

**VOLUNTARY TIMESHARE AGREEMENT AMENDMENT**

Before The

Federal Communications Commission Washington, D.C. 20554

**In re Applications of FCC Group [185] Applicants:**

**ZUMIX, INC.**

**BNPL 20131114AYU**

**Winthrop Art Association, INC.**

**BNPL 20131114BJP**

**For New Low Power FM Station  
At East Boston, Massachusetts**

**To Operate on a Timeshare Basis on Channel [94.9]**

**TIMESHARE AGREEMENT**

ZUMIX, INC. (FCC File No. BNPL 20131114AYU) and Winthrop Art Association (FCC File No. BNPL 20131114BJP) (collectively, the "Applicants"), mutually exclusive applicants seeking authority to construct low power FM broadcast stations to serve Boston, Massachusetts hereby submit to the following timeshare agreement, as amended from the original timeshare agreement submitted on 12/03/14:

1. **Hours of Operation.** The Applicants request that the Federal Communication Commission (hereinafter "FCC" or "Commission") grant each application subject to the hours of operation as set forth herein.
2. **Operating Schedule Minimum Requirements.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission's Rules by allowing each Applicant the following number of operating hours per week:

ZUMIX, INC.: 143 hours per week

Winthrop Art Association, INC.: 25 hours per week

The hours of operation proposed in this agreement also comply with 47 C.F.R. § 73.850(b) because the LPFM station will operate more than 36 hours per week, consisting of at least 5 hours of operation per day on at least 6 days of the week.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
12:00 AM	Winthrop Art Association, Inc.					ZUMIX, Inc.	
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM	ZUMIX, Inc.						
6:00 PM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							
10:00 PM							
11:00 PM							

Monday – Friday:

12:00 AM – 5:00 AM Winthrop Art Association, INC.

5:00 AM – 12:00 AM ZUMIX, INC.

Saturday and Sunday:

12:00 AM – 12:00 AM ZUMIX, INC.

3. **Schedule Modifications.** This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change.
4. **Vacant Time.** In the event that vacant time becomes available, it will be divided up by written agreement executed by Applicants. In the event that multiple Applicants are vying for the same vacant time slot, that time slot will be divided equally among the Applicants. However, ZUMIX, INC. will be given first preference in choosing its portion of the vacant timeslot.

5. **Transmitter location.** Applicants will all use the same transmitter location at 86 White St., East Boston, MA 02128 (East Boston High School).
6. **Studio Space.** ZUMIX, INC. and Winthrop Art Association, INC. will share ZUMIX, INC.'s studio space at 260 Sumner St., East Boston.
7. **Equipment.**  
Transmission Equipment:  
ZUMIX, INC. will pay the costs of the transmission equipment, plus installation, maintenance, and repair.  
  
Studio Equipment:  
ZUMIX, INC. and Winthrop Art Association will share the studio equipment owned or purchased by ZUMIX, INC.
8. **Cross-promotion.** All Applicants shall mention on air daily that the radio station includes programs from ZUMIX INC. and Winthrop Art Association. Applicants will also briefly mention the content of the other programs daily.
9. **Expenses.** Except as otherwise provided herein, each Applicant shall bear its own expenses in relation to the preparation, filing, prosecution, and performance of duties contemplated by this Agreement.
10. **Termination.** A suspension of operations by one of the stations continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement and request authority from the FCC to operate its station on a full-time basis.
11. **Valid Organization and Warranty.** Each Applicant represents that (a) it is a duly organized, validly existing, and in good standing in its state of incorporation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.
12. **Amendments.** Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the Commission.
13. **Conduct.** Each Applicant will use its best efforts to cooperate with other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.
14. **Confidentiality.** The Applicants shall henceforth maintain the confidentiality of any information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.
15. **Remedies on Default.** In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at

law or equity to which it is entitled under Massachusetts law, including the right to obtain specific performance of the terms of this Agreement.

- 16. Attorney's Fees.** The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party is entitled to reasonable attorneys' fees, at trial and on appeal, as are determined by the court.
- 17. Benefit and Assignment.** This Agreement is binding upon the benefit of the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties. In no event will an assignment be permitted if: the consideration promised or received exceeds the depreciated fair market value of the physical equipment or facilities; and/or the transferee or assignee is incapable of satisfying all of the eligibility criteria that apply to an LPFM licensee in violation of 47 C.F.R. § 73.865
- 18. Counterparts.** This Agreement may be executed in counterparts, which, when executed shall constitute one Agreement, binding on all of the Parties.
- 19. Entire Agreement.** This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.
- 20. Acknowledgement.** By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision.
- 21. Governing Law; Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Massachusetts. Any action under this agreement shall be brought in the District Court of Massachusetts.
- 22. Notices.** Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by email to the following addresses, or such other addresses as may hereafter be specified in writing.

Madeleine Steczynski  
260 Sumner St.  
East Boston, MA 02128  
617-568-9777  
msteczynski@zumix.org

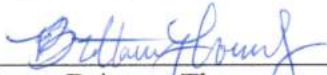
Brenda Curry  
291 River Rd.  
Winthrop, MA 02152  
617-846-1007  
brendakadiffcurry@gmail.com

- 23. Waiver.** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.
- 24. Liability.** Nothing contained in this Agreement shall limit any Party's other business, waive any claims any Party might have against another Party, or allow any Party to bind any other Party except as may expressly be stated herein.
- 25. Severability.** If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

**In Witness Whereof,** this Agreement is hereby executed as of the date first above written.

ZUMIX, INC.

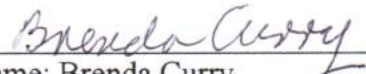
Respectfully Submitted,



Name: Brittany Thomas

Title: ZUMIX Radio Coordinator

Winthrop Art Association, INC.



Name: Brenda Curry

Title: Board Treasurer

Dated September 6, 2016