

LOCAL MARKETING AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of December 1, 2023 between **SORENSEN PACIFIC BROADCASTING, INC.**, a Guam corporation and **SORENSEN TELEVISION SYSTEMS, INC.**, a Guam Corporation (together "Sorensen" or "Licensee") and **DB MEDIA, LLC**, a Northern Mariana Island limited liability company ("Programmer")(collectively the "Parties").

Recitals

Licensee owns and operates the following broadcast stations (the "Stations") under licenses issued by the Federal Communications Commission ("FCC"): FM Radio Stations KPXP, Facility ID 1747, Garapan-Saipan, MP and Low Power Television Stations KPPI-LD, Facility ID 125202, Garapan-Saipan, MP (collectively referred to as "the Stations").

Licensee intends to place KPPI-LD, Facility ID 125202, Garapan-Saipan, MP in silent status until Programmer is able to provide programming for the station.

Licensee seeks to acquire programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations, as outlined in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and the recitals above, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Term: The term of this Agreement (the "Term") will begin on December 1, 2023 and will continue until the consummation of the assignment of licenses of the Stations, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).
2. Programming: During the Term, Licensee shall make available to Programmer all of the airtime on the Stations for programming that Programmer produces, owns or licenses (the "Programs") twenty-four (24) hours per day, seven (7) days per week. During the Term, Programmer will transmit the Programs to the Stations' transmitting facilities and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 4 below.
3. Payments and Revenue: For the broadcast of the Programs and other benefits provided to Programmer under this Agreement, Programmer will compensate Licensee as detailed in Schedule A. Throughout the Term, Licensee will offer Programmer the benefits of any existing contracts and agreements related to the Stations, with Programmer fulfilling the corresponding obligations of the Licensee to the extent of these benefits. In exchange, from the effective date of this Agreement, Programmer will retain one hundred percent

(100%) of all revenues generated from advertising aired on the Stations. Any revenues from advertising sold by Licensee and aired prior to the effective date of this agreement will be accrued to the Licensee and remitted to them in a timely manner.

4. Control:

- a. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the permittee or licensee of the Stations, it shall have full authority, power, and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee shall retain control over the finances policies, programming, and operations of the Stations. Licensee shall bear the responsibility for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, "Communications Laws") and all other applicable laws, including Licensee oversight of the operations of the Stations, which shall be the responsibility of the President of Licensee. 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.
- b. Licensee and Programmer acknowledge that the Commonwealth of the Northern Mariana Islands currently does not have a functioning Emergency Alert System (EAS). In light of this, Programmer will transmit verified emergency information on a timely basis to ensure that critical information reaches the audience effectively.
- c. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Stations and Licensee shall include such letters in the Stations' public inspection file as appropriate.

5. Programs:

- a. The Programmer is responsible for ensuring that all Programs comply with FCC regulations. Additionally, the Programmer will collaborate with the Licensee to address any public concerns related to the content of the Programs. The broadcasting rights granted under this Agreement are non-exclusive, and ownership or licensing rights in the Programs will continue to reside with the Programmer.
- b. From the effective date of this Agreement, the Programmer is responsible for all music licenses and performing rights fees associated with the Stations and Programs. This responsibility includes managing and paying any fees required for the use of copyrighted music as part of the broadcast. The Licensee remains

responsible for any performing rights fees incurred prior to the effective date of this Agreement.

- c. The Programmer pledges to adhere to non-discriminatory practices in all advertising activities, in compliance with FCC policies. This commitment ensures that advertising content and practices uphold the principles of fairness and equality as outlined by the FCC.
- d. The Programmer is required to disclose any payments or considerations received for the inclusion of content in the programming. This disclosure is in accordance with Sections 317 and 507 of the Communications Act of 1934, ensuring transparency in all programming-related transactions.

6. Expense Responsibility and Reimbursement Arrangements:

- a. The Licensee's responsibilities extend to the maintenance of studio and transmitter equipment and overseeing any necessary operational costs.
- b. The Programmer agrees to reimburse all direct costs associated with the operation of the Stations, including but not limited to, the maintenance of studio and transmitter equipment, rent, and utilities for both the studio and the transmitter site. It is understood that this reimbursement does not extend to payments related to Sorensen's corporate expenses that are not directly connected to the operation of the Saipan stations.
- c. All agreements for reimbursements by the Programmer will be formally documented and mutually agreed upon in writing by both parties, ensuring transparency, clarity, and accountability in the management of these expenses.
- d. The Programmer is responsible for the production and delivery of the Programs to the Station's facilities and all associated costs and for the Programmer's own employees and their associated salaries and expenses.

- 7. Call Sign: Licensee retains rights to the call letters and ensures proper FCC-compliant identification announcements. Programmer is authorized to use these call letters in the Programs and promotional materials.
- 8. Maintenance: The Licensee is committed to maintaining the operating power and equipment of the Stations in accordance with good engineering practice, ensuring optimal functionality and compliance with industry standards. Despite the transmitter site being unattended and not staffed by Licensee personnel, the Licensee will ensure proper maintenance of the transmitter. This is to guarantee its reliability and effectiveness in transmitting the Programs consistently and without interruption.

9. Facilities: Licensee shall provide Programmer full access to studio and transmitter sites for the purpose of delivering the Programs and fulfilling other obligations under this Agreement. In addition, Programmer will be permitted to install a 1 or 2-bay FM antenna, not exceeding 30 lbs, for KZMI-FM on the existing tower and operate one 500-watt transmitter for KZMI-FM in the transmitter shelter. Programmer will be responsible for all costs associated with tower climbing, installation, and maintenance, as well as for all utility costs incurred as a result of their operations. This access and installation are subject to any necessary landlord consents and compliance with applicable regulations and safety standards. While on the premises of Licensee or the transmitter site's owner, Programmer agrees to abide by any existing lease terms and premises rules.

10. Representations: Both Programmer and Licensee represent and warrant to each other the following:

- a. Authority: Each party has the full power and authority to enter into this Agreement and carry out the transactions it contemplates.
- b. Good Standing: Each party is in good standing in its jurisdiction of incorporation or formation and is qualified to conduct business in all jurisdictions where its operations require it.
- c. Authorization: This Agreement has been duly authorized, executed, and delivered by each party and constitutes a legally binding obligation.
- d. Non-Conflict: The execution, delivery, and performance of this Agreement by each party do not conflict with or violate any other agreement, law, or regulation to which the party is subject.

11. Events of Default: Event of Default by Programmer:

- a. An Event of Default shall occur if the Programmer:
 - i. Fails to make timely payments as required by this Agreement.
 - ii. Does not fulfill or violates any other material obligation under this Agreement
 - iii. Breaches any material representation or warranty made in this Agreement.
- b. Event of Default by Licensee: An Event of Default shall occur if the Licensee:
 - i. Fails to fulfill or violates any material obligation under this Agreement.
 - ii. Breaches any material representation or warranty made in this Agreement.

- c. **Procedure Following Potential Default:** An Event of Default will not be officially recognized until 15 calendar days after the party not in default gives written notification to the defaulting party, clearly detailing the nature of the potential default. If this default is not remedied within this period, the non-defaulting party has the right to terminate this Agreement immediately upon issuing written notice
12. **Indemnification:** Programmer agrees to indemnify and protect Licensee from any liabilities resulting from the broadcasting of the Programs on the Stations. This includes, but is not limited to, liabilities concerning indecency, libel, slander, illegal competition or trade practices, music licensing fees, infringement of trademarks, trade names, program titles, privacy rights, copyrights, and any other violations of third-party rights or applicable FCC regulations and laws. Conversely, Licensee agrees to indemnify and protect Programmer from any liabilities arising from the broadcast of Licensee's own programming on the Stations. This indemnity covers similar liabilities as mentioned above, including those related to indecency, libel, slander, illegal competition or trade practices, infringement of trademarks, trade names, program titles, privacy rights, copyrights, and any other infringements or violations of law. These indemnification obligations will continue to apply even after the termination of this Agreement.
13. **Assignment:** This Agreement cannot be assigned or subcontracted by either party without the explicit written consent of the other, except that the Licensee retains the right to assign this Agreement either to an entity predominantly or partially owned by the Licensee's principals or their immediate family, or to a trust or estate entity established for the benefit of their immediate family. The obligations, benefits, and conditions of this Agreement shall apply to and bind each party's successors and any approved assignees. No assignment made under this Agreement will release any party from their responsibilities and liabilities under this Agreement. This Agreement is not intended to, nor does it, grant any rights, expressed or implied, to any individuals or entities other than the parties involved in this Agreement and their respective successors and allowed assignees.
14. **Severability:** Should any court or governmental authority determine that a provision of this Agreement is invalid, illegal, or unenforceable under relevant laws, this Agreement will be modified to exclude such provision, as long as this does not materially undermine the benefits provided to either party. The removal of any such provision will not affect the validity, legality, and enforceability of the remaining provisions of this Agreement. Furthermore, the obligations of both parties under this Agreement are subject to compliance with FCC rules, regulations, policies, and all other applicable laws. The Licensee is permitted to file a copy of this Agreement with the FCC and is required to include a copy in the public inspection file of the Stations.
15. **Notices:** All notices required or permitted under this Agreement must be in written form. A notice will be considered effectively delivered on the date it is personally delivered, on the date of a confirmed facsimile transmission, on the date confirmed by a recognized

national overnight courier service, three days after it is sent via certified U.S. mail with prepaid postage and return receipt requested, or on the date of acknowledgment of an email. Notices should be sent to the following addresses (unless otherwise specified by a party through a written notice update):

If to Licensee, then to:

Michael Lee
Sorensen Pacific Broadcasting Inc. and
Sorensen Television Systems Inc.

And (by email)

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
amoskowitz@amoskowitzlaw.com

If to Programmer:

Robert Webb
DB Media, LLC
Saipan, CNMI, MP 96950

or to such other addresses as either Party may designate from time to time by written notice to the other Party.

16. Counterparts: This Agreement can be signed in multiple counterparts, by facsimile, pdf, or electronic signature, each of which, when combined, will represent a single Agreement.
17. Construction: The laws of the Commonwealth of the Northern Mariana Islands will govern the interpretation and enforcement of this Agreement.
18. Amendments, Waivers, and Consents: Any amendments to this Agreement, waivers of its provisions, or consents under this Agreement will only be valid and enforceable if they are documented in a written instrument and signed by the party whom enforcement is sought against.
19. Nature of Agreement: This Agreement should not be interpreted as creating a partnership, agency relationship, or joint venture between the parties. It does not grant either party the authority to act as an agent or representative of the other party.

20. Entire Agreement: This Agreement, along with its accompanying Schedule, represents the complete and exclusive understanding between the parties regarding its subject matter. It replaces and supersedes all prior agreements and understandings related to this subject.

21. Certifications by Parties: The Licensee hereby certifies that it retains ultimate control over the Stations, encompassing control over the Stations' finances, personnel, and programming. The Programmer certifies that this Agreement adheres to the regulations outlined in 47 C.F.R. Sections 73.3555(a) and (c).

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

LICENSEE:

SORENSEN PACIFIC BROADCASTING, INC.

By: 

Name: Jesse J. Leon Guerrero
Title: Director

LICENSEE:

SORENSEN TELEVISION SYSTEMS, INC.

By: 

Name: Jesse J. Leon Guerrero
Title: Director

PROGRAMMER:

DB MEDIA, LLC

By: 

Name: Robert Webb

Title: Member

EXHIBIT A

PROGRAMMER'S REIMBURSEMENT RESPONSIBILITIES

The Programmer will reimburse the Licensee for the following expenses:

1. Monthly Rent for the Studio
2. Monthly Power for the Studio
3. Monthly Water for the Studio
4. Monthly Internet for the Studio
5. Monthly Phone for the Studio
6. Monthly Rent for the Mount Tapochau Transmitter Site*
7. Monthly Power for the Mount Tapochau Transmitter Site*
8. The Programmer is also responsible for reimbursing all other expenses necessary for the operation of the stations

*It is important to note that any payments made by Good News Broadcasting Corporation for colocation and power at the KROU facility will be deducted from the monthly rent and power expenses for the Mount Tapochau Transmitter Site.