

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”) is made as of _____, 2022, between Amaturio Sonoma Media Group, LLC (“ASMG”) and Mr. Gordon Zlot, an individual residing in the State of California (“Consultant”).

Recitals:

A. ASMG and Redwood Empire Stereocasters (“Redwood”) are parties to that certain Asset Purchase Agreement dated May __, 2022 (the “APA”), whereby Redwood has agreed to sell the following radio stations to ASMG (the “Stations”):

KZST(FM), Santa Rosa, CA (FCC ID 55430)
KWVF(FM), Guerneville, CA (FCC ID 190436)
K256DA, Santa Rosa, CA (FCC ID 147418)
K273CU, Petaluma, CA (FCC ID 156231)

B. Pursuant to the APA, Zlot, as the owner of Redwood, has agreed to provide to ASMG engineering and other technical services related to the Stations as detailed in this Agreement.

C. Redwood and ASMG are parties to that certain Studio Lease dated as of the date hereof whereby ASMG leases studio space for the Stations (the “Studio Lease”).

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on the date hereof and will continue until the date ten (10) years thereafter.

2. Consulting Services. Subject to the terms and conditions of this Agreement, ASMG hereby engages Consultant as an independent contractor, and not as an employee, to provide the consulting services which are reasonably requested by ASMG with respect to the engineering and technical matters related to the Stations (the “Consulting Services”) and Consultant hereby accepts such engagement. Consultant shall be required to devote such amount of time and attention to the Consulting Services as is reasonably required to perform such Consulting Services. Consultant shall have no authority to bind or act on behalf of ASMG.

3. Fee. In exchange for the Consulting Services provided herein, ASMG shall pay Licensee the amount of [REDACTED] per year.

4. Control. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Consistent with FCC rules, ASMG shall control, supervise and direct the day-to day operation of the Stations, including ASMG's employees.

5. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination of this Agreement.

6. Indemnification. Each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any failure to comply with the terms of this Agreement. The obligations under this Section shall survive any termination of this Agreement.

7. Liability. In no event will either party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

8. Termination. If a party fails to perform its obligations under this Agreement in any material respect, and such failure continues for a period of thirty (30) business days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. If the Studio Lease expires or is otherwise terminated, either party may terminate this Agreement on written notice to the other party.

9. Assignment. ASMG may assign this Agreement subject to receiving prior written consent of the Consultant to such assignment, not to be unreasonably withheld. Consultant may not assign this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

10. Severability. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

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| if to Licensee, then to: | Redwood Empire Stereocasters 3392 Mendocino Avenue, PO Box 100 Santa Rosa, CA 95402 Attention: Gordon Zlot |
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| with a copy (which shall not constitute notice) to: | Womble Bond Dickinson 2001 K Street, NW, Suite 400 South Washington, DC 20006 Attention: Robert A. Silverman |
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| if to Amatore, then to: | Amatore Sonoma Media Group, LLC 1410 Neotomas Avenue, Suite 200 Santa Rosa, CA 95405 Attention: Lawrence Amatore |
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| with a copy (which shall not constitute notice) to: | Edinger Associates PLLC 1725 I Street, NW, Suite 300 Washington, D.C. 20006 Attention: Scott Woodworth |
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12. Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CONSULTING AGREEMENT

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

AMATURO: AMATURO SONOMA MEDIA GROUP, LLC

By: _____
Name: Lawrence Amaturro
Title: Managing Member

CONSULTANT: _____
Gordon Zlot, an individual