

**SECOND AMENDMENT TO THE
SHARED SERVICES AGREEMENT**

This amendment ("Second Amendment") to the Shared Services Agreement is effective as of the date of close of the acquisition of Raycom Media, Inc. by Gray Television, Inc. ("Acquisition") by and between **WXTX, LLC**, a Delaware limited liability company, and **WXTX License Subsidiary, LLC**, a Delaware limited liability company (together referred to herein as "Licensee"), and **Raycom Media, Inc.**, a Delaware corporation ("Provider," and together with Licensee, the "Parties").

Recitals

Licensee and Provider are parties to a Shared Services Agreement (the "Agreement") dated as of February 17, 2003 and amended on March 15, 2011 ("First Amendment") respect to Station WXTX, Columbus, GA (the "Station").

Licensee and Provider wish to amend the Agreement to make certain modifications.

Amendment

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties agree as follows:

A. Term. Section 8(a) of the Agreement will be deleted and replaced as follows:

The term of this Agreement shall commence on the date of the Acquisition and will continue for a period of eight (8) years after the closing date of the Acquisition. Thereafter, the Agreement shall be extended for successive two-year renewal terms unless either Party provides written notice to the other Party of its desire to terminate this Agreement at least one hundred and eighty (180) days prior to the end of the current term. Notwithstanding the foregoing, this Agreement and the sharing arrangements contemplated by this Agreement will terminate, at Provider's option and upon one hundred eighty (180) days' notice, if the Station is sold to a party other than Provider or its assignee.


B. Services Fee. Amended and Restated Schedule 4(g) is deleted and replaced with the attached Amended Schedule 4(g).

C. Miscellaneous. Capitalized terms used herein and not defined shall have the meanings set forth in the Agreement. Except expressly set forth or referred to herein, the Agreement has not been amended or modified and remains in full force and effect. This Amendment may be executed in separate counterparts each of which shall be deemed an original but which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment as of the date set forth below.

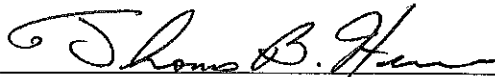
LICENSEE:

WXTX, LLC

By: 
Thomas B. Henson, Manager

Date: 12-11-18

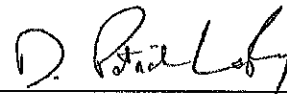
WXTX LICENSE SUBSIDIARY, LLC

By: 
Thomas B. Henson, Manager

Date: 12-11-18

PROVIDER:

RAYCOM MEDIA, INC.

By: 
D. Patrick LaPlatney, President and CEO

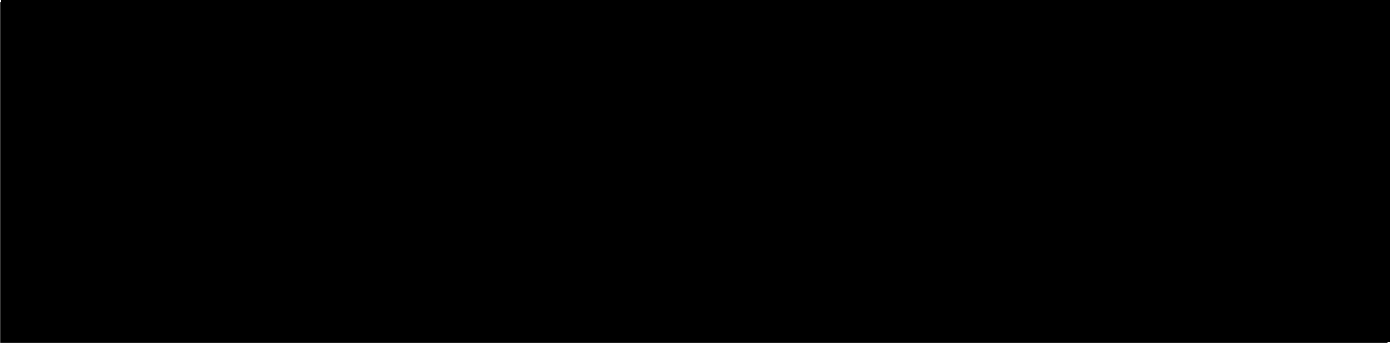
Date: December 11, 2018

AMENDED SCHEDULE 4(g)

Shared Services Agreement

Services Fee

Licensee will pay a Services Fee to Provider in accordance with the following:



[end of schedule]

Handwritten signature or initials.