

**AMENDMENT TO  
LOCAL MANAGEMENT AGREEMENT**

Alarado Media LLC (the "Licensee") and Good Guys Broadcasting LLC (the "Programmer"), are parties to a Local Management Agreement ("LMA") dated January 1, 2020. In addition to the LMA, the parties currently have an Assignment of License Application LMS-00001534414 ("Application") on file with the Federal Communications Commission ("FCC") for the Licensee's Radio Stations WARB(AM), Dothan, Alabama (Fac. #23614) and W290DG (FX), Dothan, Alabama (Fac. #200713) ("Stations") where by the Programmer will purchase the Stations from the Licensee, subject to prior FCC Approval.

As part of Application process by the FCC, Staff has requested the LMA to be amended. The parties therefor AMEND the LMA as follows:

Paragraph 2 is REMOVED and replaced by the following paragraphs-

The Programmer shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to all personnel used by Programmer in the production of the Programming, including those employees offered employment as of the date of the LMA.

The Licensee shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to all personnel necessary to (i) fulfill its obligations as the Licensee, (ii) transmit the Programming, and (iii) deliver any other programming. The Programmer shall have no authority over and shall not supervise Licensee's Employees.

The Programmer shall pay for all costs associated with the production, development, promotion, and delivery of the Programming, including, but not limited to, (i) all ASCAP, BMI, SESAC, and other copyright fees associated with delivery of the Programming, (ii) any expenses incurred in connection with its sale of advertising time hereunder (including, without

limitation, sales commissions) in connection with the Programming, and (iii) the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programming and all sales personnel (including salespeople, traffic personnel, and programming staff).

The Licensee shall be responsible for the payment when due of all fees and expenses directly relating to the operation and/or maintenance of the Stations as necessary for the Licensee to maintain the licensed transmitting capability of the Stations and to fulfill its obligations as an FCC licensee, including, but not limited to, (i) all ASCAP, BMI, SESAC, and other copyright fees associated with the delivery of Licensee's programming, (ii) any expenses incurred in connection with the sale of advertising time hereunder including, without limitation, sales commissions in connection with the delivery of Licensee's programming, (iii) any rent and utility payments for the tower and transmitters used in the operation of the Stations, (iv) any rent and other payments for equipment used by the Licensee in the operation of the Stations, (v) any rent and other payments for studio space used by the Licensee, (vi) any insurance on the Stations' equipment (other than equipment leased from the Programmer), and (vii) Licensee Employee Costs (collectively, the "Operating Expenses").

Notwithstanding any provision of this Agreement to the contrary, the Licensee shall retain full authority and power with respect to the operation of the Stations during the Term and may take any and all steps necessary to faithfully and continuously do so throughout the Term. The parties agree and acknowledge that the Licensee's continued control of the Stations is an essential element of the continuing validity and legality of this Agreement. Accordingly, the Licensee shall employ the general manager of the Stations and such other personnel (not less than one) as the Licensee determines may be necessary to fulfill its obligations as licensee under the Communications Act of 1934, as amended (the "Communications Act"), and the Rules and

Regulations. The Licensee shall retain full authority and control over the policies, programming, and operations of the Stations, including, without limitation, the decision whether to preempt programming. The Licensee shall have full responsibility to effectuate compliance with the Communications Act and the Rules and Regulations, regulations, and policies. The Licensee shall be responsible for maintaining the Stations' public inspection file, and the Programmer shall reasonably cooperate with Licensee to provide information, records, and data reasonably requested by Licensee for such purpose.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on this \_\_\_\_\_ day of December, 2021.

**LICENSEE:**

**Alarado Media, LLC**

By: 

Name: James Ricky Carter

Title: Managing Member

**PROGRAMMER:**

**Good Guys Broadcasting, LLC**

By: 

Name: Anthony Donelson

Title: Member/Manager