

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (“Agreement”), dated as of the 30<sup>th</sup> day of April, 2021 (the “Effective Date”), by and between Commonwealth Broadcasting, LLC (“Assignor”) and B.C. Radio LLC (“Assignee”).

**WITNESSETH:**

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of January 29, 2021 (as amended, supplemented, or otherwise modified from time to time), between Assignor, Assignee, and Sinclair Telecable, Inc. (the "Purchase Agreement"), Assignor has agreed to transfer and assign all of Assignor's right, title and interest in the Time Brokerage Agreement dated as of August 15, 2018 (as amended, supplemented, or otherwise modified from time to time), between Assignee and JYH Broadcasting (the “JYH Agreement”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**ARTICLE I**

**AGREEMENT:**

**Section 1.01. Assignment.** As of the Effective Date, Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor’s rights and obligations in, to and under the JYH Agreement, to have and to hold forever. Assignor makes such assignment on an “as is” and “where is” basis. Assignor makes no representation or warranty with respect to the JYH Agreement and expressly disclaims any implied representation or warranty.

**Section 1.02. Acceptance.** As of the Effective Date, Assignee hereby accepts and assumes the assignment and transfer of such rights and obligations, and agrees to assume and perform, when such performance is required.

**Section 1.03. Governing Agreement.** This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

**Section 1.04. Interpretation.** Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context requires in this Agreement, the singular shall include the plural, and vice versa. This Agreement shall be construed without regard to any

presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

**Section 1.05. Execution in Counterparts.** This Agreement may be executed and delivered in two (2) original, facsimile or PDF counterparts, each of which shall be deemed and original, but both of which together shall constitute one and the same document.


**Section 1.06. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to conflict of laws principles of any jurisdiction.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

**“ASSIGNOR”**

COMMONWEALTH BROADCASTING, LLC

By:   
Printed Name: J. DAVID SINCLAIR  
Title: MANAGING MEMBER

**“ASSIGNEE”**

B.C. RADIO LLC

By: \_\_\_\_\_  
Printed Name: Ravi Potharlanka  
Title: Managing Member

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

**“ASSIGNOR”**

COMMONWEALTH BROADCASTING, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“ASSIGNEE”**

B.C. RADIO LLC



By: \_\_\_\_\_

Printed Name: Ravi Potharlanka

Title: Managing Member