

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of March 6, 2023, by and between Hawkeye Communications Inc. ("Assignor") and Sunrise Broadcasting Corp. ("Assignee")

WITNESSETH:

WHEREAS, Assignor seeks to assign to Assignee all of Assignor's right, title and interest in and to certain assets and to assign to Assignee certain liabilities; and

WHEREAS, Assignee seeks to accept the assignment from Assignor of the assets and to assume the liabilities of Assignor.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assets and Consideration. Subject to the prior approval of the Federal Communications Commission ("FCC") through the filing of an FCC assignment application to which this Agreement will be attached (the "FCC Consent"), within five (5) business days of the grant of the FCC Consent (the "Closing"), in consideration of the payment of One Dollar (\$1.00), Assignor agrees to assign, transfer, convey and deliver to Assignee all assets, real or personal, tangible or intangible, of any nature whatsoever, owned or held by Assignor, including licenses and authorizations issued by the FCC, used in connection with the operation of radio broadcast station WGNV-FM, Rosendale, New York (Channel 255), FCC Facility ID 78943 (collectively, the "Assets"). At the Closing, Assignee agrees to accept the assignment, transfer, conveyance and delivery from Assignor of all rights, title and interest in and to the Assets owned or held by Assignor, to be assigned at Closing on a "where is, as is" basis."
2. Liabilities. At the Closing, Assignor agrees to assign, transfer, convey and deliver to Assignee all liabilities and obligations of each and every nature whatsoever of Assignor. At the Closing, Assignee agrees to accept the assignment, transfer, conveyance and delivery from Assignor of all of Assignor's liabilities and obligations of each and every nature whatsoever.
3. Confirmation. Assignor and Assignee shall hereafter prepare and execute any document or documents and perform any action or actions that may be necessary, appropriate and requested by any governmental authority to give effect to the intent of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first written above.

Assignor: Hawkeye Communications, Inc.

By: 

Kristina H. Klebe
Its President

Assignee: Sunrise Broadcasting Corp.

By: 

Joerg G. Klebe
Its President