

FM TRANSLATOR REBROADCAST AGREEMENT

THIS FM TRANSLATOR REBROADCAST AGREEMENT (this “*Agreement*”) is made and entered into retroactive to November 28, 2023 (the “*Effective Date*”) by and between Beanpot License Corp, a Delaware corporation (“*Licensee*”) and Gois Broadcasting Boston LLC, a Massachusetts limited liability company (“*Gois*”). Licensee and Gois are sometimes collectively referred to in this Agreement as “the Parties.”

RECITALS

WHEREAS, Licensee owns and is the licensee of FM radio broadcast translator W243DC, Fac. ID 148707, Boston, Massachusetts (the “*Translator*”) pursuant to certain authorizations issued by the Federal Communications Commission (the “*FCC*”); and

WHEREAS, Licensee and Gois entered into an Asset Purchase Agreement, dated November 17, 2023 (the “*Purchase Agreement*”), providing for the sale and purchase of the Translator’s assets. The Parties also seek to cause the rebroadcast of Gois’s commercial AM station WAMG, Dedham, MA (Fac. Id. 6475) (“*WAMG*”) by the Translator, pending action by the FCC on the Parties’ assignment of license application, under consideration by the FCC in LMS No. 0000227249 (the “*Assignment*”).

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:

AGREEMENT

1. **Term**. The term of this Agreement (the “*Term*”) will begin on the Effective Date 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 Gois, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. **Rebroadcast**. During the Term, Licensee hereby agrees to rebroadcast, pursuant to Section 74.1231(b) of the Commission’s Rules, WAMG as the Translator primary station pursuant to the terms and conditions of this Agreement. Licensee has filed, in the FCC’s LMS filing system, a primary station change notification for the Translator.

3. **Consideration**. During the Term, as consideration for the rebroadcast of WAMG as the Translator primary station, Gois shall be responsible for reimbursing the Licensee for: (i) all current monthly expenses and maintenance and repairs, and (ii) the legal and other expenses incurred by Licensee for the negotiation and execution of this Agreement and such other expenses related to the FCC’s consideration of this Agreement not, in any event, to exceed Three Thousand Dollars (\$3,000.00); and the compliance of this Agreement and the TBA (as

hereinafter defined) with the FCC's rules and regulations, all to be paid within ten (10) days of Gois's receipt of an Invoice from Licensee.

4. Translator Operation. Licensee shall operate the Translator in full compliance with the FCC License therefor, and the rules and regulations of the FCC. As long as Gois is in full compliance with this Agreement, Licensee shall not intentionally reduce the Translator's power or cause the Translator to cease operations unless: (i) required under the FCC's rules, published policies, or instruction from staff, or (ii) necessary for routine maintenance of the Translator or for other facilities at the Translator's transmitter site. Licensee shall be responsible for and timely remit all Translator utilities, rent and maintenance costs. Each party shall pay its own taxes, if any, which may be assessed on such party's respective income or personal property or otherwise, Each party shall be responsible for its own legal, engineering and other consulting fees incurred in connection with this Agreement, except that Gois shall reimburse Licensee for any filing fee associated with the primary station change filing. Gois 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.

5. Termination. In addition to any other termination or expiration provisions herein, this Agreement shall terminate automatically in the event that: (i) a party breaches in any material respect any of its representations or warranties, or defaults in any material respect in the performance of any of its covenants or agreements contained herein, and such breach or default is not cured within fifteen (15) days ("*Cure Period*") after the defaulting party receives notice of such breach or default from the non-defaulting party, (ii) the Translator is displaced by a full power radio station or causes impermissible interference to another broadcast station and another channel cannot be substituted at the same power, unless Gois concurs, in its sole discretion, to any remedial reduction in power or directionalization, or (iii) the Purchase Agreement is terminated.

6. Programming. All rights in and to the programming delivered hereunder, including, but not limited to, WAMG's programming, copyright, trademarks, service marks and all other proprietary rights not specifically granted to Licensee, are reserved to Gois for its exclusive use. At no time during the Term shall the Translator rebroadcast any signal other than the WAMG signal, or originate programming of any kind or of any duration unless otherwise permitted by the FCC's Rules.

7. FCC Qualifications; Covenants. Licensee represents and warrants, and covenants to Gois that it is qualified to be an FCC licensee of the Translator and to hold the Translator FCC License. Gois represents and warrants, and covenants to Licensee, that WAMG meets the requirements under the FCC's rules to be the Translator primary station. Licensee reserves the right to refuse to broadcast any material containing matter which violates any right of any third party, or which does not meet the requirements of the rules, regulations, and policies of the FCC. Gois shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Part 11 of the FCC's Rules, and to facilitate the filing of any and all required reports.

8. Indemnification.

8.1 Gois shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the WAMG program feed on the Translator, 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.

8.2 Licensee shall indemnify and hold Gois harmless against any and all liability arising from the broadcast of Licensee's programming on the Translator, 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.

8.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (y) the indemnifying party pays all amounts in full and (z) such judgment,

settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

(d) The obligations under this Section shall survive any termination of this Agreement.

9. Assignment. Neither party may assign 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.

10. 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 Communications Act, the FCC Rules, and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC.

11. TBA. Pursuant to Section 1 of the TBA, the parties mutually consent to terminate the TBA retroactive to November 28, 2023.

12. 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
jacobsilberberg@yahoo.com

if to Gois:

Ivon Gois
Gois Broadcasting Boston, LLC
122 Green Street, Suite 2L
Worcester, MA 01604

13. 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, modification 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 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.

14. FCC Certifications.

14.1 *By Gois.*

(a) *Foreign Sponsorship.* Gois certifies its compliance with the FCC's Foreign Sponsorship Identification Rules as applicable to the Translator, and certifies that: (i) none of the WAMG broadcast feed provided by Gois has been supplied by a foreign governmental entity; and (ii) no entities or persons involved in the production or distribution of the WAMG program feed qualifies as a foreign governmental entity and has provided money or other valuable consideration in exchange for the airing thereof.

(b) *Advertising Nondiscrimination.* In accordance with Paragraphs 49 and 50 of the FCC's Report and Order No. FCC 07-217, Gois shall not discriminate in any contract for advertising on the Translator based on race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO FM TRANSLATOR REBROADCAST AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

LICENSEE:

BEANPOT LICENSE CORP.



Name: Jacob Silberberg
Title: Vice President

GOIS:

GOIS BROADCASTING BOSTON, LLC

Name: Ivon Gois
Title: Member