

FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT

This First Amendment to Local Marketing Agreement (“Amendment”) is dated as of October 8, 2021, by and among Amigo Multimedia, Inc., a Colorado corporation (“Licensee”), and La Promize Company LLC, an Arizona limited liability company (“Programmer”).

WHEREAS, Licensee and Programmer entered into a Local Marketing Agreement effective as of July 1, 2021 (the “LMA”); and

WHEREAS, Licensee and Programmer desire to amend the LMA.

NOW, THEREFORE, for and in consideration of the mutual agreements, representations, warranties and covenants herein contained, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto have agreed and do agree as follows:

1. Section 2 (b) is amended as follows:

(b) Licensee is responsible for paying all the monthly expenses in operating the Station as set forth in Attachment II hereto (“Expenses”). Programmer hereby agrees, beginning on and after the Commencement Date and during the term hereof, to reimburse Licensee for all such Expenses paid by Licensee.

2. Section 7 (a) shall be amended by adding the following sentence at the end:

The Licensee will appoint a general manager to oversee station operations, which general manager will have no connection or affiliation with the Programmer.

3. Section 9 (b) and (c) shall be amended as follows:

(b) Political Broadcasts. Licensee, with Programmer’s assistance, will oversee and retain responsibility for the Station’s compliance with those provisions of the Act and Commission Rules concerning equal opportunities, lowest unit charge, reasonable access to political candidates, and other matters relating to political broadcasts. Licensee, with Programmer’s assistance, shall comply with the lowest unit charge requirements of the Act and the Commission Rules and shall provide all records and information required by the Commission Rules to be placed in the respective public inspection file of the Station pertaining to the broadcast of political programming and advertisements within the Programming, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Commission Rules. To the extent necessary, Licensee, with Programmer’s assistance, shall comply with those provisions of the Act and Commission Rules relating to political broadcasting, including, but not limited to, Section 315 of the Act.

(c) Responsive Programming. In addition to its obligations and responsibilities under subsection (b) of this section, Licensee, with Programmer’s assistance, shall at all times be responsible for meeting and, where necessary or appropriate, documenting the Station’s compliance with all other requirements of the Act and Commission Rules, including but not limited to those relating to (i) programming responsive to the needs and interests of the Station’s service areas, (ii) maintaining the Station’s public inspection files, (iii) maintaining the

Station logs (if any) of the Station, and (iv) preparing quarterly programs/issues lists. Programmer shall, upon reasonable request by Licensee, provide Licensee with information with respect to such of Programmer's programs which are responsive to the needs and interests of the Station's service areas to assist Licensee in the preparation of programming reports required by the Commission Rules, and other information needed to assist Licensee's preparation of other records, reports and logs required by the Act, Commission Rules or other applicable laws and government regulations.

4. Attachment I shall be amended as set forth in Attachment I.
5. Except as modified herein, all other terms of the LMA remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Licensee

AMIGO MULTIMEDIA, INC.

By: Heberto Limas-Villers
Name: Heberto Limas-Villers
Title: President

Programmer

LA PROMIZE COMPANY LLC

By: 
Name: Laura Madrid
Title: Manager

LOCAL MARKETING AGREEMENT

ATTACHMENT I

Programmer's Programming will be in a format determined in by Programmer subject to Section 4 of this Agreement. As provided in Section 9(a), Licensee has ultimate authority to determine the Programming including, without limitation, the right to decide in the good faith exercise of its sole discretion whether to accept or reject any Programming or advertisements, the right to preempt any Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions for compliance with the laws of the United States or the State of Arizona or the Commission Rules.