

## ASSIGNMENT

**THIS ASSIGNMENT** (the "Assignment") is made as of June 19, 2017 by Sinclair Radio of Seattle, LLC, a Delaware limited liability company (f/k/a Fisher Broadcasting-Seattle Radio LLC ("Assignor") to Chesapeake Television Licensee, LLC, a Maryland limited liability company ("Assignee").

**WHEREAS**, South Sound Broadcasting L.L.C. ("South Sound") and Fisher Broadcasting-Seattle Radio LLC ("Fisher") entered into a certain Option Agreement, dated as of June 5, 2012 (the "Option Agreement"), whereby South Sound granted to Fisher an option (the "Option") to purchase certain tangible and intangible assets used and useful in connection with the operation of the radio station KOMO-FM, Oakville, Washington, which operates on frequency 97.7 (the "Station"), including the FCC Licenses, on the terms and conditions set forth therein (the "Optioned Assets");

**WHEREAS**, Assignor acquired the rights and interests of Fisher with respect to the Option and under the Option Agreement, and exercised the Option on January 17, 2017;

**WHEREAS**, pursuant to that certain Closing Agreement dated as of June 9, 2017, by and among Assignor and South Sound ("Closing Agreement"), which was intended to supplement, modify, amend, and supersede any inconsistent terms or conditions of the Option Agreement as appropriate, South Sound agreed to sell and Assignor agreed to purchase, the Optioned Assets; and

**WHEREAS**, by this Assignment, Assignor desires to transfer and assign to Assignee, and Assignee desires to receive and assume from Assignor, all of the Optioned Assets, pursuant to the terms of, and in consummation of the transactions contemplated by, the Option Agreement and the Closing Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and pursuant to the Option Agreement and the Closing Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts, all rights and obligations of Assignor under the Option Agreement and the Closing Agreement, including the Optioned Assets.

2. This Assignment is subject to the terms and conditions set forth in the Option Agreement and the Closing Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in Option Agreement or the Closing Agreement. If any conflict exists between this Assignment and the Option Agreement or the Closing Agreement, the Option Agreement and the Closing Agreement shall govern and control.

3. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, excluding the choice of law rules thereof.

4. Assignor and Assignee hereby agree, from and after the date hereof, without further consideration, that Assignee may assign any the Optioned Assets to an affiliated third party.


5. Assignor and Assignee hereby agree, from and after the date hereof, without further consideration, upon the request of either party or its respective successors and assigns, to execute such other documents and to take or cause to be taken such other actions as such requesting party or its successors may reasonably require in order to obtain the full benefit of this Assignment and the parties' obligations hereunder.

6. If this Assignment has more than one signatory, it may be executed in multiple counterparts with the same force and effect as if all signatures appeared on one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.


**ASSIGNOR:**

Sinclair Radio of Seattle, LLC

By:   
Name: Chris Ripley  
Title: CEO

**ASSIGNEE:**

Chesapeake Television Licensee, LLC

By:   
Name: Chris Ripley  
Title: CEO