ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT AND AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT

This Assignment and Assumption of Purchase Agreement and Amendment No. 1 to the Purchase Agreement (the "***Agreement***") is made as of September 21, 2018 by and among Raycom Holdings, LLC, a Delaware limited liability company ("***Assignor***"), Gray Television Group, Inc., a Delaware corporation ("***Gray***") and KYOU, LLC, a Delaware limited liability company (the "***Seller***").

This Agreement is made pursuant to that certain Purchase Agreement (the "***Purchase Agreement***"), dated as of June 20, 2018, by and between (i) Seller and (ii) Assignor. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agreed that:

1. Assignment and Assumption.

   a. Assignor hereby irrevocably sells, conveys, transfers, and assigns, to Gray all of Assignor's right, title and interest in and to the Purchase Agreement (the "***Assignment***"). Gray hereby accepts the Assignment and assumes all obligations of Assignor under the Purchase Agreement. Pursuant to Section 11.4 of the Agreement, Gray and Assignor hereby (i) provides notice to Seller of the Assignment and (ii) acknowledges that Gray shall be deemed the "Buyer" for purposes of the Purchase Agreement as to the rights assigned to Gray in accordance with this Agreement.

   b. Notwithstanding anything to the contrary contained in the Purchase Agreement, at Closing, (1) Seller shall sell, assign, convey, transfer, and deliver to Gray, free and clear of all Liens other than Permitted Liens, the Station Assets, and (2) Gray shall assume from the Seller and the Seller shall irrevocably sell, convey, transfer and assign to Gray, any Assumed Liabilities.

   c. The closing deliveries set forth in Section 2.3(a) of the Purchase Agreement, as amended in accordance with Section 3 hereof, shall be delivered to both Gray and Assignor, at the Closing, *mutatis mutandis*, adjusted at Closing to reflect Gray as the acquirer of the Stations Assets and otherwise the "Buyer" for purposes of the Purchase Agreement.

2. Amendments. The Purchase Agreement is hereby amended as follows:

   a. Section 6.2(a) of the Purchase Agreement is hereby deleted and replaced with the following:

      "6.2(a) Application for Commission Consent. As promptly as reasonably practicable after the Effective Date, Seller will complete Seller's portion of all

necessary FCC Applications, and upon receipt of the portion of such applications from Raycom Holdings, LLC, will promptly file such applications with the FCC jointly with Raycom Holdings, LLC (the "***Original FCC Application***"). As promptly as reasonably practicable after September 21, 2018, Seller shall file with the FCC a notice of nonconsummation of the Original FCC Application and Seller will complete Seller's portion of all necessary FCC Applications to reflect Gray Television Group, Inc. as the Buyer) and upon receipt of Buyer's portion of such applications, will promptly file such applications with the FCC jointly with Buyer. Seller will diligently take or cooperate in the taking of all reasonable steps that are necessary, proper, or desirable to expedite the preparation of such applications (including withdrawal and/or re-filing, or any amendment or supplement thereto which Buyer may request) and their prosecution to a final grant. Seller will promptly provide Buyer with a copy of any pleading, order, or other document served on Seller relating to such applications."

3. Representations of Each Party. Each of the parties hereto represents and warrants to each other as to itself, only, as follows: this Agreement has been duly executed and delivered by such party and (assuming this Agreement has been duly authorized, executed and delivered by the other parties hereto) constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except that (i) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (ii) enforcement of this Agreement, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of executed signature pages to this Agreement by facsimile or other electronic transmission shall be effective as delivery of manually executed original signature pages to this Agreement.

5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without references to its principles of conflicts of laws, except to the extent that the federal law of the United States governs the transactions contemplated hereby, as set forth in Section 11.8 of the Purchase Agreement.

6. Further Assurances. Subject to the terms and conditions of this Agreement, from time to time at and after the date hereof, each party hereto will use commercially reasonable efforts to take, or cause to be taken, all such actions and to do or cause to be done, all things, necessary, proper or advisable hereunder and under applicable laws and regulations to consummate and make effective the amendments and transactions contemplated hereby, including executing and delivering such documents as the other parties hereto shall reasonably request in connection with the amendments and consummation of the transactions contemplated hereby, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those specifically identified to be delivered hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

GRAY TELEVISION GROUP, INC.

By: 
Name: Kevin P. Latek
Title: Executive Vice President

RAYCOM HOLDINGS, LLC

By: _____
Name: _____
Title: _____

KYOU, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

GRAY TELEVISION GROUP, INC.

By:_____
Name: Kevin P. Latek
Title: Executive Vice President

RAYCOM HOLDINGS, LLC

By:_____
Name: Pat LaPlatney
Title: CEO / President

WUPV, LLC

By:_____
Name:_____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

GRAY TELEVISION GROUP, INC.

By:_____
Name: Kevin P. Latek
Title: Executive Vice President

RAYCOM HOLDINGS, LLC

By:_____
Name:_____
Title:_____

WUPV, LLC

By: Thomas B. Henson
Name: Thomas B Henson
Title: President + CEO