

## AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement (“Amendment”) entered into this day of \_\_\_\_, November, 2023, by and between GLIMPSES OF GUAM INC. dba GLIMPSES MEDIA (hereinafter called "OPERATOR"), a Guam corporation, and SORENSEN MEDIA GROUP, INC. (hereinafter called "OWNER"), a Guam corporation, together the “Parties”.

WHEREAS, on November 22, 2023, the Parties entered into a Management Agreement (“Agreement”) for the operation and management of radio stations licensed by the Federal Communications Commission (“FCC”) and owned by a subsidiary of Sorensen; and

WHEREAS, the Parties wish to amend and correct the Management Agreement to bring it into compliance with FCC rules and policies; and

NOW, THEREFORE, in consideration of these premises, the Parties hereto agree as follows:

1. Sorensen Media Group, Inc. is the parent company of Sorensen Pacific Broadcasting, Inc., licensee of Radio Stations KGUM (AM), Agana Guam; KZGU (FM), Mangilao, Guam: KGUM-FM, Dededo, Guam: KZGZ (FM), Agana, Guam; and FM Translator K243CS, Agana, Guam (the “Stations”)
2. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations, including, specifically, control over the Stations’ finances, personnel and programming. Licensee certifies that it shall at all times during the term of this Agreement ultimate control over all aspects of the Stations’ facilities and operations to the extent required by the rules, regulations and policies of the FCC (the “FCC Rules”). Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which

Licensee believes to be contrary to the public interest or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities served by the Stations. Without limiting the preceding sentence, Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the FCC Rules, including any programming or advertising that does not comply with the FCC's sponsorship identification rules. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. Notwithstanding the foregoing, in no event shall any rejection, refusal, substitution or pre-emption of Programmer's programming take place for the commercial or economic advantage of Licensee, and in no event shall any of Licensee's substituted programming be broadcast in exchange for compensation or contain commercial announcements for which compensation is received by Licensee unless such compensation is immediately paid over to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions and the FCC Rules. Programmer shall immediately provide Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in the Stations' public inspection file.

### 3. PROGRAMS

(a) Programmer shall ensure that the contents of the Programs shall conform to all FCC Rules. Programmer shall consult Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as such issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of each year during the Term, Programmer shall provide Licensee with pertinent information regarding Programs which addressed significant community issues during the preceding quarter and the specific Programs which addressed such issues for inclusion in the Station's quarterly issues-programs reports.

(b) Licensee shall oversee and have ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC Rules, the Communications Act of 1934, as amended, and all federal election laws (collectively, the "Election Laws"). Programmer shall release advertising time availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the Election Laws; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer shall ensure that any advertising time it sells to political candidates complies with the Election Laws as applicable to radio broadcast stations.

4. Call Signs. During the Term, Licensee shall retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations and shall ensure that proper station identification announcements are made with such call letters in accordance with the FCC Rules. Programmer shall include in the Programs it delivers for broadcast an announcement to identify such call letters at the beginning of each hour, as well as any other announcements required by the FCC Rules.
5. Handling of Station's Communications. Licensee or Programmer, as appropriate, shall receive and handle mail, faxes, telephone calls and email from members of the public; provided, however, in all communications with the public, Programmer shall clearly indicate that it is not the Licensee of the Stations.
6. Payola and Conflicts of Interest. Each of Programmer and Licensee agrees not to, and to use reasonable efforts to cause its employees who have the ability to cause the broadcast of programs and/or commercial matter on the Stations not to, accept any consideration, compensation or gift or gratuity

of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer, Licensee and merchants or advertisers, in consideration for the broadcast of any matter on the Stations unless the payor is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, in accordance with Sections 317 and 507 of the Communications Act, 47 U.S.C. §§ 317 and 508, and the FCC Rules.

7. Programmer's Compliance with Law. Programmer agrees that, throughout the Term, Programmer shall comply in all material respects with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Stations, including meeting equal employment opportunity requirements with respect to Programmer's employees performing duties in connection with the Stations.
8. Certifications. Licensee certifies that it maintains and will continue to maintain ultimate control over the Stations' facilities, including specifically ultimate control over the Stations' finances, personnel and programming as provided herein. Programmer certifies that the arrangement contemplated by this Agreement complies with the provisions of Section 73.3555(a)(1) of the FCC's rules.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on and as of the date first above written.

**OPERATOR:**

**GLIMPSES OF GUAM, INC.  
BA/GLIMPSES OF GUAM**

  
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**By:** Marcos W Fong

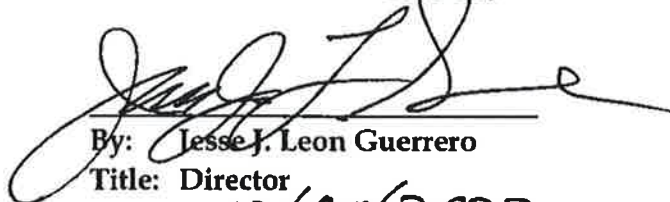
**Title:** Managing Director

**Date:** December 18, 2023

**Witness:**

**OWNER:**

**SORENSEN MEDIA GROUP, INC.**

  
\_\_\_\_\_

**By:** Jesse J. Leon Guerrero

**Title:** Director

**Date:** 12/07/2023

**Witness:** Shania Nitara 

**LICENSEE:**

**SORENSEN PACIFIC BROADCASTING, INC.**

  
\_\_\_\_\_

**By:** Jay W. Sorensen

**Title:** Director

**Date:** 12/07/2023

**Witness:** Daniel Rohrback 