

## **JOINT SALES AGREEMENT**

THIS JOINT SALES AGREEMENT (this “Agreement”) is made as of \_\_\_\_\_, 2022 Redwood Empire Stereocasters, a California corporation (“Licensee”) and Amaturro Sonoma Media Group, LLC, a California limited liability company (“Amaturro”).

### **Recitals**

A. Licensee owns and operates the following radio broadcast station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KBBL(FM), Sebastopol, CA (FCC ID 31444)

B. The Station is located in the studio (the “Studio”) that was recently leased by Licensee to Amaturro pursuant to that certain Asset Purchase Agreement dated May \_\_\_\_, 2022 between the parties (the “Purchase Agreement”), and Licensee desires that Amaturro provide certain sales services and the use of certain facilities in a joint sales arrangement, as provided herein currently used by the Station on the terms set forth in this Agreement.

### **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. Joint Sales.

(a) During the Term, to the extent requested by Licensee, so long as the Station is using the Licensee Space (defined in Section 3 below) at the Studio, Amaturro shall sell up to fifteen percent (15%) of the advertising time per week on the Station at the times requested by Licensee.

(b) During any period of shared use of any traffic or other automated system under this Agreement, (i) Amaturro shall make all decisions regarding its own stations’ programming to be automated using such system, and shall otherwise control its own stations’ programming and be responsible for the use of such system with respect thereto, and (ii) Licensee shall make all decisions regarding the Station’s programming to be automated using such system, and shall otherwise control the Station’s programming and be responsible for the use of such system with respect thereto. The parties shall instruct their employees involved in the operation of any such system accordingly. Any use by Licensee of Amaturro’s traffic or other automated system shall be in compliance with Amaturro’s rights in such systems.

(c) Nothing in this Agreement shall confer upon Amaturio, its employees or agents, any right directly or indirectly to control, supervise or direct any aspect of the management or operation of Licensee's Station without the prior authorization and approval of Licensee, and such management and operation shall be and remain the sole responsibility of, and under the control and direction of Licensee.

3. Facilities. Licensee and Amaturio are parties to that certain Studio Lease dated as of the date hereof whereby Licensee leases studio space for the Station (the "Studio Lease"). During the Term, Amaturio shall provide Licensee access to and use of space (the "Licensee Space") as specified in the Studio Lease. When on Amaturio's premises, Licensee shall not act contrary to the terms of the Studio Lease, or interfere with the business and operation of the Amaturio stations or Amaturio's use of such premises. Licensee may use the Licensee Space only for the operation of the Station in the ordinary course of business and for no other purpose. Licensee shall comply with all laws applicable to its operations from the Studio. Licensee shall maintain sufficient insurance with respect to its operations during the Term. At the end of the Term (or upon any earlier termination of this Agreement), Licensee shall vacate the Studio, move all of its assets and employees from such site, surrender the Licensee Space in the condition existing on the date of this Agreement.

4. Net Time-Sales and Reimbursements. Amaturio shall be entitled to keep all net time-sales generated from the Station pursuant to Section 2(a)(ii) (after all sales commissions, rep commissions, and agency discounts are deducted). Amaturio agrees to reimburse the Licensee's music license fees, electricity and all programming costs to operate the Station.

5. 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, Licensee shall control, supervise and direct the day-to day operation of the Station, including the Station's finances, personnel and programming, and Amaturio shall control, supervise and direct the day-to day operation of its own stations, including Amaturio's finances, personnel and programming, and nothing in this Agreement affects any such respective responsibilities. The parties also expressly agree and certify that this Agreement complies with the limitations set forth in Section 73.3555(a) of the FCC's rules.

6. 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.

7. Authority. Amaturio and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with,

result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

8. 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. In addition, without limiting the foregoing, Licensee shall indemnify, defend and hold Amaturo harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from Licensee's use of the Studio. The obligations under this Section shall survive any termination of this Agreement.

9. 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.

10. 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.

11. Assignment. Either party may assign this Agreement subject to receiving prior written consent of the other party to such assignment, not to be unreasonably withheld. 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.

12. 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.

13. 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):

if to Licensee, then to:

Redwood Empire Stereocasters  
3392 Mendocino Avenue, PO Box 100  
Santa Rosa, CA 95402  
Attention: Gordon Zlot

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

if to Amaturro, then to:

Amaturro Sonoma Media Group, LLC  
1410 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
Attention: Lawrence Amaturro

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

15. 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 SALES AND SERVICES AGREEMENT

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

AMATURO: AMATURO SONOMA MEDIA GROUP, LLC

By: \_\_\_\_\_  
Name: Lawrence Amaturro  
Title: Managing Member

LICENSEE: REDWOOD EMPIRE STEREOCASTERS

By: \_\_\_\_\_  
Name: Gordon Zlot  
Title: President