

## CONSULTANTCY AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Migdalia Colon, an individual, ("Consultant") and Trignition Media, LLC ( "Trignition").

### RECITALS

WHEREAS, Trignition is in need of assistance following the assignment of the license of WCUM(AM), Bridgeport, Connecticut; and

WHEREAS, Consultant has agreed to perform consulting work for Trignition in providing broadcast consulting services and other related activities as directed by Trignition;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Company professional consulting services in the area of broadcast programming and sales ("Consulting services") as requested.

2. Consideration. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Company will pay Consultant at the rate of \$1,000.00 per month for 24 months commencing 30 days after the consummation of the assignment of license of Radio Station WCUM (AM) from Radio Cumbre Broadcasting, Inc. to Trignition.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Trignition and Consultant. Consultant is an independent contractor and not an employee of Trignition or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that Trignition will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of Trignition.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which Trignition or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to Trignition's sales and contracts, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

5. Term. This Agreement shall commence upon consummation of the assignment of license of WCUM(AM) and shall terminate 24 months later.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States, or international mail properly addressed to the appropriate party at the address set forth below:

Notices to Consultant: Migdalia Colon  
240 Fairfield Avenue, Suite 2A  
Bridgeport, CT 06605  
migdalia424@yahoo.com

Notices to Trignition: Trignition Media, LLC  
786 West Queen Street  
Southington, Connecticut 06489  
Attn: David Webster, President  
DWebster@vsimedia.com

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces

and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and Trignition and to its successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

7.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Connecticut. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Consultant : MIGDALIA COLON

By: \_\_\_\_\_

Name: Migdalia Colon

TRIGNITION MEDIA, LLC

By: \_\_\_\_\_

Name: David Webster

Title: President