

CALL LETTERS	COMMUNITY OF LICENSE	DMA TO WHICH NIELSEN MEDIA RESEARCH ASSIGNED STATION IN 2009-10 NSI
KDLH	DULUTH, MN	DULUTH-SUPERIOR
DTV CHANNEL (OVER THE AIR)	PRIMARY CHANNEL (VIRTUAL CHANNEL, E.G., 15.1)	LICENSEE NAME
33	3.1	MALARA BROADCAST GROUP OF DULUTH LICENSEE, LLC

This Cable Election Notice is sent this 19<sup>th</sup> day of July, 2011 via Certified Mail/Return Receipt Requested (Receipt Number 7007 2680 0000 2645 8034) to the following:

Operator: Paul Bunyan Telephone  
Address: 1831 Anne Street  
Bemidji, MN 56601

**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 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):**

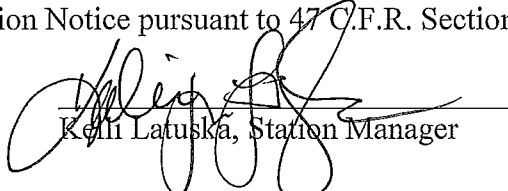
- The Station's PSIP major channel number ("virtual channel").
- The cable channel on which the Station was carried on July 19, 1985.
- The cable channel on which the Station was carried on January 1, 1992.

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: Duane Lammers  
Address: 1001 Boardwalk Spring Place  
Suite 111A  
O'Fallon, MO 63367  
Phone: 636-695-4127  
Email: duanelammers@centurytel.net

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

Signature:  
Name/Title:

  
Kelli Latuska, Station Manager

**Exhibit A**

<b>CALL LETTERS</b>	<b>COMMUNITY OF LICENSE</b>	<b>LICENSEE</b>
KDLH	Duluth, Minnesota	Malara Broadcast Group of Duluth Licensee, LLC

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

**Community Name**

BALL CLUB

DEER RIVER

MORSE

ZEMPLE



CBS 3 • Duluth/Superior

July 19, 2011

**Via Certified Mail, Return Receipt Requested**  
**7007 2680 0000 2645 8034**

**Paul Bunyan Telephone**  
**1831 Anne Street**  
**Bemidji, MN 56601**

Dear Ladies and Gentlemen:

As you know, KDLH's Channel 3.1 serves the primary network affiliate of the CBS Television Network for the Duluth-Superior television market. Recently, we amended our affiliation agreement with CBS that confers network non-duplication protection through the term of that agreement. The terms of our network non-duplication rights are set forth in the attachment hereto.

KDLH broadcasts regularly scheduled CBS Television Network programming during the following time periods:

Monday-Friday	2:00 AM – 5:30 AM 7:00 AM – 9:00 AM 10:00 AM – 12:00 PM 12:30 PM – 3:00 PM 6:00 PM – 6:30 PM 7:00 PM – 10:00 PM 10:35 PM – 12:35 AM
Saturday	6:00 AM – 11:00 AM 5:30 PM – 6:00 PM 7:00 PM – 10:00 PM
Sunday	8:00 AM – 10:00 AM 5:30 PM – 10:00 PM

Weekend, All Star & Post Season Sports (including pre-game and post-game shows)

From time to time, KDLH broadcasts CBS network programs in additional time slots, including news, sports, pre- and post-game shows, and awards programs.

FCC rules prevent local cable systems from carrying the signal of any other television station when such other station broadcasts CBS programming. If your cable system has been honoring KDLH'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 KDLH's rights (for example, by importing out-of-market CBS signals), we hereby assert our right to require your cable system to begin providing program exclusivity at the earliest practical date, but in no event later than sixty days from your receipt of this letter.



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CBS 3 • Duluth/Superior

Please contact me if you have any questions concerning KDLH.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelli Latuska', written over a printed name.

Kelli Latuska  
Station Manager

Attachment

June 22, 2011

Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement ("the Agreement") dated July 1, 1995, as amended, between you and us relating to broadcast station KDLH-TV in Duluth, Minnesota.

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

"9. Non-Duplication of Network Programs.

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

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

**Non-Duplication Letter**

Page 2

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

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

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

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

Very truly yours,

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

By: *Diana O'Neil*

Date: 6/22/11

AGREED AND ACCEPTED:

**MALARA BROADCASTING GROUP OF  
DULUTH LLC**

By: *M. Malara*

Date: 06/23/11



CBS 3 • Duluth/Superior

July 19, 2011

Via Certified Mail, Return Receipt Requested  
7007 2680 0000 2645 8034

Paul Bunyan Telephone  
1831 Anne Street  
Bemidji, MN 56601

Dear Ladies and Gentlemen:

As you know, KDLH's Channel 3.2 serves the primary network affiliate of the CW Television Network for the Duluth-Superior television market. Recently, we amended our affiliation agreement with the CW that confers network non-duplication protection through the term of that agreement. The terms of our network non-duplication rights are set forth in the attachment hereto.

KDLH-DT2 broadcasts regularly scheduled CW Television Network programming during the following time periods:

Monday-Friday	12:00 AM – 9:00 PM 9:30 PM – 12:00 AM
Saturday-Sunday	12:00 AM – 12:00 PM
Weekend, All Star & Post Season Sports (including pre-game and post-game shows)	

From time to time, KDLH-DT2 broadcasts CW network programs in additional time slots, including news, sports, pre- and post-game shows, and awards programs.

FCC rules prevent local cable systems from carrying the signal of any other television station when such other station broadcasts CW programming. If your cable system has been honoring KDLH'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 KDLH's rights (for example, by importing out-of-market CW 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 KDLH-DT2.

Sincerely,



Kelli Latuska  
Station Manager

Attachment



July 15, 2011

Malara Broadcast Group of Duluth LLC  
KDLH/KBIR/KRII  
246 South Lake Ave  
Duluth, MN 55802

Attn: Dave Jensch

Re: Grant of Non-Duplication and Syndicated Exclusivity Rights

Malara Broadcast Group of Duluth LLC d.b.a. KDLH/KBJR/KRII ("Broadcaster") has offered and The CW Network, LLC ("The CW") has accepted terms under which Broadcaster has become an affiliate of The CW and have the right to telecast all programs made available by The CW in any and all formats as part of the program service currently known as "The CW Plus". As a part of The CW Plus, The CW will provide the programs of The CW Network ("CW Network Programs"), which will be subject to the protection against duplication of programming as set forth below, and syndicated programs, listed on the attached Appendix A, which will be subject to the grant of syndicated exclusivity as set forth below ("CW Plus Programs").

During the period beginning one day before and ending seven days after the day The CW intends for any CW Network Program to be broadcast by The CW's broadcasters, Broadcaster shall, by the terms of this contract, be entitled to invoke, with respect to that CW Network Program, throughout the maximum geographic zone permitted by 47 C.F.R. §73.658(m) and 47 C.F.R. §76.92 and §76.120(e), as those rules exist as of the date of this Agreement ("Network Exclusivity Zone"), the protection against duplication of programming in any and all formats imported under the Statutory Copyright License, as provided by 47 C.F.R. §76.92 through §76.95 and 47 C.F.R. §76.120 thorough §76.124 (the FCC's cable and satellite network non-duplication rules); provided, however, that such right will apply only to CW Network Programs broadcast in the intended time period or authorized make-good time period; and provided further that nothing herein will be deemed to preclude The CW from granting to any other broadcast television station licensed to any other community similar network non-duplication rights within that station's Network Exclusivity Zone. Broadcaster's aforesaid right of network non-duplication





will not apply with respect to the transmission of the programs of another CW broadcaster (current or future) by a community unit or a satellite carrier, as those terms are defined by the FCC, located (wholly or partially), or serving subscribers within the area in which Station's Network Exclusivity Zone overlaps the Network Exclusivity Zone of that other CW broadcaster.

Broadcaster shall, by the terms of this contract, be entitled to invoke the protection against duplication of programming imported under the Compulsory Copyright, as provided in the FCC's cable and satellite syndicated exclusivity rules (§76.101 and §76.123) of the FCC rules) for the CW Plus Programs indicated in Appendix A.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russell H. Myerson'.

Russell H. Myerson  
Executive Vice President

## Appendix A

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
5:00A						Local / Various	Local / Various	5:00A
5:30A			The Daily Buzz			Local / Various	Local / Various	5:30A
6:00A			The Daily Buzz				Local / Various	6:00A
6:30A							Local / Various	6:30A
7:00A			The Daily Buzz (Live Local News Window <LLNW> )				Tomorrow's World	7:00A
7:30A			The Daily Buzz				In Touch Ministries	7:30A
8:00A			The Steve Wilkos Show			CW 4KIDS	Key of David	8:00A
8:30A							Local / Various	8:30A
9:00A			The Jeremy Kyle Show				Local / Various	9:00A
9:30A							Local / Various	9:30A
10:00A			House of Payne				Wild, LTD (E/I)	10:00A
10:30A			House of Payne				Made in HW: Teen Edition (E/I)	10:30A
11:00A			Local / Various			Great Big World (E/I)	Live Life and Win (E/I)	11:00A
11:30A			Local / Various			Made in HW: Teen Edition (E/I)	On The Spot (E/I)	11:30A
12:00P			Local / Various					12:00P
12:30P			Local / Various			THS: True Hollywood Story	Made In Hollywood	12:30P
1:00P			(Best of ) The Steve Wilkos Show					1:00P
1:30P								1:30P
2:00P			Dr. Drew's Lifechangers			CW Afternoon Movie I	CW Afternoon Movie III	2:00P
2:30P			Dr. Drew's Lifechangers					2:30P
3:00P			Meet the Browns					3:00P
3:30P			Meet the Browns					3:30P
4:00P			That '70s Show			CW Afternoon Movie II	CW Afternoon Movie IV	4:00P
4:30P			That '70s Show					4:30P
5:00P			'til Death			'til Death		5:00P
5:30P			King of Queens			King of Queens	Troubadour, TX	5:30P
6:00P			Seinfeld			Seinfeld		6:00P
6:30P			Seinfeld			Seinfeld	Heartland	6:30P
7:00P								7:00P
7:30P	Gossip Girl	90210	H8R	Vampire Diaries	Nikita	House		7:30P
8:00P							CW Movie of the Week	8:00P
8:30P	Hart of Dixie	Ringer	America's Next Top Model	Secret Circle	Supernatural	House		8:30P
9:00P			Cops (Live Local News Window <LLNW> )			That '70s Show <LLNW>	King of Queens <LLNW>	9:00P
9:30P			'til Death			That '70s Show	'til Death	9:30P
10:00P			King of Queens				Meet the Browns	10:00P
10:30P			South Park			Cheaters	Meet the Browns	10:30P
11:00P			South Park				House of Payne	11:00P
11:30P			Roseanne			The Jeremy Kyle Show	House of Payne	11:30P
12:00A			Roseanne					12:00A
12:30A			Local / Various			South Park	Troubadour, TX	12:30A
1:00A					Local / Various	South Park		1:00A
1:30A					Local / Various			1:30A
2:00A					Local / Various			2:00A
2:30A					Local / Various			2:30A
3:00A					Local / Various			3:00A
3:30A					Local / Various			3:30A
4:00A					Local / Various			4:00A
4:30A					Local / Various			4:30A

Movies afforded syndex protection and which air under our "CW Afternoon Movie" and "CW Movie of the Week" banners are contained within the following syndicated move packages:

Revolution I & II  
 Screenscape 9 & 10  
 MGM Showtime Movies  
 New Line 11 & 12  
 Sony Weekly VII & VIII  
 Paramount Elite II  
 Warner Bros. Volumes 37, 38 & 39  
 20<sup>th</sup> Primetime Pics

Debmarr-Mercury  
 Delta Television Group  
 MGM  
 New Line Television, Inc.  
 Sony Pictures Television  
 Trifecta  
 Warner Bros. Domestic TV Distribution  
 Twentieth Television Inc.

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Paul Bunyan Telephone  
1831 Anne Street  
Bemidji, MN 56601

2. Article Number  
(Transfer from service label)

7907 2680 0000 2645 8034

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Steve Heller*  Agent  
 Addressee

B. Received by (Printed Name) *Steve Heller* C. Date of Delivery *7-27*

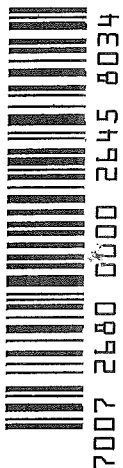
D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

**CERTIFIED MAIL™**

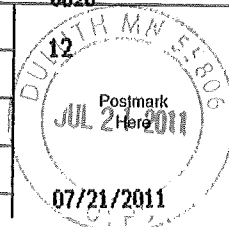


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**OFFICIAL USE**

Postage	\$	41.28
Certified Fee		42.85
Return Receipt Fee (Endorsement Required)		42.30
Restricted Delivery Fee (Endorsement Required)		40.00
<b>Total Postage &amp; Fees</b>		<b>166.43</b>



Sent to:  
 Paul Bunyan Telephone  
 1831 Anne Street  
 Bemidji, MN 56601

PS Form 3811, February 2004 See Reverse for Instructions