

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the “Agreement”), dated as of _____ (the “Effective Date”)¹ is entered into by and between Jackson Radio Works, Inc., a Michigan corporation (the “Consultant”) and McKibbin Media Group, Inc., a Michigan corporation (the “Company”). Company and Consultant are referred to in this collectively as the “Parties.” Reference is made herein to that certain Asset Purchase Agreement, dated as of _____, 2019, by and between the Parties (the “Asset Purchase Agreement”).

RECITALS:

A. Company desires to engage Consultant to provide consulting services to Company and Consultant desires to enter into such engagement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. Consultant’s Services. During the Term, Consultant will provide the following services (“Services”):

- (a) During the first twelve (12) months of the Term, Consultant will:
 - (i) Calculate, two (2) times per week, Company’s booked business report and sales charts;
 - (ii) Maintain Company’s RAB Account Manager, to the extent Company continues to use said program;
 - (iii) Conduct one (1) sales training meeting per month for the benefit of Company employees;
 - (iv) Participate in the first sales/promotion meeting of each month with Company’s principals;
 - (v) Review and assist with sales packages prepared by Company, as necessary or requested by Company;
 - (vi) Review and assist with Company’s budgeting, as necessary or requested by Company;
 - (vii) Assist Company in management of its accounts payable, as necessary or requested by Company;

¹ NOTE: This will be the Closing Date.

(viii) Assist Company in preparing its quarterly financial statements and materials for Company's accountants, as necessary or requested by Company;

(ix) Provide training to Company's bookkeeper, as necessary or requested by Company;

(x) Assist Company with preparation of EEO reports, regular FCC filings and other legal and regulatory matters, as necessary or requested by Company; and

(xi) Be responsible for all regional and national sales accounts, the sales commissions for which will be payable to Consultant within fifteen (15) days of collection, at a rate of XXXXXXXXXXXX. Excluded are accounts that were already assigned to other account executives prior to Effective Date.

(b) During the first twenty-four (24) months of the Term, Company will designate Consultant's principal, Bruce Goldsen, as Company's authorized National Association of Broadcasters ("NAB") representative. Company agrees to continue paying its dues as an NAB member and indicate that Bruce Goldsen maintains an official role with Company as its consultant for as long as Bruce Goldsen remain on the NAB Radio Board, but no longer than June 30, 2021. Aside from Company's obligation to continue paying its dues as an NAB member, Company shall not be responsible for paying any costs or expenses associated with Bruce Goldsen's service as a member of NAB Radio Board, including but not limited to any expenses associated with travel or attendance of NAB Radio Board meetings.

(c) Beginning in the thirteenth (13th) month of the Term and continuing through the conclusion of the Term, Consultant will:

(i) Conduct sales training meetings for the benefit of Company employees, as requested by Company;

(ii) Participate in sales/promotion meetings with Company's principals, as requested by Company;

(iii) Review and assist with sales packages prepared by Company, requested by Company; and

(iv) Review and assist with Company's budgeting, as requested by Company.

2. Limitations. Consultant is expected to provide the Services to Company during normal business hours, at such locations as are reasonably requested by Company. While it may be necessary/beneficial for Consultant to visit Company's offices on occasion, it is the expectation of the Parties that Consultant will provide the Services, to the greatest extent possible, remotely. If Company requests Consultant travel to Company's offices, Company shall be responsible for Consultant's out-of-pocket costs and expenses incurred by Consultant in traveling to Company's offices. Company shall reimburse Consultant for any and all such out-of-pocket costs or expenses

within fifteen (15) days of the provision by Consultant of associated invoice(s). Company's obligation to reimburse Consultant for out-of-pocket costs associated with this Section 2 shall not exceed XXXXXXXXXXXXXXXX per visit.

3. Term and Termination.

(a) This Agreement will commence on the Effective Date and will continue for five (5) years (the "Term").

(b) Company may terminate this Agreement during the Term upon thirty (30) days' notice to Consultant, if Consultant fails to provide the Services and such failure causes, or is reasonably expected to cause, a material adverse effect on the financial condition of the Company as a whole; and provided, that, following receipt of such notice, no termination shall become effective until the expiration of a period during which Consultant shall have a reasonable opportunity to cure any defects identified by Company in its notice.

(c) Consultant may terminate this Agreement if Company fails to remit payment required in Section 5 of this Agreement within five (5) business days of the date on which such payment is due. Such termination pursuant to this Section 3(c) shall have no effect on the continuing obligation of Company to continue to pay: (i) all amounts owing to Consultant pursuant to that certain Promissory Note between the Parties, executed as of even date herewith ("Note"); and (ii) all amounts remaining to be paid during the Term of this Agreement, including but not limited to the full amount of the Consulting Fee (defined below), plus any reimbursable amounts owed to Consultant pursuant to the terms of this Agreement.

(d) Company may terminate this Agreement prior to the end of the Term, but only if the following items have been fully and completed paid and satisfied by Company: (i) all amounts owing to Consultant pursuant to the Note; and (ii) all amounts remaining to be paid during the Term of this Agreement, including but not limited to the full amount of the Consulting Fee (defined below), plus any reimbursable amounts owed to Consultant pursuant to the terms of this Agreement.

4. Relationship. Company will not provide any employment-related benefits to Consultant or any of Consultant's principals or employees. Company will not treat any of Consultant's principals or employees as Company's employees for federal tax purposes. Consultant shall be responsible for all taxes associated with consideration paid by Company for the Services and shall indemnify and hold Company harmless from all liability associated therewith.

5. Consulting Fees. As consideration for the Services to be provided by Consultant during the Term, Company shall pay Consultant a total of XXXXXXXXXXXXXXXX Dollars (the "Consulting Fee"). The Consulting Fee shall be paid in XXXXXXXX equal installments of XXXXXXXXXXXX Dollars, beginning fifteen (15) days after the Effective Date and continuing every ninety (90) days thereafter until the Consulting Fee is paid in full.

6. Governing Law; Jurisdiction; Venue. This Agreement and the rights of the

Parties hereto shall be governed, construed and interpreted in accordance with the internal laws of the State of Michigan, without giving effect to the choice of law principles thereof. Jurisdiction and venue for any action arising from or in relation to this Agreement or any provision hereof shall be exclusively in a federal or local court located in Jackson County, Michigan, and each Party hereby submits to the jurisdiction of and venue in any such court as the agreed exclusive jurisdiction and venue for any such action.

7. **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

8. **Waivers.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9. **Notices.** Any notices, consents, demands, requests, approvals and other communications to be given under this Agreement by either Party to the other shall be given as set forth in the Asset Purchase Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

11. **Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

12. **Delegation and Assignment.** Consultant agrees that the Services to be provided by Consultant shall be performed exclusively by Bruce Goldsen and/or Sue Goldsen. Consultant may not assign the duties associated with the Services to any other person or entity. This Agreement may not be assigned by Consultant or Company, without the prior written consent of the other party to this Agreement.

13. **Counterparts.** This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one and the same original signature page.

14. **Neutral Construction.** The language used in this Agreement will be deemed to be language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

15. Attorneys' Fees. If any action at law or equity is brought, whether in a judicial proceeding or arbitration, to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the other, which fees and expenses shall be in addition to any other relief, which may be awarded.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date and year first above written.

CONSULTANT:

JACKSON RADIO WORKS, INC.

By: _____
Bruce Goldsen, President

COMPANY:

MCKIBBIN RADIO GROUP, INC.

By: _____
Jamie McKibbin, President