

LWB

FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT

This First Amendment to Local Marketing Agreement ("*Amendment*") is entered effective as of December 21, 2012, by and among Bonneville International Corporation, a Utah corporation ("*Bonneville*"), and Henri-Delta Company LLC, an Arizona limited liability company ("*Programmer*"). Capitalized terms shall that are not otherwise defined in this Amendment shall have the meanings ascribed to them in the LMA (defined below).

RECITALS

WHEREAS, Bonneville and Programmer are parties to that certain Local Marketing Agreement dated July 12, 2010 (the "*LMA*") relating to radio broadcast station KMVP(AM), licensed to Phoenix, Arizona (the "*Station*"); and

WHEREAS, Bonneville and Programmer wish to amend the LMA as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Bonneville and Programmer hereby agree as follows:

ARTICLE 1 AMENDMENTS

1.1. *Agreement Term.* Section 1 of the LMA is hereby deleted in its entirety and replaced and superseded with the following language:

Agreement Term. The term of this Agreement (the "Term") begins at 12:01 A.M. on January 1, 2013 (the "*Programming Commencement Date*") and continues until 11:59 P.M. on December 31, 2015 (the "*LMA Termination Date*"); provided, however, the Term may be earlier terminated in accordance with the provisions set forth in this Agreement."

1.2. *Amendment to Schedule 2.2.* Schedule 2.2 the LMA "Sports Programming Time" is hereby deleted in its entirety and replaced by Schedule 2.2 attached hereto.

ARTICLE 2 MISCELLANEOUS

2.1. *Entire Agreement.* Except as expressly set forth herein, the LMA has not been amended or modified and remains in full force and effect. The LMA (as amended hereby) and the schedule attached hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

2.2. *Counterparts.* This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

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2.3. **Facsimile or PDF Signatures.** The parties hereto agree that transmission to the other party of this Amendment with its facsimile or electronic "pdf" signature shall bind the party transmitting this Amendment thereby in the same manner as if such party's original signature had been delivered. Without limiting the foregoing, each Party who transmits this Amendment with its facsimile or "pdf" signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Local Marketing Agreement to be duly executed as of the date first written above.

“Bonneville”

BONNEVILLE INTERNATIONAL CORPORATION,

a Utah corporation

By: _____



Its: _____

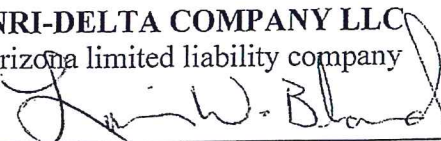
VP/General Manager

“Programmer”

HENRI-DELTA COMPANY LLC

an Arizona limited liability company

By: _____



Its: _____

President & CEO

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SCHEDULE 2.2

Sports Programming Time

During the Term, Bonneville may air certain sports events, including pre- and post-game coverage and additional events required due to post-season play for the following teams:

1. Arizona State University Men's Basketball. October through March of each year (approximately 20 – 25 games per season).
2. ESPN Programming – World Series/MLB Playoffs. October through November of each year (approximately 20 games per season).
3. ESPN Programming – College Football Bowl Games/BCS Playoffs/Championship. December through January of each year (approximately 10 games per season).
4. ESPN Programming – NBA Playoffs/Finals. April through June of each year (approximately 20 games per season).
5. High School Athletics – Football and Basketball Playoffs/Championships. Approximately 10 games each year.
6. University of Arizona – Men's Football and Basketball. Beginning in 2013.

Bonneville may increase the number of games per season and may add other teams to the list above at its discretion depending the programming requirements or contractual obligations of radio stations KTAR(AM) and KTAR-FM.