

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is entered into as of this 21st day of October, 2020, by and between Southwest Montana Media LLC, an Idaho limited liability company ("Assignor"), and SW Montana Media, LLC, a Montana limited liability company ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is a party to an Asset Purchase Agreement dated as of September 18, 2020 (the "Purchase Agreement"), by and between Assignor and Richard J Samson, as Receiver ("Seller"), which provides for the sale or assignment by Seller and the purchase or assumption by Assignor of all or substantially all of the Assets (all capitalized terms used but not otherwise defined herein shall have the meaning defined in the Purchase Agreement) of five (5) radio broadcast Stations in the Bozeman, Montana area;

WHEREAS, Assignor, Seller, and Fletcher, Heald & Hildreth, P.L.C., a Virginia professional limited liability company, as escrow agent ("Escrow Agent"), are parties to that certain Escrow Agreement dated September 18, 2020 (the "Escrow Agreement"), providing for Escrow Agent to hold the Escrow Deposit delivered by Assignor in connection with the Purchase Agreement; and

WHEREAS, as permitted by Section 11.3 of the Purchase Agreement and Section 4.2 of the Escrow Agreement, Assignor wishes to assign all of its rights and obligations under the Purchase Agreement and Escrow Agreement to Assignee, and Assignee wishes to assume all of such rights and obligations from Assignor;

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

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights and obligations in, to and under the Purchase Agreement and Escrow Agreement; provided, however, that such assignment, transfer and conveyance does not release Assignor from any of its obligations under the Purchase Agreement or Escrow Agreement not performed by Assignee.

2. **Assumption.** Assignee hereby agrees to assume, receive and accept from Assignor all of the foregoing rights and obligations of Assignor in, to and under the Purchase Agreement and Escrow Agreement upon the terms and conditions contained herein, and assumes and agrees to perform all of the duties, obligations, and liabilities of Buyer under the Purchase Agreement and Escrow Agreement arising after the date of this Agreement.

3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from any liability for performance or non-performance of the duties and obligations required to be performed by Assignor hereunder prior to the date of this Agreement. Assignee agrees to indemnify and hold Assignor harmless from any liability for the performance or non-performance of the duties and obligations required to be performed by Assignee hereunder after the date of this Agreement.

4. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.

5. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

SOUTHWEST MONTANA MEDIA LLC

By: Ted Austin
Name: Ted Austin
Title: Managing Member

ASSIGNEE:

SW MONTANA MEDIA, LLC

By: Ted Austin
Name: Ted Austin
Title: Managing Member