

SALES CONSULTING AGREEMENT

THIS SALES CONSULTING AGREEMENT (this "*Agreement*") dated February 18, 2020, is between Rocky Mountain Radio Group, LLC, a Colorado limited liability company, (the "*Company*"), and Tom Dobrez ("*Consultant*").

RECITALS

A. Company has agreed to broker time from Cool Radio, LLC ("*Seller*") in a time brokerage agreement (the "*TBA*"), and to purchase in an asset purchase agreement (the "*APA*") substantially all the assets used in the operation of Station KNSO-FM, Snowmass Village, CO (FCC Facility ID No. 57337) (the "*Station*"), and a portion of the Purchase Price in such sale is the consideration to be delivered to Consultant pursuant to this Agreement.

B. Consultant is currently the President of Seller, has skill and experience in the commercial radio broadcast industry, and desires to apply such skill and experience to the sales operations of Station following the acquisition of the Station by the Company (the "*Services*").

C. The Company desires to obtain the benefit of Consultant's skill and experience, and Consultant desires to accept such position, for the term and upon the other conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the Company and Consultant agree as follows:

1. **Term and Termination.** The Company hereby engages Consultant to perform the Services for the Company, and Consultant hereby agrees to perform the Services for the Company, for a period commencing on the date of the closing of the sale of the assets of the Station to Company, and ending five years from that date (the "*Term*"). It is understood that if Company and Cool Radio, LLC do not close on the sale of the Station's assets to Company, then this Agreement does not take effect, and becomes null and void except for any Rep Fees (as defined below) that may be due and owing to Consultant. If Company subsequently sells the Station to a third party or otherwise terminates this Agreement for any reason, then the Consulting Fee (as defined below) for the full remaining term of this Agreement shall be due and payable to Consultant upon the closing of such sale of the Station to a third party or upon Company's termination of this Agreement. Consultant may terminate this Agreement unilaterally, by written notice to Company. Upon termination of this Agreement by Consultant, Company shall pay to Consultant any unpaid rep fees due to Consultant (30 days after Company receives payment on the Sales Order(s)) and the pro rata portion of the Consulting Fee for the then current year that remains unpaid at the time of such termination (to be paid to Consultant within 14 days of termination).

2. **Compensation and Expenses.** In exchange for the Services to be rendered by the Consultant to the Company pursuant to this Agreement, the Company shall pay Consultant the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (the "*Consulting Fee*") to be paid on a schedule of FIVE THOUSAND DOLLARS (\$5,000.00) per year with the first such

payment being due 14 days after one year has elapsed from the date of this Agreement, and subsequent payments being due on the same day of the following years. In addition, commencing on the Commencement Date under the TBA, Consultant shall endeavor, pursuant to Section 3 below, to bring to the Station sales orders for the sale of radio broadcast air time to third parties (each a "Sales Order"). Consultant shall receive a 15% rep fee (the "Rep Fee") calculated on the total amount of each such Sales Order without any deduction for any other rep fee, agency fee, salesperson commission, production fee or otherwise, such Rep Fee to be paid to Consultant 30 days after Company receives payment on the Sales Order. All Rep Fees paid shall be paid in addition to the Consulting Fee. If Consultant fails to bring in a Sales Order in any specific one-year time period, with the first year being an extended year starting on the first day of the Commencement Date under the TBA and ending one year from the Closing Date under the APA, and thereafter the subsequent year commencing on the date that is one year from the Closing Date under the APA and so on, then Consultant shall only receive a payment of \$2,500 for that year with the remaining \$2,500 payment for that year deferred until the following year or until the end of the five-year time period, whichever is earlier. Notwithstanding anything that may be interpreted in this Agreement to the contrary, at the conclusion of the five-year time period that is the Term under this Agreement, Consultant shall be paid in full the \$25,000.00 Consulting Fee from Company.

Consultant shall not be considered an employee of the Company and shall not be entitled to additional compensation of any kind, including, but not limited to health insurance or other benefits provided to employees of the Company. Other than as set forth above, the Company shall not be required to reimburse Consultant for any expenses that he may incur under this Agreement.

3. The Services. Consultant shall render the Services in whatever quantity and spending whatever time at Consultant's sole discretion Consultant shall determine to render the Services with Consultant's additional remuneration consisting of Rep Fees dependent upon his success in bringing in Sales Orders. Consultant is not obligated to spend any particular portion of his time in rendering the Services, is not expected to be on-call, to accept calls or visits, or to visit the Station, Company, its principals or its employees or to respond in any way to any communications or requests from Company unrelated to the provision of Sales Orders to the Company. Company shall inform Consultant from time to time as to its rates for air time at which rates, or at whatever other rate Consultant and Company agree, Consultant shall sell the broadcast station air time and unless Station is sold out (i.e. does not have the broadcast time avails upon which to run the air time sold by Consultant), or unless the content of such air time sold is not in accord with settled Company and Station policies, Company and Station shall accept and run such air time. Upon Consultant presenting a Sales Order for air time on the Station from a particular client, provided that such client has not been a client of Company in the past, Consultant shall be protected as to such client and when Consultant, Company or Station enters into any additional Sales Order, or renewal, extension or new Sales Order from such client, provided not more than one year has elapsed since such client was: (a) on the air at Station; or (b) presented in a Sales Order to Station by Consultant, whichever is later, Consultant shall be entitled to receive a Rep Fee for any such additional Sales Order, renewal, extension or new Sales Order from such client.

4. Assignability. Consultant may not assign his rights and obligations under this Agreement.

5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or the date of email transmission 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 Consultant:
Tom Dobrez
1135 Golfview Lane
Flossmoor, IL 60422

If to Company:
Gary Schwedt
Rocky Mountain Radio Group, LLC
275 Main Street Suite 201
Edwards, CO 81632

5. Independent Contractor. Consultant shall be an independent contractor and shall have no power or authority to bind the Company or to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the Company. The Company shall not have any liability whatsoever for withholding, collection or payment of income taxes or for taxes of any other nature on behalf of Consultant. It is specifically understood that the Company shall, with respect to the consulting services to be rendered by Consultant, not exercise such control over the Consultant as is contrary to its relationship with Consultant as an independent contractor. The Company will issue to Consultant an IRS Form 1099 reporting Consultant's compensation during the Term of this Agreement. Consultant agrees to pay all taxes and file all returns applicable to such compensation under this Agreement as a self-employed individual.

6. Review and Confidentiality. At any time during the term of this Agreement, Consultant, or his attorneys or advisors, may request a review of the books and records of Station with respect to the broadcast air time purchased by third parties and the rates paid by such third parties for such air time, for the purpose of assessing the performance and compliance of Company and Station with the terms of this Agreement. During such reviews, Consultant may become privy to information which the Company deems confidential. Accordingly, Consultant agrees that he shall not, during the term of this Agreement, or at any time thereafter, use for his own purposes, or disclose, to or for the benefit of any third party, any trade secret or other confidential information of the Company acquired in such a review or in the course of performing the Services hereunder (except as may be required by law or in the performance of his duties hereunder consistent with Company policies) and that Consultant will comply with any confidentiality obligations of the Company to a third party, whether under agreement or otherwise, or which Consultant is made aware. Notwithstanding the foregoing, confidential information shall be deemed not to include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Consultant or any other

person who directly or indirectly receives such information from Consultant or at his direction or (ii) is or becomes available to Consultant on a non-confidential basis from a source which is entitled to disclose it to Consultant. Notwithstanding the foregoing, it is understood that as the sole exceptions to this confidentiality provision, Consultant may permit his attorneys or tax advisors to review this Agreement and the information provided in the review of the books and records, in connection with the conduct of an audit or further review, the preparation of tax returns, or financial or tax planning.

7. Miscellaneous.

(a) **Governing Law; Choice of Forum; Attorneys' Fees.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to choice of laws principles. Each party submits to the jurisdiction of any court sitting in Pitkin County, Colorado in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party waives any defense of inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto. In the event of any dispute arising between Consultant and Company under this Agreement that results in a legal action, proceeding or lawsuit, the prevailing party in such action, proceeding or lawsuit shall be entitled to reasonable attorneys' fees as shall be determined by the court.

(b) **Entire Agreement; Amendment; Waiver.** This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be binding unless it is in writing signed by the parties hereto. The waiver by any party to this Agreement of a breach of any provision hereof by any other party shall not be construed as a waiver of any subsequent breach by any party.

(c) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, to the extent expressly provided herein, to their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Consultant may not assign his rights or delegate his obligations under this Agreement to any other person or entity without the express prior written consent of the Company.

(d) **Severability of Provisions.** If any provision or any portion of any provision of this Agreement, or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be thereby affected.

(e) **Captions.** The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

(f) **Counterparts; Electronic/Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Facsimile or electronic signatures shall be treated as originals.

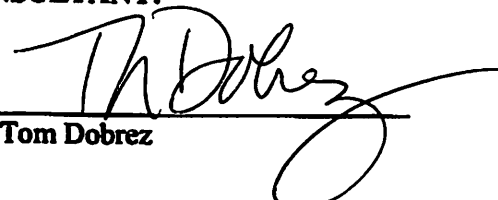
IN WITNESS WHEREOF, the Company and the Consultant have executed this Sales Consulting Agreement as of the day and year first above written.

COMPANY:

ROCKY MOUNTAIN RADIO GROUP, LLC

By 
Gary Schwedt, Member

CONSULTANT:

By 
Tom Dobrez