

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "Agreement") is entered into this _ day of December, 2023 by and between Richard Chandler, an individual, ("Consultant") and Bennett Broadcasting Group, LLC, ("Bennett").

RECITALS

WHEREAS, Bennett is in need of assistance following the consummation of the assignment of the FCC licenses of WCXU (FM), Caribou ME (FCC Facility ID # 65497); WCXV (FM), Van Buren, ME (FCC Facility ID # 76041); WCXX (FM) , Manawaska, ME (FCC Facility ID # 65498); and FM Translator W276AY, Fort Kent, ME (FCC Facility ID 8555) from The CANXUS Broadcasting Corporation (“CANXUS”) to Bennett.

WHEREAS, Consultant has agreed to provide advertising sales services and other related activities as directed by Bennett;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant’s Services. Consultant shall be available and shall provide to the Company professional services in the area of local and regional advertising sales ("Consultant Services") as requested.
2. Consideration. In consideration for the services to be performed by Consultant under this Agreement, the Company will pay Consultant at a Commission rate of twenty percent (20%) upon collection of sales receivables for 24 months commencing after the consummation of the assignment of licenses from CANXUS to Bennett.
3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Bennett and Consultant. Consultant is an independent contractor and not an employee of Bennett 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 Bennett will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee of Bennett.

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 Bennett or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to Bennett'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 CANXUS' stations and shall terminate 24 months later. Bennett and Employee mutually agree that either Party may unilaterally terminate this Agreement after ninety (90) days.

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: Richard Chandler
152 East Green Ridge Road
Caribou, ME 04713
Email: aroosticat@aol.com

Notices to Bennett: Bennett Radio Group, LLC
243 Main St.
Norway, ME. 04268

Email: stanmbennett@gmail.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 Bennett 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 Maine. 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: RICHARD CHANDLER

By: _____

Name: Richard Chandler

BENNETT RADIO GROUP, LLC

By: _____

Name: Stan Bennett

Title: Member