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WHEN RECORDED RETURN TO:
Kate Lahey
Van Cott, Bagley, Cornwall & McCarthy
P.O. Box 45340
Salt Lake City, Utah 84145

SECOND AMENDMENT TO LEASE MODIFICATION AGREEMENT

THIS SECOND AMENDMENT TO LEASE MODIFICATION AGREEMENT (hereinafter referred to as the "Second Amendment") is made and entered into on this 3 day of December, 1985, by and among CALVIN J. SPRATLING and CARLA P. SPRATLING, husband and wife, and MAX SPRATLING (also known as WILLIAM MAX SPRATLING) and JOYCE SPRATLING, husband and wife (all of the Spratlings are hereinafter collectively referred to as the "Spratlings") of P.O. Box 400-Star Route, Pendleton, Oregon 97801, LESSORS; and KUTV, INC. (hereinafter referred to as "KUTV"), a Nevada corporation with its principal office at 2185 South 3600 West, Salt Lake City, Utah 84119, LESSEE.

RECITALS

A. On or about February 1, 1954, William Parley Spratling and his wife Amelia Daisy Spratling entered into an Agreement of Lease (hereinafter referred to as the "Lease") with Utah Broadcasting and Television Corporation. By a Notice dated July 9, 1976 KUTV, the successor in interest to Utah Broadcasting and Television Corporation, extended the Lease according to its terms for an additional period of 25 years,

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commencing January 1, 1977. This Notice was recorded in the Salt Lake County Recorder's Office on August 12, 1976 in Book 4298, Pages 320-323.

B. On or about June 24, 1981, the Spratlings and William Parley Spratling and Amelia Daisy Spratling, as lessors, entered into that certain Lease Modification Agreement (hereinafter referred to as the "Lease Modification Agreement") with KUTV, as lessee, whereunder the lessors modified the Lease to grant KUTV certain additional rights and to lease to KUTV certain additional real property in Salt Lake County, Utah, located in Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian. The Lease Modification Agreement was recorded in the Salt Lake County Recorder's Office on September 11, 1981 at Book 5290, Pages 1466 to 1471, as Entry No. 3603450.

C. By an Amendment to Lease Modification Agreement, dated October 12, 1984, the Spratlings and William Parley Spratling and Amelia Daisy Spratling, as lessors, and KUTV, as lessee, amended the Lease and the Lease Modification Agreement to clarify which lands had been leased to KUTV under the Lease and the Lease Modification Agreement. This Amendment to Lease Modification Agreement was recorded in the Salt Lake County Recorder's Office on January 7, 1985 in Book 5620, Pages 1754 to 1765, as Entry No. 4036281.

D. By an Assignment of Leases and/or Rental Agreements, dated January 14, 1985, William Parley Spratling

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and his wife Amelia Daisy Spratling conveyed to the Spratlings all of their lessors' interest in the Lease and the Lease Modification Agreement. This Assignment was recorded in the Salt Lake County Recorder's Office on January 14, 1985 in Book 5622, Pages 381 to 383, as Entry No. 4038586.

E. On or about April 18, 1985, KUTV obtained a survey of the 150 foot by 300 foot parcel of land designated in the Lease and in the Amendment to Lease Modification Agreement as "Parcel 1."

F. The Spratlings and KUTV desire to clarify their intention concerning the location and legal description of the "Parcel 1" lands and to amend the Lease, the Lease Modification Agreement, and the Amendment to Lease Modification Agreement to incorporate the land description set forth in Exhibit "A" attached hereto and by this reference incorporated herein as the correct legal description for the lands covered by the Lease, the Lease Modification Agreement, and the Amendment to Lease Modification Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. KUTV and the Spratlings hereby amend the Lease, the Lease Modification Agreement, and the Amendment to Lease

Modification Agreement to include those lands, and only those lands described in Exhibit "A" attached to this Second Amendment.

2. The Spratlings hereby lease to KUTV, and KUTV hereby takes from the Spratlings the lands described in Exhibit "A" of this Second Amendment, on the conditions and provisions and for the term set forth in the Lease, the Lease Modification Agreement, and the Amendment to Lease Modification Agreement.

3. KUTV and the Spratlings hereby ratify and adopt the Lease, the Lease Modification Agreement, and the Amendment to Lease Modification Agreement as amended herein and as they pertain to the lands described in Exhibit "A" attached hereto.

DATED this 3 day of Dec, 1985.

Calvin J. Spratling
Calvin J. Spratling

Carla P. Spratling
Carla P. Spratling

Max Spratling
Max Spratling, also known as
William Max Spratling

Joyce Spratling
Joyce Spratling

KUTV, Inc.

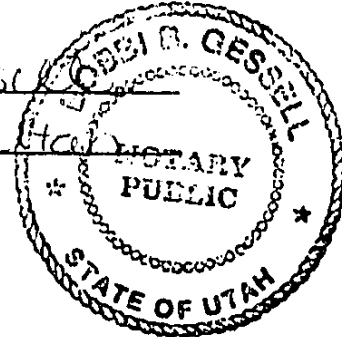
By George C. Statler
Its President

ACKNOWLEDGMENTS

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 15th day of Oct, 1985, personally appeared before me George C. Hatch, who being by me duly sworn, did say that he is the President of KUTV, INC., and that the foregoing instrument was signed by him on behalf of KUTV, INC. by authority of its bylaws or a resolution of its Board of Directors, and said George C. Hatch acknowledged to me that KUTV, INC. executed the same.

Robert P. Gessell
NOTARY PUBLIC
Residing at Early Utah



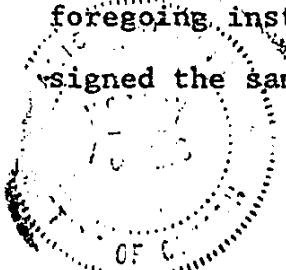
My Commission Expires:
3-30-86

STATE OF Oregon)
) ss.
COUNTY OF Umatilla)

On the 3rd day of December, 1985, personally appeared before me CALVIN J. SPRATLING, the signer of the

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foregoing instrument, who duly acknowledged to me that he signed the same.

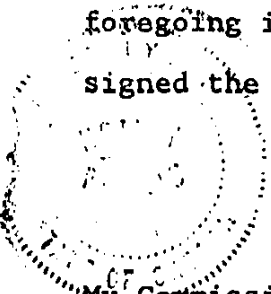


Alicia H. Young
NOTARY PUBLIC
Residing at Holy, Oregon

My Commission Expires:
My Commission Expires July 26, 1983

STATE OF Oregon)
COUNTY OF Umatilla) : ss.

On the 3rd day of December 1985, personally appeared before me CARLA P. SPRATLING, the signer of the foregoing instrument, who duly acknowledged to me that she signed the same.



Alicia H. Young
NOTARY PUBLIC
Residing at Holy, Oregon

My Commission Expires:
My Commission Expires July 26, 1986

STATE OF Nevada)
COUNTY OF Elko) : ss.

On the 10th day of December, 1985, personally appeared before me MAX SPRATLING, also known as WILLIAM MAX

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SPRATLING, the signer of the foregoing instrument, who duly acknowledged to me that he signed the same.

Marianne Eardley
NOTARY PUBLIC
Residing at Elko, NV

My Commission Expires:

September 26, 1988



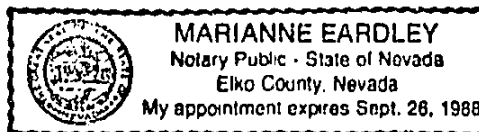
STATE OF Nevada)
 : ss.
COUNTY OF Elko)

On the 10th day of December, 1985, personally appeared before me JOYCE SPRATLING, the signer of the foregoing instrument, who duly acknowledged to me that she signed the same.

Marianne Eardley
NOTARY PUBLIC
Residing at Elko, NV

My Commission Expires:

September 26, 1988



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EXHIBIT "A"

Correct legal description for all of the lands leased by the Spratlings to KUTV under the Lease, the Lease Modification Agreement, the Amendment to Lease Modification Agreement, and the Second Amendment to Lease Modification Agreement:

Parcel 1:

A tract of land situated in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 35 in Township 2 South, Range 3 West, Salt Lake Base & Meridian, and more particularly described as follows:

Beginning at a point South 547.18 feet and East 534.97 feet from the Northwest corner of Section 35 in Township 2 South, Range 3 West, Salt Lake Base & Meridian, and running thence East a distance of 150 feet, thence South a distance of 300 feet, thence West a distance of 150 feet, and thence North a distance of 300 feet to the point of beginning;

together with the right to use additional land adjacent to the said described tract as may be required by Lessee for the installation of a guy-wire system supporting a transmitter tower upon said tract and, further, together with an easement on the property of Lessors for a roadway not exceeding two (2) rods in width from the above-described tract or from any tract or site upon which Lessee locates its transmitter, whether upon the land of Lessors or otherwise, to the roadway now constructed on Lessors' property in Sections 34, 35 and 36 in Township 2 South, Range 3 West, Salt Lake Base & Meridian, which roadway is now being used by Intermountain Broadcasting and Television Corporation or its successor in interest.

Parcel 2:

Beginning at a point South 1298.58 feet and West 1285.06 feet from the Northeast corner of Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, which beginning point is the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34,

and running thence North 89°08' West 500.00 feet along the North line of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 34, thence South 250.00 feet; thence South 89°08' East 500.00 feet; thence North 250.00 feet, to the point of beginning.

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Mark Ebbert
MARK EBBERT

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DEP

VAM COITL BACLEY

JAN 28 11 30 AM '86

KATHLEEN LYNN
RECORDER
SALT LAKE COUNTY,
UTAH

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