

## **AMENDMENT TO LOCAL MARKETING AGREEMENT**

**THIS AMENDMENT TO LOCAL MARKETING AGREEMENT** ("Amendment") is made as of February 25, 2021 between **ALEXANDRA COMMUNICATIONS, INC.**, a Washington corporation ("Licensee") and **NOEMY RODRIGUEZ**, a resident of the State of Washington, **D/B/A ALCON MEDIA** ("Programmer").

### **Recitals**

**WHEREAS**, Licensee and Programmer entered into that certain Local Marketing Agreement, dated as of November 18, 2020 ("LMA"), whereby Licensee desired to accept the programming produced by Programmer and to make broadcasting time on radio broadcast stations KQFO(FM), Pasco, Washington, FCC Facility ID# 78988; and K295AV, Kennewick, Washington, FCC Facility ID# 155141 available to Programmer on terms and conditions which conform to the FCC Rules and to the LMA.

**WHEREAS**, Licensee and Programmer desire to amend certain terms of the LMA as set forth herein.

### **Agreements**

**NOW, THEREFORE**, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Amendment of LMA. The LMA hereby is amended as follows:

A. Section 6 of the LMA is removed in its entirety and replaced with the following:

“6. Expenses. As of the Commencement Date, Programmer shall be solely responsible for the salaries, payroll taxes, insurance and related costs for all personnel used by Programmer in the production of its Programming and advertising sales, for any publicity or promotional expenses incurred by Programmer. All expenses, including, but not limited to, such items as power and utilities charges, property taxes, rents, commissions, leases and agreements, and similar prepaid and deferred items shall be prorated between Licensee and Programmer in accordance with generally accepted accounting principles as of the Commencement Date, under the concept that all income, expense, and liabilities attributable thereto through the Commencement Date shall be for the account and obligation of Licensee, and all income, expense, and liabilities attributable thereafter shall be for the account and obligation of Programmer.”

B. Section 15 of the LMA is removed in its entirety and replaced with the following:

“15. Specific Performance and Rights to Cure.

(a) The Parties agree that the Assets and the business opportunity represented by this LMA are unique and are not readily available on the open market and the Licensee would be irreparably injured by Programmer's failure to perform its obligations hereunder. Therefore, in the event of Programmer's breach or default, Licensee shall have the right to seek liquidated damages equal to all LMA Payments paid to the date of default plus all LMA Payments remaining to be paid by Programmer to Licensee pursuant to the terms of this LMA.

(b) [Intentionally omitted.]

(c) Any and all operating equipment and/or software purchased, leased, or otherwise acquired by Programmer to be used in the operations of the Stations ("Programmer Acquired Assets") shall at all times remain the property of Programmer. In the event of an early termination of this LMA due to a default, breach, or abandonment of the facilities and their operation by Programmer, such Programmer Acquired Assets may be retained by Licensee at Licensee's sole option and the value of such Programmer Acquired Assets may be used as an offset against Programmer's liquidated damages specified in Section 15(a) above."

2. Full Force and Effect. All other terms and conditions of the LMA shall remain unchanged and in full force and effect.

3. Counterparts. This Amendment may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

4. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms as set forth in the LMA.

[Signature Pages follow]

IN WITNESS WHEREOF the Parties have executed this AMENDMENT TO LOCAL  
MARKETING AGREEMENT as of the date first above written.

**LICENSEE**  
**ALEXANDRA COMMUNICATIONS, INC.**

BY:   
Thomas D. Hodgins, President

**PROGRAMMER**  
**NOEMY RODRIGUEZ**  
**D/B/A ALCON MEDIA**

BY: \_\_\_\_\_  
Noemy Rodriguez

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