

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("Amendment") is made as of September 17, 2015, between LCI Television of Texas, Inc., a Texas corporation ("LCI Television"), Lawton Cablevision, Inc., an Oklahoma corporation ("Lawton Cablevision"), KSWO Television of Texas, Inc., an Oklahoma corporation ("KSWO Texas Inc."), KSWO Television Co., Inc., an Oklahoma corporation ("KSWO Inc."), Adelante Television Limited Partnership, a Texas limited partnership ("Adelante"), Midessa Broadcasting Limited Partnership, a Texas limited partnership ("Midessa Broadcasting," and, collectively with LCI Television, Lawton Cablevision, KSWO Texas Inc., KSWO Inc. and Adelante, the "Seller"), on the one hand, and TV-3, LLC, a Delaware limited liability company ("Buyer"), and KAUZ, LLC, a Delaware limited liability company ("KAUZ Buyer"), on the other hand, and, as guarantor, Raycom Media, Inc., a Delaware corporation ("Guarantor").

WHEREAS, Seller, Buyer, KAUZ Buyer, and solely for the purposes of Section 11.16, Guarantor, are parties to that certain Purchase Agreement, dated as of July 29, 2015 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Texas Companies and the Station Assets not owned by the Texas Companies, and Buyer has agreed to sell to KAUZ Buyer, and KAUZ Buyer has agreed to purchase from Buyer, the KAUZ Station Assets.

WHEREAS, Buyer and KAUZ Buyer have agreed to modify and amend the KAUZ Station Assets to be transferred from Buyer to KAUZ Buyer, and the KAUZ Purchase Price to be paid by KAUZ Buyer to Buyer, as set forth herein.

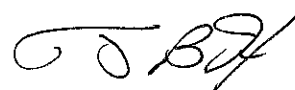
NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. KAUZ Station Assets. The "KAUZ Station Assets" shall mean the assets of Hoak acquired by Texhoma that would be "Station Assets" under the Purchase Agreement if owned by Seller and the assets listed on Schedule 1.10 to the Purchase Agreement. Schedule 1.10 to the Purchase Agreement is hereby deleted and replaced in its entirety with Schedule 1.10 attached at Exhibit A to this Amendment.

2. KAUZ Purchase Price. The "KAUZ Purchase Price" shall mean the KAUZ Purchase Price as defined in the Purchase Agreement, plus \$324,103 for the additional KAUZ Station Assets.

3. Effect on Purchase Agreement. Except as specifically set forth in this Amendment, the Purchase Agreement shall continue in full force and effect and is hereby ratified and affirmed. In the event of any inconsistencies between the terms of this Amendment and the Purchase Agreement, the terms of this Amendment shall control. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Purchase Agreement.

4. Counterparts. This Amendment may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same



agreement. Counterpart signatures to the Amendment delivered and received by facsimile or other electronic transmission shall be acceptable and binding to both parties.

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A handwritten signature in black ink, appearing to be "J.B.H.", located in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Purchase Agreement to be executed and delivered on the date first written above.

SELLER:

KSWO TELEVISION CO., INC.

By: _____

Name: Robert H. Drewry
Title: Vice President

LAWTON CABLEVISION, INC.

By: _____

Name: Robert H. Drewry
Title: Vice President

KSWO TELEVISION OF TEXAS, INC.

By: _____

KSWO Television Co., Inc.,
its Sole Shareholder

By: _____

Name: Robert H. Drewry
Title: Vice President

ADELANTE TELEVISION LIMITED
PARTNERSHIP

By: _____

Adelante Television of Texas Inc.,
its General Partner

By: _____

Name: Robert H. Drewry
Title: President

LCI TELEVISION OF TEXAS, INC.

By: _____

Name: Robert H. Drewry
Title: Vice President

MIDESSA BROADCASTING LIMITED
PARTNERSHIP

By: _____

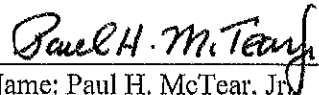
LCI Television of Texas, Inc.,
its General Partner

By: _____

Name: Robert H. Drewry
Title: Vice President

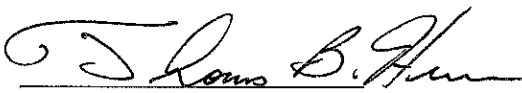
BUYER:

TV-3, LLC

By: 
Name: Paul H. McTear, Jr.
Title: President

KAUZ BUYER:

KAUZ, LLC

By: 
Name: Thomas B. Henson
Title: President

GUARANTOR:

RAYCOM MEDIA, INC.

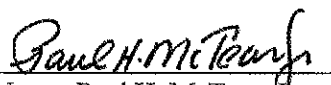
By: 
Name: Paul H. McTear, Jr.
Title: President and CEO

Exhibit A: Amendment to Purchase Agreement

Schedule 1.10 – KAUZ Station Assets

Agreements

Texhoma Telerep Agreement

Tower & Transmitter

1080' Guyed Triangular Tower
100' Self-Supporting Sq Tower
1100' of 3" Transmission Line
Channel 22 Dipole TV Antenna
TV Test Receiver
249 KVA Auto Voltage Reg
Bypass Switch
Surge Suppressor
5 KW UHF Digital TV Transmitter
Harmonic Filter
Multiplexer
10 KWF UHF Digital TV Transmitter
2.0 Mtr Motorized Satellite Dish An
Doppler Radar Transmitter
Transport Stream Multiplexer
Satellite Receiver
190 AD Tec ASI MUX - Multiplexer
SPARE ENCODER - HD UPGRAD
MULTIPLEXER BOARD-BACKUP
Transformer Power Supply
Exciter Power Supply-Transmitter

Video Tape Equipment

Betacam SP Video Cassette Tape Player
Ross Video Frame/Pwr Supply/mux
7" LCD Video Monitor w/rack mount
7" LCD Video Monitor w/rack mount
Lex 3-Dual Channel Sys/Graphics
Lex 3 - Single Channel Sys
1 RU Converter
Multiviewer W/Options
HD Caption Encoder
Audio Console Sys Production Switcher - Panel
Production Switcher - Main Frame 149 Leader Generator/Analysis/scripting
UPS Master Frame 155 HD Satellite Receiver #1
HD Satellite Receiver #2
ASI Receiver #1
ASI Receiver #2
ASI Receiver #3

JSBH

Utah 400 Router Sys
Master Control Panel
SYNC Pattern Generator
Distribution Amplifier #1
Distribution Amplifier #2
AXON 3 Channel Control w/ up/down
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
Cap to EAS Converter
Desk Top Editor w/ Software Pkg
Portable Editor w/software pkg
1RU Converter, Frame Sync, WIT
1RU CONVERTER, FRAME SYNC
Selenio HD Encoder
Ruter Input Card
Router Output Card
5.1 Decoder
PSIP Couputer
5.1 Decoder
Audio Processing

Studio Tech Equipment

Camera Pedestal
Uninterruptible Power Supply
HD Keyer w/Monitor
ESP: Live HD Workstation
X-Vision Workstation
DCE Workstation
Studio Camera Package #1
Studio Camera Pkg #2
Studio Camera Pkg #3
17" Prompter System
Camera Pedestal - head, arm, pump
#1 -3D Live HD Fusion Workstation
#2-3D Live HD Fusion Workstation
Supermicrocast Workstation

TSB

Live: Wire HD Workstation
Metline Workstation
AXON 19" Slot Audio Board
Flex-17 Teleprompter 17" LCD

Microwave Equipment

Pan/Tilt Head
2 GHZ Microwave Receiver
2/5 GHZ Antenna
Generator

New Media Equipment

XTM 510 Firewall/Router
Dell Server #1
Dell Server #2
Dell Quad Core Computer #1
Dell Quad Core Computer #2
Server/Storage
Matrox Desktop Bundle
Dual Core 2.5G CPU #1
Dual Core 2.5G CPU #2
ICEWARP Mail Server Software
Video Encoder: MVA 1200-HD
MacBook Pro 13" RD2 (NM Dir) 12

Production Sets

News Set

Skycam Equipment

Tower CAM Equip-Switch & Converter

Remote Equipment

10 KW Gasoline Generator
40" Pneumatic Mast
17" LCD Monitor
News Camera w/Tripod Plate #1
News Camera w/Tripod Plate #2
News Camera w/Tripod Plate #3
News Camera w/Tripod Plate #4
News Camera w/Tripod Plate #5
News Camera w/Tripod Plate #6
News Camera w/Tripod Plate #7
Sony 2/3" XDCAM Camcorder w/ac

SBH

CW Equipment

Standard Definition Encoder

Office Equipment

Clearone RAV 600 Business Com. System

Wide Orbit Software/Training & Installation

The above list was taken from a Book Asset Detail listing provided to Buyer and is subject to the qualifications in Schedule 1.2(a)(ii) of the Purchase Agreement.

CSBH