

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of November 30, 2023 between Beanpot License Corp., a Delaware corporation ("Licensee"), and Gois Broadcasting Boston LLC, a Massachusetts limited liability company ("Programmer").

Recitals

- A. Licensee owns and operates FM radio broadcast translator W243DC, Fac. ID 148707, Boston, Massachusetts (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC"); and
- B. Licensee desires to obtain programming for the Station and Programmer desires to provide programming for broadcast on 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 earlier of: (a) the date that either party hereto elects to terminate the Term or (b) the consummation of the assignment of licenses of the Station, from Licensee to Programmer, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station for programming that Programmer produces, owns or licenses (the "Programs") twenty-four (24) hours per day, seven (7) days per week. During the Term, Programmer will transmit the Programs to the Station's transmitting facilities, pursuant to Section 74.1231(b) of the FCC's rules, and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 4 below.

3. Payments and revenue. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received. In return, Programmer will receive one hundred percent (100%) of all revenues collected from advertising or fees sold by Programmer for programming broadcast on the Station. One Hundred percent (100%) of all revenues and fees collected for advertising previously sold by Licensee and collected by Programmer shall be held for the benefit of the Licensee and delivered to it on a timely basis.

4. Control.

(a) Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the permittee or licensee of the Station, it shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term and shall retain control over the policies, programming and operations of the Station. Licensee shall bear the responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, "Communications Laws") and all other applicable laws, including Licensee oversight of the operations of the Station, which shall be the responsibility of the President of Licensee. Nothing contained herein shall prevent Licensee from: (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. All programming to be retransmitted by Programmer will be in accordance with the FCC rules and regulations regarding the operation of FM translator stations. The AM radio station that Programmer requests that Licensee retransmit shall comply with the requirements of a fill-in radio station as provided for in Sections 74.1201(j) and 74.1231 of the FCC's rules.

(b) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station.

5. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) During the Term, Programmer will maintain and will be solely responsible for music licenses with respect to the Station and the Programs. Programmer will also maintain sufficient broadcasters (Errors and Omissions) liability insurance regarding programming and broadcast content.

(c) Programmer shall not discriminate in advertising arrangements on the basis of race or ethnicity and all agreements for the sale of advertising shall include the following clause: "[Call Sign of Station] does not discriminate in the sale of advertising time and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void." Programmer shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policy and shall exercise due diligence to ensure that all third-party advertising arrangements contain a non-discrimination clause in compliance with the Communications Laws.

(d) Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the programming. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended.

6. Expenses. Licensee will pay for its employees, maintenance of all transmission equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its transmitter site. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

7. Call Sign. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station and will ensure that proper Station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. During the term hereof and any renewal, Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

8. Maintenance. During the Term, Licensee shall endeavor to maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's transmission equipment consistent with good engineering practice.

9. Facilities. If requested by Programmer, during the Term, subject to any necessary landlord consent, Licensee shall provide Programmer access to and the use of space at One Financial Center for the purpose of providing the Programs and performing its other obligations under this Agreement. When on Licensee's premises or those of the transmitter site's owner, Programmer shall not act contrary to the terms of any lease or existing rules for such premises.

10. Representations. Programmer 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.

11. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. This provision shall not apply in the event of a failure by Programmer to make a timely payment due under the terms of this Agreement.

12. Indemnification. Programmer shall indemnify, advance and hold Licensee harmless against any and all liability or losses or expenses arising from the broadcast of the Programs on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, music license fees, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

13. Assignment. Neither party may assign or sublicense this Agreement without the prior written consent of the other party hereto provided, however that Licensee may assign this Agreement to an entity which is owned wholly or partially by the principals of Licensee or their immediate family, or to a trust or other estate instrument for the benefit of the immediate family

members. 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.

14. Severability. If any court or governmental authority holds any provision in 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. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station' public inspection file.

15. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee, then to:

Jacob Silberberg
Beanpot License Corp.
288 South River Road, Building B
Bedford, NH 03110

With a copy to:

Barry A. Friedman, Esq.
Thompson Hine LLP
Suite 700
1919 M Street, N.W.
Washington, D.C. 20036

If to Programmer:

Ivon Gois
Gois Broadcasting Boston, LLC
122 Green Street, Suite 2L
Worcester, MA 01604
igois@goisbroadcasting.com

with a copy to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
amoskowitz@amoskowitzlaw.com

or to such other addresses as either Party may designate from time to time by written notice to the other Party.

16. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. 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 Commonwealth of Massachusetts without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) 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.

17. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

18. Programmer certifies to License all of following:

(a) Programmer has been informed by Licensee of the FCC's rules governing foreign government-provided programming set forth in 47 C.F.R. 73.1212(j) and 73.7326(e)(19), which were adopted in the FCC's Report and Order in MB Docket No. 20-299.

(b) Programmer does not fall into any of the categories that qualify Programmer as a "foreign governmental entity" as defined in 47 C.F.R. 73.1212(j).

(c) Programmer does not know of anyone involved, or to be involved, in the production or distribution of the Programs that will be aired pursuant to this Agreement that qualifies as a "foreign governmental entity," as defined in 47 C.F.R. 73.1212(j), and has provided some type of inducement to retransmit the Programmer's programming by the Station.

(d) Programmer shall inform Licensee immediately of any changes in these certifications.

(e) Programmer's programming to be retransmitted by the Station shall not contain any material provided, directly or indirectly, by a "foreign governmental entity." In the event that the Content does contain material provided by a "foreign governmental entity" as defined by 47 C.F.R. 73.1212(j), Programmer will ensure that, at the time of retransmission, the material shall include the on-air disclosure required by 47 C.F.R. 73.1212(j), and will, by no later than five days after the end of each calendar quarter and more frequently if requested by Licensee, provide Licensee the documentation required by 47 C.F.R. 73.1212(j)(6) and 73.7326(e)(19), in a form to be provided by Licensee, in such form as Licensee may direct.

(f) Prior to the commencement of the retransmission of Programmer's programming on the Station and throughout the Term as requested by Licensee, Programmer will complete certifications of compliance with the FCC's rules governing foreign government-provided programming, substantially in such alternative form as Licensee may direct.

(g) The retransmission of any programming provided or sponsored by a "foreign governmental entity" as defined in 47 C.F.R. 73.1212(j) is prohibited unless approved in advance by the Licensee and accompanied by the announcement required by 47 C.F.R. 73.1212(j), and unless Programmer timely provides Licensee the documentation required by 47 C.F.R. 73.1212(j)(6) and 73.7326(e)(19).

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

LICENSEE:

BEANPOT LICENSE CORP.

BY: 

NAME: JACOB SILBERBERG

TITLE: VICE PRESIDENT

PROGRAMMER:

GOIS BROADCASTING BOSTON, LLC

BY: 

NAME: IVON GOIS

TITLE: MEMBER

EXHIBIT A

The Programmer is responsible for reimbursing the Licensee for the following expenses during the pendency of this Agreement:

ALL CURRENT MONTHLY EXPENSES AND MAINTENANCE AND REPAIRS to be paid within ten days of receipt of an Invoice from Licensee