

PROCEDURES FOR THE SOLICITATION AND SALE PROCESS

On February 21, 2025, FTI was appointed as receiver and manager (the **Receiver**) of the current and future assets, undertakings and properties of Local First Media Group Inc., Local First Properties Inc., BTC USA Holdings Management Inc., Local First Properties USA Inc., Alaska Broadcast Communications, Inc., Frontier Media LLC and Broadcast 2 Podcast, Inc. (the **Debtors**) pursuant to an Order granted by the Honourable Justice M. J. Lema (the **Receivership Order**) (the **Receivership Proceedings**). The Receivership Proceedings commenced upon application by ATB Financial, the fulcrum secured creditor of the Debtors (the **Secured Creditor**).

On July 8, 2025, the US Bankruptcy Court for the Eastern District of Texas, Texarkana Division (the **US Court**), entered an Order Granting Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1517 and 1520 of the US Bankruptcy Code and Related Relief (**Receivership Recognition Order**), which recognized the Receiver as foreign representative under Chapter 15 of the US Bankruptcy Code.

The Receiver has determined that a sale solicitation process (**Sale Process**), as set out herein, is the best and most effective way to realize on the Debtors' property. The Receiver intends to seek a Court order approving of this Sale Process (the **Sale Process Order**). The Sale Process will be conducted by the Receiver in the manner set forth herein and in accordance with the Sale Process Order.

Among other things, the Sale Process Order will also approve the stalking horse agreement (as may be amended from time to time pursuant to its terms and the Sale Process Order, the **Stalking Horse Agreement**) to be entered into between the Receiver, BTC USA Holdings Management, Inc., Frontier Media LLC, and Alaska Broadcast Communications Inc., as sellers, and Alaska First Media Inc., an Alaska corporation (in such capacity, the **Stalking Horse Bidder**), for the purposes of serving as the stalking horse bid (the **Stalking Horse Bid**) in respect of the Alaska Property (defined below).

For the avoidance of doubt, the implementation of the transaction contemplated by the Stalking Horse Agreement is conditional upon the Stalking Horse Bid being selected as a Successful Bid (as defined below) in respect of the Alaska Property (as defined below) in accordance with these bidding procedures (the **Bidding Procedures**), and approval of the Stalking Horse Agreement and the transaction contemplated therein.

All references to monetary amounts in these Bidding Procedures shall refer to United States dollars.

Set forth below are the procedures to be followed with respect to the Sale Process.

1 Summary of Sale Process

- 1.1 The Sale Process is intended to solicit interest in, and opportunities for a sale of, all or part of the property, which primarily consists of radio stations, and related licenses and personal property, located in Alaska, Texas, and Arkansas.
- 1.2 To maximize interest and participation in this opportunity, the Sale Process will provide for:
 - (a) the sale of the interests of BTC USA Holdings Management, Inc., Frontier Media LLC, and Alaska Broadcast Communications Inc. in certain property located in or around Sitka, Ketchikan and Juneau, Alaska, and related rights and interests (the **Alaska Property**); and
 - (b) the sale of the interests of BTC USA Holdings Management Inc., Frontier Media LLC, and Alaska Broadcast Communications Inc. in certain property located in or around Texarkana, Hope, and New Boston, in Texas and Arkansas, and related rights and interests (the **Texas Property**, and, collectively with the Alaska Property, the **Property**).

- 1.3 The Receiver intends to conduct the marketing and Sale Process for the Alaska Property and Texas Property concurrently.
- 1.4 Except to the extent otherwise set forth in a determinative sale agreement with a successful bidder, any sale proposal will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature or description by the Receiver.
- 1.5 The Stalking Horse Agreement constitutes a Binding Offer and Qualified Bid (each as defined below) in respect of the Alaska Property under the Sale Process and will serve as the Stalking Horse Bid for the purposes of this Sale Process and the Bidding Procedures. The Stalking Horse Bidder shall have the right to participate in any Auction in respect of the Alaska Property. Notwithstanding the Stalking Horse Agreement and proposed transaction therein, all interested parties are encouraged to submit bids based on any form that they may elect to advance pursuant to the Sale Process, including as an *en bloc* or partial sale proposal. Copies of the Stalking Horse Agreement will be made available to all Qualified Bidders (as defined below). A form based on such agreement, to be uploaded to the VDR (as defined below), shall be used as the basis for any Binding Offer made in the Sale Process in respect of the Alaska Property. A separate form shall be uploaded to the VDR to be used as a basis for any Binding Offer made in the Sale Process in respect of the Texas Property.
- 1.6 The major stages of the Sale Process will be comprised of:
- (a) **Marketing:** advertising, contacting potential buyers, responding to requests for information and disseminating marketing material to potential buyers;
 - (b) **Offer Submission and Evaluation:** solicitation, receipt of, evaluation and negotiation of offers from potential buyers;
 - (c) **Auctions:** to be held in respect of the Alaska Property and the Texas Property if competing offers are made for the respective Property; and
 - (d) **Approval:** seeking and receipt of Court approval by the Receiver in the Receivership Proceedings, followed by recognition by the US Court.
- 1.7 Subject to paragraph 4.9 below, the Receiver may at any time and from time to time modify, amend, vary or supplement the Bidding Procedures, without the need to obtain an order of the Court or provide notice to Participating Bidders, Binding Offer Bidders, Qualified Bidders, or the Successful Bidder(s) (each as defined below), provided that such modification, amendment, variation or supplement is (a) expressly limited to changes that do not alter, amend or prejudice the rights of such bidders (including the rights of the Stalking Horse Bidder, except with the authorization of the Stalking Horse Bidder) and (b) necessary or useful in order to give effect to the substance of the Sale Process, the Bidding Procedures or the Sale Process Order. Notwithstanding the foregoing, the dates or time limits indicated in the table contained below and elsewhere in these Bidding Procedures may be extended by the Receiver as the Receiver deems necessary or appropriate, acting reasonably, and in consultation with the Secured Creditor, without the requirement to obtain a further Court order.
- 1.8 The Receiver will, as soon as practicable, post on the Receiver’s website and serve on the service list maintained in the Receivership Proceedings any such modification, amendment, variation or supplement to these Bidding Procedures and inform the bidders impacted by such modifications.
- 1.9 In the event of a dispute as to the interpretation or application of the Sale Process Order or the Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute. For the avoidance of doubt, all bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the Sale Process, including the qualification of

bids, the construction and enforcement of the Sale Process, and closing of a Successful Bid, as applicable.

2 Timeline

2.1 The following table sets out key milestones and anticipated deadlines for the Sale Process:

Milestone	Date
Commence solicitation of interest from parties, including delivering NDA and Teaser Letter, and upon execution of NDA (each as defined below), access to VDR	October 27, 2025
Binding Offer Deadline	December 9, 2025
Alaska: If no Qualified Bids are received other than the Stalking Horse Bid, selection of Stalking Horse Bid as the Successful Bid as Successful Bidder Texas: If no competing Qualified Bids are received, selection of highest and best Qualifying Bid as Successful Bid	December 9, 2025
Hearing of Approval Application (defined below)	On or before January 30, 2026
Hearing of Recognition Motion (defined below)	On or before February 9, 2026
Closing of Successful Bids	As soon as possible following hearing of Approval Application and Recognition Order motion, but in any event, no later than March 31, 2026
<i>If multiple Qualified Bids are received for either or both Properties</i>	
Deadline to notify Qualified Bidders of Auction	December 10, 2025
Auction/s	December 15, 2025
Selection of Successful Bidder	December 16, 2025
Execution of Definitive Documents reflecting changes to Qualified Bid arising from Auction	December 19, 2025
Hearing of Approval Application	On or before January 30, 2026
Hearing of Recognition Order motion (defined below)	On or before February 9, 2026
Closing of Successful Bid	As soon as possible following hearing of Approval Application and Recognition Order motion, but in any event, no later than March 31, 2026

3 Solicitation of Interest

- 3.1 As soon as reasonably practicable, but, in any event, by no later than two (2) Business Days after the granting of the Sale Process Order:
- (a) the Receiver will prepare: (i) a teaser letter (the **Teaser Letter**) describing the opportunity, outlining the Sale Process and inviting recipients to express their interest; (ii) a non-disclosure agreement (**NDA**); and (iii) a confidential information memorandum (the **CIM**). The Teaser Letter, NDA and CIM shall be in a form and substance satisfactory to the Receiver. The CIM will specifically state that the Receiver and its respective advisors make no representation or warranty as to the accuracy or completeness of the information contained in the CIM and the VDR (defined below), or otherwise made available pursuant to the Sale Process, and further state that the Sale Process is limited to the sale of the Debtors' rights, interests and undertakings with respect to the Property.
 - (b) the Receiver will prepare a list of potential bidders, including (i) parties that have approached the Receiver or the Debtors indicating an interest in the Property, and (ii) other parties that the Receiver believes may be interested in purchasing all or part of the Property, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the **Known Potential Bidders**);
 - (c) the Receiver will gather and review all required due diligence material to be provided to interested parties and shall establish a VDR (defined below), which will be maintained and administered by the Receiver during the Sale Process;
 - (d) consistently with paragraph 1.5 herein, the Receiver will develop draft forms of asset purchase agreement for use during the Sale Process (the **APA**).
- 3.2 The Receiver will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than two (2) Business Days after the granting of the Sale Process Order, and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Receiver as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.
- 3.3 In addition to the foregoing, within five (5) Business Days after the granting of the Sale Order, the Receiver shall cause a notice or notices of the Sale Process (and such other relevant information which the Receiver considers appropriate) to be published on the Receiver's website and in the following media outlets:
- (a) Insolvency Insider;
 - (b) Juneau Empire;
 - (c) Texarkana Gazette.
- 3.4 A confidential virtual data room (the **VDR**) in relation to the Property will be made available by the Receiver to Participating Bidders (defined below). The VDR will include all documentary materials available regarding the Property that are reasonably likely to be relevant to Participating Bidders in their assessment of the Property, and shall include the Teaser Letter, the CIM, the Stalking Horse Agreement and the forms of APA to be used by Participating Bidders in making bids. The VDR shall be made available as soon as practicable following the granting of the Sale Process Order.
- 3.5 The Receiver may, in its discretion, limit the access of any Potential Bidder to any confidential information in the VDR where the Receiver reasonably determines that such access could

negatively impact the Sale Process, the ability to maintain the confidentiality of the information, the Property, or its value.

4 Participation and Binding Offers

- 4.1 Any party who wishes to participate in the Sale Process (a **Potential Bidder**) must provide to the Receiver, at the addresses specified in Appendix 1 hereto (including by email transmission), in form and substance acceptable to the Receiver, (a) an NDA executed by it, (b) written confirmation of the identity of the Potential Bidder, (c) the contact information for such Potential Bidder, (d) full disclosure of the direct and indirect principals of the Potential Bidder, and (e) documentary evidence of such Potential Bidder's financial wherewithal and ability to consummate a sale or investment pursuant to the Sale Process, in the form of proof of cash-on-hand and/or unconditionally committed financing.
- 4.2 A Potential Bidder who, in the Receiver's judgment, has satisfied the requirements in paragraph 4.1, will be deemed a "**Participating Bidder**". All Participating Bidders will be granted access to the VDR (subject to paragraph 3.5 herein). The Stalking Horse Bidder is, and will be deemed to be, a Participating Bidder.
- 4.3 The Receiver and its respective advisors make no representation or warranty as to the information contained in the VDR, the CIM, the Teaser Letter, or otherwise made available pursuant to the Sale Process. Participating Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property in connection with their participation in the Sale Process and any transaction they enter into in respect thereof.
- 4.4 At any time during the Sale Process, the Receiver may, in its reasonable judgment, eliminate a Participating Bidder from the Sale Process, in which case such bidder will be eliminated and will no longer be a "Participating Bidder" for the purposes of the Sale Process.
- 4.5 The Receiver, shall, subject to competitive and other business considerations, afford each Participating Bidder such access to due diligence materials and information relating to the Property as the Receiver may deem appropriate. Any materials provided to a Participating Bidder at such Participating Bidder's request shall also be posted in the VDR, subject to Paragraphs 3.5 and 4.6. Due diligence access may include presentations, access to the VDR, on-site inspections, and other matters that a Participating Bidder may reasonably request and as to which the Receiver, in its reasonable judgment, may agree. Any access or interactions with the Debtors shall be coordinated through the Receiver.
- 4.6 The Receiver shall be solely responsible for coordinating and responding to all requests for information and due diligence access from Participating Bidders; Participating Bidders with such requests shall make them to the Receiver, in writing, at the addresses specified in Appendix 1 hereto (including by email transmission). The Receiver has no obligation to furnish any information relating to the Property to any person other than to Participating Bidders. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Participating Bidders if the Receiver determines such information to represent proprietary or sensitive competitive information.
- 4.7 Any Participating Bidder (other than the Stalking Horse Bidder) that wishes to make a formal offer to acquire all or substantially all of the Alaska Property or Texas Property (a **Binding Offer**) shall provide its Binding Offer in the form of the applicable template APA provided in the VDR, along with a marked version showing edits to the original template APA.
- 4.8 A Binding Offer will be considered a "**Qualified Bid**", and the Participating Bidder making such Binding Offer a "**Qualified Bidder**", if it:

- (a) in the case of the Alaska Property:
 - (i) provides net cash proceeds on closing that are not less than the aggregate total of: (a) the amount of cash payable under the Stalking Horse Agreement; and (b) \$100,000 (comprised of the "Break Fee", as defined in the Stalking Horse Agreement, and an additional overbid increment; and
- (b) in the case of the Alaska Property and the Texas Property, it:
 - (i) is submitted on or before the Binding Offer Deadline;
 - (ii) is made by way of a binding, definitive transaction document, consistently with Paragraph 4.7 herein, that is executed by the Participating Bidder;
 - (iii) is not subject to any financing condition, diligence condition or internal or board approval;
 - (iv) contains or identifies the key terms and provisions to be included in any Approval Order;
 - (v) includes acknowledgments and representations of the Participating Bidder that it:
 - (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Binding Offer; and (iii) has not relied upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Property, or the completeness of any information provided in connection therewith;
 - (vi) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by the Receiver by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two business days after the date of closing of the applicable Successful Bid (defined below); and (B) the Outside Date (defined below);
 - (vii) provides for any anticipated corporate, licensing, securityholder, legal or other regulatory approvals required to close the transaction;
 - (viii) does not provide for any break or termination fee, expense reimbursement or similar type of payment;
 - (ix) includes the specific purchase price in US dollars and a description of any non-cash consideration; and a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (x) is accompanied by a deposit in the amount of not less than 10% of the cash purchase price (the **Deposit**);
 - (xi) is accompanied by an acknowledgement that (i) if the Participating Bidder making such Binding Bid is selected as a Successful Bidder, that the Deposit will be held and dealt with as described in Section 7 below;
 - (xii) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction as soon as possible after the Approval Order and Recognition

Order are granted, and in any event no later than March 31, 2026 (the **Outside Date**); and

- (xiii) includes such other information as reasonably requested or identified in writing by the Receiver, prior to the Binding Bid Deadline as being necessary or required by the Receiver.

4.9 Without limiting Paragraph 1.7, the Receiver, in its reasonable judgment, may waive strict compliance with any one or more of the requirements specified above and designate a noncompliant Binding Offer as a Qualified Bid.

5 Selection of Successful Bidder

5.1 The Receiver may, following the receipt of any Binding Offer that is not a Qualified Bid, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered a Qualified Bid.

5.2 The Receiver will review and evaluate each Qualified Bid, in consultation with the Secured Creditor, taking into account the factors set out in Paragraph 4.8, including factors affecting the speed and certainty of closing, the value and nature of the consideration provided for in the Binding Offer (including any assumed liabilities), and any licensing, regulatory or legal approvals required to close the transactions. The cash consideration provided for in any Qualified Bid shall not be the only criteria on which Qualified Bids are evaluated, and the "highest and best" Qualifying Bid may not be the Qualifying Bid with the highest cash purchase price.

5.3 In the case of the Alaska Property:

- (a) In the event that no Qualified Bid is received other than the Stalking Horse Bid, or any Qualified Bids received are determined by the Receiver to be inferior to the Stalking Horse Bid based on the considerations set out in Paragraph 5.2, then the Stalking Horse Bid shall be deemed the Successful Bid (as defined below), and the Receiver will promptly seek Court approval of the Stalking Horse Agreement and the transactions contemplated therein.
- (b) In the event there is at least one Qualified Bid in addition to the Stalking Horse Bid received and such Qualified Bid is not determined by the Receiver to be inferior to the Stalking Horse Bid based on the considerations set out in Paragraph 5.2, then a Successful Bid will be identified through an auction (the **Auction**) in accordance with the procedure set out below.

5.4 In the case of the Texas Property, where multiple Qualified Bids are received and the Receiver determines, in its discretion and in consultation with the Secured Creditor, that an Auction would be beneficial to the Sale Process, then a Successful Bid will be identified through an Auction in accordance with the procedure set out below.

5.5 In the event that an Auction is required in accordance with the terms of these Bidding Procedures, it will be conducted in accordance with the procedures set forth in this paragraph:

- (a) The Receiver shall be entitled to designate some or all Qualified Bidders (in addition to the Stalking Horse Bidder) as eligible to participate in the Auction, taking into account the relative terms of the Qualified Bids (including but not limited to purchase price) and the factors set out in Paragraph 5.2. Qualified Bidders who are invited to participate in the Auction are referred to as "**Auction Bidders**". For the avoidance of doubt, the Stalking Horse Bidder shall be an Auction Bidder.

- (b) Where the Receiver determines that an Auction shall be held for both the Alaska Property and the Texas Property, the Receiver may elect to hold a separate Auction for each Property. Where two Auctions are to be held, reference in the paragraphs that follow to "Auction" shall refer to either Auction generally, or both Auctions collectively, as applicable and as the context requires.
- (c) The Auction will commence at a time to be designated by the Receiver, on December 15, 2025, and may, in the discretion of the Receiver, be held virtually via videoconference, teleconference or such other reasonable means as the Receiver deems appropriate. The Receiver will consult with the parties permitted to attend the Auction to arrange for the Auction to be so held. Subject to the terms hereof, the Receiver may postpone the Auction.
- (d) Except as otherwise permitted in the Receiver's discretion, only the Receiver, the Auction Bidders, and the Secured Creditor, and, in each case, their respective professionals and representatives, will be permitted to attend the Auction.
- (e) Each Auction Bidder shall designate a single individual to be its representative and spokesperson for the purposes of the Auction, and shall participate in the Auction through such duly authorized representative.
- (f) Except as otherwise set forth herein, the Receiver may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are:
 - (i) not inconsistent with the Receivership Order, the Sale Process Order, the Bidding Procedures, the *Bankruptcy and Insolvency Act*, or any order of the Court issued in connection with the Receivership Proceedings;
 - (ii) disclosed to each Auction Bidder; and
 - (iii) designed, by the Receiver, in its reasonable judgment, to result in the highest and otherwise best offer.
- (g) Each Auction Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Debtors or any other person regarding the Sale Process. For greater certainty, communications between the Stalking Horse Bidder and the Receiver with respect to and in preparation of the Stalking Horse Agreement, the Sale Process and the Bidding Procedures will not represent collusion nor communications prohibited by this paragraph.
- (h) Prior to the Auction, the Receiver will identify the highest and best of the Qualifying Bid(s) received, and such Qualifying Bid(s) will constitute the opening bid for the purposes of the Auction (the **Opening Bid**). Subsequent bidding will continue in minimum increments valued at not less than \$100,000 cash in excess of the Opening Bid. Each Auction Bidder will provide evidence of its financial wherewithal and ability to consummate the transaction at the increased purchase price, if required by the Receiver.
- (i) All Auction Bidders will have the right, at any time, to request that the Receiver announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Auction Bidder, use reasonable efforts to clarify any and all questions such Auction Bidder may have regarding the Receiver's announcement of the then-current highest and best bid.

- (j) Each Auction Bidder will be given a reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction will continue until the bidding has concluded and there is one remaining Auction Bidder. The Receiver shall determine which Auction Bidders have submitted the highest and best Binding Offer of the Auction (the **Successful Bid**, and the bidder making such Successful Bid, the **Successful Bidder**).
- (k) Upon selection of a Successful Bidder, if any, the Successful Bidder shall deliver to the Receiver an amended and executed transaction document that reflects their final bid and any other modifications submitted and agreed to during the Auction, on or before December 19, 2025.
- (l) Any bids submitted after the conclusion of the Auction will not be considered.
- (m) The Receiver shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit, including to conduct the Auction by way of written submissions.
- (n) A Successful Bid will be selected by no later than December 16, 2025 (or such later date immediately thereafter if the Auction is conducted and not completed in one day), and the completion and execution of definitive documentation in respect of such Successful Bid, as applicable, must be finalized and executed as soon as possible after the close of the Auction, and in any event, no later than December 19, 2025, which definitive documentation will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Outside Date, subject to the terms hereof.

6 Court Approval and Recognition

- 6.1 The Receiver will apply to the Court (the **Approval Application**) for one or more orders: (i) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting (collectively, the **Approval Order(s)**). The Approval Application will be held on a date to be scheduled by the Receiver and confirmed by the Court in accordance with these Bidding Procedures. With the consent of the applicable Successful Bidder(s), the Approval Application may be adjourned or rescheduled by the Receiver without further notice, by an announcement of the adjourned date at the Approval Application or in a notice to the service list maintained in the Receivership Proceedings prior to the Approval Application. The Receiver will consult with the Successful Bidder regarding the motion material to be filed for the Approval Application.
- 6.2 All Binding Offers (other than the Successful Bid(s)) will be deemed rejected on and as of the date of the closing of the applicable Successful Bid(s), with no further or continuing obligation of the Receiver to any unsuccessful Binding Offer Bidders.
- 6.3 As soon as practicable after the Approval Order/s is granted, the Receiver, as foreign representative, shall obtain from the US Court an order recognizing the Approval Order/s in the United States (**Recognition Order**) in accordance with these Bidding Procedures.

7 Deposits

- 7.1 The Deposit(s):
 - (a) will, upon receipt from the Binding Offer Bidder(s), be retained by the Receiver and deposited in a non-interest-bearing trust account, and subsequently dealt with in accordance with subsections (b) and (c), below;
 - (b) received from the Successful Bidder(s), if any, will:

- (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order(s), upon closing of the approved transaction; and
- (ii) otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid provided that all such documentation will provide that the Deposit will be retained by the Receiver and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and
- (c) received from a Binding Offer Bidder that is not a Successful Bidder will be fully refunded to the Binding Offer Bidder that paid the Deposit as soon as practical following the selection of the Successful Bidder.
- (d) Notwithstanding anything to the contrary herein, the Stalking Horse Bidder will not be required to provide a Deposit.

8 “As is Where is”

- 8.1 Any sale (or sales) of the Property or portions thereof will be on an “as is, where is” basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to receivership proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing.

9 Vesting Free and Clear

- 9.1 In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Debtors in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the **Claims and Interests**), such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder or the Approval Order.

10 Confidentiality and Access to Information

- 10.1 For greater certainty, other than as required in connection with any Auction or Approval Application, the Receiver will not disclose: (a) the identity of any Potential Bidder or Qualified Bidder (other than the Stalking Horse Bidder); or (b) the terms of any bid or Binding Offer (other than the Stalking Horse Agreement), to any other bidder or any of its affiliates. Potential Bidders, Participating Bidders, Qualified Bidders and Auction Bidders (including, in each case, the Stalking Horse Bidder) and each of their respective affiliates shall not communicate with, or contact, directly or indirectly, any other Potential Bidder, Participating Bidder, Qualified Bidder, Auction Bidder, or their respective affiliates, or any secured creditors of the Debtors, without the express written consent of the Receiver (which consent may be refused in the Receiver’s sole discretion), and such communications or discussions shall take place under the supervision of the Receiver. Nothing in this Paragraph 10.1 shall prohibit the Receiver from filing details of Potential Bidders, Participating Bidders, Qualified Bidders and Auction Bidders, or their respective Binding Offers and Qualified Bids, as part of a Receiver’s Report in connection with the Approval Application, provided that the Receiver shall file any commercially sensitive or confidential information confidentially, with a request for a restricted court access order. Should the Court decline to grant a restricted court access order, the Receiver shall not be in breach of this Paragraph 10.1.

11 Further Orders

- 11.1 At any time during the Sale Process, the Receiver may apply to the Court for advice and directions with respect to any aspect of this Sale Process including, but not limited to, the continuation of the Sale Process or with respect to the discharge of its powers and duties hereunder.

12 Additional Terms

- 12.1 In addition to any other requirement of the Sale Process, any consent, approval or confirmation to be provided by the Stalking Horse Bidder or the Receiver is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the *Bankruptcy and Insolvency Act* or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph.
- 12.2 This Sale Process does not, and will not be interpreted to create any contractual or legal relationship between the Receiver and any other party, other than as specifically set forth in the NDA or any other definitive agreement executed.
- 12.3 Notwithstanding anything to the contrary herein, the Receiver shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Participating Bidder, Binding Offer Bidder, Qualified Bidder, Auction Bidder, Successful Bidder, or any other creditor or stakeholder, or the Debtors, as a result of implementation or otherwise in connection with this Sale Process, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Receiver, as determined by the Court, and all such persons or entities shall have no claim against the Receiver in respect of the Sale Process for any reason whatsoever.
- 12.4 Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Offer, due diligence activities, and any other negotiations or other actions whether or not they lead to the consummation of a transaction.

Appendix 1:

Address for Notice

Receiver

FTI Consulting Canada Inc., in its capacity as Receiver of Local First Media Group Inc., Local First Properties Inc., BTC USA Holdings Management Inc., Local First Properties USA Inc., Alaska Broadcast Communications, Inc., Frontier Media LLC and Broadcast 2 Podcast, Inc.

520 5th Ave SW, Suite 1610

Calgary AB T2P 3R7

T: 403.454.6036

E: lindsay.shierman@fticonsulting.com

Attn: Lindsay Shierman, Managing Director