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**AMENDED AND RESTATED
DECLARATION OF TRUST**

made as of April 6, 2016

by

Jack M. Mortenson

Settlor

and

Jack M. Mortenson

Trustee

Name Of Trust: Jack M. Mortenson Living Trust

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guardian, committee, conservator, executor or administrator, delivered to the Trustee and filed in accordance with any requirements of applicable law.

ARTICLE TWELFTH

Special Committee for Closely Held Entities; Advisory Committee

Anytime the Settlor is not serving as the Trustee, **Jo Burton, Preslee Mortenson, and Dion Maurice Mortenson** are appointed to the special Committee (the "Special Committee") for the management of **Mortenson Holdings, Inc.** and the stock or other ownership interests in any other corporation, limited liability company or partnership involved in any radio or broadcasting enterprise which is not traded on an established securities exchange (the "MHI entities") held by the trust. The Trustee shall defer and adhere to the directives of the Special Committee concerning the management of the MHI entities which may be held from time to time in the trust. The Special Committee is prohibited from directing or exercising any authority causing the MHI entities to purchase additional radio stations or broadcasting entities. It is the Settlor's intent, ideally, that the MHI entities be liquidated upon the Settlor's death, but the Settlor does not direct that any MHI entity or entities be sold as a forced sale or at a "fire sale" price. The Special Committee shall make the decision as to whether to keep any of the MHI entities in operation. The Trustee shall seek the approval of the Special Committee regarding the sale of any radio station or major asset of any MHI entity prior to making any commitment regarding any such sale. Any action by the Special Committee shall require the affirmative vote of a majority of the Special Committee members. The Trustee is hereby designated as the Chairperson of the Special Committee and it shall be her exclusive responsibility to poll the Special Committee by any means she chooses (whether individually or at a meeting or teleconference with all members in attendance, and whether by telephone, telefax or otherwise), and to be the sole authorized spokesperson and signatory for the Special Committee. Anyone dealing with her shall rely on her authority to so act, without further investigation beyond her representation of her authority, and they shall be indemnified and held harmless for any loss or damage caused by such reliance.

In the event the Trustee resigns or is unable to serve as the Chairperson of the Special Committee, a successor Chairperson shall be chosen by a majority of the remaining Special Committee members. In the event that any person resigns or is unable to serve as a member of the Special Committee, the children of Settlor not then on the Special Committee shall select a successor member to the Special Committee, by majority vote, which successor member may not be any person currently or formerly related to the Settlor or Settlor's children, whether by blood or by marriage.

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It is Settlor's desire that the Special Committee seek the advice of the Advisory Committee for direction in management and operation of the MHI entities. The Advisory Committee shall consist of the following members: **GARY MEEKS, TOM MOFFAT, JOHN GOTSHALL, WILLIAM F. RIGSBY, REX HUMBARD, ED ATSIAGER and MIKE GINTER.** If a member of the Advisory Committee shall resign or otherwise be unable to serve, the remaining members of the Advisory Committee shall serve as the Advisory Committee, without appointment of a successor member.

ARTICLE THIRTEENTH

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FIRST AMENDMENT
TO THE
JACK M. MORTENSON AMENDED AND RESTATED
DECLARATION OF TRUST
DATED APRIL 6, 2016

2. The Settlor hereby amends Article TWELFTH Special Committee For Closely Held Entities; Advisory Committee so as to eliminate the semicolon and the words "Advisory Committee" from the heading and so as to eliminate the last grammatical paragraph of such Article TWELFTH relating to an Advisory Committee.

3. In all other respects, Settlor ratifies and confirms all other terms of the Trust Agreement as previously written.