

**AMENDMENT TO CLARIFY LOCAL PROGRAMMING
AND MARKETING AGREEMENT**

This AMENDMENT TO CLARIFY LOCAL PROGRAMMING AND MARKETING AGREEMENT, dated as of August 2, 2019 (the “Amendment”), is made and entered into by **Farmworker Educational Radio Network, Inc.**, a California corporation (“Licensee”) and **Bustos Media Holdings, LLC**, a California limited liability company (“Programmer”).

Recital

Licensee and Programmer are parties to the Local Programming and Marketing Agreement, dated as of May 13, 2019 (the “Agreement”), under which Programmer has agreed to provide Licensee with programming on FM Broadcast Station KRCW, 96.3 MHz, Royal City, Washington, Facility ID 49731 (the “Station”).

Agreement

Licensee and Programmer enter into this Amendment, as requested by Federal Communications Commission staff, and hereby amend and clarify the Agreement as follows:

1) **Section 1.10 Use of Station’s Equipment**. Section 1.10 of the Agreement is deleted and replaced in its entirety with the following:

(a) Licensee will be responsible for maintaining the Station’s studio equipment to enable Programmer to broadcast its programming on the Station as contemplated by this Agreement.

(b) In the event Programmer decides to augment any Station studio equipment existing as of the date of this Agreement, all such augmented equipment purchased by Programmer (“Programmer’s Equipment”) shall be subject to Licensee’s approval and shall remain the property of Programmer. At the end of this Agreement, absent a purchase of the Station’s assets by Programmer, Licensee may at its sole option purchase Programmer’s Equipment from Programmer at a price acceptable to Programmer in exchange for reimbursement of Programmer’s documented out-of-pocket costs. If no agreement is reached on Licensee’s purchase of the Programmer’s Equipment, Programmer is responsible for re-installing the original Station equipment.

2) **Schedule A**. Schedule A of the Agreement is deleted and replaced in its entirety with the following:

During the Term of this Agreement, Programmer shall pay the Licensee ONE HUNDRED DOLLARS (\$100.00) payable on or before the first day of each calendar month (the “Monthly Fee”).

Licensee shall pay for all Station expenses. However, Programmer shall timely reimburse Licensee for Licensee's reasonable and prudent expenses for the actual ongoing costs for items including, but not limited to, rent, insurance and utilities.

Programmer will be solely responsible for all costs and expenses associated with the production, promotion and programming of the content aired on the Station.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PROGRAMMER
BUSTOS MEDIA HOLDINGS, LLC

By: 

Name: Amador Bustos

Title: Managing Member/CEO

LICENSEE:

FARMWORKER EDUCATIONAL
RADIO NETWORK, INC.

By: _____

Name: Paul S. Park

Title: Secretary

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