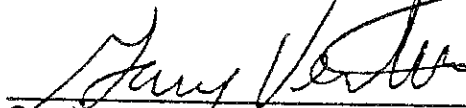
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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


Very truly yours,

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



Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name: HA Veiz  
Title: Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 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)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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: \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

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

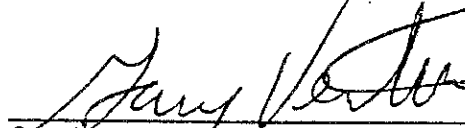
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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


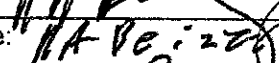

To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11

# CABLE-TELCO ELECTION NOTICE

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

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

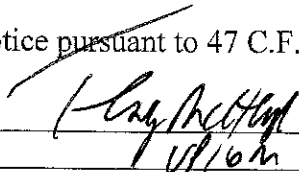
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
\_\_\_\_\_  
\_\_\_\_\_  
10/10/11

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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

**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

Attachment (Non-duplication Amendment)

July 25, 2011

Gray Television Group, Inc.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

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

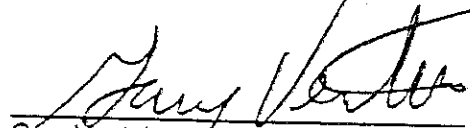
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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


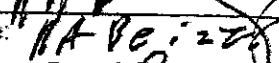
To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

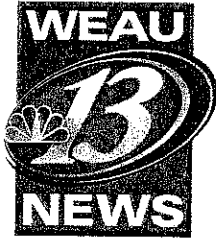
NBC TELEVISION NETWORK  
a division of NBCUniversal Media, LLC  
(as successor in interest to NBC Universal, Inc.)

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

Dave 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.

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

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

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)



# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):**

retransmission consent.

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

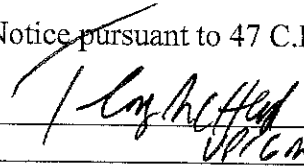
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/CM

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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.



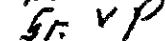
To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

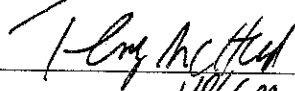
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 T. McHugh  
 VP/Gen

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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



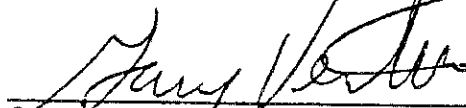
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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



Very truly yours,

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



Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

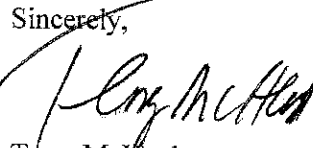
WEAU broadcasts regularly scheduled NBC Television Network programming during the following time periods:

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
Saturday	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,  
  
Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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.

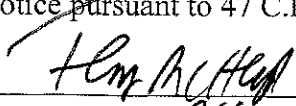
- mandatory carriage ("must-carry") on the following: (check one):
- The Station's PSIP major channel number ("virtual channel").
  - The cable channel on which the Station was carried on July 19, 1985.
  - The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 10/16/11

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(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

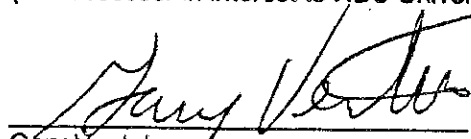
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

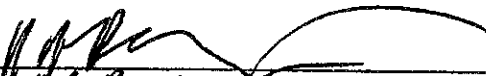
Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:  
Name:  
Title:

  
\_\_\_\_\_  
Name: *NAVE: 276*  
Title: *Sr. VP*

*9/6/11*



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

*Sent Revised 9/13/11*

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

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

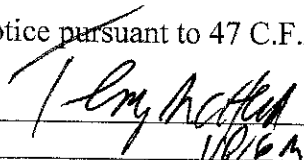
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 \_\_\_\_\_



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(Headends Kendall, WI and Elroy, WI)

Monroe, WI

Hillsboro, WI  
Kendall, WI



# 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

**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

Attachment (Non-duplication Amendment)



## **WEAU 13 NEWS**

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

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

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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: \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## 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:

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

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

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

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

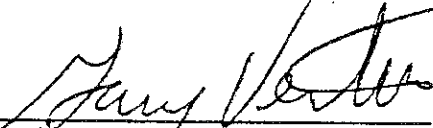
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

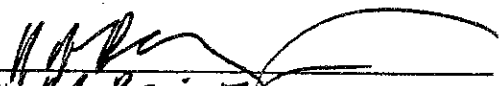
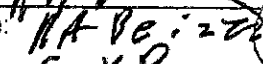
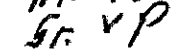
To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)



# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

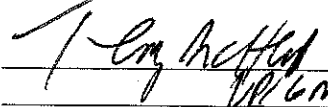
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
Name/Title:

  
\_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(Head-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.)

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**Julie Berndt**  
Frontier  
53 North Stevens Street  
Rhineland, 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

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

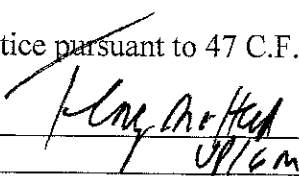
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/Gen

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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



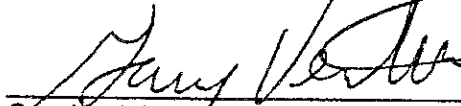
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

Very truly yours,

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



Gary Ventolo  
Vice-President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name: NAVE: 200  
Title: Sr. VP

9/6/11

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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 consent.

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

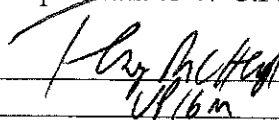
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Communities in the Eau Claire DMA (tbd)



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

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

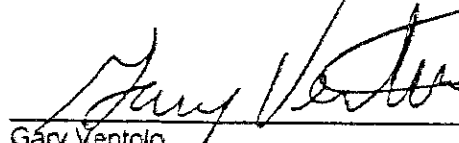
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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


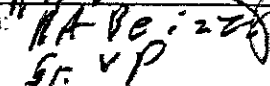
Very truly yours,

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



Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: Sr. VP

9/6/11



## WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

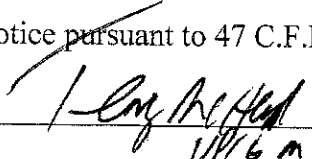
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
\_\_\_\_\_  
Terry McHugh  
G.M.



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(Headend 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

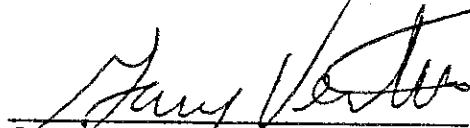
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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




Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo

Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

CABLE 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 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):**

retransmission consent.

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

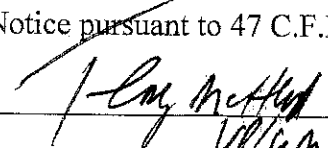
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

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

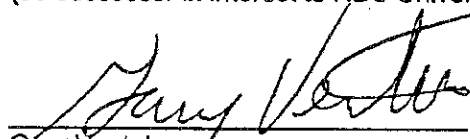
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

Very truly yours,

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

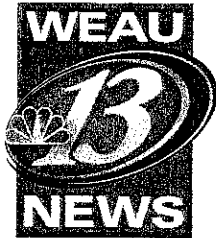
  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: 

9/6/11





# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 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)



## **WEAU 13 NEWS**

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

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

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 13<sup>th</sup> 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: \_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## 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

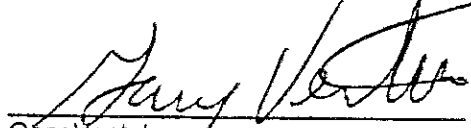
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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


Very truly yours,

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



Gary Ventolo  
Vice-President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name: RA Beizze  
Title: Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

*Revised on 9/13/11*

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)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):**

retransmission consent.

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

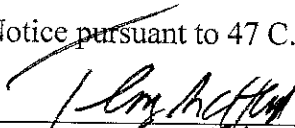
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 09/16/11



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

~~Headends~~ - Winona, MN, Cochrane, WI, West Salem, WI

- ? Buffalo, WI
- ✓ La Crosse, WI
- ✓ Wabasha, MN
- ✓ Winona, MN

~~Winona, MN~~  
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  
Gary Evans  
President  
HBC

Sent  
Revised  
9/13/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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 carriage ("must-carry") on the following: (check one):

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

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

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

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

Signature:  
 Name/Title:

  
 \_\_\_\_\_  
 VP/CM

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(Headend - Hillsboro, WI)

Vernon, WI

July 25, 2011

Gray Television Group, Inc.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

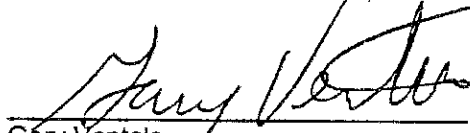
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

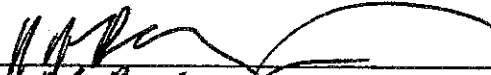
Very truly yours,

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

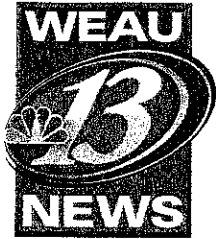


Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name: NAVE: 200  
Title: Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**John 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	7:00am – 12:00 pm, 5:30 – 6:00 pm, 7:00 – 10:00 pm, 10:30 pm – 12:00 am, 1:30-2:30 am
Sunday	7:00 – 9:00 am, 5:30 – 10:00 pm

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

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

Please contact me if you have any questions concerning WEAU.

Sincerely,

Terry McHugh  
General Manager

Attachment (Non-duplication Amendment)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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-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:

  
 T. McHugh  
 GM



# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

(Headend - Luck, WI)

July 25, 2011

Gray Television Group, Inc.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

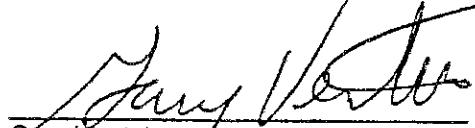
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

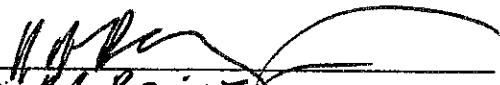
To the extent that any term of the Agreement is inconsistent with the terms of this amendment, this amendment shall prevail. Except as modified by this amendment, the Agreement shall remain in full force and effect.

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

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

9/6/11

# CABLE-TELCO ELECTION NOTICE

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

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

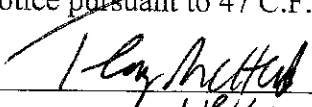
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 UP/6m

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Communities in the Eau Claire DMA (tbd)



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 22, 2011

Via Certified Mail, Return Receipt Requested

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, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

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

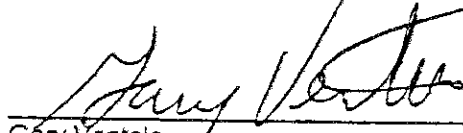
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

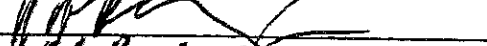

Very truly yours,

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



Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: Sr. VP

9/6/11





# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

**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)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

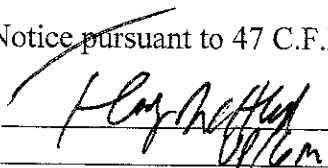
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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

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

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

Signature:  
Name/Title:

  
\_\_\_\_\_

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Camp Douglas, WI

July 25, 2011

Gray Television Group, Inc.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

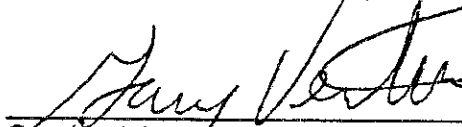
(ii) Station grants consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA or is an "unserved household" as defined in Section 119 (d) or any successor provision of Title 17 of the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

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

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

Very truly yours,

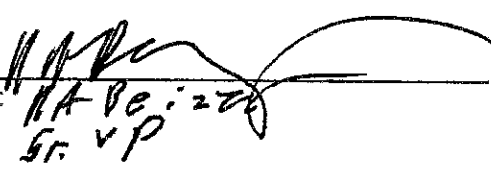
NBC TELEVISION NETWORK  
a division of NBCUniversal Media, LLC  
(as successor in interest to NBC Universal, Inc.)



Gary Ventolo  
Vice President, Affiliate Relations

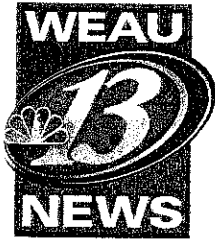
AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:  
Name:  
Title:



HA Ve: z 20  
Sr. VP

9/6/11



# WEAU 13 NEWS

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

P: 715-835-1313

F: 715-832-0246

September 12, 2011

Via Certified Mail, Return Receipt Requested

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)

# CABLE-TELCO ELECTION NOTICE

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

This Cable Election Notice is sent this 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):

retransmission consent.

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

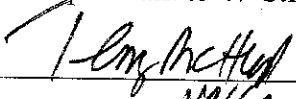
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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:

  
 \_\_\_\_\_  
 10/16/11

# CABLE-TELCO ELECTION NOTICE

## Exhibit A

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

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

Millville, MN



July 25, 2011

Gray Television Group, Inc.  
Atlanta, Georgia

**NBCUniversal**

RE: WEAU-TV (Eau Claire, Wisconsin)

Ladies and Gentlemen:

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

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

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

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

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



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

Very truly yours,

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

  
\_\_\_\_\_  
Gary Ventolo  
Vice President, Affiliate Relations

AGREED AND ACCEPTED:  
Gray Television Group, Inc.

BY:   
Name:   
Title: Sr. VP

9/6/11