

LEASE MODIFICATION AGREEMENT

3603450

DATE: June 24, 1981

PARTIES: WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, husband and wife, CALVIN SPRATLING and CARLA SPRATLING, his wife, and MAX SPRATLING and JOYCE SPRATLING, his wife, (the "Lessors").

KUTV, Inc. (the "Lessee").

RECITALS:

1. On February 1, 1954, William Parley Spratling and Amelia Daisy Spratling entered into an Agreement of Lease (the "Lease") with Utah Broadcasting and Television Corporation. The Lease was extended by letter from KUTV, Inc., successor in interest to Utah Broadcasting and Television Corporation, for an additional period of 25 years commencing January 1, 1977. The notice of renewal is recorded in the office of Salt Lake County Recorder in Book 4298, Page 321.

2. The William Spratlings have transferred the fee simple ownership of the real property subject to the Lease, to Calvin and Max Spratling with Calvin Spratling now being the sole owner thereof in fee simple. The Williams Spratlings have retained a life estate in the Lessor's interest in the Lease, however, with Calvin and Max Spratling owning the remainder interest of such Lessor's interest in equal shares as tenants in common and without the right of survivorship as between them.

3. The parties hereto desire to modify the Lease to add additional real property thereto, to provide for an additional option period of 25 years and to adjust the rent at this time and every three years hereafter based upon increases in the cost of living.

4. This Agreement is made to accomplish such modifications.

COVENANTS:

1. Additional Property. In addition to the real property described in the Lease the following described real property shall be subject to terms of the Lease effective the date of this Agreement:

1100
George M. Williams
RECORDED
SEP 11 10 07 AM '81
KATE
RECORDED
SALT LAKE COUNTY
UTAH
SD So Main #1600 SLC 81114

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Beginning at a point which is approximately 1306.125 feet West and 1336.5 feet South of the Northeast corner of Section 34, Township 2 South, Range 3 West, Salt Lake Base & Meridian; thence West approx. 500 feet; thence South approx. 250 feet; thence East approx. 500 feet; thence North approx. 250 feet to the point of beginning, excepting, however, the land described in the Rock Cabin Mining Claim.

2. Right to Extend Roadway. Lessee shall have the right to extend the roadway from its existing location approximately 200 feet to the above described real property provided that no third party shall be allowed to use said extended roadway without the Lessors' prior written consent.

3. Option to Renew. Lessee shall have the option to renew the Lease for a term of twenty-five (25) years from and after January 1, 2002, by giving not less than two years' prior written notice of its election to exercise such option. The annual rental for the renewal term shall be negotiated by the parties but shall not be less than the annual rental for the year 2001.

Should the parties be unable to agree upon the annual rental by January 1, 2002, the amount thereof shall be decided by binding arbitration with each party selecting an arbitrator and the two so selected choosing a third arbitrator. The decision of a majority of the arbitrators shall be final and binding upon the parties. The parties shall each bear the cost of their own arbitrator and shall equally share the cost of the third arbitrator.

4. Basic Rent. The annual basic rent shall be the sum of \$10,000 payable in advance on or before April 1 during each year of the lease term. Such rent shall be paid to William and Amelia Spratling, or survivor, during their lives and thereafter to Calvin Spratling and Max Spratling, in equal shares. Rent shall be paid at such place as Lessors shall from time to time designate. Lessors acknowledge receipt from KUTV of the sum of \$550 towards the annual rental for the year beginning April 1, 1981. The balance of the current year's rental in the amount of \$9,450 shall be due and payable upon the execution and delivery of this Agreement.

5. Escalation of Rent. The amount of annual basic rent shall be modified as provided in this paragraph. The annual basic rent was the amount in effect on April 1, 1981, to-wit: \$10,000. The amount of rent payable for said year shall be compared with the Gross National Product Deflator Index as developed quarterly by the U. S. Department of Commerce and as published quarterly in the Business Conditions Digest Survey and Summary of Current Business published by said department. During the term of this Lease as extended, the amount of rental shall be adjusted

in three-year intervals commencing April 1, 1984, in the ratio that the aforesaid Index for the quarterly period ending March 31, 1981, varies from the said Index in effect upon the date of said adjustment. For example, if said Index has increased ten percent on March 31, 1984, as compared with March 31, 1981, the amount of rent shall be increased ten percent. The same principle shall be applicable to each adjustment based in each instance to the applicable Index for March 31, 1981. The amount of rent adjusted shall be applicable through the three-year period following the March 31 preceding the year in which said adjustment is made. At no time shall the rent be less than the preceding three-year period.

6. Taxes. All taxes and governmental assessments of any kind whatsoever levied on the real property described in Paragraph 1 above and upon the roadway described in Paragraph 2 above and any improvements and personal property placed thereon by Lessee shall be paid when due by Lessee.

7. Zoning. Lessee takes the additional real property described in Paragraph 1 above relying on its own investigation as to the zoning of said property and the uses which can be made of the same. In addition, Lessee acknowledges that Lessors have given no warranties nor made any representations concerning such zoning.

8. Assignments. Except as set forth in this paragraph Lessee shall not have the right to assign or sublet all or any part of the leased premises or any interest under the Lease, as modified, without the prior written consent and approval of the Lessors. Lessee may assign or sublet, in whole or in part, to Weatherbank, Inc. and Telescene, Inc., affiliated companies of Lessee, for the purpose of facilitating the development and delivery of programs and data by such affiliates for Lessee and its other affiliates, to Community Investment Corporation for the operation of its radio station KALL-AM-FM, and to KUTV Community Services, Inc., for the purpose of constructing and operating a translator station for relaying and rebroadcasting the signal of Lessee and its affiliated radio station.

Any other attempted assignment or sublease, in whole or in part of the Lease, to any other entity, whether affiliated with Lessee or not, shall be absolutely void without the written consent of Lessors, and shall be an act of default under the Lease.

9. Lessors Right to Lease. Lessors shall not be in any way prevented from leasing other land not subject to the terms and provisions of this Lease to others conducting similar businesses to those conducted by Lessee and its affiliates or any other type of business whether it be similar to the businesses conducted by Lessee and its affiliates.

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10. Conditions Precedent. This Agreement shall not go into effect until Lessee obtains a written agreement with United Group Stations, successor in interest to Intermountain Broadcasting and Television Corporation, Lessee under Lease dated April 26, 1957, between the William Spratlings and that corporation by which United Group Stations expressly consents to the terms of this Agreement.


11. Survey. No building or structure shall be constructed on the above described real property until a surveyor licensed under Utah law has established the corners of the same by permanent monuments. Such surveyor shall certify after construction that the building or structure is located within the boundaries of said real property.

12. Attorney's Fees. In the event litigation shall result directly or indirectly out of the Lease or this modification thereof the prevailing party shall be entitled to reasonable attorney's fees in such litigation or any appeal therefrom.

13. No Other Modifications. Except for the modifications set forth herein the Lease shall stand unmodified.

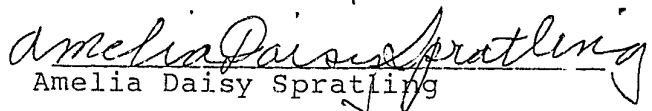
KUTV, INC.

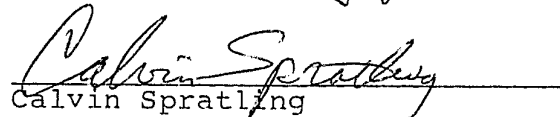
By

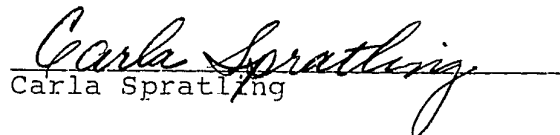

George C. Hatch
President

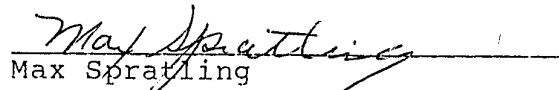
LESSEE

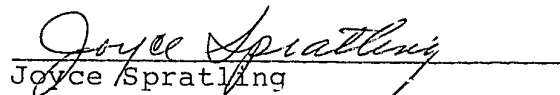

William Parley Spratling


Amelia Daisy Spratling


Calvin Spratling


Carla Spratling


Max Spratling

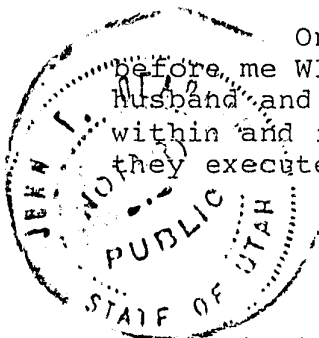

Joyce Spratling

LESSORS

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STATE OF UTAH)
) ss.
County of Salt Lake)

On this 7th day of ~~June~~ July, 1981, personally appeared before me WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, husband and wife, known to me to be the persons who signed the within and foregoing instrument who duly acknowledged to me that they executed the same.



John I. Dearden
Notary Public
Residing at: Reverton, Utah

My Commission Expires:

MY COMMISSION EXPIRES JUNE 12, 1983

STATE OF NEVADA)
) ss.
County of Elko)

On this 3rd day of ~~June~~ July, 1981, personally appeared before me MAX SPRATLING and JOYCE SPRATLING, his wife, known to me to be the persons who signed the within and foregoing instrument who duly acknowledged to me that they executed the same.



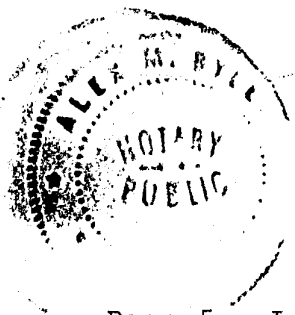
IRIS N. DAHL
Notary Public - State of Nevada
Elko County
My Appointment Expires Jan. 1, 1984

Iris N. Dahl
Notary Public
Residing at:

My Commission Expires:

STATE OF OREGON)
) ss.
County of Umatilla)

On this 24 day of June, 1981, personally appeared before me CALVIN SPRATLING and CARLA SPRATLING, his wife, known to me to be the persons who signed the within and foregoing instrument who duly acknowledged to me that they executed the same.

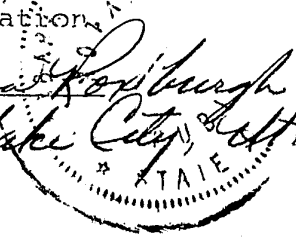


Alex M. Byrk
Notary Public for Oregon
My Commission Expires: 11-3-81

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STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of June, 1981, personally appeared before me GEORGE C. HATCH, known to me to be the President of KUTV, INC., the corporation that executed the within and foregoing document, and said George C. Hatch duly acknowledged to me that he executed the same for and in behalf of said corporation.


Barbara Foxburgh
Notary Public
Residing at: *Salt Lake City, Utah*

My Commission Expires:

6/4/85

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