

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this “Agreement”) is made as of June 7, 2021 between Marshfield Broadcasting Company, Inc., a Massachusetts Corporation (“Licensee”) and L&J Media, LLC, a Massachusetts limited liability company (“Programmer”).

Recitals

A. Licensee owns and operates the following radio station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

WMEX-AM, Facility ID 12789, Quincy, Massachusetts &
FM Translator Construction Permit W266DQ, Facility ID 202403, Waymouth, Massachusetts.

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 June 7, 2021 and will continue until December 31, 2021, 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 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 for programming broadcast on WMEX only. Revenue from any advertising sold by Programmer and simulcast on WMEX, WATD and WBMS will be divided forty percent (40%) to Programmer, forty percent (40%) to Licensee and twenty percent (20%) in commissions to the appropriate salesperson. Advertising sold by Programmer to be broadcast on only WATD and/or WBMS will generate a twenty percent (20%) commission to the appropriate salesperson and a ten percent (10%) credit

to Programmer that will be credited against any reimbursable expenses outstanding to the Licensee.

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. .

(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 and Licensee shall include such letters in the Station's public inspection file as appropriate.

(c) Licensee may elect at any time, in its sole discretion and at its expense, to relocate the transmitter and antenna for the station and/or its FM translator to a different site upon at least thirty (30) calendar days notice to Programmer. Should Programmer decide that the new site is not consistent with its programming goals, it may terminate this Agreement upon 30 days written notice.

(d) Programmer will be permitted to select and utilize Licensee's staff, including vendors, contractors and/or employees, to produce programming for WMEX. However, the resultant costs will be paid by Licensee and reimbursed by Programmer.

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. Programmer will assist Licensee in the preparation of the Station's Quarterly Issues/Programs

Reports by providing public affairs programming information to the licensee by the first day of every quarter.

(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. Subject to Section 4, Licensee will pay for its employees contemplated by Section 4, maintenance of all studio and transmitter 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 main studio and transmitter sites. Subject to Section 4, 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 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 towers and transmitter sites and 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 Licensee's studio and transmitter sites 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.

12. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability 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's 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:	Marshfield Broadcasting Co., Inc
	130 Enterprise Drive
	Marshfield, MA 02050
	Attention: Edward F. Perry, Jr.
	Telephone Contact: 781 837-1166

If to Programmer: L&J Media, LLC–
40 Winslow Road
Duxbury, MA 02332
Attention: Anthony LaGreca
Telephone Contact: 781-799-0837

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).

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

LICENSEE:

MARSHFIELD BROADCASTING COMPANY, INC.

By: _____

Name: Edward Perry

Title: President

PROGRAMMER:

L&J Media, LLC

By: _____

Name: Anthony LaGreca

Title: Member

EXHIBIT A

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

1. Transmitter site rent not to exceed \$3,000 per month
2. Power at the WMEX Transmitter site and studio
3. WMEX website expenses
4. Telephone and internet fees for listener lines, audio feeds, etc.
5. Monthly technical maintenance costs for WMEX studio, transmitter and website
6. ME-FM monthly fee
7. Fifty percent (50%) of legal fees for the preparation of this Agreement
8. Should Programmer select Monty Nicely and/or Sandii Rolloch to prepare program logs/billing, etc., Programmer will be responsible for thirty three percent (33%) of the Nicely/Rolloch monthly bill to Licensee.
9. Any WATD employee expenses related to advertising and/or programming to be aired only on WMEX.