UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark one)
[X] Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the quarterly period ended September 30, 2017 or

[ ] Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _________ to _________ .

Commission file number 1-13796

Gray Television, Inc.
(Exact name of registrant as specified in its charter)

Georgia	**58-0285030**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
4370 Peachtree Road, NE, Atlanta, Georgia	**30319**
(Address of principal executive offices)	(Zip code)

(404) 504-9828
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report.)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter periods that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ✓ No____

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ✓ No____

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐
Non-accelerated filer ☐ (do not check if a smaller reporting company) Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ____ No ✓

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock (No Par Value)	**Class A Common Stock (No Par Value)**
66,003,588 shares outstanding as of October 31, 2017	**6,598,377 shares outstanding as of October 31, 2017**

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GRAY TELEVISION, INC.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)
(in thousands)

	September 30, 2017	December 31, 2016
Assets:		
Current assets:		
Cash	$ 172,854	$ 325,189
Accounts receivable, less allowance for doubtful accounts of $4,040 and $3,163, respectively	166,073	146,811
Current portion of program broadcast rights, net	19,605	13,735
Prepaid taxes	15,953	14,641
Prepaid and other current assets	5,116	5,109
Total current assets	379,601	505,485
Property and equipment, net	351,961	326,093
Broadcast licenses	1,530,123	1,340,305
Goodwill	611,100	485,318
Other intangible assets, net	80,172	56,250
Deferred tax asset	31,963	30,826
Investments in broadcasting and technology companies	16,599	16,599
Other	12,091	22,455
Total assets	$ 3,013,610	$ 2,783,331

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)
(in thousands except for share data)

	September 30, 2017	December 31, 2016
Liabilities and stockholders' equity:		
Current liabilities:		
Accounts payable	$ 3,950	$ 5,257
Employee compensation and benefits	25,532	31,367
Accrued interest	23,076	32,453
Accrued network programming fees	19,157	14,982
Other accrued expenses	9,285	13,802
Federal and state income taxes	4,680	2,916
Current portion of program broadcast obligations	20,236	13,924
Deferred revenue	3,530	4,706
Current portion of long-term debt	6,417	-
Total current liabilities	115,863	119,407
Long-term debt	1,831,610	1,756,747
Program broadcast obligations, less current portion	4,771	4,995
Deferred income taxes	437,989	373,837
Accrued pension costs	33,052	34,047
Other	1,422	1,437
Total liabilities	2,424,707	2,290,470
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Common stock, no par value; authorized 100,000,000 shares, issued 71,538,664 shares and 71,229,497 shares, respectively	660,377	658,135
Class A common stock, no par value; authorized 15,000,000 shares, issued 8,349,069 shares and 8,073,993 shares, respectively	23,841	21,764
Accumulated deficit	(3,876)	(101,365)
Accumulated other comprehensive loss, net of income tax benefit	(17,645)	(17,645)
	662,697	560,889
Treasury stock at cost, common stock, 5,535,076 shares and 5,135,406 shares, respectively	(49,562)	(44,688)
Treasury stock at cost, Class A common stock, 1,750,692 shares and 1,669,131 shares, respectively	(24,232)	(23,340)
Total stockholders' equity	588,903	492,861
Total liabilities and stockholders' equity	$ 3,013,610	$ 2,783,331

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)
(in thousands except for per share data)

	Three Months Ended September 30, 2017	Three Months Ended September 30, 2016	Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2016
Revenue (less agency commissions)	$ 218,977	$ 204,490	$ 649,119	$ 574,846
Operating expenses before depreciation, amortization and loss (gain) on disposal of assets, net:				
Broadcast	139,430	120,717	406,446	346,620
Corporate and administrative	8,318	7,223	24,436	31,425
Depreciation	13,085	11,494	38,555	34,237
Amortization of intangible assets	6,460	4,235	18,684	12,365
Loss (gain) on disposal of assets, net	1,660	354	(75,139)	(66)
Operating expenses	168,953	144,023	412,982	424,581
Operating income	50,024	60,467	236,137	150,265
Other income (expense):				
Miscellaneous income, net	28	30	36	740
Interest expense	(24,207)	(27,926)	(71,189)	(73,470)
Loss from early extinguishment of debt	-	(31,987)	(2,851)	(31,987)
Income before income taxes	25,845	584	162,133	45,548
Income tax expense	10,529	797	65,751	19,109
Net income (loss)	$ 15,316	$ (213)	$ 96,382	$ 26,439
Basic per share information:				
Net income (loss)	$ 0.21	$ -	$ 1.34	$ 0.37
Weighted-average shares outstanding	71,636	71,879	71,777	71,850
Diluted per share information:				
Net income (loss)	$ 0.21	$ -	$ 1.33	$ 0.36
Weighted-average shares outstanding	72,454	71,879	72,491	72,723
Dividends declared per common share	$ -	$ -	$ -	$ -

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (Unaudited)
(in thousands except for number of shares)

	Class A Common Stock		Common Stock		Accumulated Deficit	Class A Treasury Stock		Common Treasury Stock		Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount		Shares	Amount	Shares	Amount		
Balance at December 31, 2016	8,073,993	$21,764	71,229,497	$658,135	$ (101,365)	(1,669,131)	$(23,340)	(5,135,406)	$(44,688)	$ (17,645)	$492,861
Adoption of ASU 2016-09 excess tax benefit for stock-based compensation	-	-	-	-	1,107	-	-	-	-	-	1,107
Net income	-	-	-	-	96,382	-	-	-	-	-	96,382
Issuance of stock:											
401(k) plan	-	-	1,224	16	-	-	-	-	-	-	16
2007 Long Term Incentive Plan - restricted stock	198,220		307,943	-	-	(81,561)	(892)	(77,632)	(874)	-	(1,766)
2017 Equity and Incentive Compensation Plan - restricted stock	76,856	-	-	-	-	-	-	-	-	-	-
Repurchase of common stock	-	-	-	-	-	-	-	(322,038)	(4,000)		(4,000)
Share-based compensation	-	2,077	-	2,226	-	-	-	-	-	-	4,303
Balance at September 30, 2017	8,349,069	$23,841	71,538,664	$660,377	$ (3,876)	(1,750,692)	$(24,232)	(5,535,076)	$(49,562)	$ (17,645)	$588,903

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
(in thousands)

	Nine Months Ended September 30,	
	2017	2016
Operating activities		
Net income	$ 96,382	$ 26,439
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	38,555	34,237
Amortization of intangible assets	18,684	12,365
Amortization of deferred loan costs	3,466	3,664
Net amortization of original issue discount and premium related to long-term debt	(458)	(626)
Amortization of restricted stock and stock option awards	4,303	3,827
Amortization of program broadcast rights	15,444	14,026
Payments on program broadcast obligations	(15,569)	(13,859)
Common stock contributed to 401(k) plan	16	21
Deferred income taxes	64,121	18,335
Gain on disposals of assets, net	(75,139)	(66)
Loss from early extinguishment of debt	2,851	31,987
Other	(1,188)	659
Changes in operating assets and liabilities:		
Accounts receivable trade	(18,587)	(8,677)
Prepaid taxes	(1,311)	-
Prepaid and other current assets	371	(12,234)
Accounts payable	(1,774)	728
Employee compensation, benefits and pension cost	(6,512)	(5,275)
Other current liabilities	(1,696)	(3,692)
Income taxes payable	1,763	719
Accrued interest	(9,376)	841
Net cash provided by operating activities	114,346	103,419
Investing activities		
Acquisitions of television businesses and licenses	(415,438)	(432,220)
Proceeds from sale of television station	-	11,200
Proceeds from FCC spectrum auction	90,824	-
Purchases of property and equipment	(21,426)	(33,238)
Proceeds from asset sales	148	1,925
Net decrease (increase) in acquisition prepayments and other	9,558	(17,171)
Net cash used in investing activities	(336,334)	(469,504)
Financing activities		
Proceeds from borrowings on long-term debt	641,438	1,656,000
Repayments of borrowings on long-term debt	(561,037)	(1,100,000)
Payments for the repurchase of common stock	(4,000)	-
Tender and redemption premiums for 2020 Notes	-	(27,502)
Deferred and other loan costs	(4,981)	(27,881)
Payments for taxes related to net share settlement of equity awards	(1,767)	(1,452)
Net cash provided by financing activities	69,653	499,165
Net (decrease) increase in cash	(152,335)	133,080
Cash at beginning of period	325,189	97,318
Cash at end of period	$ 172,854	$ 230,398

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Basis of Presentation

The accompanying condensed consolidated balance sheet of Gray Television, Inc. (and its consolidated subsidiaries, except as the context otherwise provides,“Gray,” the “Company,” “we,” “us,” and “our”) as of December 31, 2016, which was derived from the Company’s audited financial statements as of December 31, 2016, and our accompanying unaudited condensed consolidated financial statements as of September 30, 2017 and for the periods ended September 30, 2017 and 2016 have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, certain information and note disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made are adequate to make the information not misleading. In our opinion, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair statement have been included. Our operations consist of one reportable segment. For further information, refer to the consolidated financial statements and footnotes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2016 (the “2016 Form 10-K”). Our financial condition as of, and operating results for the nine-month period ended September 30, 2017 are not necessarily indicative of the financial condition or results that may be expected for any future interim period or for the year ending December 31, 2017.

Overview

We are a television broadcast company headquartered in Atlanta, Georgia, that owns and/or operates over 100 television stations and leading digital assets in markets throughout the United States. As of September 30, 2017, we owned and/or operated television stations in 57 television markets broadcasting over 200 programming streams, including over 100 channels affiliated with the CBS Network (“CBS”), the NBC Network (“NBC”), the ABC Network (“ABC”) and the FOX Network (“FOX”). As of September 30, 2017, our station group reached approximately 10.4% of total United States television households.

Cyclicality and Seasonality

Broadcast advertising revenues are generally highest in the second and fourth quarters each year. This seasonality results partly from increases in consumer advertising in the spring and retail advertising in the period leading up to and including the holiday season. Broadcast advertising revenues are also typically higher in even-numbered years due to increased spending by political candidates, political parties and special interest groups in advance of elections. This political spending typically is heaviest during the fourth quarter.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires our management to make estimates and assumptions that affect the amounts reported in the unaudited condensed consolidated financial statements and the notes to the unaudited condensed consolidated financial statements. Our actual results could differ materially from these estimates. The most significant estimates we make relate to our allowance for doubtful accounts in receivables, valuation of goodwill and intangible assets, amortization of program broadcast rights and intangible assets, pension costs, income taxes, employee medical insurance claims, useful lives of property and equipment and contingencies.

Variable Interest Entity (“VIE”)

We consolidate a VIE when we are determined to be the primary beneficiary. In accordance with U.S. GAAP, in determining whether we are the primary beneficiary of a VIE for financial reporting purposes, we consider whether we have the power to direct the activities of the VIE that most significantly impact the economic performance of the VIE and whether we have the obligation to absorb losses or the right to receive returns that would be significant to the VIE.

On January 17, 2017, we acquired two television stations that were divested by Nexstar Broadcasting, Inc. upon its merger with Media General, Inc. (“Media General”): WBAY-TV (ABC), in the Green Bay, Wisconsin television market (DMA 69), and KWQC-TV (NBC), in the Davenport, Iowa, Rock Island, Illinois, and Moline, Illinois or “Quad Cities” television market (DMA 102), for an adjusted purchase price of $269.9 million (the “Media General Acquisition”) using cash on hand. The Media General Acquisition was completed, in part, through a transaction with a VIE known as Gray Midwest EAT, LLC (“GME”), pursuant to which GME acquired the broadcast licenses of the stations. On May 30, 2017, we exercised an option to acquire the licenses held by GME pending receipt of proceeds receivable from the FCC’s recently completed reverse auction for broadcast spectrum (the “FCC Spectrum Auction”). Upon receipt of the auction proceeds from the FCC, we completed the acquisition of the broadcast licenses from GME.

During the period that GME held those broadcast licenses we believe we were the primary beneficiary of GME, because, subject to the ultimate control of the licensees, we had the power to direct the activities that significantly impact the economic performance of GME through the services we provided, and our obligation to absorb losses and right to earn returns that would be considered significant to GME. As a result, we included the assets, liabilities and results of operations of GME in our consolidated financial statements beginning January 17, 2017 and continuing through August 7, 2017, the date that we were no longer deemed to be the primary beneficiary of GME.

Earnings Per Share

We compute basic earnings per share by dividing net income attributable to common stockholders by the weighted-average number of common shares outstanding during the relevant period. The weighted-average number of common shares outstanding does not include restricted shares. These shares, although classified as issued and outstanding, are considered contingently returnable until the restrictions lapse and, in accordance with U.S. GAAP, are not included in the basic earnings per share calculation until the shares vest. Diluted earnings per share is computed by including all potentially dilutive common shares, including restricted shares and shares underlying stock options, in the denominator of the diluted weighted-average shares outstanding calculation, unless their inclusion would be anti-dilutive. In the three-months ended September 30, 2016, we reported a net loss and therefore all common stock equivalents are excluded from the computation of diluted earnings per share for that period, since their inclusion would be anti-dilutive.

The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding for the three-month and nine-month periods ended September 30, 2017 and 2016 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	**2016**	**2017**	**2016**
Weighted-average shares outstanding-basic	71,636	71,879	71,777	71,850
Common stock equivalents for stock options and restricted stock	818	-	714	873
Weighted-average shares outstanding-diluted	72,454	71,879	72,491	72,723

Accumulated Other Comprehensive Loss

Our accumulated other comprehensive loss balances as of September 30, 2017 and December 31, 2016 consist of adjustments to our pension liability and the related income tax benefit. Our comprehensive income (loss) for the three and nine-month periods ended September 30, 2017 and 2016 consisted entirely of net income (loss). Therefore the consolidated statement of comprehensive income (loss) is not presented for the three and nine-month periods ended September 30, 2017 or 2016.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed principally by the straight-line method. Maintenance, repairs and minor replacements are charged to operations as incurred; major replacements and betterments are capitalized. The cost of any assets sold or retired and the related accumulated depreciation are removed from the accounts at the time of disposition, and any resulting profit or loss is reflected in income or expense for the period. In the nine-months ended September 30, 2017, our total property and equipment balance, before accumulated depreciation, increased primarily as a result of property and equipment acquired in connection with recent acquisitions of television businesses. The remaining changes in the balances in the nine-months ended September 30, 2017 and 2016 were primarily due to routine property and equipment purchases and retirements. The following table lists the components of property and equipment by major category (dollars in thousands):

	September 30, 2017	December 31, 2016	Estimated Useful Lives (in years)
Property and equipment:			
Land	$ 49,651	$ 44,611	
Buildings and improvements	154,391	139,078	7 to 40
Equipment	507,456	471,798	3 to 20
	711,498	655,487	
Accumulated depreciation	(359,537)	(329,394)	
Total property and equipment, net	$ 351,961	$ 326,093	

Allowance for Doubtful Accounts

Our allowance for doubtful accounts is equal to a portion of our receivable balances that are 120 days old or older. We may provide allowances for certain receivable balances that are less than 120 days old when warranted by specific facts and circumstances. We generally write-off accounts receivable balances when the customer files for bankruptcy or when all commonly used methods of collection have been exhausted.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09 – *Revenue from Contracts with Customers* (Topic 606). ASU 2014-09 provides new guidance on revenue recognition for revenue from contracts with customers and will replace most existing revenue recognition guidance when it becomes effective. This guidance requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The standard is intended to improve comparability of revenue recognition practices across entities and provide more useful information through improved financial statement disclosures. In August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers* (Topic 606): *Deferral of the Effective Date*. ASU 2015-14 deferred the effective date of ASU 2014-09 by one year to interim and annual reporting periods beginning after December 15, 2017, and permitted early adoption of the standard, but not before the original effective date of December 15, 2016. The standard permits the use of either a retrospective to each reporting period presented method, or a retrospective with the cumulative effect method to adopt the standard. In April 2016, the FASB issued ASU 2016-10, *Revenue from Contracts with Customers* (Topic 606): *Identifying Performance Obligations and Licensing*. This ASU amends the guidance of ASU 2014-09 to clarify the identification of performance obligations and to provide additional licensing implementation guidance. In May 2016, the FASB issued ASU 2016-12, *Revenue from Contracts with Customers* (Topic 606): *Narrow Scope Improvements and Practical Expedients*. This ASU was issued to provide guidance in assessing collectibility, presentation of sales taxes, noncash consideration, and completed contracts and contract modifications at transition, in order to reduce the potential for diversity in practice at initial application, and to reduce the cost and complexity of applying the standard. In December 2016, the FASB issued ASU 2016-20, *Revenue from Contracts with Customers* (Topic 606): *Technical Corrections and Improvements*. This ASU was issued to clarify the standard and to correct unintended application of guidance. We have completed our internal evaluation of the standard and determined that the adoption of this standard will not have a material effect on our balance sheets and statements of operations. We have determined that we will utilize the modified retrospective method to implement the standard. We are evaluating our footnote disclosures and expect that this standard's most significant impact will be expanded disclosures related to deferred revenue from customer pre-payments. We will continue to develop these disclosures and the related tasks of gathering data to be disclosed, assessing our internal controls and availing ourselves of broadcasting industry related guidance.

In January 2016, the FASB issued ASU No. 2016-01 – *Financial Instruments - Overall* (Subtopic 825-10), *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 amends the guidance in U.S. GAAP regarding the classification and measurement of financial instruments. The new standard significantly revises an entity's accounting related to the classification and measurement of investments in equity securities and the presentation of certain fair value changes for financial liabilities measured at fair value. The standard is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We do not expect that the adoption of this standard will have a material impact on our financial statements.

In February 2016, the FASB issued ASU 2016-02 – *Leases* (Topic 842). ASU 2016-02 will supersede Topic 840, *Leases*, and thus will supersede nearly all existing lease guidance by requiring the reclassification of lease assets and lease liabilities on the balance sheet and requiring disclosure of key information about leasing arrangements. The standard will be effective for fiscal years beginning after December 15, 2018. We have preliminarily determined that the adoption of this standard will not have a material effect on our statements of operations. However, this standard is expected to have a material effect on our balance sheets. Specifically, we expect that, once adopted, we will record a right of use asset and lease obligation liability. As of December 31, 2016, the values of those assets and related liabilities were each approximately $13.2 million. We are also evaluating our footnote disclosure requirements. We will continue to review our contractual obligations related to this standard, and develop our disclosures, assessing our internal controls and availing ourselves of broadcasting industry related guidance.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows* (Topic 230) – *Classification of Certain Cash Receipts and Cash Payments*. ASU 2016-15 amends the guidance of U.S. GAAP with the intent of addressing eight specific cash flow issues with the objective of reducing the existing diversity in practice. One or more of these eight issues are applicable to our financial statements. The standard is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We do not expect that the adoption of this standard will have a material impact on our financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations* (Topic 805) – *Clarifying the Definition of a Business*. ASU 2017-01 amends the guidance of U.S. GAAP with the intent of clarifying the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The standard is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We do not expect that the adoption of this standard will have a material impact on our financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles – Goodwill and Other* (Topic 350) – *Simplifying the Test for Goodwill Impairment*. ASU 2017-04 amends the guidance of U.S. GAAP with the intent of simplifying how an entity is required to test goodwill for impairment by eliminating Step 2 from the goodwill impairment test. Step 2 measures a goodwill impairment loss by comparing the implied fair value of a reporting unit's goodwill with the carrying amount of that goodwill. The standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The standard allows for early adoption, but we have not yet made that determination. We do not expect that the adoption of this standard will have a material impact on our financial statements.

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715) - *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. ASU 2017-07 amends the guidance of U.S. GAAP with the intent of improving the presentation of net periodic pension cost and net periodic postretirement benefit cost by prescribing where the amount of net benefit cost should be presented in an employer's income statement and requiring the disclosure by line item of the amount of net benefit cost that is included in the income statement or capitalized in assets. The standard is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We do not expect that the adoption of this standard will have a material impact on our financial statements.

Adoption of Accounting Standards and Reclassifications

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes* (Topic 740) – *Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 requires a "noncurrent" presentation of all deferred income taxes. As required by our adoption of this standard, the affected amounts have been reclassified on our balance sheets for all periods presented.

In March 2016, the FASB issued ASU 2016-09, *Compensation – Stock Compensation* (Topic 718) – *Improvements to Employee Share-Based Payment Accounting*. ASU 2016-09 amended the guidance in U.S. GAAP with the intent of simplifying several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards, and classification on the statement of cash flows. Our adoption of this standard included an adjustment to record the impact on our deferred asset related to the net federal and state income tax deductions for grants, and subsequent vesting, of restricted stock in excess of our book basis expense. Accordingly, we have recorded adjustments to increase our deferred tax asset and our accumulated deficit, as of January 1, 2017, by approximately $1.1 million. Beginning in 2017, we began recording similar net excess or deficit tax deductions as current tax benefit or expense and as reductions in the related income tax prepaid or payable, or deferred tax assets.

Certain amounts in the condensed consolidated statement of cash flows have been reclassified to conform to the current presentation.

2. Acquisitions

On January 13, 2017, we acquired KTVF-TV (NBC), KXDF-TV (CBS), and KFXF-TV (FOX) in the Fairbanks, Alaska television market (DMA 202), from Tanana Valley Television Company and Tanana Valley Holdings, LLC for $8.0 million (the "Fairbanks Acquisition"), using cash on hand.

As described in Note 1. above, on January 17, 2017, we completed the Media General Acquisition, for an adjusted purchase price of $269.9 million using cash on hand.

On May 1, 2017, we acquired WDTV-TV (CBS) and WVFX-TV (FOX/CW) in the Clarksburg-Weston, West Virginia television market (DMA 169) from Withers Broadcasting Company of West Virginia (the "Clarksburg Acquisition") for a total purchase price of $26.5 million. On June 1, 2016, we began operating the stations, subject to the control of the seller, under a local marketing agreement ("LMA") that terminated upon completion of the acquisition.

On May 1, 2017, we acquired WABI-TV (CBS/CW) in the Bangor, Maine television market (DMA 156) and WCJB-TV (ABC/CW) in the Gainesville, Florida television market (DMA 159) from Community Broadcasting Service and Diversified Broadcasting, Inc. (collectively, the "Diversified Acquisition") for a total purchase price of $85.0 million. On April 1, 2017, we began operating these stations, subject to the control of the seller, under an LMA that terminated upon completion of the acquisition.

On August 1, 2017, we acquired WCAX-TV (CBS) in the Burlington, Vermont – Plattsburgh, New York television markets (DMA 97) from Mt. Mansfield Television, Inc., for $29.0 million in cash (the "Vermont Acquisition"). On June 1, 2017, we advanced $23.2 million of the purchase price to the seller and began to operate the station under an LMA, subject to the control of the seller. At closing, we paid the remaining $5.8 million of the purchase price through the use of cash on hand and the LMA was terminated.

We refer to the eight stations acquired (excluding the stations acquired in the Clarksburg Acquisition) during the first nine months of 2017 and the stations we commenced operating under LMAs during that period as the "2017 Acquisitions." We refer to the 13 stations acquired in 2016, and that we retained in those acquisitions (including the stations in the Clarksburg Acquisition that we commenced operating under an LMA on June 1, 2016) as the "2016 Acquisitions."

The following table summarizes preliminary fair value estimates of the assets acquired, liabilities assumed and resulting goodwill of the 2017 Acquisitions and the Clarksburg Acquisition (in thousands):

	Acquisition					
	Fairbanks	Media General	Clarksburg	Diversified	Vermont	Total
Current assets	$ 122	$ 666	$ 462	$ 361	$ 312	$ 1,923
Property and equipment	2,650	20,181	4,133	12,329	9,513	48,806
Goodwill	471	86,287	3,222	35,486	316	125,782
Broadcast licenses	2,228	149,846	17,003	26,219	7,592	202,888
Other intangible assets	2,702	13,398	2,234	11,051	8,268	37,653
Other non-current assets	71	282	51	27	3,310	3,741
Current liabilities	(140)	(695)	(554)	(423)	(311)	(2,123)
Other long-term liabilities	(84)	-	(51)	(50)	-	(185)
Total	$ 8,020	$ 269,965	$ 26,500	$ 85,000	$ 29,000	$ 418,485

Amounts in the table above are based upon management's preliminary estimates of the fair values using valuation techniques including income, cost and market approaches. The fair value estimates are based on, but not limited to, expected future revenue and cash flows, expected future growth rates, and estimated discount rates.

Property and equipment are being depreciated over their estimated useful lives ranging from three years to 40 years.

Other intangible assets represent primarily the estimated fair values of retransmission agreements of $29.1 million; advertising client relationships of $5.3 million; and favorable income leases of $3.0 million. These intangible assets are being amortized over their estimated useful lives of approximately 4.9 years for retransmission agreements; approximately 10.7 years for advertising client relationships; and approximately 11.9 years for favorable income leases.

Goodwill is calculated as the excess of the consideration transferred over the fair value of the identifiable net assets acquired and liabilities assumed, and represents the future economic benefits expected to arise from other intangible assets acquired that do not qualify for separate recognition, including assembled workforce, as well as future synergies that we expect to generate from each acquisition. We have preliminarily recorded $125.8 million of goodwill related to 2017 Acquisitions. The use of different estimates or assumptions could result in materially different allocations. The goodwill recognized related to these acquisitions is deductible for income tax purposes.

Our consolidated results of operations for the three and nine-months ended September 30, 2017 include the results of the 2017 Acquisitions from the date of the respective transaction. Revenue and operating income attributable to the stations acquired in the 2017 Acquisitions and included in our consolidated statements of operations for the nine-months ended September 30, 2017 were $54.2 million and $25.2 million, respectively. In connection with the 2017 Acquisitions, we incurred a total of $1.0 million of transaction related costs during the nine-months ended September 30, 2017, primarily related to legal, consulting and other professional services. Revenue and operating income attributable to the stations acquired in the 2016 Acquisitions and included in our consolidated statements of operations for the nine-months ended September 30, 2016 were $87.9 million and $35.3 million, respectively.

3. Long-term Debt

As of September 30, 2017 and December 31, 2016, long-term debt primarily consisted of obligations under our 2017 Senior Credit Facility (as defined below), our 2014 Senior Credit Facility (as defined below), our 5.125% Senior Notes due 2024 (the "2024 Notes") and our 5.875% Senior Notes due 2026 (the "2026 Notes"), as follows (in thousands):

	September 30, 2017	December 31, 2016
Long-term debt including current portion:		
2014 Senior Credit Facility	$ -	$ 556,438
2017 Senior Credit Facility	636,838	-
2024 Notes	525,000	525,000
2026 Notes	700,000	700,000
Total outstanding principal	1,861,838	1,781,438
Unamortized deferred loan costs - 2014 Senior Credit Facility	-	(12,158)
Unamortized deferred loan costs - 2017 Senior Credit Facility	(12,406)	-
Unamortized deferred loan costs - 2024 Notes	(6,993)	(7,742)
Unamortized deferred loan costs - 2026 Notes	(9,751)	(10,588)
Unamortized premium - 2026 Notes	5,339	5,797
Less current portion	(6,417)	-
Net carrying value	$ 1,831,610	$ 1,756,747
Borrowing availability under the Revolving Credit Facility	$ 100,000	$ 60,000

On February 7, 2017, we entered into a Third Amended and Restated Credit Agreement (the "2017 Senior Credit Facility"), consisting of a $556.4 million term loan facility (the "2017 Initial Term Loan") and a $100.0 million revolving credit facility (the "2017 Revolving Credit Facility"). Amounts outstanding under the 2017 Initial Term Loan were used to repay amounts outstanding under our prior credit agreement (the "2014 Senior Credit Facility"). On April 3, 2017, we borrowed $85.0 million under an incremental term loan (the "2017 Incremental Term Loan" and, together with the 2017 Initial Term Loan, the "2017 Term Loan") under the 2017 Senior Credit Facility to fund the Diversified Acquisition. As of September 30, 2017, the 2017 Senior Credit Facility provided total commitments of $736.8 million, consisting of the $636.8 million 2017 Term Loan and the $100.0 million 2017 Revolving Credit Facility. Our quarterly principal payments under the 2017 Term Loan are $1.6 million.

Prior to the entry into the 2017 Senior Credit Facility, the 2014 Senior Credit Facility consisted of a revolving loan and a term loan. Excluding accrued interest, the amount outstanding under our 2014 Senior Credit Facility as of December 31, 2016 consisted solely of a term loan balance of $556.4 million. As of December 31, 2016, the interest rate on the balance outstanding under the 2014 Senior Credit Facility was 3.9%.

Borrowings under the 2017 Term Loan currently bear interest, at our option, at either the London Interbank Offered Rate ("LIBOR") or the Base Rate (as defined below), in each case, plus an applicable margin. Currently, the applicable margin is 2.25% for LIBOR borrowings and 1.25% for Base Rate borrowings. The applicable margin is determined quarterly based on our leverage ratio as set forth in the 2017 Senior Credit Facility (the "Leverage Ratio"). If our Leverage Ratio is less than or equal to 5.25 to 1.00, the applicable margin will be 2.25% for all LIBOR borrowings and 1.25% for all Base Rate borrowings and if the Leverage Ratio is greater than 5.25 to 1.00, the applicable margin will be 2.5% for all LIBOR borrowings. As of September 30, 2017, the interest rate on the balance outstanding under the 2017 Term Loan was 3.7%.

Borrowings under the 2017 Revolving Credit Facility currently bear interest, at our option, at either LIBOR plus 1.50% or Base Rate plus 0.50%, in each case based on a first lien leverage ratio test as set forth in the 2017 Senior Credit Facility (the "First Lien Leverage Ratio"). Base Rate is defined as the greatest of (i) the administrative agent's prime rate, (ii) the overnight federal funds rate plus 0.50% and (iii) LIBOR plus 1.00%. We are required to pay a commitment fee on the average daily unused portion of the 2017 Revolving Credit Facility, which rate may range from 0.375% to 0.50% on an annual basis, based on the First Lien Leverage Ratio. The 2017 Revolving Credit Facility matures on February 7, 2022, and the 2017 Term Loan matures on February 7, 2024.

As a result of entering into the 2017 Senior Credit Facility, we recorded a loss on extinguishment of debt of approximately $2.9 million in the nine-months ended September 30, 2017, and we incurred approximately $5.0 million in deferred financing costs that will be amortized over the life of the 2017 Senior Credit Facility.

As of September 30, 2017 and December 31, 2016, we had $525.0 million of 2024 Notes outstanding. The interest rate and yield on the 2024 Notes were 5.125%. The 2024 Notes mature on October 15, 2024. Interest is payable semiannually, on April 15 and October 15 of each year.

On June 14, 2016, we completed the private placement of $500.0 million of our 2026 Notes (the “Original 2026 Notes”) at par. On September 14, 2016, we completed the private placement of an additional $200.0 million of our 2026 Notes (the “Additional 2026 Notes”). The Additional 2026 Notes were issued at a price of 103.0%, resulting in aggregate gross proceeds of approximately $206.0 million, plus accrued and unpaid interest from and including June 14, 2016. As of September 30, 2017 and December 31, 2016, we had $700.0 million of 2026 Notes outstanding. The interest rate and yield on the Original 2026 Notes were 5.875%. The interest rate and yield on the Additional 2026 Notes were 5.875% and 5.398%, respectively. The Additional 2026 Notes are an additional issuance of, rank equally with and form a single series with the Original 2026 Notes. The 2026 Notes mature on July 15, 2026. Interest is payable semiannually, on January 15 and July 15 of each year.

Collateral, Covenants and Restrictions

Our obligations under the 2017 Senior Credit Facility are secured by substantially all of our consolidated assets, excluding real estate. In addition, substantially all of our subsidiaries are joint and several guarantors of, and our ownership interests in those subsidiaries are pledged to collateralize, our obligations under the 2017 Senior Credit Facility. Gray Television, Inc. is a holding company with no material independent assets or operations. For all applicable periods, the 2024 Notes and 2026 Notes have been fully and unconditionally guaranteed, on a joint and several, senior unsecured basis, by substantially all of Gray Television, Inc.'s subsidiaries. Any subsidiaries of Gray Television, Inc. that do not gurantee the 2024 Notes and 2026 Notes are minor. As of September 30, 2017, there were no significant restrictions on the ability of Gray Television, Inc.'s subsidiaries to distribute cash to Gray or to the guarantor subsidaries.

The 2017 Senior Credit Facility contains affirmative and restrictive covenants with which we must comply, including: (a) limitations on additional indebtedness, (b) limitations on liens, (c) limitations on the sale of assets, (d) limitations on guarantees, (e) limitations on investments and acquisitions, (f) limitations on the payment of dividends and share repurchases, (g) limitations on mergers and (h) maintenance of the First Lien Leverage Ratio while any amount is outstanding under the revolving credit facility, as well as other customary covenants for credit facilities of this type. The 2026 Notes and 2024 Notes include covenants with which we must comply which are typical for borrowing transactions of their nature. As of September 30, 2017 and December 31, 2016, we were in compliance with all required covenants under all our debt obligations.

Maturities

Aggregate minimum principal maturities on long-term debt as of September 30, 2017 were as follows (in thousands):

	Minimum Principal Maturities			
Year	**2017 Senior Credit Facility**	**2024 Notes**	**2026 Notes**	**Total**
2017	$ 1,604	$ -	$ -	$ 1,604
2018	6,417	-	-	6,417
2019	6,417	-	-	6,417
2020	6,417	-	-	6,417
2021	6,417	-	-	6,417
Thereafter	609,566	525,000	700,000	1,834,566
Total	$ 636,838	$ 525,000	$ 700,000	$ 1,861,838

4. Fair Value Measurement

For purposes of determining a fair value measurement, we utilize market data or assumptions that market participants would use in pricing an asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized into a hierarchy that gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities ("Level 1") and the lowest priority to unobservable inputs that require assumptions to measure fair value ("Level 3"). Level 2 inputs are those that are other than quoted prices on national exchanges included within Level 1 that are observable for the asset or liability either directly or indirectly ("Level 2").

Fair Value of Other Financial Instruments

The estimated fair value of other financial instruments is determined using market information and appropriate valuation methodologies. Interpreting market data to develop fair value estimates involves considerable judgment. The use of different market assumptions or methodologies could have a material effect on the estimated fair value amounts. Accordingly, the estimates presented are not necessarily indicative of the amounts that we could realize in a current market exchange, or the value that ultimately will be realized upon maturity or disposition.

The carrying amounts of the following instruments approximate fair value due to their short term to maturity: (i) accounts receivable, (ii) prepaid and other current assets, (iii) accounts payable, (iv) accrued employee compensation and benefits, (v) accrued interest, (vi) other accrued expenses, (vii) acquisition-related liabilities and (viii) deferred revenue.

The carrying amount of our long-term debt was $1.9 billion and $1.8 billion, respectively, and the fair value was $1.9 billion and $1.8 billion, respectively, as of September 30, 2017 and December 31, 2016. Fair value of our long-term debt is based on observable estimates provided by third-party financial professionals as of September 30, 2017 and December 31, 2016 and as such is classified within Level 2 of the fair value hierarchy.

5. Stockholders' Equity

We are authorized to issue 135 million shares of all classes of stock, of which 15 million shares are designated Class A common stock, 100 million shares are designated common stock, and 20 million shares are designated "blank check" preferred stock for which our Board of Directors has the authority to determine the rights, powers, limitations and restrictions. The rights of our common stock and Class A common stock are identical, except that our Class A common stock has 10 votes per share and our common stock has one vote per share. Our common stock and Class A common stock are entitled to receive cash dividends if declared, on an equal per-share basis. For the three and nine-month periods ended September 30, 2017 and 2016, we did not declare or pay any common stock or Class A common stock dividends.

In each of March and November 2004, the Board of Directors of the Company authorized the Company to repurchase up to 2.0 million shares of the Company's common stock and Class A common stock. In March 2006, this authorization was increased to an aggregate of 5.0 million shares (the "2004-2006 Repurchase Authorization"). As of December 31, 2016, 279,200 shares remain available for repurchase under this authorization, which has no expiration date. On November 6, 2016, the Board of Directors of the Company authorized the Company to purchase up to an additional $75.0 million of our outstanding common stock prior to December 31, 2019 (the "2016 Repurchase Authorization").

The 2016 Repurchase Authorization prohibits the Company from purchasing shares directly from the Company's officers, directors, or the Gray Television, Inc. Capital Accumulation Plan (the "401k Plan"). During the nine months ended September 30, 2017, we purchased 322,038 shares of our common stock at an average purchase price of $12.39 per share under the 2016 Repurchase Authorization, for a total cost of $4.0 million. As of September 30, 2017, $69.0 million remains available to purchase shares of our common stock under the 2016 Repurchase Authorization.

The extent to which the Company repurchases any of its shares, the number of shares and the timing of any repurchases will depend on general market conditions, regulatory requirements, alternative investment opportunities and other considerations. The Company is not required to repurchase a minimum number of shares, and the repurchase authorizations may be modified, suspended or terminated at any time without prior notice.

Under our various employee benefit plans, including our 401k Plan, we may, at our discretion, issue authorized and unissued shares, or previously issued shares held in treasury, of our Class A common stock or common stock. As of September 30, 2017, we had reserved 1,923,144 shares and 7,632,465 shares of our Class A common stock and common stock, respectively, for future issuance under various employee benefit plans.

6. Retirement Plans

The following table provides the components of net periodic benefit cost for our defined benefit pension plans for the three-month and nine-month periods ended September 30, 2017 and 2016 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	**2016**	**2017**	**2016**
Service cost	$ -	$ -	$ -	$ -
Interest cost	1,167	1,185	3,502	3,554
Expected return on plan assets	(1,412)	(1,298)	(4,236)	(3,892)
Loss amortization	121	153	363	458
Net periodic (benefit) cost	$ (124)	$ 40	$ (371)	$ 120

During the nine-month period ended September 30, 2017, we contributed $0.6 million to our defined benefit pension plans. During the remainder of 2017, we expect to make additional contributions to these plans of between $1.7 million and $2.4 million.

During the three and nine-month periods ended September 30, 2017, we contributed $1.4 million and $5.0 million, respectively, in matching contributions to the 401k Plan. During the remainder of 2017, we estimate that our contributions to this plan will be approximately $1.5 million, excluding discretionary profit-sharing contributions.

7. Share-based Compensation

We recognize compensation expense for share-based payment awards made to our employees, consultants and directors, including stock options and restricted shares awarded under our 2017 Equity and Incentive Compensation Plan (the “2017 EICP”); our 2007 Long-Term Incentive Plan, as amended (the “2007 Incentive Plan”); and our Directors’ Restricted Stock Plan. Currently, there are no outstanding share awards under our Directors’ Restricted Stock Plan. The following table provides information on our share-based compensation expense and related income tax benefit for the three and nine-month periods ended September 30, 2017 and 2016, respectively (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	**2016**	**2017**	**2016**
Stock-based compensation expense, gross	$ 1,532	$ 1,271	$ 4,305	$ 3,827
Income tax benefit at our statutory rate associated with share-based compensation	(597)	(496)	(1,679)	(1,493)
Stock-based compensation expense, net	$ 935	$ 775	$ 2,626	$ 2,334

The 2017 EICP provides for, and, while awards were available for grant thereunder the 2007 Incentive Plan provided for, the grant of incentive stock options, nonqualified stock options, restricted stock awards, stock appreciation rights, and performance awards to acquire shares of our Class A common stock or common stock, or other awards based on our performance, to our employees, consultants and non-employee directors.

During the nine-month period ended September 30, 2017, we granted:

- 307,943 shares of restricted common stock to certain employees, of which 102,648 shares will vest on each of January 31, 2018 and 2019; and 102,647 shares will vest on January 31, 2020;
- 198,220 shares of restricted Class A common stock to an employee, of which 66,073 shares will vest on each of January 31, 2018 and 2019, and 66,074 shares will vest on January 31, 2020; and
- 76,856 shares of restricted Class A common stock to our non-employee directors, all of which will vest on January 31, 2018.

During the nine-month period ended September 30, 2016, we granted:

- 218,452 shares of restricted common stock to certain employees, of which 72,816 shares vested on January 31, 2017; 72,816 shares will vest on January 31, 2018; and 72,820 shares will vest on January 31, 2019;
- 166,677 shares of restricted Class A common stock to an employee, of which 55,559 shares vested on January 31, 2017 and 55,559 shares will vest on each of January 31, 2018 and 2019; and
- 19,048 shares of restricted common stock and 51,935 shares of restricted Class A common stock to certain non-employee directors, all of which vested on January 31, 2017.

A summary of restricted common stock and Class A common stock activity for the nine-month periods ended September 30, 2017 and 2016 is as follows:

	Nine Months Ended			
	September 30, 2017		September 30, 2016	
	Number of Shares	Weighted-average Grant Date Fair Value Per Share	Number of Shares	Weighted-average Grant Date Fair Value Per Share
Restricted stock - common:				
Outstanding - beginning of period	396,033	$12.06	337,506	$9.57
Granted	307,943	$10.40	237,500	$12.88
Vested	(200,291)	$11.82	(178,973)	$8.46
Outstanding - end of period	503,685	$11.14	396,033	$12.06
Restricted stock - class A common:				
Outstanding - beginning of period	415,082	$10.15	374,693	$9.46
Granted	275,076	$10.84	218,612	$11.25
Vested	(227,526)	$10.00	(178,223)	$10.04
Outstanding - end of period	462,632	$10.63	415,082	$10.15

At September 30, 2017 and December 31, 2016, we had outstanding options to acquire 274,746 shares of our common stock, all of which were vested and exercisable. The exercise price of all our outstanding stock options is $1.99 per share. As of September 30, 2017 and December 31, 2016, we did not have any outstanding stock options for our Class A common stock. The aggregate intrinsic value of our outstanding stock options was $3.8 million based on the closing market price of our common stock on September 30, 2017.

In October 2017, we granted restricted stock units ("RSUs") representing 215,500 shares of our common stock to certain non-executive employees, under the provisions of our 2017 EICP. These RSUs will vest on January 31, 2018 and may be settled only by the issuance of shares of our common stock. These RSUs were valued at $3.4 million as of their date of grant. This value will be recorded in our operating expenses on a straight-line basis over the four-month vesting period.

8. Commitments and Contingencies

From time to time, we are or may become subject to legal proceedings and claims that arise in the normal course of our business. In our opinion, the amount of ultimate liability, if any, with respect to known actions, will not materially affect our financial position. However, the outcome of any one or more matters cannot be predicted with certainty, and the unfavorable resolution of any matter could have a material adverse effect on us.

9. Goodwill and Intangible Assets

During the nine-month period ended September 30, 2017, we acquired and disposed of various television broadcast stations and broadcast licenses. See Note 2 "Acquisitions and Dispositions" for more information regarding these transactions. As a result of these transactions, our goodwill and other intangible asset balances changed. A summary of changes in our goodwill and other intangible assets, on a net basis, for the nine-month period ended September 30, 2017 is as follows (in thousands):

	Net Balance at December 31, 2016	Acquisitions And Adjustments	Dispositions	Impairments	Amortization	Net Balance at September 30, 2017
Goodwill	$ 485,318	$ 125,782	$ -	$ -	$ -	$ 611,100
Broadcast licenses	1,340,305	202,923	(13,105)	-	-	1,530,123
Definite lived intangible assets	56,250	42,606	-	-	(18,684)	80,172
Total intangible assets net of accumulated amortization	$ 1,881,873	$ 371,311	$ (13,105)	$ -	$ (18,684)	$ 2,221,395

As of September 30, 2017 and December 31, 2016, our intangible assets and related accumulated amortization consisted of the following (in thousands):

	As of September 30, 2017			As of December 31, 2016		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Intangible assets not currently subject to amortization:						
Broadcast licenses	$ 1,583,822	$ (53,699)	$ 1,530,123	$ 1,394,004	$ (53,699)	$ 1,340,305
Goodwill	611,100	-	611,100	485,318	-	485,318
	$ 2,194,922	$ (53,699)	$ 2,141,223	$ 1,879,322	$ (53,699)	$ 1,825,623
Intangible assets subject to amortization:						
Network affiliation agreements	$ 6,134	$ (2,905)	$ 3,229	$ 1,264	$ (1,264)	$ -
Other definite lived intangible assets	143,446	(66,503)	76,943	105,792	(49,542)	56,250
	$ 149,580	$ (69,408)	$ 80,172	$ 107,056	$ (50,806)	$ 56,250
Total intangibles	$ 2,344,502	$ (123,107)	$ 2,221,395	$ 1,986,378	$ (104,505)	$ 1,881,873

Amortization expense for the nine-month periods ended September 30, 2017 and 2016 was $18.7 million and $12.4 million, respectively. Based on the current amount of intangible assets subject to amortization, we expect that amortization expense for the succeeding five years will be as follows: 2018, $20.4 million; 2019, $15.2 million; 2020, $12.2 million; 2021, $8.1 million; and 2022, $4.8 million. If and when acquisitions and dispositions occur in the future, actual amounts may vary from these estimates.

Impairment of goodwill and broadcast licenses

Our intangible assets are primarily comprised of broadcast licenses. There were no triggering events that required a test of our goodwill or intangible assets for impairment during the nine-month periods ended September 30, 2017 or 2016.

10. Income Taxes

For the three and nine-month periods ended September 30, 2017 and 2016, our income tax expense and effective income tax rates were as follows (dollars in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Income tax expense	$ 10,529	$ 797	$ 65,751	$ 19,109
Effective income tax rate	40.7%	136.5%	40.6%	42.0%

We estimate our differences between taxable income or loss and recorded income or loss on an annual basis. Our tax provision for each quarter is based upon these full-year projections, which are revised each reporting period. These projections incorporate estimates of permanent differences between U.S. GAAP income or loss and taxable income or loss, state income taxes and adjustments to our liability for unrecognized tax benefits to adjust our statutory Federal income tax rate of 35.0% to our effective income tax rate. For the nine-month period ended September 30, 2017, these estimates increased our statutory Federal income tax rate of 35.0% to our effective income tax rate of 40.6% as follows: state income taxes added 4.3% and permanent differences between our U.S. GAAP income and taxable income added 1.3%. For the nine-month period ended September 30, 2016, these estimates increased or decreased our statutory Federal income tax rate of 35.0% to our effective income tax rate of 42.0% as follows: state income taxes added 4.6%, permanent differences between our U.S. GAAP income and taxable income added 2.1%, and discrete items added 1.0%, while adjustments to our reserve for uncertain tax positions resulted in a reduction of 0.7%.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Executive Overview

Gray Television, Inc. and its consolidated subsidiaries (except as the context otherwise provides, "Gray," the "Company," "we," "us" or "our,") is a television broadcast company headquartered in Atlanta, Georgia, that owns and/or operates over 100 television stations and leading digital assets in markets throughout the United States. As of September 30, 2017, we owned and operated television stations in 57 television markets broadcasting over 200 programming streams, including over 100 channels affiliated with the CBS Network ("CBS"), the NBC Network ("NBC"), the ABC Network ("ABC") and the FOX Network ("FOX"). As of September 30, 2017, our station group reached approximately 10.4% of total United States television households.

The following analysis of the financial condition and results of operations of Gray Television, Inc. and its consolidated subsidiaries should be read in conjunction with our unaudited condensed consolidated financial statements and related notes contained in this report and our audited consolidated financial statements and related notes contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (the "2016 Form 10-K").

Recent Acquisitions

On January 13, 2017, we acquired KTVF-TV (NBC), KXDF-TV (CBS), and KFXF-TV (FOX) in the Fairbanks, Alaska television market (DMA 202) for $8.0 million (the "Fairbanks Acquisition").

On January 17, 2017, we acquired WBAY-TV (ABC), in the Green Bay, Wisconsin television market (DMA 69), and KWQC-TV (NBC), in the Davenport, Iowa, Rock Island, Illinois, and Moline, Illinois or "Quad Cities" television market (DMA 102) (collectively, the "Media General Acquisition"), for $269.9 million.

On May 1, 2017, we acquired WDTV-TV (CBS) and WVFX-TV (FOX/CW) in the Clarksburg-Weston, West Virginia television market (DMA 169) from Withers Broadcasting Company of West Virginia (the "Clarksburg Acquisition") for $26.5 million. On June 1, 2016, we began operating these stations, subject to the control of the seller, under a local marketing agreement ("LMA") that terminated upon completion of the acquisition.

On May 1, 2017, we acquired WABI-TV (CBS/CW) in the Bangor, Maine television market (DMA 156) and WCJB-TV (ABC/CW) in the Gainesville, Florida television market (DMA 159) from Community Broadcasting Service and Diversified Broadcasting, Inc. (collectively, the "Diversified Acquisition") for $85.0 million. On April 1, 2017, we began operating these stations, subject to the control of the seller, under an LMA that terminated upon completion of the acquisition.

On August 1, 2017, we acquired WCAX-TV (CBS) in the Burlington, Vermont – Plattsburgh, New York television market (DMA 97) from Mt. Mansfield Television, Inc., (the "Vermont Acquisition") for $29.0 million. On June 1, 2017, we began operating these stations, subject to the control of the seller, under an LMA that terminated upon completion of the acquisition.

We refer to the eight stations acquired (excluding the stations acquired in the Clarksburg Acquisition) during the first nine months of 2017 and the stations we commenced operating under LMAs during that period as the "2017 Acquisitions." We refer to the 13 stations acquired in 2016, and that we retained in those acquisitions (including the stations in the Clarksburg Acquisition that we commenced operating under an LMA on June 1, 2016) as the "2016 Acquisitions."

For additional information regarding our recent acquisitions, see Note 1 "Basis of Presentation" and Note 2 "Acquisitions" of our unaudited condensed consolidated financial statements contained elsewhere in this report.

Recent Financing Transactions

On February 7, 2017, we entered into the 2017 Senior Credit Facility consisting of a $556.4 million term loan facility (the "2017 Initial Term Loan") and a $100.0 million revolving credit facility (the "2017 Revolving Credit Facility"). Borrowings under the 2017 Initial Term Loan were used to repay amounts outstanding under our prior term loan.

On April 3, 2017, we borrowed $85.0 million under an incremental term loan (the "2017 Incremental Term Loan" and, together with the 2017 Initial Term Loan, the "2017 Term Loan") under the 2017 Senior Credit Facility to fund the Diversified Acquisition. Our quarterly principal payments under the 2017 Term Loan are $1.6 million.

Cyclicality, Seasonality and Advertising Concentrations

Broadcast stations like ours rely on advertising revenue, and, as a result, they are sensitive to cyclical changes in the economy. Our political advertising revenue is generally not as significantly affected by economic slowdowns or recessions as our non-political advertising revenue.

Broadcast advertising revenue is generally highest in the second and fourth quarters each year. This seasonality results partly from increases in consumer advertising in the spring and retail advertising in the period leading up to and including the Christmas holiday season. Broadcast advertising revenue is also typically higher in even-numbered years due to spending by political candidates, political parties and special interest groups during the "on year" of the two-year political advertising cycle. This political advertising spending typically is heaviest during the fourth quarter. In addition, the broadcast of Olympic Games by our NBC-affiliated stations during even-numbered years generally leads to increased viewership and revenue during those years.

For the nine-month period ended September 30, 2017, excluding political advertising revenue, our largest advertising customer category was automotive. For the nine-month periods ended September 30, 2017 and 2016, we earned approximately 25% and 23%, respectively, of our total broadcast advertising revenue, excluding political advertising revenue, from automotive customers. Our business and operating results could be materially adversely affected if advertising revenue from automotive customers were to decrease significantly. Our business and operating results could also be materially adversely affected if revenue decreased from one or more other significant advertising categories, such as the medical, restaurant, communications, furniture and appliances, entertainment, or financial service industries.

Please see our "Results of Operations" and "Liquidity and Capital Resources" sections below for further discussion of our operating results.

Revenue

Set forth below are the principal types of revenue, less agency commissions, earned by us for the periods indicated and the percentage contribution of each type of revenue to our total revenue (dollars in thousands):

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017		2016		2017		2016	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
Revenue:								
Local (including internet/digital/mobile)	$ 110,033	50.2%	$ 102,172	50.0%	$ 330,547	50.9%	$ 296,253	51.5%
National	31,027	14.2%	25,426	12.4%	86,822	13.4%	73,575	12.8%
Political	4,005	1.8%	22,272	10.9%	9,034	1.4%	41,576	7.2%
Retransmission consent	70,150	32.0%	51,096	25.0%	207,094	31.9%	148,914	25.9%
Other	3,762	1.8%	3,524	1.7%	15,622	2.4%	14,528	2.6%
Total	$ 218,977	100.0%	$ 204,490	100.0%	$ 649,119	100.0%	$ 574,846	100.0%

Results of Operations

Three-Months Ended September 30, 2017 ("2017 three-month period") Compared to Three-Months Ended September 30, 2016 ("2016 three-month period")

Revenue. Total revenue increased $14.5 million, or 7%, to $219.0 million in the 2017 three-month period compared to the 2016 three-month period. The 2017 Acquisitions and 2016 Acquisitions collectively accounted for approximately $59.3 million of total revenue in the 2017 three-month period. The 2016 Acquisitions accounted for approximately $37.1 million of total revenue in the 2016 three-month period. Excluding the impact of the 2017 Acquisitions and the 2016 Acquisitions, total revenue at our legacy stations decreased primarily due to a $14.2 million decrease in political advertising revenue, resulting primarily from 2017 being the "off-year" of the two-year election cycle. In addition, local and national advertising revenue was impacted by our broadcast of the 2016 Olympic Games in the 2016 nine-month period that produced approximately $8.2 million of local and national advertising revenue. These decreases were partially offset by increases of $10.0 million of retransmission consent revenue in the 2017 three-month period.

Broadcast expenses. Broadcast expenses (before depreciation, amortization and loss on disposal of assets) increased $18.7 million, or 16%, to $139.4 million in the 2017 three-month period due primarily to the 2017 Acquisitions and 2016 Acquisitions, which accounted for approximately $34.9 million of broadcast expenses in the 2017 three-month period. The 2016 Acquisitions accounted for approximately $20.9 million of our broadcast expenses in the 2016 three-month period. In addition to the impact of the 2017 Acquisitions and the 2016 Acquisitions, non-compensation expense at our legacy stations increased $5.9 million primarily as a result of a $5.3 million increase in retransmission expense, consistent with the increase in retransmission consent revenue. Non-cash stock based compensation expenses were $0.4 million and $0.3 million in the 2017 and 2016 three-month periods, respectively.

Corporate and administrative expenses. Corporate and administrative expenses (before depreciation, amortization and loss on disposal of assets) increased $1.1 million, or 15%, to $8.3 million in the 2017 three-month period compared to the 2016 three-month period, primarily as a result of increased professional services and promotional expenses. Non-cash share based compensation expenses were $1.2 million and $1.0 million in the 2017 and 2016 three-month periods, respectively.

Depreciation. Depreciation of property and equipment increased $1.6 million, or 14%, to $13.1 million in the 2017 three-month period compared to the 2016 three-month period. Depreciation increased primarily due to the addition of depreciable assets acquired as a part of the 2017 Acquisitions and the 2016 Acquisitions.

Amortization of intangible assets. Amortization of intangible assets increased approximately $2.2 million, or 53%, to $6.5 million during the 2017 three-month period compared to the 2016 three-month period. Amortization expense increased primarily due to the additional definite-lived intangible assets acquired as a part of the 2017 Acquisitions and the 2016 Acquisitions.

Interest expense. Interest expense decreased $3.7 million or 13% to $24.2 million in the 2017 three-month period compared to the 2016 three-month period. This decrease was attributable to the net effect of an increase in the average borrowings outstanding, offset by a decrease in our average interest rates. The average interest rate on our total outstanding debt balance was 4.9% and 5.6% during the 2017 three-month period and the 2016 three-month period, respectively. Our average outstanding debt balance was $1.9 billion and $1.7 billion during the 2017 three-month period and the 2016 three-month period, respectively, with the increase primarily attributable to the borrowings to finance the 2017 Acquisitions and 2016 Acquisitions.

Loss from early extinguishment of debt. In the 2016 three-month period we completed a tender offer and redemption of our then outstanding 7½% senior notes due 2020 (the "Tender Offer" and the "Redemption"). We recorded a loss from early extinguishment of debt of approximately $32.0 million ($19.5 million net of tax) in the 2016 three-month period, consisting of Tender Offer premiums of $18.2 million, premiums related to the Redemption of $9.1 million, the write off of unamortized deferred financing costs of $8.0 million and the payment of approximately $0.2 million in legal and other professional fees; but reduced by the recognition of un-accreted net premium of $3.5 million.

Income tax expense. We recognized income tax expense of $10.5 million and $0.8 million for the 2017 and 2016 three-month periods, respectively. For the 2017 and 2016 three-month periods, our effective income tax rate was 40.7% and 136.5%, respectively. We estimate our differences between taxable income or loss and recorded income or loss on an annual basis. Our tax provision for each quarter is based upon these full-year projections that are revised each reporting period. These projections incorporate estimates of permanent differences between U.S. GAAP income or loss and taxable income or loss, state income taxes and adjustments to our liability for unrecognized tax benefits. For the 2017 three-month period, these estimates increased or decreased our statutory Federal income tax rate of 35.0% to our effective income tax rate as follows: state income taxes added 4.5%, permanent differences between our U.S. GAAP income and taxable income added 1.3%, and discrete items decreased the effective rate by 0.1%.

Nine-Months Ended September 30, 2017 ("2017 nine-month period") Compared to Nine-Months Ended September 30, 2016 ("2016 nine-month period")

Revenue. Total revenue increased $74.3 million, or 13%, to $649.1 million in the 2017 nine-month period as compared to the 2016 nine-month period. The 2017 Acquisitions and 2016 Acquisitions collectively accounted for approximately $167.9 million of total revenue in the 2017 nine-month period. The 2016 Acquisitions accounted for approximately $87.9 million of total revenue in the 2016 nine-month period. Excluding the impact of the 2017 Acquisitions and the 2016 Acquisitions, total revenue at our legacy stations decreased primarily due to a decrease of $28.9 million in political advertising revenue, resulting primarily from 2017 being the "off-year" of the two-year election cycle. This decrease at our legacy stations was offset by increases of $28.9 million in retransmission consent revenue in the 2017 nine-month period.

Local and national advertising revenue declined, in part, as a result of the impact of the broadcast of the 2017 Super Bowl on our FOX-affiliated stations generating approximately $0.6 million of local and national advertising revenue, compared to $1.6 million that we earned from the broadcast of the 2016 Super Bowl on our CBS-affiliated stations. Local and national advertising revenue also declined because the 2016 nine-month period included approximately $8.2 million of revenue from the broadcast of the 2016 Olympic Games.

Broadcast expenses. Broadcast expenses (before depreciation, amortization and loss (gain) on disposal of assets) increased $59.8 million, or 17%, to $406.4 million in the 2017 nine-month period due primarily to the 2017 Acquisitions and 2016 Acquisitions, which accounted for approximately $95.1 million of broadcast expenses in the 2017 nine-month period. The 2016 Acquisitions accounted for approximately $52.6 million of our broadcast expenses in the 2016 nine-month period. In addition to the impact of the 2017 Acquisitions and the 2016 Acquisitions, non-compensation expense at our legacy stations increased $18.5 million primarily as a result of a $15.7 million increase in retransmission expense, consistent with the increased retransmission consent revenue, and $5.2 million of professional fees. Non-cash stock based compensation expenses were $1.1 million and $0.9 million in the 2017 and 2016 nine-month periods, respectively.

Corporate and administrative expenses. Corporate and administrative expenses (before depreciation, amortization and loss (gain) on disposal of assets) decreased $7.0 million, or 22%, to $24.4 million for the 2017 nine-month period period compared to the 2016 nine-month period primarily as a result of decreases of $7.7 million in professional fees related to acquisitions. We recorded corporate non-cash stock-based compensation expense of $3.2 million and $2.9 million in the 2017 and 2016 nine-month periods, respectively.

Depreciation. Depreciation of property and equipment increased $4.3 million, or 13%, to $38.6 million for the 2017 nine-month period as compared to the 2016 nine-month period. Depreciation increased due to additional property and equipment being placed in service due to routine asset purchases and the 2017 Acquisitions and the 2016 Acquisitions.

Amortization of intangible assets. Amortization of intangible assets increased $6.3 million, or 51%, to $18.7 million during the 2017 nine-month period compared to the 2016 nine-month period due to amortization of the additional definite-lived intangible assets of the 2017 Acquisitions and 2016 Acquisitions.

Interest expense. Interest expense decreased $2.3 million, or 3%, to $71.2 million for the 2017 nine-month period compared to the 2016 nine-month period. This was attributable to a decrease in our average interest rates, partially offset by an increase in our average borrowings outstanding. The average interest rate on our total outstanding debt balance was 4.9% and 5.6% during the 2017 nine-month period and the 2016 nine-month period, respectively. Our average outstanding debt balance was $1.8 billion and $1.6 billion during the 2017 nine-month period and the 2016 nine-month period, respectively, with the increase primarily attributable to the borrowings to finance the 2017 Acquisitions and 2016 Acquisitions.

Loss from early extinguishment of debt. In the 2017 nine-month period, we recorded a loss from early extinguishment of debt of approximately $2.9 million, as a result of entering into our 2017 Senior Credit Facility. In the 2016 nine-month period we completed the Tender Offer and Redemption, and we recorded a loss from early extinguishment of debt of approximately $32.0 million ($19.5 million net of tax) in the 2016 nine-month period, consisting of Tender Offer premiums of $18.2 million, premiums related to the redemption of $9.1 million, the write off of unamortized deferred financing costs of $8.0 million and the payment of approximately $0.2 million in legal and other professional fees; but reduced by the recognition of un-accreted net premium of $3.5 million.

Income tax expense. We recognized income tax expense of $65.8 million and $19.1 million in the 2017 and 2016 nine-month periods, respectively. For the 2017 and 2016 nine-month periods, our effective income tax rate was 40.6% and 42.0%, respectively. The primary reason for the increase in our income tax expense was the increase in our pre-tax income in the 2017 nine-month period compared to the 2016 nine-month period. We estimate our differences between taxable income or loss and recorded income or loss on an annual basis. Our tax provision for each quarter is based upon these full-year projections that are revised each reporting period. These projections incorporate estimates of permanent differences between U.S. GAAP income or loss and taxable income or loss, state income taxes and adjustments to our liability for unrecognized tax benefits. For the 2017 nine-month period, these estimates increased our statutory Federal income tax rate of 35.0% to our effective income tax rate as follows: state income taxes added 4.3% and permanent differences between our U.S. GAAP income and taxable income added 1.3%.

Liquidity and Capital Resources

General

The following table presents data that we believe is helpful in evaluating our liquidity and capital resources (in thousands):

	Nine Months Ended September 30,	
	2017	**2016**
Net cash provided by operating activities	$ 114,346	$ 103,419
Net cash used in investing activities	(336,334)	(469,504)
Net cash provided by financing activities	69,653	499,165
(Decrease) increase in cash	$ (152,335)	$ 133,080

	As of	
	September 30, 2017	**December 31, 2016**
Cash	$ 172,854	$ 325,189
Long-term debt	$ 1,831,610	$ 1,756,747
Borrowing availability under the Revolving Credit Facility	$ 100,000	$ 60,000

Our 2017 Senior Credit Facility consists of the 2017 Revolving Credit Facility and the 2017 Term Loan. Excluding accrued interest, the amount outstanding under our 2017 Senior Credit Facility as of September 30, 2017 and the 2014 Senior Credit Facility as of December 31, 2016 consisted solely of a term loan totaling $636.8 million and $556.4 million, respectively. On April 3, 2017, we borrowed $85.0 million under the 2017 Incremental Term Loan. Our maximum borrowing availability under our 2017 Revolving Credit Facility is limited by our required compliance with certain restrictive covenants, including a first lien net leverage ratio covenant.

As of September 30, 2017, the interest rate on the balance outstanding under the 2017 Senior Credit Facility was 3.7%. As of December 31, 2016, the interest rate on the balance outstanding under the 2014 Senior Credit Facility was 3.9%.

Borrowings under the 2017 Term Loan currently bear interest, at our option, at either the London Interbank Offered Rate ("LIBOR") or the Base Rate (as defined below), in each case, plus an applicable margin. Currently, the applicable margin is 2.25% for LIBOR borrowings and 1.25% for Base Rate borrowings. The applicable margin is determined quarterly based on our leverage ratio as set forth in the 2017 Senior Credit Facility (the "Leverage Ratio"). If our Leverage Ratio is less than or equal to 5.25 to 1.00, the applicable margin will be 2.25% for all LIBOR borrowings and 1.25% for all Base Rate borrowings and if the Leverage Ratio is greater than 5.25 to 1.00, the applicable margin will be 2.5% for all LIBOR borrowings.

Borrowings under the 2017 Revolving Credit Facility currently bear interest, at our option, at either LIBOR plus 1.50% or the Base Rate plus 0.50%, in each case based on a first lien leverage ratio test as set forth in the 2017 Senior Credit Facility (the "First Lien Leverage Ratio"). Base Rate is defined as the greatest of (i) the administrative agent's prime rate, (ii) the overnight federal funds rate plus 0.50% and (iii) LIBOR plus 1.00%. We are required to pay a commitment fee on the average daily unused portion of the 2017 Revolving Credit Facility, which rate may range from 0.375% to 0.50% on an annual basis, based on the First Lien Leverage Ratio. The 2017 Revolving Credit Facility matures on February 7, 2022 and the 2017 Term Loan matures on February 7, 2024.

As a result of the amendment and restatement of our prior senior credit facility in the form of the 2017 Senior Credit Facility, we recorded a loss from early extinguishment of debt of approximately $2.9 million in the 2017 nine-month period, and we incurred approximately $5.0 million in deferred financing costs that will be amortized over the term of the 2017 Senior Credit Facility. Our quarterly principal payments under the 2017 Term Loan are $1.6 million.

As of September 30, 2017 and December 31, 2016, we had $525.0 million of 2024 Notes outstanding. The interest rate and yield on the 2024 Notes were 5.125%. The 2024 Notes mature on October 15, 2024. Interest is payable semiannually, on April 15 and October 15 of each year, commencing on April 15, 2017.

On June 14, 2016, we completed the private placement of $500.0 million of our 2026 Notes (the "Original 2026 Notes") at par. On September 14, 2016, we completed the private placement of an additional $200.0 million of our 2026 Notes (the "Additional 2026 Notes"). The Additional 2026 Notes were issued at a price of 103.0%, resulting in aggregate gross proceeds of approximately $206.0 million, plus accrued and unpaid interest from and including June 14, 2016. As of September 30, 2017 and December 31, 2016, we had $700.0 million of 2026 Notes outstanding. The interest rate and yield on the Original 2026 Notes were each 5.875%. The interest rate and yield on the Additional 2026 Notes were 5.875% and 5.398%, respectively. The Additional 2026 Notes are an additional issuance of, rank equally with and form a single series with the Original 2026 Notes. The 2026 Notes mature on July 15, 2026. Interest is payable semiannually, on January 15 and July 15 of each year.

Our obligations under the 2017 Senior Credit Facility are secured by substantially all of our consolidated assets, excluding real estate. In addition, substantially all of our subsidiaries are joint and several guarantors of, and our ownership interests in those subsidiaries are pledged to collateralize, our obligations under the 2017 Senior Credit Facility. Gray Television, Inc. is a holding company with no material independent assets or operations. For all applicable periods, the 2024 Notes and 2026 Notes have been fully and unconditionally guaranteed, on a joint and several, senior unsecured basis, by substantially all of Gray Television, Inc.'s subsidiaries. Any subsidiaries of Gray Television, Inc. that do not gurantee the 2024 Notes and 2026 Notes are minor. As of September 30, 2017, there were no significant restrictions on the ability of Gray Television, Inc.'s subsidiaries to distribute cash to Gray or to the guarantor subsidaries.

The 2017 Senior Credit Facility contains affirmative and restrictive covenants with which we must comply, including: (a) limitations on additional indebtedness, (b) limitations on liens, (c) limitations on the sale of assets, (d) limitations on guarantees, (e) limitations on investments and acquisitions, (f) limitations on the payment of dividends and share repurchases, (g) limitations on mergers and (h) maintenance of the First Lien Leverage Ratio while any amount is outstanding under the revolving credit facility, as well as other customary covenants for credit facilities of this type. The 2026 Notes and 2024 Notes include covenants with which we must comply which are typical for borrowing transactions of their nature. As of September 30, 2017 and December 31, 2016, we were in compliance with all required covenants under all our debt obligations.

Net Cash Provided By (Used In) Operating, Investing and Financing Activities

Net cash provided by operating activities was $114.3 million in the 2017 nine-month period compared to $103.4 million in the 2016 nine-month period. The increase of $10.9 million in the 2017 nine-month period was the result of a $69.9 million increase in net income, partially offset by a $49.5 million decrease in net non-cash expenses, primarily depreciation, amortization of intangible assets, deferred income taxes and gain on disposal of assets. Changes in our working capital accounts used $9.5 million of cash. These changes were primarily due to the impact on our statement of operations from changes in the components of our debt financing, changes in our tax position, the 2017 Acquisitions, the 2016 Acquisitions and the gain on disposal of assets resulting from the FCC Sprectrum Auction.

Net cash used in investing activities was $336.3 million in the 2017 nine-month period compared to net cash used in investing activities of $469.5 million for the 2016 nine-month period. The decrease was largely due to decreased use of cash for acquisition activity in the 2017 nine-month period.

Net cash provided by financing activities was approximately $69.7 million in the 2017 nine-month period compared to net cash provided by financing activities of $499.2 million in the 2016 nine-month period. Net cash provided by financing activities in the 2017 nine-month period was primarily from borrowings of $85.0 million under 2017 Term Loan; reduced by $4.6 million of quarterly principal payments under the 2017 Term Loan; reduced by $5.0 million of deferred financing costs primarily related to the 2017 Senior Credit Facility. Also, in the 2017 nine-month period we used $4.0 million to repurchase shares of our common stock and made $1.8 million of payments for taxes related to net share settlements of equity awards.

Liquidity

As of September 30, 2017, we had $6.4 million in debt principal payments due over the next twelve months. We estimate that we will make approximately $90.8 million in debt interest payments over the twelve months immediately following September 30, 2017.

Although our cash flows from operations are subject to a number of risks and uncertainties, we anticipate that our cash on hand, future cash expected to be generated from operations, borrowings from time to time under the 2017 Senior Credit Facility (or any such other credit facility as may be in place at the appropriate time) and, potentially, external equity or debt financing, will be sufficient to fund any debt service obligations, estimated capital expenditures and acquisition-related obligations. Any potential equity or debt financing would depend upon, among other things, the costs and availability of such financing at the appropriate time. We also presently believe that our future cash expected to be generated from operations and borrowing availability under the 2017 Senior Credit Facility (or any such other credit facility) will be sufficient to fund our future capital expenditures and long-term debt service obligations until at least February 7, 2024, which is the maturity date of the term loans under the 2017 Senior Credit Facility.

Capital Expenditures

Capital expenditures in the 2017 and 2016 nine-month periods were $21.4 million and $33.2 million, respectively. We anticipate that our capital expenditures for the remainder of 2017 will range between approximately $14.0 million and $15.0 million.

Results of FCC Spectrum Auction

On August 7, 2017, we received $90.8 million resulting from our relinquishment of two licenses in the FCC's Spectrum Auction. Due to prior planning in connection with this transaction and our recently completed acquisitions, we anticipate that we will be able to defer any related income tax payments on a long-term basis.

Other

We file a consolidated federal income tax return and such state and local tax returns as are required. During the 2017 nine-month period we made income tax payments (net of refunds) of $1.2 million. During the remainder of 2017, we anticipate making income tax payments (net of refunds) of approximately $0.6 million. Income tax payments are likely to be higher beginning in 2018, assuming no significant changes to the corporate tax code as currently in effect, as a result of our utilization of certain of our net operating loss carryforwards.

During the 2017 nine-month period, we contributed $0.6 million to our defined benefit pension plan. During the remainder of 2017, we expect to make additional contributions to these plans of between $1.7 million and $2.4 million.

Critical Accounting Policies

The preparation of financial statements in conformity with U.S. GAAP requires management to make judgments and estimations that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. We consider our accounting policies relating to intangible assets and income taxes to be critical policies that require judgments or estimations in their application where variances in those judgments or estimations could make a significant difference to future reported results. These critical accounting policies and estimates are more fully discussed in our 2016 Form 10-K.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q (this “Quarterly Report”) contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are all statements other than those of historical fact. When used in this Quarterly Report, the words “believes,” “expects,” “anticipates,” “estimates,” “will,” “may,” “should” and similar words and expressions are generally intended to identify forward-looking statements. Among other things, statements that describe our expectations regarding our results of operations, general and industry-specific economic conditions, future pension plan contributions, future capital expenditures are forward-looking statements. Readers of this Quarterly Report are cautioned that any forward-looking statements, including those regarding the intent, belief or current expectations of our management, are not guarantees of future performance, results or events and involve risks and uncertainties, and that actual results and events may differ materially from those contained in the forward-looking statements as a result of various factors including, but not limited to, those listed under the heading “Risk Factors” in our 2016 Form 10-K and as may be described in subsequently filed quarterly reports on Form 10-Q, as well as the other factors described from time to time in our filings with the Securities and Exchange Commission. Forward-looking statements speak only as of the date they are made. We undertake no obligation to update such forward-looking statements to reflect subsequent events or circumstances.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

We believe that the market risk of our financial instruments as of September 30, 2017 has not materially changed since December 31, 2016. The market risk profile as of December 31, 2016 is disclosed in our 2016 Form 10-K.

Item 4. Controls and Procedures

As of the end of the period covered by this Quarterly Report, an evaluation was carried out under the supervision and with the participation of management, including the Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), of the effectiveness of our disclosure controls and procedures. Based on that evaluation, the CEO and the CFO have concluded that, as of the end of the period covered by this Quarterly Report, our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or furnish under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and to ensure that such information is accumulated and communicated to our management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosures. No system of controls, no matter how well designed and implemented, can provide absolute assurance that the objectives of the system of controls are met and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected.

There were no changes in our internal controls over financial reporting during the three-month period ended September 30, 2017 identified in connection with this evaluation that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. Risk Factors

Please refer to the information set out under the heading "Risk Factors" in Part I, Item 1A in our 2016 Form 10-K for a description of risk factors that we determined to be most material to our financial condition and results of operations. We do not believe there have been any material changes in these risk factors. Additional risks not currently known to us or that we do not currently consider material may also materially adversely affect our financial condition and results of operations in the future.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

In each of March and November 2004, the Board of Directors of the Company authorized the Company to repurchase up to 2.0 million shares of the Company's common stock or Class A common stock. In March 2006, this authorization was increased to an aggregate of 5.0 million shares (the "2004-2006 Repurchase Authorization"). As of September 30, 2017, 279,200 shares remain available for repurchase under this authorization, which has no expiration date.

On November 6, 2016, the Board of Directors of the Company authorized the Company to purchase up to an additional $75.0 million of our outstanding common stock prior to December 31, 2019 (the "2016 Repurchase Authorization").

The extent to which the Company repurchases any of its shares, the number of shares and the timing of any repurchases will depend on general market conditions, regulatory requirements, alternative investment opportunities and other considerations. The Company is not required to repurchase a minimum number of shares, and the repurchase authorizations may be modified, suspended or terminated at any time without prior notice.

The Company did not repurchase any shares of common stock or Class A common stock under these authorizations during the three-months ended September 30, 2017.

Item 6. Exhibits

Exhibit 10.1	Executive and Key Employee Change in Control Severance Plan*
Exhibit 10.2	Form of Employee Restricted Stock Award Agreement pursuant to the Gray Television, Inc. 2017 Equity and Incentive Compensation Plan*
Exhibit 10.3	Form of Employee Restricted Stock Units Award Agreement pursuant to the Gray Television, Inc. 2017 Equity and Incentive Compensation Plan*
Exhibit 31.1	Rule 13(a) – 14(a) Certificate of Chief Executive Officer
Exhibit 31.2	Rule 13(a) – 14(a) Certificate of Chief Financial Officer
Exhibit 32.1	Section 1350 Certificate of Chief Executive Officer
Exhibit 32.2	Section 1350 Certificate of Chief Financial Officer
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Management contract or compensatory plan or arrangement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GRAY TELEVISION, INC.
(Registrant)

Date: November 6, 2017

By: /s/ James C. Ryan
James C. Ryan
Executive Vice President and Chief Financial Officer

Exhibit 10.1

GRAY TELEVISION, INC.
EXECUTIVE AND KEY EMPLOYEE
CHANGE IN CONTROL SEVERANCE PLAN

Effective as of August 7, 2017

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GRAY TELEVISION, INC.
EXECUTIVE AND KEY EMPLOYEE
CHANGE IN CONTROL SEVERANCE PLAN

Effective as of August 7, 2017

Section 1

Definitions

Capitalized terms used in the Plan and not elsewhere defined herein shall have the meanings set forth in this Section:

1.1 "Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.

1.2 "Agreement" shall mean a confidential settlement agreement and general release in the form attached hereto as Exhibit A.

1.3 "Base Salary" shall mean the greater of (a) the Participant's annual rate of base pay on the Participant's Termination Date and (b) the Participant's highest annual rate of base pay during the 90-day period preceding the Change in Control, in each case as reflected on the Employer's payroll records, and not including bonuses, overtime pay, compensatory time-off, commissions, incentive or deferred compensation, employer contributions towards employee benefits, or any other additional compensation. For purposes of this Plan, a Participant's annual base pay or annual salary shall include any salary reduction contributions made on his or her behalf to any plan of the Company or the Employer under Section 125, 132(f) or 401(k) of the Code.

1.4 "Board" shall mean the Board of Directors of the Company, or such person or group of persons (including without limitation a committee of such Board of Directors) to whom such Board of Directors delegates responsibilities under this Plan.

1.5 "Cause" shall mean any of the following:

(a) conduct by the Participant that amounts to fraud, dishonesty, gross negligence or willful misconduct in the performance of his or her duties to the Company, or conduct that has materially and adversely affected the business, reputation or interest of the Company or any of its Affiliates;

(b) the breach by the Participant of any covenant, promise or agreement with the Company, or the failure by the Participant to otherwise perform his or her duties to the Company in the manner and to the extent required, or the breach by the Participant of any other obligation owed by the Participant to the Company or the failure by the Participant to comply with policies, procedures and directions adopted or established by the Company;

(c) the indictment or conviction of the Participant of a felony; or

(d) misappropriation of or intentional material damage to the property or business of the Company.

1.6 "Capital Stock" of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, of such Person, including any Preferred Stock.

1.7 Reserved

1.8 "Change in Control" shall mean the occurrence (after the effective date of this Plan) of any of the following events:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power represented by the outstanding Voting Stock of the Company; provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company; (ii) any acquisition by the Company; (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; (iv) any acquisition by any such person or group pursuant to a transaction that complies with clauses (i) and (ii) of Section 1.8(c); or (v) any acquisition by a Permitted Holder;

(b) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election, by the Company's shareholders, of each new director is approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at the beginning of the period but excluding any individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors of the Company;

(c) consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or securities of another entity by the Company or any of its Subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (i) the "beneficial owners" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of the total voting power represented by the outstanding Voting Stock of the Company immediately prior to consummation of such Business Combination beneficially own, immediately following consummation of such Business Combination, directly or indirectly, more than 50% of the total voting power represented by the then-outstanding Voting Stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries), and (ii) no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than a Permitted Holder, is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power represented by the then-outstanding Voting Stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination, except to the extent that such ownership existed prior to the Business Combination; or

(d) approval by the Company's shareholders of a complete liquidation or dissolution of the Company.

1.9 "COBRA" shall mean Part 6 of Subtitle B of Title I of ERISA.

1.10 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.11 "Company" shall mean Gray Television, Inc., a Georgia corporation.

1.12 "Disability" shall mean, with respect to any Participant, that such Participant (a) as determined by the Board in its sole discretion, is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

1.13 "Eligible Employees" shall mean all Executive Officers and Key Employees of an Employer.

1.14 "Employer" shall mean the Company and its Subsidiaries and Affiliates that participate in the Plan with the approval of the Board.

1.15 "Employment Agreement" shall mean any effective employment, severance, consulting or similar agreement (including any offer letter) between the Employer and a Participant.

1.16 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.17 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as such law, rules and regulations may be amended from time to time.

1.18 "Executive Officer" shall mean each active, full-time executive officer of the Company, as designated from time to time by the Board.

1.19 "Good Reason" shall mean the occurrence of any of the following events: (a) a material and permanent diminution of the authority, duties or responsibilities of the Participant; (b) a material diminution in the Participant's aggregate base salary or annual incentive opportunity; or (c) the permanent reassignment of the Participant to a worksite outside of a fifty (50) mile radius from the Participant's current office location; provided, however, that none of the foregoing events or conditions will constitute "Good Reason" unless: (x) the Participant, within sixty (60) days following the occurrence thereof; provides the Employer with written objection to the event or condition and written notice of Participant's intention to invoke the right to terminate for Good Reason, (y) the Employer does not reverse or otherwise cure the event or condition within thirty (30) days of receiving that written objection; and (z) the Participant actually terminates his employment within sixty (60) days following the expiration of that cure period. The Participant may not invoke termination for Good Reason if Cause exists at the time the Participant invokes such right to terminate employment for Good Reason, or at any time between such date and the date the Participant actually terminates employment for Good Reason pursuant to the preceding sentence.

1.20 "Involuntary Termination" shall mean the termination of a Participant's employment by the Employer for any reason within 24 months following a Change in Control provided that the Participant has experienced a Separation from Service; provided, however, that an Involuntary Termination of a Participant's employment shall not occur if:

(a) the termination of the Participant's employment is due to (i) the transfer of the Participant to an Affiliate or Subsidiary of the Company, (ii) the transfer of any operations of the Company or a Subsidiary, operation, section or division of the Company to an Affiliate of the Company or an entity unrelated to the Company (irrespective of whether assets of the Company or any such Subsidiary, operation, section or division are sold or transferred to such unrelated entity), or (iii) the purchase of the Company or a Subsidiary, operation, section or division of the Company by a third party purchaser, and, in each case, the Participant is offered comparable employment by the purchaser, as determined by the Company in its sole discretion;

(b) the Participant's employment terminates on account of the Participant's (i) death, (ii) Disability or (iii) retirement under a retirement plan of the Company that is qualified under section 401(a) of the Code covering such Participant, provided that, for the avoidance of doubt, a termination by the Company without Cause or by a Participant for Good Reason shall not fail to be an Involuntary Termination or a Voluntary Termination, as applicable, merely because the Participant is retirement eligible as described in this clause (iii);

(c) the Participant's employment is terminated for Cause; or

(d) the Participant resigns his employment with the Employer without Good Reason or fails to continue reporting to work through the Termination Date, unless the Employer agrees in writing to release him earlier.

1.21 "Key Employee" shall mean each active, full-time employee designated in writing by the Board. For purposes of the Plan, a full-time employee is an employee of the Company or an Employer who is regularly scheduled to work at least 32 hours per week.

1.22 "Parent Entity" shall mean any Person of which the Company at any time is or becomes a Subsidiary after the effective date of the Plan and any holding company established by any Permitted Holder for purposes of holding its investment in any Parent Entity.

1.23 "Participant" shall mean an Eligible Employee who is designated for participation as set forth in Section 2.

1.24 "Permitted Holder" shall mean (a) the estate of J. Mack Robinson; (b) Harriet J. Robinson and her lineal descendants, spouses of her lineal descendants; (c) in the event of the incompetence or death of any of the Persons described in clause (b), such Person's estate, executor, administrator, committee or other personal representative; (d) any trusts created for the benefit of the Persons described in clause (a) or (b); (e) any Person controlled by any of the Persons described in clause (a), (b), (c) or (d); and (f) any group of Persons in which the Persons described in clause (a), (b), (c), (d) or (e), individually or collectively, control such group. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or by agreement or otherwise.

1.25 "Person" shall mean any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

1.26 "Plan" shall mean this Gray Television, Inc. Executive And Key Employee Change in Control Severance Plan.

1.27 "Plan Administrator" shall mean the Board in its capacity as administrator of the Plan, or such person as the Board shall designate.

1.28 "Plan Year" shall mean the calendar year; provided that the initial Plan Year of the Plan shall begin on January 1, 2017 and end on December 31, 2017.

1.29 "Preferred Stock" as applied to the Capital Stock of any Person, shall mean Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Capital Stock of any other class of such Person.

1.30 "Senior Key Employee" shall mean an officer of the Company who reports directly to the Chief Executive Officer of the Company or is otherwise designated by the Chief Executive Officer and the Board as a Senior Key Employee for purposes of the Plan.

1.31 "Separation from Service" shall mean a "separation from service" as defined under Section 409A of the Code.

1.32 "Severance Factor" shall mean the factor applicable to the applicable Participant's position as set forth in the following table:

Position of Participant	**Factor**
Chief Executive Officer	3.0
Senior Key Employee	2.0
Other Participants	1.0

1.33 "Severance Period" shall mean a period of time beginning on the Termination Date, the duration of which is the number of years (including fractional years) equal to the Participant's Severance Factor.

1.34 "Stock" shall mean, collectively, the Company's Class A Common Stock, without par value, and the Company's common stock, without par value.

1.35 "Subsidiary" shall mean, with respect to any Person, a corporation, company or other entity (a) more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture, limited liability company, unincorporated association or other similar entity), but more than 50% of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter, owned or controlled, directly or indirectly, by such Person.

1.36 "Termination" shall mean either an Involuntary Termination or a Voluntary Termination.

1.37 "Termination Date" shall mean the effective date of the termination of the Participant's employment with the Employer as designated by the Employer in writing in the case of an Involuntary Termination and the date of the Participant's resignation in the case of Voluntary Termination.

1.38 "Voluntary Termination" shall mean the Participant's resignation from employment with the Employer for Good Reason within 24 months following a Change in Control, provided that the resignation results in a Separation from Service.

1.39 "Voting Stock" means, with respect to any Person, Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

Section 2

Participation

2.1 An Eligible Employee shall become a Participant in this Plan only if he (a) is the Chief Executive Officer of the Company, (b) is a Senior Key Employee, or (c) is an Executive Officer or a Key Employee designated by the Board as a Participant in this Plan.

Section 3

Eligibility for Benefits

3.1 Conditions for Eligibility. Subject to the conditions and limitations of this Section 3 and the other provisions in the Plan, a Participant shall be entitled to the severance benefits described herein only upon satisfaction of all the following conditions (and all other applicable conditions contained herein):

(a) he suffers a Termination;

(b) he executes a Confidential Agreement and General Release without modification and in its entirety no later than forty-five (45) days after the Termination Date, and he does not timely revoke the Agreement;

(c) he returns to the Employer any property of the Company or the Employer which has come into his possession; and

(d) he remains actively at work through his Termination Date unless the Employer agrees in writing to release the Participant from employment earlier than the Termination Date.

3.2 Exclusions. Each Participant shall cease to be entitled to severance benefits, upon the earliest to occur of the following:

(a) his breach of the Agreement or the invalidity or unenforceability of such Agreement;

(b) his engaging in any conduct which is described in the definition of "Cause" in Section 1.5 of this Plan;

(c) his reemployment by the Company or an Employer; or

(d) his breach of Section 10 of the Plan.

Section 4

Severance Benefits After a Change in Control

4.1 Benefits. If a Participant experiences a Termination within 24 months following a Change in Control, and complies with all of the other terms and conditions of the Plan, he shall be eligible to receive:

(a) a severance payment in an amount equal to the product of (i) the sum of the Participant's annual Base Salary plus the Participant's current target annual cash incentive in effect immediately prior to the Change in Control multiplied by (ii) the Participant's Severance Factor, payable in a lump sum (except as otherwise provided in Section 8.15) on the sixtieth (60^{th}) day following the Terminate Date;

(b) a payment in an amount equal to the Participant's target annual cash incentive for the calendar year in which the Termination occurs, pro-rated based on the number of days that elapse between January 1 of such year and the Termination Date, payable in a lump sum (except as otherwise provided in Section 8.15) on the sixtieth (60^{th}) day following the Terminate Date;

(c) if the Participant timely elects to continue group health care coverage under COBRA, subject to the Company's COBRA policies, the Company will reimburse the Participant for a portion of the Participant's monthly COBRA payment (as described below) until the earliest of (i) the termination of the Participant's COBRA period; (ii) the expiration of the Participant's Severance Period; or (iii) the date on which the Participant becomes eligible to receive any medical benefits under any plan or program of any other employer. The Participant will be responsible for payment of the COBRA premium and will be reimbursed by the Company for the portion of the premium that the Company would have paid if the Participant had continued to be an employee of the Company. If the COBRA period expires before the applicable Severance Period has elapsed following the Participant's termination of employment, the Company shall pay the Participant a monthly amount equal to the monthly contribution that the Company would have paid for the Participant's coverage under the applicable group health plan of the Company if the Participant had continued as an employee of the Company until the earlier of (x) the expiration of the applicable Severance Period or (ii) the date on which the Participant becomes eligible to receive any medical benefits under any plan or program of any other employer. Such benefit will be taxable to the Participant;

(d) with respect to any equity awards the Participant may have received under any equity compensation plans or arrangements sponsored by the Company, its successor or any of their respective Subsidiaries or Affiliates (i) such awards that are unvested shall immediately vest, and for stock options become exercisable, upon the termination of the Participant's employment and otherwise be subject to terms consistent with such plan or arrangement, including the time for payment of such award; provided, however, that any awards subject to vesting upon the attainment of performance goals shall become vested in an amount equal to (A) the total portion of the award that would have vested following the end of the performance period based on target performance in accordance with the terms of the governing arrangements under which such performance-based awards were granted, less (B) the portion of the award that had already become vested as of the Termination Date in respect of such award, but in no event may negative discretion be exercised with respect to any such performance awards; and (ii) if any such equity awards are stock options that are not intended to qualify as "incentive stock options" under Section 422 of the Code, those stock options will, to the extent not exchanged for consideration other than a stock option, cancelled or forfeited in connection with the applicable Change of Control, be exercisable for a period of twelve months following the Termination Date, but in no event later than the date on which the stock options would have expired if the Participant had remained in continuous employment with the Company; and

(e) an amount equal to all of the Participant's accrued but unpaid Base Salary and accrued but unused vacation pay under the Company's vacation policy, to the extent not already paid, as of the Termination Date, payable in a lump sum (except as otherwise provided in Section 8.15) on the sixtieth (60th) day following the Terminate Date.

4.2 Reemployment of Participant. If a Participant who is receiving severance benefits is reemployed by the Company or breaches the Agreement, payment of severance benefits shall immediately cease. In the event that severance benefits are paid in a lump sum, upon rehire by the Company, the Participant shall be required to repay to the Company the portion of the total severance benefits that would not have been paid to him if he had been receiving his severance benefits in semi-monthly installments.

4.3 Death of Participant. If a Participant dies prior to payment of all severance benefits to which he is entitled, any unpaid severance benefits shall be paid to the Participant's surviving spouse or, if no spouse survives, to the Participant's estate.

Section 5

Tax Adjustments

Notwithstanding any provision of this Plan to the contrary, if any payment or benefit to be paid or provided hereunder or under any other plan or agreement would be an "Excess Parachute Payment," within the meaning of Section 280G of the Code, or any successor provision thereto, but for the application of this sentence, then the payments and benefits to be paid or provided hereunder shall be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; provided, however, that the foregoing reduction shall be made only if and to the extent that such reduction would result in an increase in the aggregate payments and benefits to be provided, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income taxes). The determination of whether any reduction in such payments or benefits to be provided hereunder is required pursuant to the preceding sentence shall be made at the expense of the Company, if requested by the Participant or the Company, by the Company's independent accountants or a nationally recognized law firm chosen by the Company. The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Section shall not of itself limit or otherwise affect any other rights of the Participant under this Plan. In the event that any payment or benefit intended to be provided hereunder is required to be reduced pursuant to this Section, then the reduction shall occur in the following order: (a) reduction of the lump sum amount set forth in Section 4.1(a), (b) reduction of the lump sum amount set forth in Section 4.1(b) and (c) reduction, on a pro-rata basis, of any other "Excess Parachute Payments" payable under any plan or arrangement.

Section 6

Other Severance Benefits Under Other Programs or Under Law

6.1 Participants in the Plan who actually become entitled to benefits under this Plan shall not be entitled to receive any other severance or termination payments under any Employment Agreement or any general severance or separation pay program, policy or practice of the Employer, or any notice payments (or notice in lieu of severance) from the Employer. In addition, the Participant's benefits under the Plan will be reduced by the amount of any severance or termination payments, or pay in lieu of notice, which are required to be paid by the Company or the Employer to the Participant under any Federal, State, provincial, local or other law (including any payment pursuant to the Worker Adjustment and Retraining Notification Act or any comparable State, local, or provincial law).

Section 7

Administration

7.1 Plan Interpretation and Benefit Determinations. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall have the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan and any other documents (including without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan) and to decide all factual and legal matters arising in connection with the operation or administration of the Plan.

Without limiting the generality of the foregoing paragraph, the Plan Administrator shall have the discretionary authority and power to:

(a) take all actions and resolve all questions (including factual questions) with respect to the eligibility for, and the amount of, benefits payable under the Plan to Participants or their beneficiaries;

(b) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan;

(c) decide questions, including legal or factual questions, relating to the calculation and payment of benefits, and all other determinations made, under the Plan;

(d) resolve and/or clarify any factual or other ambiguities, inconsistencies and omissions arising under the Plan; and

(e) process, and approve or deny, benefit claims and rule on any benefit exclusions.

Notwithstanding the foregoing provisions of this Section 7.1, all decisions of the Plan Administrator as to the facts of any case, and the application thereof to any case, as to the interpretation of any provision of the Plan or its application to any case, and as to any other interpretative matter or other determination or question under the Plan shall be subject to de novo review by any court of competent jurisdiction or any other relevant authority, including any mediator requested under Section 7.4.

7.2 Benefit Claims. The Company will normally advise a Participant of his right to benefits under the Plan at the time that a Termination of the Participant’s employment takes place. A Participant may also make a claim concerning his or her right to receive a benefit under the Plan (a “Claim”) by filing that Claim with the Company’s Vice President—Human Resources at the following address:

Gray Television, Inc.
4370 Peachtree Road
Atlanta, Georgia 30319
Attention: Vice President—Human Resources

A Claim must be made by a Participant within 60 days following his Termination Date.

7.3 Appealing Benefit Claims. The Participant will be informed of the decision of the Plan Administrator with respect to a Claim within 90 days after it is filed. Under special circumstances, the Plan Administrator may require an additional period of not more than 90 days to review a Claim. If this occurs, the Participant will be notified in writing as to the length of the extension, the reason for the extension, and any other information needed in order to process the Claim.

A denial of a claim by the Plan Administrator, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

(a) the specific reason or reasons for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary; and

(d) an explanation of the claim review procedure.

A claimant whose Claim is denied (or his duly authorized representative) may, within 60 days after receipt of denial of his Claim, request a review of such denial by the Plan Administrator by filing with the Plan Administrator a written request for review of his Claim. If the claimant does not file a request for review with the Plan Administrator within such 60-day period, the claimant shall be deemed to have acquiesced in the original decision of the Plan Administrator on his Claim. If a written request for review is so filed within such 60-day period, the Plan Administrator shall conduct a full and fair review of such Claim. During such full review, the claimant shall be given the opportunity to review documents that are pertinent to his Claim and to submit issues and comments in writing. The Plan Administrator shall notify the claimant of its decision on review within 60 days after receipt of a request for review; provided, however, that if special circumstances require an extension of time for processing the Claim, then the Plan Administrator shall provide written notice of the extension to the Participant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall set forth the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to reach a decision on review. Notice of the decision on review shall be in writing and will contain such information as is required by applicable United States Department of Labor Regulations. If the decision on review is not furnished to the claimant within such 60-day period, the Claim shall be deemed to have been denied on review.

7.4 Non-Binding Mediation. In the event the Participant is not satisfied with the decision on an appeal made pursuant to Section 7.3, and the amount of the Claim equals or exceeds $5,000, notwithstanding anything in Section 7.3 to the contrary, the Participant may request that the Claim be submitted to non-binding mediation administered by the American Arbitration Association under the Mediation Rules specified in its National Rules for the Resolution of Employment Disputes. All fees and expenses of the mediator and all other expenses of the mediation procedures, except for attorneys' fees and witness expenses, shall be shared equally by the Participant and the Company. Each party shall bear its own witness expenses and attorneys' fees.

Section 8

Miscellaneous

8.1 Tax Withholding. The Company shall have the authority to withhold or to cause to be withheld applicable taxes from any payments made under or in accordance with the Plan to the extent required by law. In addition, the Company and the Employer shall have the right to delay or permanently withhold any benefit under this Plan to the extent that the payment of such benefit would constitute a violation of Section 409A of the Code.

8.2 Unfunded Plan. The Plan is unfunded. Each Employer shall pay the full cost of the benefits payable under the Plan to employees of such Employer out of its general assets.

8.3 Not a Contract of Employment. The Plan shall not be deemed to constitute a contract of employment, or to impose on the Company or any Employer any obligation to retain any Participant as an employee, to continue any Participant's current employment status or to change any employment policies of the Company or the Employer; nor shall any provision hereof restrict the right of the Company or the Employer to discharge any of its employees or restrict the right of any such employee to terminate his employment with the Company or the Employer.

8.4 Choice of Law. The Plan shall be construed and governed under the laws of the State of Georgia, except to the extent Federal law is applicable.

8.5 Effect of Invalidity of Provision. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and such provision shall, to the extent possible, be modified in such manner as to be valid and enforceable but so as to most nearly retain the intent of the Company. If such modification is not possible, the Plan shall be construed and enforced as if such provision had not been included in the Plan.

8.6 Records. The records of the Company with respect to years of service, employment history, Base Salary, absences, and all other relevant matters shall be conclusive for all purposes of this Plan.

8.7 Successors and Binding Effect.

(a) The Company shall require any successor (including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise, and such successor shall thereafter be deemed the Company for the purposes of the Plan), to assume and agree to perform the obligations under the Plan in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. The Plan shall be binding upon and inure to the benefit of the Company and any successor to the Company, but shall not otherwise be assignable, transferable or delegable by the Company.

(b) The rights under the Plan shall inure to the benefit of and be enforceable by each Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees.

(c) The rights under the Plan are personal in nature and neither the Company nor any Participant shall, without the consent of the other, assign, transfer or delegate the Plan or any rights or obligations hereunder except as expressly provided in this Section 8.7. Without limiting the generality of the foregoing, a Participant's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his or her will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

(d) The obligation of the Company to make payments and/or provide benefits hereunder shall represent an unsecured obligation of the Company.

(e) The Company recognizes that each Participant will have no adequate remedy at law for breach by the Company of any of the agreements contained herein and, in the event of any such breach, the Company hereby agrees and consents that each Participant shall be entitled to a decree of specific performance, mandamus or other appropriate remedy to enforce performance of obligations of the Company under the Plan.

8.8 Payments to Certain Participants. In making any distribution to or for the benefit of any incompetent Participant, or any other Participant who, in the opinion of the Plan Administrator, is incapable of properly using, expending, investing, or otherwise disposing of such distribution, the Plan Administrator, in its sole and complete discretion may, but need not, make such distribution to a court-appointed guardian or committee of any incompetent Participant, or to any adult with whom such person temporarily or permanently resides; and any such guardian, committee, or other person shall have full authority and discretion to expend such distribution for the use and benefit of such person; and the receipt of such guardian or committee, or other person shall be a complete discharge to the Plan Administrator and this Plan, without any responsibility on the part of the Plan Administrator to see to the application of amounts so distributed.

8.9 Correction of Participants' Benefits. If an error or omission is discovered in the amount distributed to a Participant, the Plan Administrator will make such equitable adjustments in the records of the Plan as may be necessary or appropriate to correct such error or omission as of the Plan Year in which such error or omission is discovered; provided, however, that if the error is discovered within the last 60 days of a Plan Year, then the corrective action may be completed in the following Plan Year.

8.10 Liability Limited. To the extent permitted by applicable law, neither the Board, nor any member thereof, nor the Employer shall be liable for any acts of omission or commission in administering the Plan, except for his or its own individual, willful misconduct. The Employer, Plan Administrator and each member of the Board shall be entitled to rely conclusively on all valuations, certificates, opinions and reports which shall be furnished by an accountant, insurance company, counsel or other expert who shall be employed or engaged by the Board or the Employer.

8.11 Legal References. Any reference in this Plan to a provision of law which is, subsequent to the effective date of this Plan, revised, modified, finalized or redesignated, shall automatically be deemed a reference to such revised, modified, finalized or redesignated provision of law.

8.12 Electronic Means of Communication. Whenever, under this Plan, a Participant is required or permitted to provide a notice, request a distribution, or otherwise communicate with the Employer, the Plan Administrator, or a delegate of either of them, to the extent permitted by applicable law, the notice, distribution request or other communication may be transmitted by means of telephonic or other electronic communication, if the administrative procedures under the Plan provide for such means of communication.

8.13 Gender and Number. As used herein, the masculine pronoun shall include the feminine, and the singular shall include the plural, unless a contrary meaning is clearly intended.

8.14 Captions. The captions in the Plan are for convenience of reference only and do not define, limit or describe the scope or intent of the Plan or any part hereof and shall not be considered in any construction hereof.

8.15 Section 409A.

(a) To the extent applicable, this Plan is intended to comply with, or be exempt from, the provisions of Section 409A of the Code. This Plan shall be administered in a manner consistent with this intent and any provision that would cause this Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participants). If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Section 409A of the Code and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Section 409A and the applicable Treasury Regulations. Notwithstanding anything to the contrary in this Plan, if any portion of the amounts payable under Section 4 constitute a "deferral of compensation," that portion of the amounts payable under Section 4 will be paid on the latest of (a) the sixtieth (60^{th}) day following the date of the Participant's Separation from Service, or (b) if the Participant is a "specified employee," the first day of the seventh month after the Participant's Separation from Service, or earlier upon the Participant's death. "Deferral of compensation" and "specified employee" have the meanings ascribed to such phrases in Section 409A of the Code. For purposes of application of Section 409A of the Code, to the extent applicable, each payment made under this Plan shall be treated as a separate payment and not one of a series of payments for purposes of Section 409A of the Code.

(b) Notwithstanding any provision of this Plan to the contrary, to the extent any reimbursement or in-kind benefit provided under this Plan is nonqualified deferred compensation within the meaning of Section 409A of the Code: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

Section 9

Amendment or Termination of the Plan

The Plan may be amended or terminated, in whole or in part, at any time, with or without prior notice, by action of the Board. Notwithstanding the foregoing, any amendment to the Plan, in whole or in part (including an amendment to terminate the Plan or to cause an Eligible Employee who was a Participant immediately prior to a proposed action to cease to be a Participant), that is adverse to the interests of any Participant (except for an amendment to which the adversely affected Participant consents) will not be effective (1) with respect to any such amendment that is adopted prior to a Change in Control, until the date which is one year following the date of such amendment, and (2) with respect to any such amendment that is adopted concurrent with or following a Change in Control, until the date which is two years following the date of such amendment; provided, however, that any amendment which is adverse to the interests of any Participant (except for an amendment to which the adversely affected Participant consents) and is adopted within six months prior to a Change in Control will be void upon such Change in Control; and provided, further, that this Plan may be amended at any time and from time to time without Participant consent to comply with any recapture or "clawback" policy of the Company adopted by the Board to comply with Section 10D of the Exchange Act and any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which the Stock may be traded, as determined by the Plan Administrator.

Section 10

Restrictive Covenants

10.1 Acknowledgements and Agreements. The Participant acknowledges and agrees that in the performance of the Participant's duties to the Company during the Participant's employment with the Company, the Participant shall be brought into frequent contact with existing and potential customers of the Company throughout the world. The Participant also agrees that trade secrets and confidential information of the Company, more fully described in Section 10.8, gained by the Participant during the Participant's association with the Company, have been developed by the Company through substantial expenditures of time, effort and money and constitute valuable and unique property of the Company. The Participant further understands and agrees that the foregoing makes it necessary for the protection of the Company's business that the Participant not compete with the Company during the Participant's employment with the Company and not compete with the Company for a reasonable period thereafter, as further provided in this Section 10.

10.2 Competitive Activity During Employment. While employed by the Company, the Participant shall not compete with the Company anywhere in the world. In accordance with this restriction, but without limiting its terms, while employed by the Company, the Participant shall not:

(a) enter into or engage in any business which competes with the Company's Business;

(b) solicit customers, business, patronage or orders for, or sell, any products or services in competition with, or for any business that competes with, the Company's Business;

(c) divert, entice or otherwise take away any customers, business, patronage or orders of the Company or attempt to do so; or

(d) promote or assist, financially or otherwise, any person, firm, association, partnership, corporation or other entity engaged in any business which competes with the Company's Business.

10.3 Following Termination. For a period of one (1) year following the Participant's termination of employment with the Company, the Participant will not:

(a) perform services the same as or substantially similar to the services provided by the Participant to the Company within two years prior to the Participant's Termination Date to any business which competes with the Company's Business within the Restricted Territory;

(b) solicit customers or businesses, or prospective customers or businesses, with whom the Participant had Material Contact during the Participant's employment with the Company for the purpose of providing any products and services in competition with the Company's Business within the Restricted Territory; or

(c) divert, entice or otherwise take away any customers, business, patronage or orders of the Company within the Restricted Territory, or attempt to do so.

10.4 Indirect Competition. For the purposes of Sections 10.2 and 10.3 inclusive, but without limitation thereof, the Participant shall be in violation thereof if he engages in any or all of the activities set forth therein directly as an individual on the Participant's own account, or indirectly as a partner, joint venturer, employee, agent, salesperson, consultant, officer and/or director of any firm, association, partnership, corporation or other entity, or as a stockholder of any corporation in which the Participant or the Participant's spouse, child or parent owns, directly or indirectly, individually or in the aggregate, more than five percent (5%) of the outstanding stock.

10.5 Certain Defined Terms.

(a) "Company", for the purposes of this Section 10, shall include any and all direct and indirect subsidiary, parent, affiliated or related companies of the Company for which the Participant worked or had responsibility at the time of termination of the Participant's employment and at any time during the two (2) year period prior to such termination.

(b) "Company's Business" shall mean, for the purposes of this Section 10, the business of television broadcasting and the ownership and operation of broadcast television stations and related digital assets.

(c) "Material Contact" shall mean, for the purposes of this Section 10, contact between the Participant and any customer, business or prospective customer or business: (i) with whom or which the Participant dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by the Participant; or (iii) about whom the Participant obtained confidential information in the ordinary course of business as a result of the Participant's association with the Company.

(d) "Restricted Territory" shall mean, for the purposes of this Section 10, the designated market areas in which the Company's television stations and related digital assets operate at the time of termination of the Participant's employment.

10.6 Extension. If it shall be judicially determined that the Participant has violated Section 10.3, then the period applicable to each obligation that the Participant shall have been determined to have violated shall automatically be extended by a period of time equal in length to the period during which such violation(s) occurred.

10.7 Non-Solicitation. The Participant shall not, directly or indirectly, at any time, during the period of the Participant's employment or for a period of one (1) year thereafter, attempt to disrupt, damage, impair or interfere with the Company's business by raiding any of the Company's employees or soliciting any of them to resign from their employment with the Company, or by disrupting the relationship between the Company and any of its consultants, agents or representatives. The Participant acknowledges that this covenant is necessary to enable the Company to maintain a stable workforce and remain in business.

10.8 Further Covenants.

(a) The Participant shall keep in strict confidence, and shall not, directly or indirectly, at any time, during or after the Participant's employment with the Company, disclose, furnish, disseminate, make available or, except in the course of performing the Participant's duties of employment, use any trade secrets or confidential business and technical information of the Company or its customers or vendors, without limitation as to when or how the Participant may have acquired such information for so long as such trade secrets or confidential information shall retain its character as such. Such confidential information shall include, without limitation, the Company's unique selling, manufacturing and servicing methods and business techniques, training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, customer and prospective customer lists, other customer and prospective customer information and other business information. The Participant specifically acknowledges that all such confidential information, whether reduced to writing, maintained on any form of electronic media or maintained in the mind or memory of the Participant, and whether compiled by the Company and/or the Participant, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by the Company to maintain the secrecy of such information, that such information is the sole property of the Company and that any retention and use of such information by the Participant during the Participant's employment with the Company (except in the course of performing the Participant's duties and obligations to the Company) or after the termination of the Participant's employment shall constitute a misappropriation of the Company's trade secrets or confidential information. Nothing in this Plan prevents a Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

(b) The Participant agrees that upon termination of the Participant's employment with the Company for any reason, the Participant shall return to the Company, in good condition, all property of the Company, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in Section 10.8(a). In the event that such items are not so returned, the Company shall have the right to charge the Participant for all reasonable damages, costs, attorneys' fees and other expenses incurred in searching for, taking, removing and/or recovering such property.

(c) The Participant agrees that he will not make or issue, or procure any person, firm or entity to make or issue, any statement in any form, including written, oral and electronic communications of any kind, which conveys negative or adverse information concerning the Company, its business, its actions or its officers, directors or employees, to any person or entity, regardless of the truth or falsity of such statement. Nothing in this section is intended to or shall prohibit the Participant from: (i) providing truthful testimony compelled by applicable law or legal process; or (ii) cooperating fully and truthfully with any government authority conducting an investigation into any potential violation of any law or regulation

10.9 Discoveries and Inventions; Work Made for Hire.

(a) The Participant agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the business of the Company, or (ii) relates to the Company's actual or demonstrably anticipated research or development, or (iii) results from any work performed by the Participant for the Company, the Participant shall assign to the Company the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design. The Participant has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that the Participant conceives and/or develops entirely on the Participant's own time without using the Company's equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design: (x) relates to the business of the Company, or (y) relates to the Company's actual or demonstrably anticipated research or development, or (z) results from any work performed by the Participant for the Company. The Participant agrees that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or relates to the Company's actual or demonstrably anticipated research or development which is conceived or suggested by the Participant, either solely or jointly with others, within one (1) year following the termination of the Participant's employment shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company's equipment, supplies, facilities, and/or trade secrets.

(b) In order to determine the rights of the Participant and the Company in any idea, discovery, invention, improvement, software, writing or other material, and to insure the protection of the same, the Participant agrees that during the Participant's employment, and for one (1) year after the termination of the Participant's employment, the Participant shall disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed by the Participant solely or jointly with others. The Company agrees to keep any such disclosures confidential. The Participant also agrees to record descriptions of all work in the manner directed by the Company and agrees that all such records and copies, samples and experimental materials shall be the exclusive property of the Company. The Participant agrees that at the request of and without charge to the Company, but at the Company's expense, the Participant shall execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company and shall assign to the Company any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein; and that the Participant shall do whatever may be necessary or desirable to enable the Company to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon. In the event the Company is unable, after reasonable effort, and in any event after ten (10) business days, to secure the Participant's signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of the Participant's physical or mental incapacity or for any other reason whatsoever, the Participant irrevocably designates and appoints the Corporate Secretary of the Company as the Participant's attorney-in-fact to act on the Participant's behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

(c) The Participant acknowledges that, to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "items"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by the Participant during the Participant's employment with the Company shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item shall recognize the Company as the copyright owner, shall contain all proper copyright notices, e.g., "(creation date) Gray Television, Inc., All Rights Reserved," and shall be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

10.10 Communication of Restrictive Covenants. While employed by the Company and for one (1) year thereafter, the Participant shall communicate the contents of this Section 10 to any person, firm, association, partnership, corporation or other entity that the Participant intends to be employed by, associated with or represent.

10.11 Confidentiality Agreements. The Participant agrees that he shall not disclose to the Company or induce the Company to use any secret or confidential information belonging to the Participant's former employers. Except as indicated, the Participant warrants that he is not bound by the terms of a confidentiality agreement or other agreement with a third party that would preclude or limit the Participant's right to work for the Company and/or to disclose to the Company any ideas, inventions, discoveries, improvements or designs or other information that may be conceived during employment with the Company. The Participant agrees to provide the Company with a copy of any and all agreements with a third party that preclude or limit the Participant's right to make disclosures or to engage in any other activities contemplated by the Participant's employment with the Company.

10.12 Remedies. The Participant acknowledges and agrees that the remedy at law available to the Company for breach of any of the Participant's obligations under this Agreement would be inadequate. The Participant therefore agrees that, in addition to any other rights or remedies that the Company may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision contained in Sections 10.2, 10.3, 10.4, 10.6, 10.7, 10.8, 10.9, 10.10, and 10.11 inclusive, of this Agreement, without the necessity of proof of actual damage.

10.13 Reasonableness. The Participant acknowledges that the Participant's obligations under this Section 10 are reasonable in the context of the nature of the Company's Business and the competitive injuries likely to be sustained by the Company if the Participant were to violate such obligations. The Participant further acknowledges that this Agreement is made in consideration of, and is adequately supported by, the agreement of the Company to perform its obligations under this Agreement and by other consideration, which the Participant acknowledges constitutes good, valuable and sufficient consideration.

10.14 Enforcement, Severability and Blue Pencil. It is the desire and intent of the Participant and the Company that the provisions of this Section 10 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any of the provisions or terms of this Section 10 are construed by a court of competent jurisdiction to be invalid or unenforceable, it shall not affect the remainder of this Agreement, which shall be given full force and effect without regard to the invalid or unenforceable provision. Any invalid or unenforceable provision shall be reformed to the maximum time, geographic and/or customer limitations permitted by the applicable laws, so as to be valid and enforceable.

[Signature appears on next page.]

IN WITNESS WHEREOF, Gray Television, Inc. has caused this Plan to be executed this 7th day of August 2017, to be effective as specified herein.

GRAY TELEVISION, INC.

By: /s/ Hilton H. Howell, Jr.

President and Chief Executive Officer

EXHIBIT A

CONFIDENTIAL AGREEMENT AND GENERAL RELEASE

This Confidential Agreement and General Release ("***Agreement***") is entered into this ____ **day of ________, 201_** by and between _____________________ (the "***Employee***") and Gray Television, Inc. (the "***Company***"). This Agreement must be executed no later than forty-five (45) days after the Employee's Separation Date (as defined below), failing which such payments and benefits to which the Employee would otherwise be entitled under the Company's Executive and Key Employee Change in Control Severance Plan (the "***Plan***") shall be forfeited. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Plan.

WHEREAS, the Employee was a Participant in the Plan;

WHEREAS, the Employee's employment terminated effective ________________, **201**___ (the "***Separation Date***") in a manner entitling the Employee to benefits under such Plan subject to the execution and non-revocation of this Agreement and certain other requirements set forth herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Separation Benefits.

   (a) Cash Payment to Employee: The Company shall pay the Employee a lump sum payment in cash of $___________________, less all applicable withholdings, taxes, and payroll deductions for which an IRS Form W-2 shall be issued to the Employee, on [DATE].

   (b) Other Benefits: The Company will provide to the Employee the following additional separation benefits: _______________.

2. Adequacy of Consideration. The Employee agrees the Employee would not be entitled to the payments and benefits set forth in Paragraph 1 without execution and non-revocation of this Agreement. The Employee also acknowledges that a portion of the consideration for this Agreement is the Employee's ongoing compliance with the terms of the Agreement over time. The Employee also acknowledges that if any payments are made to the Employee under the terms of this Agreement, but are suspended pursuant to Paragraph 12, then the payments made to the Employee are satisfactory and adequate consideration for the covenants and releases made by the Employee herein.

3. Resignation. As of the Separation Date, the Employee resigns from all other positions the Employee holds as an officer, employee or director of the Company and its subsidiaries and affiliates. Further, the Employee agrees to promptly execute any documents and take any actions as may be necessary or reasonably requested by the Company to effectuate or memorialize the Employee's termination from all positions with the Company and its subsidiaries and affiliates.

4. Waiver and Release of Claims. The Employee, for him/herself, his/her heirs, and anyone else who would have the right to sue on his/her behalf or in his/her place ("successors and assigns"), fully and forever releases the Company, all affiliated companies, their shareholders, directors, officers, employees and employee benefit plans (including representatives, agents, administrators and committees of such plans) (collectively, the "Company Releasees") from all claims, causes of action or obligations of every nature whatsoever that the Employee may have on the date the Employee signs this Agreement, whether known or unknown, including without limitation claims arising out of or relating to the Employee's employment, termination from employment or any other act, event or failure to act that has occurred before and including the date this Agreement is signed. Examples of the claims which the Employee is giving up by signing this Agreement include, but are not limited to, claims for breach of express or implied contracts, claims of intentional wrongdoing, claims for negligent or reckless wrongdoing, and claims for violation of any federal, state or local law, including laws prohibiting employment discrimination, such as, for example, the federal Age Discrimination in Employment Act (which is referred to hereafter as the "ADEA"). By signing this Agreement, the Employee does not release or give up his/her right to: (a) file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC"), the Securities and Exchange Commission or other federal or state agency; (b) provide assistance or participate in any investigation or hearing conducted by the EEOC, the Securities and Exchange Commission or other agency; (c) file a lawsuit to challenge whether or not the release in this Paragraph 4 is valid and effective as to claims of age discrimination under the ADEA; (d) file a lawsuit to enforce this Agreement; (e) assert claims that by law cannot be released, like workers' compensation claims; (f) enforce his rights under directors and officers insurance policies or to indemnification in accordance with the Company's charter, by-laws or otherwise; or (g) enforce his rights to vested or earned compensation and/or benefits including any equity compensation awards. If a charge of discrimination is filed with the EEOC, however, the release in this Paragraph 4 means that the Employee will not be entitled to receive any money or other individual remedy as a result of that charge. Notwithstanding the foregoing, the Employee will not give up his or her right to any benefits to which he or she is entitled under any retirement plan of the Company that is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, or his or her rights, if any, under Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended (COBRA), or any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. The Employee agrees that he/she has not and will not file a lawsuit in court or become a member of a class in a lawsuit asserting any claims that are released by the Employee in Paragraph 4 of this Agreement and that are not within the stated exceptions.

5. Payment of Applicable Taxes. The Company shall have the authority to withhold or to cause to be withheld applicable taxes from any payments made under or in accordance with the Agreement to the extent required by law. In addition, the Company shall have the right to delay any benefit under this Plan to the extent that the payment of such benefit would constitute a violation of Section 409A of the Code.

6. Assistance to the Company. The Employee agrees to cooperate with the Company to provide all information that the Company may hereafter reasonably request with respect to matters involving the Employee's present or former relationship with the Company, the work the Employee has performed, or present or former employees or customers of the Company, so long as such requests do not unreasonably interfere with any other job in which the Employee is engaged. The Company agrees to reimburse the Employee for all reasonable out-of-pocket costs the Employee incurs in connection herewith.

7. Restrictive Covenants. The Employee acknowledges and agrees that after the date hereof he shall continue to be subject to the restrictions set forth in Section 10 of the Plan, whose terms are expressly incorporated herein, and [LIST ANY OTHER APPLICABLE RESTRICTIVE COVENANTS] in accordance with their terms.

8. Transfer of Claims. The Employee represents and warrants that the Employee has not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever, any released claim. The Employee agrees to indemnify and hold the Company Releasees harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorney's fees), causes of action or judgments based on or arising out of any such assignment or transfer.

9. Termination of Employment/Re-Employment. The Employee's employment relationship with the Company has been terminated. The Employee understands and agrees that, the Employee is ineligible to be re-employed by the Company, its subsidiaries, affiliates, parents or divisions in the future and that the Employee will not knowingly apply for a position with the Company.

10. Return of Property. As a condition precedent to the Employee's receipt of the monetary payment provided under this Agreement, the Employee shall return all Company property possessed by the Employee to the Company's Human Resources Department, including all documents, disks, and other items containing confidential and/or proprietary information.

11. Non-Admission. This Agreement does not constitute an admission by the Company or the Employee of any violation of any law or statute or to the merit of any other claims or potential claims of the Employee or the Company.

12. Material Breach. The Employee acknowledges that if the Employee materially breaches or threatens to materially breach this Agreement, including but not limited to the Employee's obligations in the paragraphs pertaining to restrictive covenants, and/or commences a suit or action or complaint in contravention of this release and waiver of claims, the Company's obligations to pay the monies and/or provide the benefits referred to above shall immediately cease and the Company shall be entitled to all other remedies allowed in law or equity, including but not limited to the return of any payments made to the Employee under this Agreement.

12. Entire Agreement. Except as otherwise noted in Paragraph 7 and 20 herein, this Agreement contains the entire agreement and understanding between the Employee and the Company with respect to the Employee's separation from the Company any and all disputes or claims that the Employee has, or could have had, against the Company as of the date this Agreement is executed, and supersedes all other agreements between the Employee and the Company with regard to the Employee's employment, compensation or any disputes or claims. This Agreement shall not be changed unless in writing and signed by both the Employee and the Company.

13. Severability. The invalidity or unenforceability of any provision of this Agreement other than the release in Paragraph 4 shall not affect or impair any other provisions, which shall remain in full force and effect.

14. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

15. Employee's Acknowledgement. The Employee acknowledges that no representation, promise or inducement has been made other than as set forth in this Agreement, and that the Employee enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. The Employee further acknowledges and represents that the Employee assumes the risk for any mistake of fact now known or unknown, and that the Employee understands and acknowledges the significance and consequences of this Agreement and represents that its terms are fully understood and voluntarily accepted. The Employee also acknowledges (a) that the Employee has consulted with or has had the opportunity to consult with an attorney of the Employee's choosing concerning this Agreement and has been advised to do so by the Company, and (b) that the Employee has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily based on the Employee's own judgment. The Employee acknowledges that the Employee has been given a reasonable time to consider the terms of this Agreement and that the payments and benefits provided under this Agreement are in addition to those to which the Employee was already entitled.

16. Forty-Five Day Consideration Period. The Employee acknowledges that the Employee has been given a period of at least forty-five (45) days to consider the terms of this Agreement and, if the Employee should execute it prior to the expiration of the forth-five day consideration period, knowingly waives the Employee's right to consider this Agreement for forty-five days.

17. Group Separation. If the Employee is terminated as part of a group termination, the Employee is age 40 or older, and the Employee is eligible for payments and benefits under the Plan, then the Employee further acknowledges that, at the beginning of the 45-day consideration period described in Paragraph 16, the Employee received an attachment describing the Company's group termination program which contains: (i) the class, unit or group of employees from among whom employees were considered for termination ("***Decisional Unit***"); (ii) eligibility factors for selection for termination; (iii) the job titles and ages of all individuals selected for termination within the Decisional Unit; and (iv) the job titles and ages of all individuals who were not selected for termination within the Decisional Unit.

18. Seven-Day Revocation Period. The Employee acknowledges that the Employee may, for a period of seven (7) days following the execution of this Agreement, revoke acceptance thereof. This revocation must be done in writing and delivered to the Company's Legal Department before the close of business on the seventh day. This Agreement shall not become effective until the expiration of this seven-day revocation period.

19. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Survival. For the avoidance of doubt, Sections 3.1, 3.2, 4.3, 5, 6, 7, 8.15 and 10 of the Plan shall survive and continue to apply to the Employee and the Company.

21. Confidentiality. The Employee agrees that he will keep the terms of this Agreement confidential and will not disclose such terms and contents of this Agreement or any discussions between the Employee and Company related to the Agreement or the circumstances surrounding the Employee's separation from employment with Company, except as required by law, or for tax, accounting or financial purposes. However, the Employee understands that he may discuss this Agreement with his attorney and spouse. If a disclosure by the Employee is required for an appropriate tax or accounting purpose or to the Employee's spouse, the Employee will communicate the confidentiality provisions of this Agreement to any person to whom such disclosure is made, and any further disclosure by such person to any individual or entity shall be deemed a disclosure by the Employee in violation of this Agreement. Nothing in this section is intended to or shall prohibit the Employee from: (i) providing truthful testimony compelled by applicable law or legal process; or (ii) cooperating fully and truthfully with any government authority conducting an investigation into any potential violation of any law or regulation.

IT IS VERY IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT BEFORE YOU SIGN IT.
YOU SHOULD CONSULT WITH A LAWYER BEFORE SIGNING.

SO AGREED

EMPLOYEE	GRAY TELEVISION, INC.
By: ___________________________	By: ___________________________
_______________________________ Print Name	_______________________________ Print Name
_______________________________ Date	_______________________________ Date

Exhibit 10.2

EMPLOYEE RESTRICTED STOCK AWARD AGREEMENT

2017 EQUITY AND INCENTIVE COMPENSATION PLAN

Gray Television, Inc. (the "***Company***") hereby grants to Participant (the "***Award***") the Restricted Stock covering the class of Stock (the "***Restricted Shares***") in the amounts and on the vesting dates indicated below, subject to the Participant's continuous employment with the Company and/or its Subsidiaries through each applicable vesting date (such period, the "***Vesting Period***"). The Award is subject to the terms and conditions set forth on this page and in Attachment A hereto (collectively, this "***Agreement***"), as well as those in the Company's 2017 Equity and Incentive Compensation Plan (the "***Plan***"), which is incorporated herein.

Participant:

Date of Grant:

Vesting Date	Class of Shares	Number of Shares
Total Number of Restricted Shares		

The Participant acknowledges that he or she (a) has received a copy of the Plan and the prospectus for the Plan, (b) has had an opportunity to review the terms of this Agreement, the Plan, and the prospectus for the Plan, and (c) understands and agrees to the terms and conditions of this Agreement and the Plan.

As of the Date of Grant, this Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Award and supersede all prior oral and written agreements on the terms of the Award. Capitalized terms not explicitly defined herein are defined in the Plan. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

GRAY TELEVISION, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

PARTICIPANT:

By: ______________________________

Date: ______________________________

GRAY TELEVISION, INC.

EMPLOYEE RESTRICTED STOCK AWARD AGREEMENT

2017 EQUITY AND INCENTIVE COMPENSATION PLAN

ATTACHMENT A

1. **Restrictions on Transfer of Restricted Shares**. Subject to Section 15 of the Plan, the Restricted Shares shall not be transferable prior to Vesting pursuant to **Section 3** hereof other than by will or pursuant to the laws of descent and distribution. Any purported transfer or encumbrance in violation of the provisions of this **Section** shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in such Restricted Shares.

2. **Vesting of Restricted Shares**.

(a) The Restricted Shares covered by this Agreement shall become nonforfeitable ("***Vest***" or similar terms) as provided on the first page of this Agreement. Any Restricted Shares that do not so Vest will be forfeited, including, except as provided in **Section 2(b)** or **Section 2(c)** below, if the Participant ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period . For purposes of this Agreement, "continuously employed" (or substantially similar terms) means the absence of any termination of the Participant's employment with the Company and/or a Subsidiary.

(b) Notwithstanding **Section 2(a)** above, any Restricted Shares that have not previously Vested and have not been forfeited shall Vest (i) upon the Participant's death or Disability prior to the end of the Vesting Period; provided, that the Participant was continuously employed by the Company or any of its Subsidiaries through the date of death or Disability; or (ii) upon a termination of the Participant's employment with the Company or a Subsidiary (or any of their successors) (as applicable, the "**Successor**") by reason of a termination of the Participant's employment by the Successor without Cause (and not due to death or Disability) or by the Participant for Good Reason, in either case within a period of 12 months after a Change in Control; provided, that the Change in Control occurs prior to the end of the Vesting Period.

(c) For purposes of this Agreement:

(i) "***Cause***" shall mean any of the following: (A) a material breach by the Participant of any agreement then in effect between the Participant and the Successor; (B) the Participant's conviction of or plea of "guilty" or "no contest" to a felony under the laws of the United States or any state thereof; (C) any material violation or breach by the Participant of the Company's Code of Ethics as in effect immediately prior to the Change in Control, as determined by the Board (or the board of directors of the Successor); or (D) the Participant's willful and continued failure to substantially perform the duties associated with the Participant's position (other than any such failure resulting from the Participant's incapacity due to physical or mental illness), which failure has not been cured within thirty (30) days after a written demand for substantial performance is delivered to the Participant by the Board (or the board of directors of the Successor), which demand specifically identifies the manner in which the Board (or the board of directors of the Successor) believes that the Participant has not substantially performed his duties.

(ii) ***"Disability***," or similar terms, shall mean (A) the Participant is unable to engage in any substantial gainful activity due to medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, or (B) due to any medically determinable physical or mental impairment expected to result in death or last for a continuous period of not less than 12 months, the Participant has received income replacement benefits for a period of not less than three months under an accident and health plan sponsored by the Company.

(iii) "***Good Reason***" shall mean (A) a material and permanent diminution in the Participant's authority, duties or responsibilities; (B) a material diminution in the aggregate base salary or annual incentive opportunity provided to the Participant by the Successor; or (C) a permanent reassignment of the Participant to another primary office more than 50 miles from the Participant's current office location. The Participant must (x) notify the Successor of the Participant's intention to invoke the right to terminate for Good Reason within 60 days after the Participant has knowledge of such event, (y) provide the Successor with a 30-day cure period, and (z) actually terminate employment for Good Reason within 60 days following the end of the Successor's 30-day cure period, or such event shall not constitute Good Reason. The Participant may not invoke termination for Good Reason if Cause exists at the time the Participant invokes such right to terminate employment for Good Reason, or at any time between such date and the date the Participant actually terminates employment for Good Reason pursuant to the preceding sentence.

3. **Rights as a Shareholder**. The Participant shall have all the rights of a shareholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and receive all dividends paid thereon; provided, however, that any additional shares of Stock or other securities that the Participant may become entitled to receive pursuant to a stock dividend or other distribution shall be subject to the same restrictions as the Restricted Shares covered by this Agreement. For the avoidance of doubt, any such dividends or other distributions on the Restricted Shares will be deferred until, and paid contingent upon, the Vesting of such Restricted Shares.

4. **Issuance of Restricted Shares; Retention of Stock Certificates; Electronic Delivery**. The Restricted Shares will be issued either (a) in certificate form or (b) in book entry form, registered in the name of the Participant, with legends or notations as applicable, referring to the terms, conditions, and restrictions set forth in this Agreement. Certificates representing the Restricted Shares, if any, will be held in custody by the Company together with a stock power endorsed in blank by the Participant with respect thereto, until those Restricted Shares have Vested in accordance with **Section 2**. The Company, in its sole discretion, may deliver any documents related to the Restricted Shares and the Participant's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

5. **Adjustments**. The number of Restricted Shares subject to this Agreement and the other terms and conditions of the grant evidenced by this Agreement are subject to adjustment as provided in Section 11 of the Plan.

6. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with the issuance or Vesting of the Restricted Shares, or any other payment to the Participant or any other payment or vesting event under this Agreement, and the amounts available to the Company for such withholding are insufficient, the Participant shall pay such taxes or make arrangements satisfactory to the Company for payment of such taxes. If the Participant fails to make arrangements for the payment of taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Stock (of the same class of Stock covered by the Restricted Shares) having a value equal to the amount required to be withheld. The Participant may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the Restricted Shares or by delivering to the Company other shares of Stock (of the same class of Stock covered by the Restricted Shares) held by the Participant. If such election is made, the shares so retained or delivered shall be credited against such withholding requirement at the fair market value of such shares of Stock on the date of such delivery. In no event will the fair market value of the shares of Stock to be withheld and/or delivered pursuant to this **Section 6** to satisfy applicable withholding taxes exceed the minimum amount of taxes required to be withheld, unless (a) an additional amount can be withheld and not result in adverse accounting consequences and (b) is permitted by the Committee.

7. **Compliance With Law**. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any shares of Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

8. **No Right to Future Awards or Employment**. The grant of the Restricted Shares under this Agreement to the Participant is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. Nothing contained in this Agreement shall confer upon the Participant any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Participant.

9. **Relation to Other Benefits**. The grant of the Restricted Shares and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Any economic or other benefit to the Participant under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

10. **Clawback**. Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the Award are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the shares of Stock may be traded).

11. **Amendments**. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall impair the rights of the Participant under this Agreement without the Participant's written consent, and (b) the Participant's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 10D of the Exchange Act.

12. **Severability**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

13. **Relation to Plan**. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with this Agreement.

14. **Disclosures**. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

15. **Governing Law.** This Agreement shall be governed by and construed with the internal substantive laws of the State of Georgia, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

16. **Successors and Assigns**. Without limiting **Section 1** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Participant, and the successors and assigns of the Company.

Exhibit 10.3

EMPLOYEE RESTRICTED STOCK UNITS AWARD AGREEMENT

2017 EQUITY AND INCENTIVE COMPENSATION PLAN

Gray Television, Inc. (the "***Company***") hereby grants to Participant (the "***Award***") the Restricted Stock Units covering the class of Stock (the "***RSUs***") in the amounts and on the vesting dates indicated below, subject to the Participant's continuous employment with the Company and/or its Subsidiaries through each applicable vesting date (such period, the "***Vesting Period***"). The Award is subject to the terms and conditions set forth on this page and in Attachment A hereto (collectively, this "***Agreement***"), as well as those in the Company's 2017 Equity and Incentive Compensation Plan (the "***Plan***"), which is incorporated herein.

Participant:

Date of Grant:

Vesting Date	**Class of Shares**	**Number of Shares**
Total Number of RSUs		

The Participant acknowledges that he or she (a) has received a copy of the Plan and the prospectus for the Plan, (b) has had an opportunity to review the terms of this Agreement, the Plan, and the prospectus for the Plan, and (c) understands and agrees to the terms and conditions of this Agreement and the Plan.

As of the Date of Grant, this Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Award and supersede all prior oral and written agreements on the terms of the Award. Capitalized terms not explicitly defined herein are defined in the Plan. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

GRAY TELEVISION, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

PARTICIPANT:

By: ______________________________

Date: ______________________________

GRAY TELEVISION, INC.

RESTRICTED STOCK UNITS AWARD AGREEMENT

2017 EQUITY AND INCENTIVE COMPENSATION PLAN

ATTACHMENT A

1. **Restrictions on Transfer of RSUs**. Subject to Section 15 of the Plan, neither the RSUs evidenced hereby nor any interest therein or in the shares of Stock underlying such RSUs shall be transferable prior to payment to the Participant pursuant to **Section 3** hereof other than by will or pursuant to the laws of descent and distribution.

2. **Vesting of RSUs**.

(a) The RSUs covered by this Agreement shall become nonforfeitable as provided on the first page of this Agreement and shall be payable to the Participant pursuant to **Section 3** hereof. Any RSUs that do not become nonforfeitable will be forfeited, including, except as provided in **Section 2(b)** or **Section 2(c)** below, if the Participant ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuously employed" (or substantially similar terms) means the absence of any termination of the Participant's employment with the Company and/or a Subsidiary.

(b) Notwithstanding **Section 2(a)** above, any RSUs that have not previously vested and become nonforfeitable shall become nonforfeitable (and payable to the Participant pursuant to **Section 3** hereof) (i) upon the Participant's death or Disability prior to the end of the Vesting Period; provided, that the Participant was continuously employed by the Company or any of its Subsidiaries through the date of death or Disability; or (ii) upon a termination of the Participant's employment with the Company or a Subsidiary (or any of their successors) (as applicable, the "**Successor**") by reason of a termination of the Participant's employment by the Successor without Cause (and not due to death or Disability) or by the Participant for Good Reason, in either case within a period of 12 months after a Change in Control; provided, that the Change in Control occurs prior to the end of the Vesting Period**.**

(c) For purposes of this Agreement:

(i) "***Cause***" shall mean any of the following: (A) a material breach by the Participant of any agreement then in effect between the Participant and the Successor; (B) the Participant's conviction of or plea of "guilty" or "no contest" to a felony under the laws of the United States or any state thereof; (C) any material violation or breach by the Participant of the Company's Code of Ethics as in effect immediately prior to the Change in Control, as determined by the Board (or the board of directors of the Successor); or (D) the Participant's willful and continued failure to substantially perform the duties associated with the Participant's position (other than any such failure resulting from the Participant's incapacity due to physical or mental illness), which failure has not been cured within thirty (30) days after a written demand for substantial performance is delivered to the Participant by the Board (or the board of directors of the Successor), which demand specifically identifies the manner in which the Board (or the board of directors of the Successor) believes that the Participant has not substantially performed his duties.

(ii) “***Disability***,” or similar terms, shall mean (A) the Participant is unable to engage in any substantial gainful activity due to medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, or (B) due to any medically determinable physical or mental impairment expected to result in death or last for a continuous period of not less than 12 months, the Participant has received income replacement benefits for a period of not less than three months under an accident and health plan sponsored by the Company.

(iii) “***Good Reason***” shall mean (A) a material and permanent diminution in the Participant’s authority, duties or responsibilities; (B) a material diminution in the aggregate value of base salary or annual incentive opportunity provided to the Participant by the Successor; or (C) a permanent reassignment of the Participant to another primary office more than 50 miles from the Participant’s current office location. The Participant must (x) notify the Successor of the Participant’s intention to invoke the right to terminate for Good Reason within 60 days after the Participant has knowledge of such event, (y) provide the Successor with a 30-day cure period, and (z) actually terminate employment for Good Reason within 60 days following the end of the Successor’s 30-day cure period, or such event shall not constitute Good Reason. The Participant may not invoke termination for Good Reason if Cause exists at the time the Participant invokes such right to terminate employment for Good Reason, or at any time between such date and the date the Participant actually terminates employment for Good Reason pursuant to the preceding sentence.

3. **Issuance of Shares of Stock**.

(a) Subject to Section 11 of the Plan and any withholding obligations described in **Section 6**, one share of Stock will be issued or delivered for each nonforfeitable RSU evidenced by this Agreement as soon as practicable following the date on which the RSU becomes nonforfeitable as set forth in **Section 2**, but in all cases within the “short term deferral” period determined under Treasury Regulation Section 1.409A-1(b)(4). For the sake of clarity, the settlement of shares in respect of nonforfeitable RSUs is intended to comply with Treasury Regulation Section 1.409A-1(b)(4) and will be construed and administered in such a manner. As a result, the shares will be issued no later than the date that is the 15^{th} day of the third calendar month of the applicable year following the year in which the shares subject to the RSUs are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulation Section 1.409A-1(d). If the Company determines that it is necessary to comply with applicable tax laws, the shares will be issued no later than December 31 of the calendar year in which the shares are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulations Section 1.409A-1(d).

(b) The Company's obligations to the Participant with respect to the RSUs will be satisfied in full upon the issuance of shares of Stock corresponding to such RSUs.

4. **Dividend Equivalents; Voting and Other Rights**.

(a) The Participant shall have no rights of ownership in the shares of Stock underlying the RSUs and no right to vote the shares of Stock underlying the RSUs until the date on which the shares of Stock underlying the RSUs are issued or transferred to the Participant pursuant to **Section 3** above.

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with **Section 3** hereof or (ii) the time when the Participant's right to receive shares of Stock in payment of the RSUs is forfeited in accordance with **Section 2** hereof, on the date that the Company pays a cash dividend (if any) to holders of shares of Stock generally, the Participant shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate.

(c) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Stock in the future, and the rights of the Participant will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

5. **Adjustments**. The number of shares of Stock issuable for each RSU and the other terms and conditions of the grant evidenced by this Agreement are subject to adjustment as provided in Section 11 of the Plan.

6. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with the delivery to the Participant of shares of Stock or any other payment to the Participant or any other payment or vesting event under this Agreement, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the obligation of the Company to make any such delivery or payment that the Participant make arrangements satisfactory to the Company for payment of the balance of such taxes required to be withheld. The Participant may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares of Stock (of the same class of Stock underlying the RSUs) to be delivered to the Participant or by delivering to the Company other shares of Stock (of the same class of Stock underlying the RSUs) held by the Participant. If such election is made, the shares so retained shall be credited against such withholding requirement at the fair market value of such shares of Stock on the date of such delivery. In no event will the fair market value of the shares of Stock to be withheld and/or delivered pursuant to this **Section 6** to satisfy applicable withholding taxes exceed the minimum amount of taxes required to be withheld, unless (a) an additional amount can be withheld and not result in adverse accounting consequences and (b) is permitted by the Committee.

7. **Compliance With Law**. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any shares of Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

8. **Compliance With Section 409A of the Code**.

(a) The Award is intended to comply with the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) and, to the maximum extent permitted, this Agreement shall be construed and administered consistent with such intent. Notwithstanding anything contained herein to the contrary, if the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and therefore deemed to be deferred compensation subject to, Section 409A, references in this Agreement to payment or settlement of amounts under this Agreement within the "short-term deferral" period determined under Treasury Regulation Section 1.409A-1(b)(4), shall not apply, and instead payments will be made on the applicable payment date or a later date within the same taxable year of the Participant, or if such timing is administratively impracticable, by the 15^{th} day of the third calendar month following the date specified herein. For clarity, the Participant is not permitted to designate the taxable year of payment. Each installment of shares of Stock that becomes payable in respect of nonforfeitable RSUs subject to the Award is a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2). In no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of Section 409A of the Code.

(b) In the event that the Company determines that any amounts payable hereunder may be taxable to the Participant under Section 409A of the Code prior to the payment and/or delivery to the Participant of such amount, the Committee may adopt such amendments to the Agreement, and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Committee determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the RSUs and this Agreement.

(c) Notwithstanding any provision of this Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A of the Code, the Company reserves the right to make amendments to this Agreement and the terms of the RSUs as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A of the Code. In any case, neither the Company nor any of its affiliates will have any obligation to indemnify or otherwise hold the Participant harmless from any or all of such taxes or penalties.

(d) Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

9. **No Right to Future Awards or Employment**. The grant of the RSUs under this Agreement to the Participant is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. Nothing contained in this Agreement shall confer upon the Participant any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Participant.

10. **Relation to Other Benefits**. The grant of the RSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Any economic or other benefit to the Participant under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

11. **Clawback**. Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the Award are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the shares of Stock may be traded).

12. **Amendments**. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall impair the rights of the Participant under this Agreement without the Participant's written consent, and (b) the Participant's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

13. **Severability**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

14. **Relation to Plan**. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with this Agreement.

15. **Disclosures**. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents the Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

16. **Electronic Delivery**. The Company may, in its sole discretion, deliver any documents related to the RSUs and the Participant's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. **Governing Law.** This Agreement shall be governed by and construed with the internal substantive laws of the State of Georgia, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

18. **Successors and Assigns**. Without limiting **Section 1** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Participant, and the successors and assigns of the Company.

EXHIBIT 31.1

CERTIFICATION

I, Hilton H. Howell, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gray Television, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2017

By: /s/ Hilton H. Howell, Jr.
Hilton H. Howell, Jr.
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, James C. Ryan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gray Television, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2017

By: /s/ James C. Ryan
James C. Ryan
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the accompanying quarterly report on Form 10-Q of Gray Television, Inc. (the "Company") for the quarterly period ended September 30, 2017 (the "Periodic Report"), the undersigned Chief Executive Officer of the Company, hereby certifies pursuant to Title 18, Section 1350 United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of his individual knowledge and belief, that the Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2017

/s/ Hilton H. Howell, Jr.
Hilton H. Howell, Jr.
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Gray Television, Inc. and will be retained by Gray Television, Inc. and furnished to the SEC or its staff upon request.

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the accompanying quarterly report on Form 10-Q of Gray Television, Inc. (the "Company") for the quarterly period ended September 30, 2017 (the "Periodic Report"), the undersigned Chief Financial Officer of the Company, hereby certifies pursuant to Title 18, Section 1350 United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of his individual knowledge and belief, that the Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2017

/s/ James C. Ryan
James C. Ryan
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Gray Television, Inc. and will be retained by Gray Television, Inc. and furnished to the SEC or its staff upon request.