

SLC DIVESTITURE TRUST I

FIRST AMENDMENT TO TRUST AGREEMENT

THIS FIRST AMENDMENT TO TRUST AGREEMENT (the "Amendment"), dated as of December 31, 2013, is by and between Simmons Media Group, LLC, a Delaware limited liability company ("SMG"), Jim Burgoyne ("Burgoyne") and W. Lawrence Patrick ("Patrick").

WHEREAS, on December 17, 2010 SMG and Patrick entered into the SLC Divestiture Trust I Trust Agreement (the "Trust Agreement");

WHEREAS, on or about September 27, 2013 Patrick notified SMG pursuant to Paragraph 9 of the Trust Agreement of his intention to resign as Trustee;

WHEREAS, SMG accepted Resigning Trustee's resignation subject to the prior approval of the Federal Communications Commission and acceptance of appointment as Trustee by Burgoyne;

WHEREAS, the FCC consented to the transfer of control of SLC Divestiture Trust I from Patrick to Burgoyne (File No. BTCH-20130927AGF) on December 30, 2013;

WHEREAS, the parties wish to consummate the transfer of control of SLC Divestiture Trust I by the actions and agreements specified herein; and

WHEREAS, the parties wish to amend the Trust Agreement to reflect appointment of Burgoyne as the Trustee and make other amendments as specified herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the receipt and sufficiency of which are hereby acknowledged the Trust Agreement is hereby amended as of the date hereof as follows:

1. W. Lawrence Patrick hereby resigns as Trustee. SMG hereby accepts such resignation by Patrick and further hereby releases and indemnifies Patrick from any and all duties, obligations, commitments, claims, damages, liabilities, or other cause of action arising under the Trust Agreement and Engagement Letter (defined below) or ancillary thereto.
2. Concurrently herewith Patrick shall be paid the sum of Twenty Five Thousand Dollars (\$25,000) by wire transfer, in addition to any amounts due and owing under the Trust Agreement or that certain Trustee Engagement Letter by and between SMG and Patrick dated June 14, 2010 (the "Engagement Letter").
3. Burgoyne hereby accepts appointment as Trustee under the Trust Agreement and all references to Trustee in the Trust Agreement shall mean Jim Burgoyne.
4. Paragraph 6 is hereby replaced in its entirety and amended to read as follows:

- a. SMG shall pay the Trustee \$600 per month not later than the 10th day of the immediately following month;
 - b. To the extent the Trustee has timely submitted an itemized expense report and receipts or other supporting documentation, SMG shall reimburse the Trustee for reasonable out of pocket expenses related to the Trustee's service as Trustee not later than the 10th day of the month following receipt of such expense report; and
 - c. To the extent the Trustee expends more than 60 hours providing services to the Trust during any given twelve month period ("Service Limit") and has timely submitted a report in form and substance reasonably acceptable to SMG documenting such excess hours ("Excess Service"), SMG shall compensate the Trustee for such Excess Service at a rate of \$100 per hour not later than the 10th day of the month following receipt of such Excess Service report. Trustee time expended traveling to and from Salt Lake City, Utah for Trust business shall not count toward the Service Limit nor shall it be considered Excess Service. In no event shall SMG compensate the Trustee for more than [five] hours of Excess Service performed in any given month without the prior written approval of SMG.
5. Except as modified herein, the Trust Agreement remains in force and effect in accordance with its terms. Capitalized terms not otherwise defined herein will have the meanings attributed to them in the Trust Agreement.
 6. This Amendment is effective as of 11:59 PM on December 31, 2013.

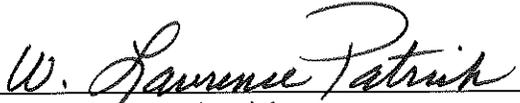
[Signature Page Follows]

[Signature Page to SLC Divestiture Trust I First Amendment to Trust Agreement]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in its name by a duly authorized officer as of the day and year first above written.

PATRICK:

W. LAWRENCE PATRICK



W. Lawrence Patrick

BURGOYNE:

JIM BURGOYNE

Jim Burgoyne

SMG:

SIMMONS MEDIA GROUP, LLC

By: _____
Name:
Title:

[Signature Page to SLC Divestiture Trust I First Amendment to Trust Agreement]

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PATRICK:

W. LAWRENCE PATRICK

W. Lawrence Patrick

BURGOYNE:

JIM BURGOYNE

Jim Burgoyne

SMG:

SIMMONS MEDIA GROUP, LLC

By:

Name: BRET J. LEIFSON

Title:

VP Administration

[Signature Page to SLC Divestiture Trust I First Amendment to Trust Agreement]

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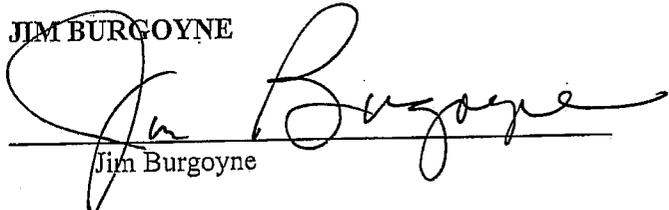
PATRICK:

W. LAWRENCE PATRICK

W. Lawrence Patrick

BURGOYNE:

JIM BURGOYNE



Jim Burgoyne

SMG:

SIMMONS MEDIA GROUP, LLC

By: 

Name: **BRET J. LEAFSON**

Title: **VP Administration**