

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 22nd day of December, 2023, by and between Gois Broadcasting Boston LLC, a Massachusetts limited liability company, ("Seller") and Blount Masscom, Inc., a Massachusetts corporation ("Buyer"). Seller and Buyer are sometimes collectively referred to in this Agreement as "the Parties."

WHEREAS, Seller owns FM Translator W235CS, Fac. ID 138346, Dedham, Massachusetts (the "Station or "Translator");

WHEREAS, Buyer desires to purchase from Seller substantially all of the assets used exclusively in the broadcast operations of the Station, and to obtain an assignment from Seller of all Federal Communications Commission (the "FCC") Licenses and Other Authorizations held in connection with the operation of the Station, and Seller desires to sell such Assets to Buyer and to assign to Buyer all such FCC Licenses and Other Authorizations, all in accordance with and subject to the terms and conditions contained herein; and

WHEREAS, during the pendency of the FCC approval process, Buyer desires and Seller is willing to enter into a time brokerage agreement ("TBA") simultaneously herewith to allow Buyer to immediately begin programming the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (each a "Party" and together, the "Parties") agree as follows:.

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 Station listed in the attached Schedule A;

(b) FCC License. The license which has been issued and renewed by the Federal Communications Commission (the "FCC") to Seller for the operation of the Station as set forth on Schedule B (the "FCC License"); and

(c) Antenna Site License. The License Agreement for Antenna Site dated April 18, 2019 by and between Seller, as Licensee, and Industrial Tower and Wireless, LLC, as Licensor, to be assigned to Buyer at Closing with Licensor's written consent.

2. Purchase Price. The purchase price to be paid for the Stations Assets shall be the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(a) Buyer shall deposit Sixty Thousand Dollars (\$60,000.00) (the "Escrow Deposit") in a non-interest bearing escrow account maintained by Allan G. Moskowitz, Esq. (the "Escrow Agent").

(b) The Purchase Price less the Escrow Deposit shall be paid at Closing by wire transfer or cashier's check.

3. Regulatory Approvals: Within five business days, Seller and Buyer shall file an application with the FCC requesting consent to the assignment of the FCC License for the Station, 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. In addition, in connection with the TBA, Seller shall immediately file a primary station change request ("PSC Request") specifying Buyer's station WILD, Boston, MA (Fac. Id. 47413) as the Station's new primary station. Buyer shall provide Seller with a coverage map or any other required documentation supporting the PSC Request.

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 corporation in good standing, that it has all necessary corporate authority to enter into this Agreement and to consummate the transactions contemplated hereby. 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 Station.

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 limited liability company in good standing; and
- (b) Seller has all necessary limited liability company authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- (c) Seller has satisfied the Translator FCC License condition requiring four years of on-air operation of the Station rebroadcasting primary station WAMG(AM), Dedham, MA.
- (d) The Station transmission equipment is capable of and currently operating in material compliance with the parameters and coverage set forth in the FCC License.

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) by Seller or Buyer if 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 if termination occurs due to Buyer's uncured material breach, Seller as its sole remedy shall retain the entire deposit as liquidated damages, and if termination occurs due to Seller's uncured material breach, the deposit shall be returned to Buyer.

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.

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 Commonwealth of Massachusetts.

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 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 Buyer: 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

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 need 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.

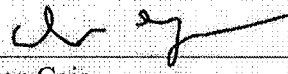
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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


SELLER:

GOIS BROADCASTING BOSTON LLC

By: 
Name: Ivon Gois
Title: Member

BUYER:

BLOUNT MASSCOM, INC

By: 
Name: William Blount
Title: President

SCHEDULE A

Tangible Personal Property

Custom 2 bay Scala antenna

Transmission Line 550-560 FT

BW Broadcast TX300V2 transmitter

2 Barix 500

Schedule B – FCC License

<i>Station</i>	<i>Fac. Id.</i>	<i>Cmty of License</i>	<i>License/Permit File No.</i>	<i>Expiration Date</i>
W235CS	138346	Dedham, MA	BLFT-20190521AAS	April 1, 2030
W235CS	138346	Dedham, MA	0000172491 (Renewal)	April 1, 2030