

2022-009546

Klamath County, Oregon

08/05/2022 08:39:01 AM

Fee: \$127.00

Prepared by:
Gregory D. Crane
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

Record and Return to:
Heather Coldwell
Davis Wright Tremain LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104

ASSIGNMENT AND ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT AND ASSUMPTION AND BILL OF SALE (this "Assignment") is dated August 1, 2022 by and between BROADCASTING COMMUNICATIONS, L.L.C., an Oregon limited liability company, having its principal place of business at c/o Cox Media Group, 1601 W. Peachtree St. NE, Atlanta, GA 30309 (the "Assignor"), and IMAGICOMM MEDFORD OPERATIONS, LLC, a Delaware limited liability company, having its principal place of business at c/o INSP, LLC, 3000 Worldreach Drive, Indian Land, SC 29707 (the "Assignee", and, together with Assignee, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 29, 2022 (the "Asset Purchase Agreement"; capitalized terms used but not defined herein having the meanings ascribed to such terms in the Asset Purchase Agreement), pursuant to which, among other things, Assignor agreed to sell, assign, transfer and deliver to Assignee the Purchased Assets (including the Assigned Rights and Property, each as defined below), and Assignee has agreed to assume from Assignor the Assumed Liabilities (including the Assumed Obligations defined below):

WHEREAS, Assignor is a party to that certain Right-of-Way Grant/Temporary Use Permit issued by the United States Department of the Interior Bureau of Land Management (the "Property Owner") dated effective as of October 21, 2021, issuing office Klamath Falls, serial number OROR 070427 (the "Easement"), pursuant to which Assignor was granted the right to construct, operate, maintain, and terminate an existing access road on public lands (or Federal land for MLA Rights-of-Way) described on Exhibit A hereto (the "Land"), as more particularly described in the Easement; and

WHEREAS, Assignor desires and intends to assign to Assignee all of its rights, title, entitlements and interests in, to and under the Easement (collectively, the "Assigned Rights"); and

WHEREAS, Assignee desires and intends to accept the assignment of the Assigned Rights and to assume all of Assignor's duties, obligations and responsibilities under the Easement, arising from and after the date hereof (collectively, the "Assumed Obligations").

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. The Recitals hereto are fully incorporated by this reference as if set forth herein.

2. As of the date hereof, Assignor does hereby irrevocably and unconditionally assign, transfer, release and set over unto Assignee, free and clear of all Liens (except for Permitted Liens), all of the Assigned Rights and delegates to Assignee all of the Assumed Obligations to be held by Assignee and its successors and/or assigns forever.

3. As of the date hereof, Assignee hereby accepts the foregoing assignment of the Assigned Rights and hereby irrevocably and unconditionally assumes all of the Assumed Obligations.

4. Assignor hereby sells, transfers, conveys and delivers to Assignee and its successors and/or assigns forever, free and clear of all Liens (except for Permitted Liens) all of Assignor's rights, title, entitlements and interests in, to and under all of the Purchased Assets located on the Land, including, without limitation, any improvements which are located on, or appurtenant to the Land (the "Property").

5. Assignor represents and warrants to Assignee that the execution and delivery of this Assignment has been duly authorized, and this Assignment constitutes the legal, valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

6. Assignee represents and warrants to Assignor that the execution and delivery of this Assignment has been duly authorized, and this Assignment constitutes the legal, valid and binding obligation of Assignee and is enforceable against Assignee in accordance with its terms.

7. This Assignment shall be recorded in the land records located in the county in which the Land is located.

8. This Assignment is made subject in all respects to the Asset Purchase Agreement, and nothing herein is intended to or shall be deemed or construed to amend, enlarge, expand, abridge, limit, negate or otherwise modify any of the express representations and warranties of Assignor set forth in the Asset Purchase Agreement. In the event of a conflict between the provisions of the Asset Purchase Agreement and the provisions of this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

9. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and together shall be deemed one in the same document. A facsimile or electronic (e.g., ".pdf") signature shall be considered an original for purposes hereof.

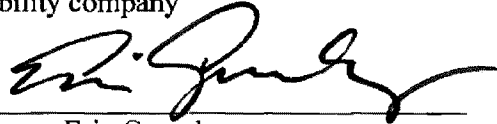
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

Broadcasting Communications, L.L.C., an
Oregon limited liability company

By: Northwest Broadcasting, LLC, a Delaware
limited liability company

By:

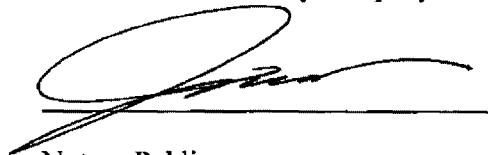


Name: Eric Greenberg

Title: Vice President and Secretary

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on this 28 day of July, 2022, by Eric Greenberg, as Vice President and Secretary of Northwest Broadcasting, LLC, a Delaware limited liability company, the member of Broadcasting Communications, L.L.C., an Oregon limited liability company, on behalf of said limited liability company.



OFFICIAL SEAL:

Notary Public

Josephine C. Cicchini


My Commission Expires:

Printed Name

JOSEPHINE CAROL CICHINI
Notary Public, State of New York
No. 01C16004297
Qualified in New York County
Commission Expires March 23, 2026

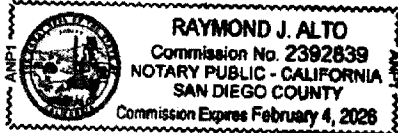
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

IMAGICOMM MEDFORD OPERATIONS,
LLC, a Delaware limited liability company


By: 
Name: David Cerullo
Title: President & CEO

STATE OF CA)
COUNTY OF SAN DIEGO)

This instrument was acknowledged before me on this 28th day of July, 2022, by DAVID CERULLO, as PRESIDENT + CEO of Imagicomm Medford Operations, LLC, a Delaware limited liability company, on behalf of said limited liability company.



OFFICIAL SEAL:


Notary Public
RAYMOND J. ALTO

My Commission Expires: 2/4/2026

Printed Name

Exhibit A
Legal Description

Willamette Meridian, Oregon

T. 40S., R. 10E.,

sec. 3, SW1/4NW1/4, N1/2SW1/4, NW1/4SE1/4, and E1/2SE1/4;

sec. 4, N1/2NE1/4 and SE1/4NE1/4;

sec. 5, NE1/4;

sec. 10, E1/2E1/2;

sec. 15, N1/2NE1/4, SW1/4NE1/4, and NE1/4NW1/4.

The area described aggregate 22.25 acres.

Exhibit A