

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of the 6th day of December 2016, by and among Bicoastal Holdings Co., LLC, a Delaware corporation ("Buyer"), Bicoastal Rogue Valley, LLC, an Oregon limited liability company ("Bicoastal RV"), and Bicoastal Media Licenses VI, LLC, a Delaware limited liability company ("Bicoastal License").

RECITALS

A. Buyer entered into an Asset Purchase Agreement as of the 18th day of November 2016 ("Agreement") with Three Rivers Broadcasting, LLC ("Seller"), providing for sale of the assets of radio station KCMD, Grants Pass, Oregon (the "Station"), from Seller to Buyer.

B. Buyer has concluded that it is in its best interests to modify its business structure in such a manner that Bicoastal RV will acquire the Station's assets ("Station's Assets"), other than the Station's licenses issued by the Federal Communications Commission ("Station's FCC Licenses").

C. Buyer has further concluded that it is in its best interests to modify its business structure in such a manner that Bicoastal License will acquire the Station's FCC Licenses.

D. Section 21.3 of the Agreement provides in pertinent part that Buyer may assign the rights and benefits under the Agreement to entities that own the Station's Licenses separate from the Station's Assets.

AGREEMENT

In consideration of the above recitals and of the mutual agreements and covenants contained in this Assignment and Assumption Agreement, Buyer, Bicoastal RV, and Bicoastal License, intending to be bound legally, agree as follows:

1. Buyer hereby assigns, transfers and sets over to Bicoastal RV, its successors and assigns, all right, title and interest in and to the Agreement with respect to the Station's Assets.

2. Buyer hereby assigns, transfers and sets over to Bicoastal License, its successors and assigns, all right, title and interest in and to the Agreement with respect to the Station's FCC Licenses.

3. Bicoastal RV hereby assumes any and all responsibility of the Buyer with respect to the Station's Assets under the Agreement as of the date hereof.

4. Bicoastal License hereby assumes any and all responsibility of the Buyer with respect to the Station's FCC Licenses under the Agreement as of the date hereof.

IN WITNESS WHEREOF, Buyer, Bicoastal RV, and Bicoastal License, intending to be legally bound hereby, have executed this Assignment and Assumption Agreement as of the date first written above.

BICOASTAL HOLDINGS CO., LLC

BICOASTAL ROGUE VALLEY, LLC


Kevin P. Mostyn, Vice President


Kevin P. Mostyn, Vice President

BICOASTAL MEDIA LICENSES VI, LLC


Kevin P. Mostyn, Vice President

GSB:8311354.1