

THIS AGREEMENT SHALL ONLY BE EFFECTIVE ONCE EXECUTED BY ALL OF THE PARTIES HERETO AND NO OBLIGATION SHALL ARISE, IN LAW OR IN EQUITY, WITH RESPECT TO ANY PERSON PRIOR TO SUCH TIME

BEANPOT LICENSE CORP.
288 South River Road, Building B
Bedford, NH 03110

November 17, 2023

Gois Broadcasting Boston LLC
122 Green Street, Suite 2L
Worcester, MA 01604
Attention: Ivon Gois and Paul Gois

Re: Station W243DC Asset Purchase Agreement

Dear Ivon and Paul:

This Asset Purchase Agreement (the “**APA**” or “**Agreement**”), entered into as of November 17, 2023, memorializes our mutual agreement regarding the terms and conditions of the sale by Beanpot License Corp., a Delaware corporation (“**Seller**”), of certain assets of FM radio broadcast translator W243DC, licensed to Seller (the “**Translator**”), to Gois Broadcasting Boston LLC, a Massachusetts limited liability company (“**Buyer**”). Seller and Buyer are sometimes collectively referred to in this Agreement as “the Parties.”

1. Assets. Subject to the terms and conditions hereof, upon the Closing (as defined herein) Seller agrees to sell, convey, deliver and assign, and Buyer agrees to acquire, assume, or purchase only the following specifically identified assets used solely and exclusively in the business and operation of the Translator, free and clear from all liens and encumbrances (collectively, the “**Purchased Assets**”):

(a) Tangible Personal Property. The tangible personal property used solely and exclusively in connected with the operation of the Translator that are listed in the attached **Schedule A**;

(b) FCC License. The license(s) which has or have been issued by the Federal Communications Commission (the “**FCC**”) to Seller for the operation of the Stations as set forth on **Schedule B** (the “**FCC License**”); and

(c) Tower Lease. The Seller’s interest in that certain License Agreement, by and between the Seller and Dewey Square Tower Associates, LLC (the “**Tower Lease**”), made and effective as of May 30, 2023, as set forth on **Schedule C**.

2. Purchase Price. The consideration payable by Buyer to Seller for the Purchased Assets shall be as set forth on **Schedule D** (the “**Purchase Price**”). The payment of the Purchase Price to Seller shall be payable in accordance with **Schedule D**. The Parties acknowledge that the Purchase Price includes a deposit delivered to Seller in connection with the execution of this Agreement in an amount set forth on **Schedule D** (the “**Deposit**”) which shall, at Closing, be

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credited against the Purchase Price. At Closing, the Parties shall allocate prepaid items and expenses on the basis that Seller shall be responsible for expenses to and including Closing and Buyer shall be responsible for such expenses following Closing.

3. Regulatory Approvals. Within ten (10) business days following the date of the receipt of a financing commitment from the Bank or from the Seller, Seller and Buyer shall file an application with the FCC requesting consent to the assignment of the FCC License for the Stations, from Seller to Buyer (the “**FCC Application**”). Seller and Buyer shall diligently take or fully cooperate in the taking of all reasonable steps to secure such FCC consent, and promptly provide any additional information reasonably requested, by the other Party or the FCC, in order to obtain the FCC’s consent to the FCC Application.

4. Closing and Closing Date.

The closing of the purchase, sale and assignment of the Purchased Assets (the “**Closing**”) shall occur within seven (7) business days after the FCC’s granting of consent to the assignment of the FCC License, from Seller to Buyer, and shall be on a date (within the period provided for by this Section 4) and at a location mutually agreed to by the Parties (the date of the Closing referred to herein as the “**Closing Date**”).

5. Representations of Buyer.

Buyer represents and warrants that it is a validly formed limited liability company in good standing, that it has all necessary limited liability company authority to enter into this Agreement and to consummate the transactions contemplated hereby, and that the transactions contemplated hereby will not leave the Buyer undercapitalized or unable to pay its debts as they become due. Buyer represents and warrants that it is thoroughly familiar with the physical condition and business of the Translator and that it has waived the opportunity to review further the Translator’s facilities and any related contracts and leases. Buyer further acknowledges that the Purchased Assets are being sold, and Buyer is purchasing the Purchased Assets, in an “**as-is where-is**” condition, with no representations or warranties other than those set forth herein, explicit or otherwise, and there are no express or implied warranties of Seller or Seller’s affiliates or personnel to Buyer. Buyer is relying exclusively on the representations set forth in this Agreement. Buyer further represents and warrants that it is qualified to be an FCC licensee of and entitled to receive the FCC’s consent to be the licensee of the Stations. Buyer acknowledges that it is a sophisticated investor capable of assessing and assuming investment risks with respect to the Purchased Assets.

6. Representations of Seller.

Seller represents and warrants the following on the date hereof which representations shall continue to be true as of the Closing Date:

- (a) Seller is a validly formed corporation in good standing; and

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(b) Seller has all necessary corporate authority to enter into this Agreement and to consummate the transactions contemplated hereby.

7. Termination.

7.1 This Agreement may be terminated at any time prior to the Closing by:

(a) (i) the mutual consent of Seller and Buyer, or (ii) by Buyer or Seller, by written notice of termination delivered to the other party, if the FCC shall not have consented to the FCC Application on or prior to the date that is twelve (12) months after the date of this Agreement; or

(b) the other party is in material breach of this Agreement and has failed to cure such default within twenty-one (21) days.

The failure to pay any consideration due by Buyer to Seller shall not be subject to this cure provision.

7.2 Effect of Termination

(a) If this Agreement is terminated in accordance with Sections 7.1(a) no party to this Agreement shall have any liability to any other Party to this Agreement, except as they may otherwise agree to, and this Agreement in its entirety shall be deemed null, void and of no further force or effect, and the Parties hereto shall be released from all future obligations hereunder with respect to the Translator; provided, however, that Seller shall return the entire deposit to the Buyer.

(b) If this Agreement is terminated in accordance with Sections 7.1(b) no party to this Agreement shall have any liability to any other Party to this Agreement, except as they may otherwise agree to, and this Agreement in its entirety shall be deemed null, void and of no further force or effect, and the Parties hereto shall be released from all future obligations hereunder with respect to the Translator; provided, however, that Seller shall retain the entire deposit as liquidated damages.

8. Transaction Expenses. Each Party shall be solely responsible for the payment of all costs and expenses of its attorneys, accountants, engineers, and other professional advisers incurred in connection with the negotiations of this Agreement and the transactions contemplated hereby. Seller and Buyer shall share equally any FCC application processing fees incurred in connection with the assignment of the FCC Licenses from Seller to Buyer. Buyer and Seller represent that the only brokerage fees due in connection with the transactions contemplated hereby is the fee set forth on **Schedule E** (the “**Brokerage Commission**”). Such fees are payable by the Seller if, and only if, the Closing occurs.

9. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of New Hampshire, excluding the choice of law rules

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thereof; and each of the Parties agrees and consents to the exclusive jurisdiction of the state courts of New Hampshire or the United States District Court for the District of New Hampshire.

10. *Further Assurances.* Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments and obtain such further consents (including governmental approvals), as may be necessary or reasonably requested in connection with the consummation of the transactions contemplated hereby.

11. *Severability.* Should any portion, term or provision of this Agreement be declared or determined by any court or regulatory agency, including the FCC, to be illegal, invalid or unenforceable, the validity of the remaining portions, terms and provisions shall not be affected thereby, and the illegal, invalid or unenforceable portion, term or provision shall be deemed not to be a part of this Agreement.

12. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or by email, provided that a copy is deposited for overnight deliver the same day, addressed as set forth below, and each of the Parties consents to the service of process at the following address:

If to Buyer:

Gois Broadcasting Boston LLC
122 Green Street, Suite 2L
Worcester, MA 01604
Attention: Ivon Gois and Paul Gois

If to Seller:

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

or such other address as the addressee may indicate by written notice.

13. *Miscellaneous.* This Agreement may be executed in separate counterparts and by facsimile or scanned copies, or by electronic signature through DocuSign or similar means, none of which needs contain the signatures of all Parties, each of which shall be deemed to be an original and all of which taken together constitute one and the same instrument. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

If the foregoing is in accordance with our mutual understanding and agreement, please so indicate by signing a copy of this Agreement in the place indicated and returning it to me.

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Sincerely yours,

BEANPOT LICENSE CORP.

By: 

Name: Jacob Silberberg

Title: Vice President

Accepted and agreed to as of the date first written above.

GOIS BROADCASTING BOSTON LLC

By: 

Name: Ivon Gois

Title: Manager, duly authorized

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Schedule B
FCC Licenses

[See attached.]

Federal Communications Commission

FM TRANSLATOR STATION LICENSE

Permittee

BEANPOT LICENSE
CORP.
288 SOUTH RIVER ROAD
BEDFORD, NH, 03110

Call Sign	Facility ID
W243DC	148707

File Number 0000219889	This License Covers Construction Permit No. 0000210153	
Filing Date 08/25/2023	Grant Date 08/30/2023	Expiration Date 04/01/2030

Community of License City: BOSTON State: MA	Frequency (MHz) 96.5	Station Channel 243	Station Class D
Primary Station WXRV ANDOVER MA		Via Internet	
Hours of Operation: Unlimited			

Transmitter Certified for compliance per 74.1250 or verified for compliance per 73.1660 of the Commission's Rules.	Transmitter Output Power 0.293 kW
Antenna Type Directional	Antenna Coordinates (NAD 83) Latitude 42-21-8.1 N Longitude 71-3-22.6 W
Antenna Description SWR,FM1,1.0	
Major Lobe Directions 110	

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective Radiated Power in the Horizontal Plane (kW)	0.099	0.099
Height of Radiation Center Above Ground (meters)	188	188
Height of Radiation Center Above Mean Sea Level (meters)	192.9	192.9
Height of Radiation Center Above Average Terrain (meters)		

Antenna Structure Registration Number 1004488	Overall Height of Antenna Structure Above Ground (meters) See the registration for this antenna structure.
Obstruction Marking and Lighting Specifications for Antenna Structure See the registration for this antenna structure.	
Special Operating Conditions or Restrictions <p>The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.</p> <ul style="list-style-type: none"> Grant of this license application is conditioned upon the continuous operation of the licensed facility for the twelve-month period following grant, including specifically: (a) operation of the station in accordance with the station's FCC authorization with (i) an antenna mounted on a pole, tower, or other structure that is attached to a durable, non-movable structure, (ii) the antenna connected to a permanent power source, and (iii) if located on public property, advance approval by a written governmental authorization; and (b) operation of the station each day in accordance with the FCC's rules for minimum operating schedule (47 C.F.R. § 73.1740(a) for FM stations, 47 C.F.R. § 73.561(a) for NCE-FM stations and 47 C.F.R. § 73.850(b) for LPFM stations) without recourse to the procedures set out in 47 C.F.R. §§ 73.1740(a)(4), 73.561(d), and 73.850(d). The failure of the station to operate in compliance with any of the foregoing requirements will result in the rescission of this grant, dismissal of the license application and the forfeiture of the associated construction permit pursuant to 47 C.F.R. § 73.3598(e) unless the licensee rebuts the resulting presumption that the authorized facilities were temporarily constructed. Evidence of non-temporary construction could include, but is not limited to, station logs, utility bills, lease documents, photographs of the installed antenna/transmitter/studio equipment, and other relevant documentation. 	

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.



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Schedule D
Purchase Price

Purchase Price of \$550,000 in cash at the Closing, as reduced by the Deposit.

Deposit of \$55,000.