

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of May 13, 2016 between Withers Broadcasting Company of West Virginia, an Illinois corporation and Wither Broadcasting Company of Clarksburg, LLC, a West Virginia limited liability company (together "Licensee") and Gray Television Group, Inc., a Delaware corporation ("Programmer").

Recitals

A. Licensee owns and operates the following stations: WDTV-DT, Weston, WV (Fac. 70592) ("WDTV") and WVFX-DT/WVFX-DT2, Clarksburg, WV (Fac. 10976) and associated low power televisions stations and translators W22CY, Clarksburg, WV (Fac. 125359), W31CQ, Elkins, WV (Fac. 125365) and W30CH, Clarksburg, WV (Fac. 130131) ("WVFX" and collectively with WDTV, W22CY, W31CQ and W30CH, the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Licensee and Programmer have entered into: (1) an Asset Purchase Agreement, as of the date hereof, related to, among other things, the sale and acquisition of certain of the non-license assets of the Stations (the "APA"); (2) an Asset Purchase Agreement, as of the date hereof, related to, among other things, the sale and acquisition of certain of the license assets of WDTV (the "WDTV APA"); and (3) an Asset Purchase Agreement, as of the date hereof, related to, among other things, the sale and acquisition of certain of the license assets of WVFX (the "WVFX APA").

C. Licensee desires to obtain certain programming for the Stations until the later of the consummation or termination of the WDTV APA or WVFX APA.

D. Programmer desires to provide certain programming for broadcast on the Stations on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on June 1, 2016 (the "Commencement Date") and will continue until the date two (2) years thereafter, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Programmer shall purchase from Licensee, and Licensee shall make available to Programmer all of the airtime on the Stations (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the "Programs") for broadcast on the Stations twenty-four (24) hours per day,

seven (7) days per week, excluding at Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Without limiting the foregoing, but subject to the Broadcasting Period, Programmer is entitled to use all of the Stations' digital transmission capacity. During the Term, Programmer will transmit, at Programmer's expense, the Programs to the Stations' transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Stations' broadcast prior to the Commencement Date, and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below. Notwithstanding anything herein to the contrary, the Stations shall continue to broadcast any programming required to be aired under the terms of their existing affiliation, syndication and other programming contracts.

3. Advertising and Retransmission Consent. Licensee shall retain all of the Stations' accounts receivable existing on the Commencement Date. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue of the Stations (including without limitation from the Stations' websites, tower income and ancillary revenue). During the Term, Licensee shall not sell any advertising on the Stations, except as provided by Section 6(b). Programmer shall act as Licensee's agent with respect to the negotiation of retransmission consent agreements for the Stations, subject to Licensee's authorization, direction and the ultimate approval, execution and delivery of any retransmission consent or other distribution agreement by Licensee in its sole discretion.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on **SCHEDULE A** attached hereto. To the extent reasonably necessary to perform this Agreement, subject to Section 5 hereof, during the Term, Licensee shall provide Programmer with the benefits of any of the Stations' contracts and agreements (including without limitation the Stations' affiliation and syndication agreements) and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee shall bear responsibility for the Stations' compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, (2) employ a second employee for the Stations, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming, finances, personnel, and operations of the Stations. Until such time as this Agreement terminates, such employees contemplated by (1) and (2) shall be the current General Manager of the Stations and a second employee of the Stations designated by Licensee.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be unsatisfactory, unsuitable, or contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or

national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall endeavor (but shall not be obligated) to broadcast substitute programming of reasonably equal or greater value to Programmer.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Stations and Licensee shall include such letters in the Stations' public inspection file as appropriate.

(d) If any employee is shared by Licensee and Programmer, when performing services for Licensee, such employee will report to and be supervised and directed solely by Licensee, and when performing services for Programmer, such employee will report to and be supervised and directed solely by Programmer, and Licensee and Programmer shall instruct such employee accordingly.

6. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer. On or before January 7, April 7, July 7 and October 7 of each year during the Term, Programmer shall provide Licensee with pertinent information regarding Programs which addressed significant community issues during the preceding quarter and the specific Programs which addressed such issues for inclusion in the Stations' quarterly issues-programs reports.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws (collectively, "Election Laws"). Notwithstanding the foregoing, Programmer represents, warrants, and covenants that any advertising time it sells to political candidates shall comply with the Election Laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, Licensee will maintain music licenses with respect to the Stations. All fees for music licenses during the Term shall be reimbursed by Programmer.

7. Expenses. Subject to Section 4, Licensee will pay for its employees contemplated by Section 5. Subject to the APA, Licensee will pay for maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 4, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel. Programmer shall be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters that may be assigned by the FCC for use by the Stations, and will supervise Programmer to ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Maintenance. During the Term, Licensee shall maintain the operating power of the Stations in accordance with the Stations' FCC authorizations and shall repair and maintain the Stations' towers and transmitter sites and equipment that are owned by Licensee in good operating condition (ordinary wear and tear excepted). During the Term, subject to the APA, Programmer shall repair and maintain the Stations' towers and transmitter sites and equipment that are owned by Programmer in good operating condition (ordinary wear and tear excepted). Programmer shall provide Licensee with assistance reasonably requested by Licensee in connection with the foregoing obligation.

10. Facilities. During the Term, subject to any necessary landlord consent, Licensee shall provide Programmer with access to and use of any of Licensee's equipment and facilities used by the Stations for purposes of performing this Agreement, and Programmer shall provide Licensee with access to and use of any of Programmer's equipment and facilities used by the Stations for purposes of performing this Agreement and its obligations as FCC licensee of the Stations. When on Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises, permit to exist any lien, claim or encumbrance on the premises, or unreasonably interfere with the business and operation of Licensee's use of such premises, and shall comply in all material respects with all laws applicable to such premises. When on Programmer's premises, Licensee shall not act contrary to the terms of any lease for such premises, permit to exist any lien, claim or encumbrance on the premises, or unreasonably interfere with the business and operation of Programmer's use of such premises, and shall comply in all material respects with all laws applicable to such premises. If practicable, Programmer shall obtain insurance with respect to each Station and its assets and Licensee and its affiliates shall be added as additional insureds to Programmer's policies.

11. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of West Virginia (if such qualification is required), (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

12. Termination. With respect to each Station, this Agreement shall terminate automatically upon the consummation of Programmer's acquisition of the assets of such Station pursuant to the WDTV APA or WVFX APA, as applicable, and shall terminate in full upon the latter of the consummation of the transactions contemplated by the WDTV APA or the WVFX APA. This Agreement may be terminated by either party by written notice to the other in the event of any expiration or termination of the WDTV APA or WVFX APA prior to the transactions contemplated thereby. For the avoidance of doubt, upon a partial termination of this Agreement pursuant to Section 12 hereof, the applicable Station shall cease to be a Station under this Agreement for all purposes hereof.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until twenty (20) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason outside of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from (a) the broadcast of the Programs and any advertising or other content provided by Programmer on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and

proprietary rights or any other violation of third party rights or FCC rules or other applicable law or (b) any Event of Default by Programmer under this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from (a) the broadcast of Licensee's programming on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law or (b) any Event of Default by Licensee under this Agreement. The obligations under this Section shall survive any termination of this Agreement.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Stations' public inspection file.

17. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee, then to:

Withers Broadcasting Company of West
Virginia and Withers Broadcasting Company
of Clarksburg, LLC
PO Box 1508
Mt. Vernon, IL 62864
Attn: Dana R. Withers

with a copy (which shall not
constitute notice) to:

Sciarrino & Shubert, PLLC
4601 North Fairfax Dr.
Suite 1200
Arlington, VA 22203
Attn: Dawn M. Sciarrino
Telephone: (202) 256-9551
Facsimile: (703) 991-7120

if to Programmer, then to:

Gray Television Group, Inc.
4370 Peachtree Rd NE
Atlanta, GA, 30319
Attn: General Counsel
Telephone: 404-504-9828
Facsimile: 202-747-7791

with a copy (which shall not
constitute notice) to:

Cooley LLP
1299 Pennsylvania Avenue, NW, Suite 700
Washington, DC 20004
Attention: John R. Feore
Telephone: 202-776-2847
Facsimile: 202-776-4847

18. Miscellaneous. This Agreement 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. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

19. Certifications. Licensee certifies that it maintains ultimate control over each Station's facilities including, specifically, control over each Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b), (c), and (e).

20. Programmer's Compliance with Law. Programmer represents, warrants, and covenants that, throughout the Term, Programmer shall comply in all material respects with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Stations, including (a) meeting equal employment opportunity requirements with respect to Programmer's employees performing duties in connection with the Stations, (b) not discriminating on the basis of race or ethnicity in the sale of advertising time on the Stations, (c) including nondiscrimination clauses in contracts for the sale of advertising time on the Stations, (d) broadcasting at least three hours per week of educational/informational children's programming on each digital program stream, which programming shall meet the requirements of 47 C.F.R. Section 73.671, (e) ensuring that children's programming satisfies the applicable requirements of 47 C.F.R. Section 73.670, and (f) ensuring that all Programs and advertising

content provided or sold by Programmer complies with the FCC's rules, the Communications Act of 1934, as amended, and other applicable law.

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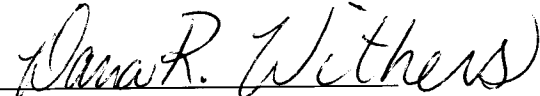
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SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

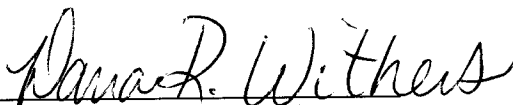
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

**WITHERS BROADCASTING COMPANY OF
WEST VIRGINIA**

By: 
Name: Dana R. Withers
Title: President

**WITHERS BROADCASTING COMPANY OF
CLARKSBURG, LLC**

By: 
Name: Dana R. Withers
Title: Sole Member

PROGRAMMER:

GRAY TELEVISION GROUP, INC.

By: _____
Name: Kevin P. Latek
Title: Secretary

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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LICENSEE:

**WITHERS BROADCASTING COMPANY OF
WEST VIRGINIA**

By: _____

Name: Dana R. Withers

Title: President

**WITHERS BROADCASTING COMPANY OF
CLARKSBURG, LLC**

By: _____

Name: Dana R. Withers

Title: Sole Member

PROGRAMMER:

GRAY TELEVISION GROUP, INC.

By:  _____

Name: Kevin P. Latek

Title: Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

**WITHERS BROADCASTING COMPANY OF
WEST VIRGINIA**

By: Dana R. Withers
Name: Dana R. Withers
Title: President

**WITHERS BROADCASTING COMPANY OF
CLARKSBURG, LLC**

By: Dana R. Withers
Name: Dana R. Withers
Title: Sole Member

GRAY TELEVISION GROUP, INC.

By: _____
Name: Kevin P. Latek
Title: Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.


**WITHERS BROADCASTING COMPANY OF
WEST VIRGINIA**

By: _____
Name: Dana R. Withers
Title: President

**WITHERS BROADCASTING COMPANY OF
CLARKSBURG, LLC**

By: _____
Name: Dana R. Withers
Title: Sole Member

GRAY TELEVISION GROUP, INC.

By:  _____
Name: Kevin P. Latek
Title: Secretary

SCHEDULE A TO LMA

During the Term, Programmer shall reimburse Licensee on a monthly basis, within ten (10) business days after invoice, for the Station Expenses (defined below) less any Station Income (defined below).

As used herein, (i) the term "Station Income" means the sum of any advertising revenue, retransmission consent revenue, production revenue, rental income, and any all other revenue and income received by Licensee from the operation of the Stations between the Commencement Date and the termination of this Agreement (if any) and (ii) "Station Expenses" means the reasonable operating expenses of the Stations incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder) between the Commencement Date and the termination of this Agreement, including without limitation all employee-related expenses incurred by Licensee under this Agreement, plus the sum of

Notwithstanding anything in this Agreement, any reimbursements or payments received from CBS under the Station's network affiliation agreement related to the period prior to the Commencement Date (even if received after the Commencement Date or if handled in a "true up" payment under the affiliation agreement) shall belong to Licensee and Programmer shall have no right to such monies. If Programmer receives any such payment, then it shall promptly disburse such funds to Licensee, without offset. For the avoidance of doubt, this reimbursement shall be without duplication of any credit to Licensee's favor in the Prorations under the WDTV APA.