

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (“Agreement”) is dated as of December 22, 2023, between Gois Broadcasting Boston LLC, a Massachusetts limited liability company, (“Licensee”), licensee of FM radio broadcast translator W235CS, Fac. ID 138346, Dedham, Massachusetts (the “Translator”), and Blount Masscom, Inc., a Massachusetts corporation (“Programmer”). Licensee and Programmer are sometimes collectively referred to in this Agreement as “the Parties.”

Recitals

WHEREAS, Licensee is the owner of the Translator, and has entered with Programmer into that certain Asset Purchase and Sale Agreement of even date herewith for the Translator assets (“APA”), the closing of which must first be approved by the FCC; and

WHEREAS, Licensee and Programmer wish to enter into this Agreement pursuant to which Licensee will make programming time available on the Translator to Programmer during the term.

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. Subject to Seller’s filing of the primary station change pursuant to APA Section 3, the term of this Agreement (the “Term”) will begin on the date hereof and will continue until the earlier of: (a) the date the parties mutually agree to terminate the Agreement or (b) the consummation of the assignment of licenses of the Translator, 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 Translator for programming that Programmer produces, owns or licenses (the “Programs”) up to twenty-four (24) hours per day, seven (7) days per week. During the Term, Programmer will transmit the Programs to the Translator’s transmitting facilities and Licensee shall broadcast the Programs on the Translator.

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 (or as directed by Licensee) Three Thousand Dollars (\$3,000.00) per month, by check or wire transfer, due on the first business day of every month (the “Monthly Fee”).

4. Control.

(a) Notwithstanding anything to the contrary in this Agreement, the Licensee shall have full authority, power and control over the operation of the Translator and over all persons working at the Translator during the term hereof, shall retain control over the policies, programming and operations of the Translator and shall supervise the operation of the Translator. In this regard, Licensee acknowledges that Programmer is familiar with the format of

Programmer's Programs, and that Licensee has agreed to said format. The Licensee shall bear the responsibility for the Translator'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 oversight of the operation of the Translator. Nothing contained herein shall prevent the Licensee from (a) rejecting or refusing Programs which it believes to be contrary to the public interest, or (b) substituting programs which it 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 Emergency Alert Systems 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 Translator.

5. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies, including providing programming that is responsive to the needs and interests of the local community. 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 and any other intellectual property licenses with respect to the Translator and the Programs. Programmer will also maintain sufficient broadcaster's (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: "WILD 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 Licensor 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 Translator, 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. Programmer shall be responsible for all costs, expenses, and salaries relating to its operations and programming, including Programs and program content. Licensee shall be responsible for the costs to maintain the Translator's broadcast operations in accordance with FCC rules and policies and applicable law.

7. Call Sign. During the term hereof, Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify the Translator's call signs, 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 signs in its Programs and in any promotional material in any media used in connection with the Programs.

8. 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.

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. 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, **with the exception of non-payment or delayed payment**, 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. With respect to payment obligations, failure to timely make payment as required shall constitute a material default without any further notice being served by Licensee. However, Programmer shall have a five (5) day grace period to cure this default by providing payment as required under this Agreement. If Programmer fails to remit payment within the five (5) day grace period, it shall be deemed in material breach of contract and said default shall no longer be curable, at which point Licensee may, in its absolute discretion and without any liability to Programmer, terminate this Agreement by providing Programmer with written notice of termination. Further, if there is a pattern of delinquency with making of payments, which is defined as three (3) or more untimely payments without regard to the five (5) day grace period stated above and occurring during any one calendar year, Programmer shall be deemed to be in material breach of contract and Licensee may, in its absolute discretion and without any liability to Programmer, terminate this Agreement by providing Programmer with written notice of termination. With respect to any other Event of Default that does not relate to the payment obligations, 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.

11. Omitted.

12. Indemnification. Programmer shall defend, indemnify and hold Licensee harmless, against any and all liability, suits, proceedings, costs, legal fees, and losses arising out of or relating to: Programmer's breach of this Agreement; the broadcast of the Programs on the Translator, 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.

13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. 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 WAMG 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: Ivon Gois
Gois Broadcasting Boston, LLC
122 Green Street, Suite 2L
Worcester, MA 01604
igois@goisbroadcasting.com

with a copy (which shall not constitute notice) to:

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

If to Programmer: William Blount
Blount Masscom, Inc.
8 Lawrence Road
Derry, NH. 03038
wblount1590@cs.com

with a copy (which shall not constitute notice) to:

Joseph C. Chautin III
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
jchautin@hardycarey.com

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.

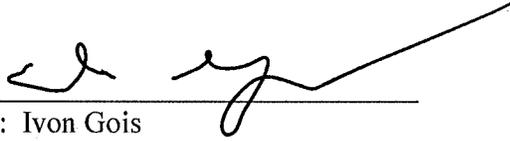
17. Waiver of Compliance; Consents. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

Remainder of page intentionally left blank; next page is signature page.

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

LICENSEE:

GOIS BROADCASTING BOSTON LLC

By: 

Name: Ivon Gois

Title: Member

PROGRAMMER:

BLOUNT MASSCOM, INC

By: _____

Name: William Blount

Title: President

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

LICENSEE:

GOIS BROADCASTING BOSTON LLC

By: _____

Name: Ivon Gois

Title: Member

PROGRAMMER:

BLOUNT MASSCOM, INC

By: _____

Name: William Blount

Title: President