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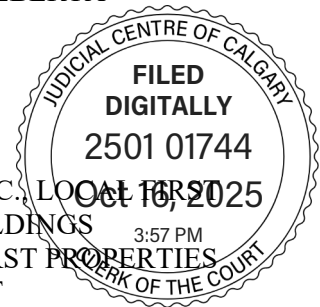
CALGARY

APPLICANT

ATB FINANCIAL

RESPONDENTS

LOCAL FIRST MEDIA GROUP INC., LOCAL FIRST PROPERTIES INC., BTC USA HOLDINGS MANAGEMENT INC., LOCAL FIRST PROPERTIES USA INC., ALASKA BROADCAST COMMUNICATIONS, INC., BROADCAST 2 PODCAST, INC, and FRONTIER MEDIA LLC



DOCUMENT

FIRST REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF LOCAL FIRST MEDIA GROUP INC., LOCAL FIRST PROPERTIES INC., BTC USA HOLDINGS MANAGEMENT INC., LOCAL FIRST PROPERTIES USA INC., ALASKA BROADCAST COMMUNICATIONS, INC., BROADCAST 2 PODCAST, INC, and FRONTIER MEDIA LLC

October 16, 2025

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
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FIRST REPORT OF THE RECEIVER

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INTRODUCTION

1. On February 21, 2025 (the “**Date of Appointment**”), FTI Consulting Canada Inc. was appointed as receiver (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties (the “**Property**”) of Local First Media Group Inc. (“**Local First Media**”), Local First Properties Inc. (“**Local First Properties**” and together with Local First Media, collectively “**Local First**”), BTC USA Holdings Management Inc. (“**BTC USA**”), Local First Properties USA Inc. (“**Local First USA**”), Alaska Broadcast Communications, Inc. (“**Alaska Broadcast**”), Broadcast 2 Podcast, Inc. (“**B2P**”), and Frontier Media LLC (“**Frontier Media**”, collectively, with Local First, the “**Debtors**”), pursuant to an Order of the Honourable Justice M. J. Lema (the “**Receivership Order**”).
2. The Receivership Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property, manage, operate and carry on the business of the Debtors, to market any or all of the Property including advertising and soliciting offers to purchase the Property, and to make such arrangements or agreements as deemed necessary by the Receiver.
3. On May 13, 2025, the Receiver filed a Notice of Chapter 15 Proceeding for each of the Debtors in the United States Bankruptcy Court in the Eastern District of Texas, Texarkana Division. On July 8, 2025, the motion seeking recognition of a foreign main proceeding, of a foreign representative and relief under Chapter 15 of the Bankruptcy Code, was granted (the “**U.S. Recognition Order**”).
4. The Receiver’s reports and other publicly available information in respect of these Receivership Proceedings will be posted on the Receiver’s website at <https://cfcanada.fticonsulting.com/LocalFirst/> (the “**Receiver’s Website**”).

5. The purpose of this report (“**First Report**” or this “**Report**”) is to provide this Honourable Court with:
- (a) The background of the Debtors and Property and the underlying operations;
 - (b) A summary of the activities of the Receiver since the Date of Appointment;
 - (c) The Receiver’s summary statement of receipts and disbursements from the Date of Appointment to October 10, 2025;
 - (d) A summary of the proposed stalking horse asset purchase agreement (the “**Stalking Horse APA**”) for certain radio related assets and operations (as defined below) located in Alaska as between the Receiver and Alaska First Media Inc. (the “**Stalking Horse Bidder**”);
 - (e) The details of the proposed sale process (the “**Sale Process**”) to be launched by the Receiver to market-test the Stalking Horse APA and solicit interest in other Property of the Debtors. The procedures for the Sale Process provide details outlining timelines and participation requirements for interested parties to participate in the process and are attached as Appendix “**A**”;
 - (f) An update on the marketing of the real estate property located at 3161 Channel Drive (“**3161 Channel Drive**”), Juneau, Alaska; and
 - (g) An update on proceedings in the United States and the filing for Chapter 15 protection under the U.S. Bankruptcy Code (the “**Chapter 15 Proceedings**”).
6. The Receiver is requesting the this Honourable Court approve the Sale Process and Stalking Horse APA.

TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Debtors' books and records and discussions with various parties with knowledge of the Debtors' business and operations (collectively, the **"Information"**).
8. Except as described in this First Report:
 - (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) The Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
9. Future-oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
10. The Receiver has prepared this First Report in connection with the Receiver's Application that is to be heard on October 23, 2025. This First Report should not be relied on for other purposes.

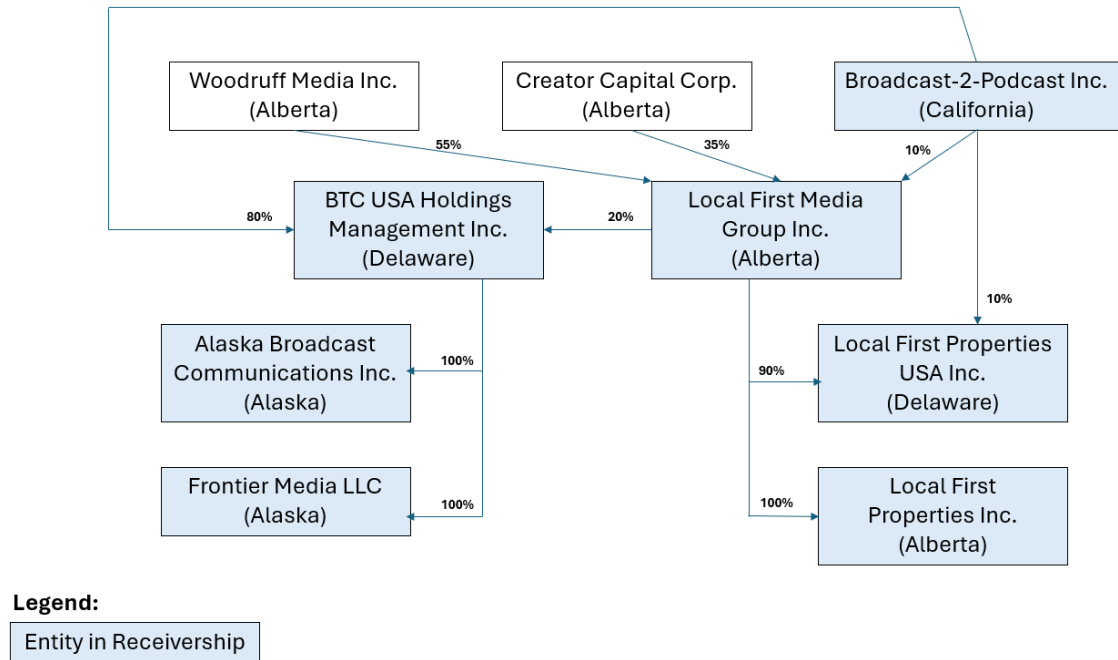
11. Information and advice described in this First Report that has been provided to the Receiver by its legal counsel, Norton Rose Fulbright Canada LLP (the “**Receiver’s Counsel**”) and Norton Rose Fulbright US LLP as legal counsel in the United States (“**Receiver’s U.S. Counsel**”), was provided to assist the Receiver in considering its course of action. It is not intended as legal or other advice to, and may not be relied upon by, any other person.
12. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND

Business, Assets and Liabilities of the Debtors

13. The Debtors are a group of Canadian and United States based companies operating radio stations in the United States. Collectively, the Debtors own the radio stations, the associated equipment and other personal property required to operate the radio stations, and certain real property. The real property includes assets specifically used to support radio station operations, as well as a commercial building located in Juneau, Alaska (3161 Channel Drive) that is leased, in part, to third parties.

14. The organizational chart for the Debtors is illustrated below:



15. Local First Media and Local First Properties are both incorporated in Alberta and are the main borrowers of the Secured Creditor as defined further below. They do not have direct ongoing operations.
16. Local First USA is incorporated under the laws of the state of Delaware and owns eight properties located across Alaska, Texas and Arkansas as summarized in the table below. The properties are a mix of office buildings and cell tower sites, some of which are currently occupied by 3rd party tenants (collectively, the “**Real Estate Properties**”).

Address	City	State	Land Size (Acres)	Property Description
3161 Channel Drive	Juneau	Alaska	1.69	Building Complex (with Cell Tower)
3890 North Douglas Highway	Juneau	Alaska	0.51	Cell Tower Site
611 Lake Street	Sitka	Alaska	0.57	Building and Cell Tower Site
526 Stedman Street	Ketchikan	Alaska	0.56	Building
615 Olive Street	Texarkana	Texas	0.20	Building Complex (with Cell Tower)
Brown Drive	Wake Village	Texas	7.69	Cell Tower Site
107 DeLoach Street	Texarkana	Texas	9.56	Cell Tower Site
3335 Highway 355 S	McNab	Arkansas	20.00	Cell Tower Site

17. BTC USA, incorporated under the laws of Delaware, Alaska Broadcast, incorporated under the laws of Alaska, and Frontier Media, incorporated under the laws of the state of Alaska, own and operate the radio stations and related Federal Communications Commission Licenses (the “**FCC Licenses**”).
18. Frontier Media is considered the operational entity of the Debtors. Operations are split between Alaska and Texas with 6 operating radio stations in Juneau, Alaska; 2 in Ketchikan, Alaska; 2 in Sitka, Alaska; (collectively, the “**Alaska Radio Stations**”) and 7 in Texarkana, Texas (the “**Texas Radio Stations**”, and collectively with the Alaska Radio Stations, the “**Radio Stations**”).
19. For the 8-month period ended August 31, 2025, operating revenue for the Alaska Radio Stations and Texas Radio Stations were approximately US \$1.3 million and US \$499,500, respectively. As of the date of this First Report, the Alaska Radio Stations had 11 employees and 7 contractors and the Texas Radio Stations had 5 employees and 15 contractors.
20. As at December 31, 2024, the date of the most recent (unaudited) Frontier Media financial statements, Frontier Media had total assets with a book value of approximately US \$1.0 million as summarized below¹.

(a) Cash and cash equivalents of US \$46,400;

¹ the Receiver notes that the book values do account for the value of the Real Estate Properties owned by the Debtors, as discussed below:

- (b) Trade and other receivables of US \$752,500; and
 - (c) Property, plant and equipment of US \$208,100.
21. The Real Estate Properties are owned by Local First USA for which financial statements were not prepared or provided to the Receiver. However, management provided the Receiver with a land asset / property valuation report for the Real Estate Properties (dated October 22, 2024), indicating an estimated real property value of US \$6.7 million
22. At the Appointment Date, the Debtors owed approximately US \$8.2 million plus accrued interest and legal costs to ATB Financial (“**ATB**” or the “**Secured Creditor**”), the creditor holding security on the Debtors’ Property.
23. As at the Appointment Date, the Debtors reported approximately US \$5.6 million owed to unsecured creditors, the majority of which are located in the United States.
24. The Receiver has instructed Receiver’s Counsel to conduct an independent review of the validity and enforceability of the security held by ATB over the Property and will report on the results of this review once complete.

RECEIVER’S ACTIVITIES

Custody and Control

25. On the Date of Appointment, the Receiver advised management of the Debtors that the Receivership Order had been granted and the Receiver was therefore entitled to take possession of the Debtors’ Property in accordance with the terms of the Receivership Order.
26. Given the widespread geographical nature of the Debtors, the Receiver held virtual meetings with:

- (a) Cliff Dumas (“**Mr. Dumas**”), Managing Partner of Frontier Media (located in Juneau, Alaska), to discuss the operations of the Radio Stations, the FCC Licenses, and the ownership of the Real Estate Properties of the Debtors; and
 - (b) Bryan Woodruff (“**Mr. Woodruff**”), Managing Partner of Local First (located in Edmonton, Alberta), to discuss the operations of Local First and the ownership of the Real Estate Properties.
- 27. During the discussions with Mr. Dumas, concerns were raised over the Receiver taking “control” over the Radio Stations. Mr. Dumas raised concerns that the Receiver, being a Canadian entity, could not exercise control over the Debtors’ FCC Licenses, and if this control was taken, it could jeopardize the validity of the FCC Licenses due to “foreign ownership”. The operations of both the Alaska Radio Stations and Texas Radio Stations would not be possible without the FCC Licenses.
- 28. The Receiver, in consultation with the Receiver’s U.S. Counsel and engagement with FCC licensing experts, contemplated the risks of the Receiver stepping into the shoes of management and operating the Radio Stations in the United States. Ultimately, it was decided the best course of action was to keep the current management of the Radio Stations in place to ensure no risk of impacting the validity of the Debtors’ FCC Licenses, and ultimately, the operations of the Radio Stations. The concern was that the going-concern value of the Radio Stations was tied directly to the FCC Licenses and the continued operations.

29. Although unconventional in a receivership proceeding, the Receiver, in consultation with the Receiver's Counsel, the Receiver's U.S. Counsel and the Secured Creditor, agreed that the best path forward for maintaining operations and preserving value to the stakeholders was to protect the validity of the FCC Licenses and maintain the operations on a going concern basis. Accordingly, although the Receivership Order provides that the Receiver may, but is not obligated to, operate the Debtors' business, the Receiver opted to not to take control of the operations of the Radio Stations nor control the FCC Licenses. As such, the day-to-day operations remain under the oversight of Mr. Dumas and his management team.
30. In order to avoid operational issues, Mr. Dumas and the Receiver reached an arrangement to allow for the continued operations of the Radio Stations whereby Mr. Dumas continued to operate and maintain control of the broadcasting operations of all the Radio Stations with the assistance of Mr. Col Taylor, who oversees the Texas Radio Stations.
31. Pursuant to the Receivership Order, the Receiver has obtained control of the Debtors' Canadian bank accounts with ATB and has provided instruction to freeze secondary Canadian bank accounts opened with the Bank of Montreal (the "**BMO Accounts**"). Since the Date of Appointment, the Receiver has opened its own receivership accounts. However, the operations of the Radio Stations, and related bank accounts in the United States, have been maintained by Mr. Dumas, as required to maintain control of the operations as discussed above.
32. The Receiver has received summary reporting from Mr. Dumas relating to the Radio Stations' operations including financial statements, listing of unpaid suppliers, aged accounts receivable ledgers and monthly operating results. Certain of this information was also compiled to be used in conjunction with the Sale Process discussed below.

Real Estate Properties

33. As discussed above, certain of the Real Estate Properties are used directly by the Radio Stations' operations including providing office space and cell tower sites.
34. 3161 Channel Drive is a commercial complex that has third party leases and also acts as the main office for the Alaska Radio Stations.
35. Three other Real Estate Properties are tied to the operations of the Alaska Radio Stations (the "**Alaska Stations' Real Estate**") and include the following properties, all located in Alaska:
 - (a) 3890 North Douglas Highway, a cell tower;
 - (b) 611 Lake Street (small building and cell tower); and
 - (c) 526 Stedman Street.
36. Four of the Real Estate Properties are tied to the operations of the Texas Radio Stations (the "**Texas Stations' Real Estate**") and include the following:
 - (a) 615 Olive Street, Texarkana, Texas (main office building with cell tower);
 - (b) Brown Drive, Wake Village, Texas (cell tower site);
 - (c) 107 DeLoach Street, Texarkana, Texas (cell tower site); and
 - (d) 3335 Highway, McNab, Arkansas (cell tower site).
37. The following properties have third party rental arrangements, and through discussions with Mr. Dumas and Mr. Woodruff, the Receiver was notified of various lease agreements in place including:

- (a) current tenants occupying 3161 Channel Drive; and
 - (b) various tower rentals.
38. The Receiver has contacted the third parties who are leasing property from the Debtors and made arrangements for continued payments. The approximate monthly third-party rental amounts are US \$20,600.
39. The Receiver was made aware of certain lease payment disputes related to a lease with GCI Communication Corp (“GCI”), a main tenant of 3161 Channel Drive. GCI notified the Receiver of pre-filing disputes with Debtors leading to withheld rent payments (the “**Withheld Rent**”) pending confirmation of the correct legal entity within the Debtors’ organization to which the payments were to be made.
40. The Receiver understands that, for the period of December 2024 to June 2025, GCI had been paying monthly rent into a trust account. The Receiver understands that GCI was instructed by Mr. Woodruff (former management of the Debtors) to issue payment for the Withheld Rent to Local First Properties Inc.
41. On June 11, 2025, unknown to the Receiver at the time, GCI mailed a cheque to Mr. Woodruff for the Withheld Rent in the amount of US \$73,598. This cheque was deposited into the BMO Accounts on June 16, 2025, and fully withdrawn by Mr. Woodruff by July 28, 2025. Mr. Woodruff notified the Receiver that these amounts were used to pay salary arrears owing to himself prior to the Receivership and such payment was made without the approval of the Receiver. Mr. Woodruff has not been retained by the Receiver and has not been involved in any day-to-day operations since the Date of Appointment.
42. The Receiver is continuing discussions with Mr. Woodruff on the events surrounding the instructions to GCI to pay the Withheld Rent to the BMO Accounts, the subsequent payments from the BMO Accounts and the pre-filing salary arrears and will provide this Court with an update at a later date.

43. The Receiver requested that GCI remit monthly rent payments for the building and ground leases be paid directly to the Receiver's bank account and can confirm that ground lease payments for the period of December 2024 to October 2025 and building lease payments for July through October 2025 have been remitted directly to the Receiver.

Insurance

44. The Receiver confirmed that insurance was in place for the Debtors' Property and operations which was in place until April, 2026. In preparing this Report, it was determined that certain insurance coverage had lapsed pre-maturely for non-payment. The Receiver is finalizing terms of supplemental insurance to ensure that the operations of the Radio Stations and Real Estate Properties are sufficiently covered.

Statutory Notices

45. As all operations are ongoing in the United States, excluding the Secured Creditor, the majority of trade creditors are located in the United States. Accordingly, the Receiver notes that as part of the Chapter 15 Proceedings, all known creditors were provided with notice of the Receiver's appointment and the Chapter 15 Proceedings.
46. Stretto was engaged by the Receiver to provide notice to all known creditors. Stretto mailed the Chapter 15 Proceedings materials to all known creditors and have posted the materials to their case site at <https://cases.stretto.com/LocalFirstMedia>.
47. The materials were mailed to 171 known creditors, 10 of which were Canadian creditors.

48. In addition to the notice of the Chapter 15 Proceedings sent by Stretto, the Receiver has since mailed the notice and statement of receiver in accordance with subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* to the Superintendent of Bankruptcy and to all known creditors of the Debtors.

Website and Receiver Contacts

49. The Receiver established a website at <https://cfcanada.fticonsulting.com/LocalFirst/default.htm> where it will post periodic updates on the progress of the Receivership Proceedings, along with copies of court orders, motion materials and reports filed in connection with these Receivership Proceedings and the Receiver's contact information to facilitate stakeholder inquiries.

US Proceedings and Chapter 15 Filing

50. On April 3, 2025, the Receiver engaged the Receiver's U.S. Counsel to provide legal services with respect to the preparation, filing and prosecution of a petition for recognition of a foreign proceeding pursuant to Chapter 15 of Title 11 of the United States Bankruptcy Code (the "**Recognition Proceeding**"), including requests for the United States Courts to recognize the Receivership Proceedings as a foreign main proceeding and to afford authority and powers available under the United States Bankruptcy Code to the Receiver to carry out its duties in the Receivership Proceedings and to assist in the facilitation of the completion of the Sale Process, which involves significant assets and operations in the United States.
51. The Recognition Proceeding was filed in the United States Bankruptcy Court for the Eastern District of Texas, Texarkana Division. On July 8, 2025 the Recognition Order was granted.

52. Prior to the Recognition Proceedings, considerable negotiations and discussions were held with Mr. Dumas regarding the effect of the Receivership Proceedings on the FCC Licenses and Radio Stations operations. Accordingly, certain delays were experienced in obtaining the U.S. Recognition Order. Ultimately, an agreement was reached, as discussed above, that the operations would remain under the control of Mr. Dumas with the assistance of Mr. Taylor, and the U.S. Recognition Order was obtained without objection on July 8, 2025.
53. The Receiver is requesting certain relief from this Court, including approval of the Sale Process and the Stalking Horse APA (as discussed below). Following the completion of the Sale Process, the Receiver will take appropriate steps to seek recognition of any subsequent approval and vesting order in the Chapter 15 Proceedings.

SUMMARY OF RECEIPTS AND DISBURSEMENTS

54. As the day-to-day operations of the Radio Stations are under the control of Mr. Dumas and Mr. Taylor, the operational receipts and disbursements are not included in the below summary of the Receivers bank accounts. The Receiver has requested weekly cash flow forecasts for the Radio Stations and has been working with management to monitor unpaid trade payables and confirm post-filing payments are being made in normal course.

55. The receipts and disbursements of the Receiver's bank accounts from the Date of Appointment to October 10, 2025 are summarized as follows, which exclude the operations of the Radio Stations:

Schedule of Receipts and Disbursements	
As at October 10, 2025	
<i>(CAD 000's)</i>	
Receipts	
Opening Cash	\$ -
Rent	67,655
Total Receipts	67,655
Disbursements	
Payroll	(42,302)
Professional Fees & Sales Agent	(27,818)
Bank Charges & FX	(12)
Total Disbursements	(70,132)
Net Cash on Hand, before Financing	(2,477)
Net Receiver's Advances	91,967
Ending Cash on Hand, after Financing	\$89,490

- (a) Rent – building and ground lease payments from tenants at 3161 Channel Drive;
- (b) Payroll – advance to Frontier Media to cover payroll costs relating to operations of the Radio Stations;
- (c) Professional Fees & Sales Agent – retainers for the Receiver's U.S. Legal Counsel and Realtor Fees;
- (d) Bank Charges & FX – relates to banking fees and foreign exchange on account transfers (CAD to USD accounts); and
- (e) Net Receiver's Advances – advances from the Secured Creditor.
56. As at October 10, 2025, the Receiver held \$89,490 in cash on hand.

57. The Radio Stations have continued operations in the normal course on almost break-even basis. While not in control of the operations or banking accounts, based on information provided, the Receiver understands that trade and operating payables are being paid in the normal course with approximately \$40,000 remaining payable at this time.

SALE PROCESS AND STALKING HORSE APA

Sale Process Background

58. The Receiver is preparing to launch the Sale Process and seeks approval of the Sale Process and procedures from this Court as well as the Stalking Horse APA (as discussed below).
59. The Receiver has been working with management in order to prepare for launching the Sale Process, including the following:
- (a) Reviewing marketing material that had previously been prepared by a third-party and updating for current information;
 - (b) Analyzing the industry trends and preparing a valuation of the Radio Stations and the Real Estate Properties;
 - (c) Identifying potential bidders;
 - (d) Discussing with management and the Secured Creditor as to an appropriate and reasonable set of procedures to market and sell the Property of the Debtors that would seek to maximize value; and
 - (e) Updating financial and other data to be populated in the virtual data room (the “**VDR**”).

60. As part of the Sale Process (the Sale Process procedures are attached as Appendix “A”), the Receiver intends to market and sell all of the radio station assets and real property related to the Radio Stations, excluding 3161 Channel Drive (real property located in Juneau, Alaska). 3161 Channel Drive is currently listed for sale (as discussed below).
61. The Sale Process includes the operations of the Radio Stations and the related real estate comprising the Alaska Stations’ Real Estate and the Texas Stations’ Real Estate.

The Stalking Horse APA

62. In preparation of the sales process for the Property of the Debtors, the Receiver consulted with Mr. Dumas on marketing materials and maximizing recoveries to the stakeholders. Following these discussions, Mr. Dumas, through his company, Alaska First Media Inc. (“**Alaska First**”), elected to put forward a pre-emptive offer with respect to the Alaska Radio Stations, including the Alaska FCC Licenses and Alaska Stations’ Real Estate. After further discussions between the Receiver and the Secured Creditor, the offer resulted in the Stalking Horse APA.
63. The key economic details of the Stalking Horse APA are summarized below (the executed Stalking Horse APA is attached as Appendix “B”):
- (a) On October 16, 2025, the Stalking Horse APA was executed between the Receiver and Alaska First in the amount of US \$1,280,798 (the “**Purchase Price**”) for the Alaska Radio Stations and the Alaska Stations’ Real Estate. A non-refundable good faith deposit of US \$15,000 has been provided to the Receiver upon signing of the Stalking Horse APA;

- (b) The Purchase Price is based on an analysis of the radio station listenership, operational performance and underlying real estate values. However, the Sales Process will allow the Receiver to market-test the Stalking Horse APA to ensure the value of the assets is being optimized;
- (c) The Stalking Horse APA contemplates a 1.5% breakup fee (the “**Breakup Fee**”), payable to the Stalking Horse Bidder should the Stalking Horse APA not be the successful bid in the Sale Process. The eligibility of the Breakup Fee is contingent upon the Stalking Horse Bidder providing to the Receiver, on or before October 22, 2205, proof of available and sufficient funds to consummate the Stalking Horse APA. The Breakup Fee is lower than industry standards and the Receiver believes it is reasonable in the circumstance as it will keep Mr. Dumas engaged in running and maintaining the operations during the Sale Process, which the Receiver believes is critical to maximizing value of the business;
- (d) The Stalking Horse Bidder will assume the working capital of Alaska Radio Stations (i.e., aged accounts receivable outstanding for 30 days or less);
- (e) The Stalking Horse Bidder shall assume and become responsible for all liabilities and obligations of the Alaska Radio Stations arising out of the operations of these assets that were incurred on or after the date of the U.S. Recognition Order; and
- (f) The employees tied to the Alaska Radio Stations and the respective employee liabilities accrued since the date of the Receivership are to be assumed by the Stalking Horse Bidder.

Sale Process

64. The Sale Process contemplates a single phase, six (6) week timeline from formal launch on October 27, 2025 to the date required for submitting binding bids. The Sale Process contemplates seeking bids for the operations of the Radio Stations (Alaska Radio Stations and Texas Radio Stations) along with the related Alaska Stations' Real Estate and the Texas Stations' Real Estate. Offers received for the Alaska Radio Stations (and Alaska Stations' Real Estate) would be compared as against the terms of the Stalking Horse APA.
65. The following summarizes the timeline for the major milestones contemplated in the Sale Process:
- (a) October 27, 2025 – formally launch the Sale Process, send out an e-mail blast to potential interested parties, post and advertise teaser, and open VDR. The teaser and procedures to be posted to the Receiver's website;
 - (b) In order to participate in the Sale Process, each potential bidder must deliver to the Receiver an executed confidentiality agreement in form and substance satisfactory to the Receiver at which time the potential bidder shall be deemed to be a qualified bidder ("**Qualified Bidder**") and be provided access to the VDR;
 - (c) A copy of the Stalking Horse APA would be provided to Qualified Bidders to assess offers relating to those assets;
 - (d) October 28, 2025 to December 5, 2025 – the Receiver will field questions from interested parties, facilitate management presentations and work with Qualified Bidders towards submitting binding bids;

- (e) December 9, 2025 (12:00 p.m. MST) – binding bid deadline to submit binding offers with deposit (refer to Sale Process procedures at **Appendix “A”** for details defining requirements to be deemed a “Binding Bid”);
- (f) December 2025 – the Receiver, in consultation with the Secured Creditor, will assess the Binding Bids received. A winning bid or bids will be selected and the Receiver will seek Court approval to close the transaction(s);
- (g) Specifically, with respect to the Stalking Horse APA:
 - i. Any party wishing to make an offer for the Alaska Radio Stations or Alaska Stations’ Real Estate are required to submit a Binding Bid exceeding the Stalking Horse APA by no less than US \$100,000 inclusive of the 1.5% breakup fee (a “**Qualified Alaska Bid**”);
 - ii. If any Qualified Alaska Bids are received, the Receiver will conduct an auction on December 15, 2025 (the “**Alaska Assets Auction**”) to determine the highest or best bid (the “**Successful Alaska Assets Bid**”); and
 - iii. In the event that no Qualified Alaska Bids, other than the Stalking Horse APA, are received, there will be no auction and the Stalking Horse APA will be deemed to be the Successful Alaska Assets Bid;
- (h) With respect to the Texas Radio Stations and Texas Stations’ Real Estate assets, where multiple Binding Bids are received and the Receiver determines, in consultation with the Secured Creditor, that an auction would be beneficial to the Sale Process, an auction will be held on December 15, 2025 (the “**Texas Assets Auction**”) to determine the highest or best bid (the “**Successful Texas Assets Bid**”); and

- (i) If multiple Binding Bids are received on all the Radio Stations and related real estate assets, and the Receiver determines, in consultation with the Secured Creditor, that an auction would be beneficial to the Sale Process, an auction will be held on December 15, 2025 to determine the highest or best bid.
- 66. The Receiver believes that the Sale Process timeline is sufficient to fully market the assets and/or operations of the Debtors and will provide an opportunity to market-test the Stalking Horse APA. The Receiver notes that while the non-refundable deposit is modest, Mr. Dumas is committed to the process as evidenced by his continuing to support in overseeing the operations of the Radio Stations.

Marketing and Advertising

- 67. The Sale Process procedures contemplate that, as soon as reasonably practicable after the approval of the Sale Process, the Receiver would:
 - (a) Post the teaser and Sale Process to the Receiver's website;
 - (b) Post advertisements on the following media outlets:
 - i. Insolvency Insider;
 - ii. Juneau Empire; and
 - iii. Texarkana Gazette; and
 - (c) Establish a VDR for Qualified Bidders containing confidential information concerning the Property, including, but not limited to, financial and operational information, details of the Real Estate Properties and details of the Radio Stations.

3161 CHANNEL DRIVE LISTING

68. On May 20, 2025, the Receiver, with consent from the Secured Creditor, entered into a listing agreement with REAL Broker Alaska & Real Broker LLC (the “**Realtor**”) to list the 3161 Channel Drive property. The Realtor is locally based in Juneau and has extensive experience and expertise in the local market.
69. The Receiver selected the Realtor as they had previously been engaged by the Debtors to market and sell 3161 Channel Drive. The Receiver has been working with the Realtor to provide diligence about the property (current tenants and lease agreements in place) and to review any inbound offers. Furthermore, the Receiver has an independent third-party appraisal which is being used to evaluate offers.
70. Given the substantial exposure to the market and the engagement of a broker with local experience and expertise, the Receiver is satisfied that the Realtor is qualified to sell 3161 Channel Drive. The Receiver intends to further report to this Court and seek required Court approval once an acceptable transaction is obtained on 3161 Channel Drive.

RECEIVER’S SUMMARY COMMENTS AND RECOMMENDATIONS


71. The Debtors’ operations are a unique business in that they comprise the operations of local radio stations in remote locations. Furthermore, the operations have an added layer of complexity with the FCC Licenses and the ability to continue operating such assets. As noted above, without the FCC Licenses or support of current management of the Radio Stations, continuing on a going concern or obtaining any going concern value would not be possible.
72. The Receiver believes that the Stalking Horse APA allows certainty of continued operations with the bid being market-tested. Furthermore, the Sale Process will also market the Texas Radio Stations to seek offers on a going concern basis. A

going concern transaction would preserve over 38 employees and contract staff for the Radio Stations, many of which are in small markets.

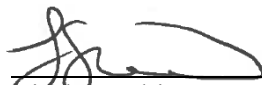
73. The Receiver notes that the purchase price set in the Stalking Horse APA was based on negotiations between Mr. Dumas and the Receiver and was based on a review of current operations and a valuation of the underlying real estate that is included in the Stalking Horse APA. The purchase price is based on current financial information and comparable data, and the Receiver also notes that the Stalking Horse APA will be market-tested.
74. The Receiver respectfully requests that this Honourable Court grant the approval of the Stalking Horse APA and the Sale Process.

All of which is respectfully submitted this 16th day of October 2025.

FTI Consulting Canada Inc.,
in its capacity as receiver and manager of
Local First Media Group Inc., Local First
Properties Inc., BTC USA Holdings
Management Inc., Local First Properties
USA Inc., Alaska Broadcast
Communications, Inc., Broadcast 2
Podcast, Inc., and Frontier Media LLC,
and not in its personal or corporate
capacity



Deryck Helkaa
Senior Managing Director



Lindsay Shierman
Managing Director

Appendix “A”

Sale Process

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
<u>Alaska:</u> If no Qualified Bids are received other than the Stalking Horse Bid, selection of Stalking Horse Bid as the Successful Bid as Successful Bidder <u>Texas:</u> 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

Appendix “B”

Stalking Horse APA

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is dated October 16, 2025 is by and between Alaska First Media Inc., an Alaska corporation (“**Buyer**”) and FTI Consulting Canada Inc., a Canadian corporation (“**FTI**”), solely in its capacity as court-appointed receiver for BTC USA Holdings Management, Inc., a Delaware corporation (“**BTC**”), Frontier Media LLC, an Alaska limited liability company (“**Frontier**”), and Alaska Broadcast Communications Inc., an Alaska corporation (“**ABC**”) (BTC, Frontier, and ABC, collectively, “**Sellers**”) and not in FTI’s personal or corporate capacity.

BACKGROUND

A. BTC, Frontier, and ABC hold certain assets and licenses issued by the Federal Communications Commission (“**FCC**”) used in the operation of certain radio broadcast stations located in Alaska (collectively, the “**Alaska Stations**”) identified on Schedule 1.1 attached hereto.

B. BTC, Frontier, and ABC are Guarantors to certain loan documents with ATB Financial, a financial institution in Alberta, Canada (“**ATB**”).

C. On February 10, 2025 (the “**Receivership Date**”), ATB filed an *Application for Receivership and a Bench Brief Of the Applicant In Support Of the Receivership Application* (the “**Receivership Application**”) with the Court of King’s Bench Of Alberta, Calgary Judicial Centre (the “**Canadian Court**”), where it was assigned Court File no. 2501-01744 (the “**Canadian Proceeding**”) seeking a receivership order under Canadian law over BTC, Frontier, and ABC.

D. On February 26, 2025, the Hon. Justice M.J. Lema filed a receivership order (the “**Receivership Order**”) in the Canadian Proceeding. The Receivership Order appointed FTI as a receiver over BTC, Frontier, and ABC.

E. On May 13, 2025, FTI filed petitions to commence cases under Chapter 15 of Title 11 of the United States Code (the “**Bankruptcy Code**”) with respect to BTC, Frontier, and ABC and seek entry of an order (“**US Recognition Order**”) from the United States Bankruptcy Court (“**US Bankruptcy Court**”) for the Eastern District of Texas under File Nos. 25-50050, 25-50052, and 25-50053 (the “**US Proceeding**”) that (1) recognizes the Receiver as a “foreign representative” as defined in the Bankruptcy Code, (2) recognizes the Canadian Proceeding as a “foreign main proceeding” or “foreign nonmain proceeding,” and (3) grants comity to the Receivership Order.

F. On or about June 30, 2025, Buyer’s principal, Cliff Dumas (“**Dumas**”), entered into a Letter of Intent with FTI for the purchase and sale of the Alaska Stations, including the Alaska FCC Licenses (defined below).

F. On July 8, 2025 (the “**Recognition Date**”), Hon. Brenda Rhoades issued the US Recognition Order.

G. Buyer and Sellers intend to effectuate the transactions contemplated by this Agreement through a sale of the Alaska Assets (defined below) free and clear of all liens, claims and encumbrances (other than the Assumed Liabilities and Alaska Employment-Related Liabilities set forth in Section 3) pursuant to sections 105, 363, and 365 of the Bankruptcy Code.

H. Buyer and Sellers want to enter into this Agreement to sell all right, title, and ownership of the Alaska Assets, subject to the prior consent of the Canadian Court, the US Bankruptcy Court and the FCC.

NOW THEREFORE, in consideration of the mutual covenants agreed herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Transfer of Alaska Assets.** Subject to the approval of (i) the Canadian Court, the US Bankruptcy Court and the FCC and (ii) the terms and conditions set forth below and in reliance upon the closing (“**Closing**”), Sellers will sell, assign, transfer and deliver to Buyer and Buyer shall purchase from Sellers the following assets free and clear of all liens, pledges, mortgages, security interests, debts, claims, and encumbrances of any kind or nature (other than the Assumed Liabilities and Alaska Employment-Related Liabilities set forth in Section 3) (the “**Alaska Assets**”):

1.1. **Licenses.** All licenses, construction permits, and authorizations issued by the FCC for the operation of the Alaska Stations, together with all auxiliary licenses for studio transmitter links and remote pick-ups used or useful in the operation of the Alaska Stations (“**Alaska FCC Licenses**”), along with any other municipal, state and federal licenses or franchises which are transferable or assignable, which are used or useful exclusively in the operation of or in connection with the operation of the Alaska Stations, as listed on Schedule 1.1 attached hereto.

1.2. **Real Property.** The real property used or held for use in the operation of the Alaska Stations (including any appurtenant easements and improvements located thereon), as listed on Schedule 1.2 attached hereto (the “**Alaska Real Property**”).

1.3. **Tangible Personal Property.** All equipment, electrical devices, antennas, cables, transmitters, transmission lines, studio building, towers, hardware, tools, spare parts, computers, telephones, servers, and other tangible personal property of every kind and description owned by Sellers and used or useful in the operation of the Alaska Stations, except for the Excluded Assets (as defined below), together with any replacements thereof and additions made thereto between the date of signing this Agreement and the Closing Date (the “**Personal Property**”).

1.4. **Records.** All files, records, books of account, data, software, logs relating to the Alaska Stations, including, without limitation, the Alaska Stations’ public inspection files, filings with the FCC related to the Station, invoices, statements, technical information and engineering data relating to the Alaska Stations’ facilities, and copies of all written contracts to be assigned hereunder, if any.

1.5. **Call Letters.** All right, title, and interest of the Sellers in and to the use of the call letters of the Alaska Stations and associated programs and logos (the “**Call Letters**”).

1.6. **Assumed Contracts.** Sellers shall assume and assign to Buyer, at Closing, those contracts which Buyer has expressly agreed to assume, if any (“**Assumed Contracts**”), which are set forth on Schedule 1.6 attached hereto. Buyer will not assume any contract not listed on Schedule 1.6. Buyer shall pay any cure amounts required to have the Assumed Contracts assumed and assigned to Buyer.

1.7. **Accounts Receivable.** Sellers shall assign to Buyer, at Closing, all right, title, and interest in Seller’s accounts receivable outstanding for 30 days or less generated with respect to the operation of the Alaska Stations (the “**Acquired Receivables**”).

1.8. **Intellectual Property.** Seller’s rights in and to the Alaska Stations’ trademarks, trade names, service marks, copyrights, transferable software licenses, domain names, websites, social media accounts and profiles, and other intangible rights, owned or licensed and used or held for use by Sellers exclusively or primarily in the operation of the Alaska Stations, and all goodwill associated with the foregoing, including those identified in Schedule 1.8 (the “**Intellectual Property**”).

1.9. **Excluded Assets.** The Alaska Assets to be transferred hereunder shall not include any and all property not specifically included within the definition of Alaska Assets, including but not limited to any items detailed on Schedule 1.9 and any all liabilities with respect thereto, all of which shall remain the property of the Sellers.

2. **Purchase Price.**

2.1. **Purchase Price.** Subject to the approval of the Canadian Court and the US Bankruptcy Court, the purchase price of the Alaska Assets shall be \$1,280,797.59 (“**Purchase Price**”), which is comprised of (i) \$380,797.59 for the Alaska Stations and the Alaska Assets; and (ii) \$900,000.00 for the Alaska Real Property. Upon signing this Agreement, Buyer shall pay to FTI a non-refundable good faith deposit in the amount of \$15,000.00 (the “**Deposit**”).

As used herein, a “**Bidding Procedures Order**” means an order of the Canadian Court approving, among other things, (i) a comprehensive marketing and sale process to be conducted through the Canadian Proceeding of all or substantially all of the Sellers’ assets, including the Alaska Assets, (ii) sale solicitation procedures to solicit interest in, and opportunities for, a sale of all, or substantially all, of the Sellers’ assets, including the Alaska Assets, and (iii) this Agreement and the Bid Protections set forth in this Agreement.

2.2. **Allocation of Purchase Price.** Buyer and Sellers shall mutually agree on the allocation of the Purchase Price (and any other amounts properly taken into account in the amount realized by Sellers or the cost-basis of Buyer) among the Alaska Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), and the Treasury regulations promulgated thereunder (the “**Purchase Price Allocation Schedule**”) with such allocations to be

agreed upon prior to the Closing Date. Buyer and Sellers shall report, act, and file tax returns in all respect and for all purposes consistent with the Purchase Price Allocation Schedule. Neither Buyer nor Sellers shall take any position that is inconsistent with the Purchase Price Allocation Schedule unless required to do so by GAAP or by a final determination of a governmental authority of competent jurisdiction.

2.3. Breakup Fee. In addition to any other terms and conditions provided for in the Sale Order (as defined below), if (a) one or more Sellers do not sell the Alaska Assets to Buyer, (b) one or more Sellers receives from a third party a Competing Bid (as defined in Section 7.5) to purchase the Alaska Assets, (c) such transaction is consummated despite the Buyer's readiness, willingness, and ability to consummate the transaction contemplated by this Agreement, and (d) this Agreement is terminated in accordance with the provisions of Section 4.4, then Sellers shall pay to the Buyer a breakup fee in an amount of 1.5% of the purchase price of the Competing Bid (the "**Breakup Fee**") as liquidated damages.

As used herein, a "**Sale Order**" means an order of the US Bankruptcy Court approving the transactions contemplated by this Agreement, which shall be reasonably acceptable in form and substance to Buyer and the Sellers, which, among other things, (i) approves the transactions and the terms and conditions of this Agreement; (ii) find that notice of the hearing concerning approval of this Agreement and of the transactions contemplated by this Agreement was given in accordance with applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, and constitutes such notice as is appropriate under the particular circumstances, (iii) finds that the Buyer is a "good faith" purchaser entitled to the protections afforded by Section 363(m) of the Bankruptcy Code, (iv) provides that the transactions contemplated by this Agreement are not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code, (v) provides for the vesting of the Alaska Assets in the Buyer, free and clear of all liens, claims, and encumbrances (other than the Assumed Liabilities and Alaska Employment-Related Liabilities set forth in Section 3), and (vi) assumes and assigns to Buyer, at Closing, the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code.

2.4. Sellers' Acknowledgement of Breakup Fee as Allowable Administrative Expense. Sellers acknowledge that the inclusion of this Section in the Agreement is a condition precedent to Buyer's signing of this Agreement and is necessary to ensure that the Buyer will continue to pursue the proposed acquisition of the Alaska Assets. Sellers acknowledge that the Breakup Fee, if payable hereunder, (a) constitute actual and necessary costs and expenses of preserving the Sellers' estate, within the meaning of section 503(b) of the Bankruptcy Code, (b) are of substantial benefit to the Sellers' estate by, among other things, establishing a bid standard or minimum for other potential purchases of the Alaska Assets and placing estate property in a sales configuration mode attracting other potential purchases, (c) are reasonable and appropriate, and (d) were negotiated by the parties at arm's length and in good faith. The parties agree that Buyer's losses would be difficult to quantify and that the Breakup Fee is a reasonable measure and best estimate of the Buyer's damages resulting therefrom.

2.5. Buyer's Acknowledgments Regarding Breakup Fee. The Buyer acknowledges and agrees that as a condition to the effectiveness of this Agreement, Buyer shall deliver to Seller, on

or before October 22, 2025, reasonably satisfactory written evidence of the Buyer's ability to consummate the transactions contemplated hereby, including without limitation, proof of available and sufficient funds (in the form of bank statements, commitment letters from lenders, or other documentation reasonably acceptable to Seller) ("**Proof of Funds**"). Failure to timely provide such proof shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event that Buyer fails to provide the required Proof of Funds in accordance with this Section 2.5 within the required timeframe, Buyer shall forfeit any right to receive the Breakup Fee, or any other termination-related compensation that might otherwise be payable to Buyer under this Agreement. Seller's obligations with respect to such payments shall be deemed null and void.

2.6. Tax Withholding. The Buyer and any other applicable withholding agent shall be entitled to deduct and withhold from the Purchase Price any taxes or other amounts required under the Tax Code to be deducted and withheld. Any amounts that are so deducted or withheld shall be treated as having been paid to the party in respect of which such deduction and withholding was made.

3. Assumed and Retained Liabilities.

3.1. Assumed Liabilities. Buyer shall assume and become responsible for all liabilities and obligations of Seller arising out of or relating to Seller's ownership of the Alaska Assets or operation of the Alaska Stations on or after the Recognition Date, other than (a) any performance obligation arising out of, related to, in the nature of, or caused by (I) any default, failure to perform, breach of contract, or breach of warranty by Seller(s) occurring or arising prior to the Closing Date or (II) liabilities arising a result of Seller(s) consummation of the transactions contemplated by this Agreement, and (b) any liability, claim or obligation under the Assumed Contracts, which shall be governed by the last sentence of this Section 3.1 (the "**Assumed Liabilities**"). The Assumed Liabilities include, without limitation, (i) any liability, claim or obligation, contingent or otherwise, of or against Buyer arising out of the business or operation of the Alaska Stations or the Alaska Assets accruing on or after the Recognition Date; (ii) any liability or obligation for any federal, state, or local income or other taxes and federal, state or local taxes attributable to the Alaska Stations operations or Alaska Assets accruing on or after the Recognition Date; (iii) any liability or obligation with respect to the Alaska Assets accruing on or after the Recognition Date; (iv) any liability or obligation of Sellers arising out of any litigation, proceeding or claim by any person or entity relating to the business or operation of the Alaska Stations accruing on or after the Recognition Date, whether or not such litigation, proceeding, or claim is pending, threatened or asserted prior to, on, or after the Closing Date; and (v) frequency discounts, rebates or allowances to advertisers (or their agencies) which are based on broadcasts after the Recognition Date. Buyer will only be responsible for liabilities, claims or obligations associated with the Assumed Contracts that accrue from and after the Closing Date.

3.2. Alaska Employment-Related Liabilities. Buyer shall assume and become responsible for all liabilities and obligations of Seller arising out of or relating to the employment of Seller's employees and contractors in Alaska on or after the Receivership Date (the "**Alaska Employment-Related Liabilities**"), including, without limitation, all liabilities for wages, salaries, bonuses, vacation pay, severance obligations, employee benefit plan contributions, workers' compensation,

unemployment insurance, payroll taxes, and any claims or causes of action relating to employment or termination of employment (including any termination of employment contemplated by this Agreement).

3.3. Retained Liabilities. Save and except for the Alaska Employment-Related Liabilities assumed by Buyer as set forth in Section 3.2, all liabilities and obligations of Seller arising out of or relating to Seller's ownership of the Alaska Assets or operation of the Alaska Stations prior to the Recognition Date shall remain and be the obligations of the Sellers (the "**Retained Liabilities**"). The Retained Liabilities include, but are not limited to, (a) any liability, claim or obligation, contingent or otherwise, of or against Buyer arising out of the business or operation of the Alaska Stations or the Alaska Assets accruing prior to the Recognition Date; (b) any liability or obligation under any contracts not specifically assumed by Buyer under the terms of this Agreement or relating to a breach prior to the Closing Date under any such contracts; (c) any liability or obligation for any federal, state, or local income or other taxes and federal, state or local taxes attributable to the operation of the Alaska Stations or Alaska Assets accruing prior to the Recognition Date; (d) any liability or obligation with respect to the Excluded Assets; (e) any liability or obligation of Seller arising out of or relating to the employment of Seller's employees and contractors accruing prior to the Receivership Date; (f) any liability or obligation of Sellers arising out of any litigation, proceeding or claim by any person or entity relating to the business or operation of the Alaska Stations accruing prior to the Recognition Date, whether or not such litigation, proceeding, or claim is pending, threatened or asserted prior to, on, or after the Closing Date; and (h) frequency discounts, rebates or allowances to advertisers (or their agencies) which are based on broadcasts prior to the Recognition Date.

4. Closing; Termination.

4.1. Closing. The closing of the transactions contemplated under this Agreement (the "**Closing**") shall occur virtually no later than the third (3rd) business day following the day on which (a) all of the conditions to each party's obligations hereunder have been satisfied or waived, including that the FCC Consent has been granted and become a Final Order, unless the parties each waive the Final Order provision, and (b) the Sale Order Effective Date has occurred, or at such other date as the parties may agree (the "**Closing Date**"). As used herein, "**Sale Order Effective Date**" means the first day on which the Sale Order has been entered and is not subject to any stay of effectiveness, whether such stay is prescribed by Bankruptcy Rule 6004(h), Bankruptcy Rule 6006(d), or any court order.

4.2. Closing Transactions. Subject to the terms and conditions set forth in this Agreement, following the signing of this Agreement and simultaneously with the Closing:

(a) To effect the sale and transfer, Sellers shall execute and deliver or cause to be executed and delivered to Buyer:

(i) a Bill of Sale, in the form of **Exhibit A** attached hereto, conveying all of each Seller's right, title, and interest in and to the Alaska Assets;

(ii) an Assignment of Assumed Contracts, in the form of **Exhibit B** attached hereto, to the extent necessary to assign the Assumed Contracts included in the Alaska Assets;

(iii) an intellectual property assignment agreement, in the form of **Exhibit C** attached hereto, conveying Sellers' right, title, and interest in and to the Intellectual Property together with such further assignment or instruments as may be reasonably be required by the Buyer in connection therewith.

(iv) a Quit-Claim Deed for each parcel of Alaska Real Property, in the form of **Exhibit D** attached hereto.

(v) an assignment of Alaska FCC Licenses.

(b) Sellers shall have terminated, conditionally upon the Closing (with a termination date as of the Closing), all of the employees and contractors that previously worked for the Alaska Stations. The Buyer shall have the right, but not the obligation, to hire any or all of the employees or contractors that previously performed work for the Alaska Stations. For the avoidance of doubt, Sellers shall not terminate any employee prior to Closing except for cause in the ordinary course of its business.

(c) The Buyer shall deliver by wire transfer of immediately available good funds the portion of the Purchase Price payable to the Sellers on the Closing Date to the bank account(s) specified in writing by the Sellers.

4.3. Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an exhibit hereto, such document(s) shall be in form and substance, and shall be signed and delivered in a manner, reasonably satisfactory to the Buyer and the Sellers.

4.4. Termination of this Agreement. Subject to the liquidated damages provisions set forth in Section 2.4, this Agreement may be terminated at any time prior to the Closing upon any one or more of the following:

(a) by the mutual written agreement of the parties;

(b) by any party upon written notice from the terminating party to the non-terminating party(ies) if any law or order becomes final and effective that prohibits or makes illegal the consummation of the transactions contemplated by this Agreement;

(c) by the Buyer upon written notice from the Buyer to the Sellers if (i) the Seller(s) shall have breached or failed to perform in any material respect any of its or their representations, warranties, covenants, or other agreements contained in this Agreement (a "**Breach**"), or (ii) all of the conditions to the obligations of the Buyer have been satisfied or waived and the Seller or Sellers nevertheless refuse or fail to consummate the transactions contemplated in this Agreement.

5. Sellers' Representations and Warranties.

5.1. Representations and Warranties of Sellers. *The Sale of the Alaska Assets is made “As Is, Where Is, and With All Faults” and, except for the express warranties set forth in this Agreement, Sellers make no representations or warranties of any kind, express or implied, at law or in equity, including, without limitation, any warranties of merchantability, fitness for a particular purpose, non-infringement, title, condition, suitability, or any other warranty arising by statute, usage of trade, course of dealing, or otherwise. Buyer acknowledges that it has had full opportunity to inspect the Alaska Assets, is relying solely on its own investigation and judgment, and has not relied on any representation or warranty by Sellers or their agents, except as expressly set forth herein. Sellers disclaim any obligation or liability for any oral or written information made available to Buyer in connection with the transaction that is not expressly set forth in this Agreement.*

5.2. Authority. Each Seller has full legal right, power, and authority to enter into this Agreement and to perform its obligations hereunder, subject to authorization from the Canadian Court and the entry of the Sale Order by the US Bankruptcy Court. This Agreement and the documents contemplated hereby have been duly signed and delivered by each Seller and, subject to authorization from the Canadian Court and the entry of the Sale Order by the US Bankruptcy Court, are a valid and binding agreement of each Seller, enforceable in accordance with its terms.

6. Buyer’s Representations and Warranties. The Buyer hereby represents and warrants to the Sellers as follows, which representations and warranties are true and correct as of the date hereof:

6.1. Buyer’s Qualifications. Buyer knows of no fact or circumstance which would, under the Communications Act of 1934, as amended, or the rules, regulations, and policies of the FCC, disqualify or preclude Buyer from being approved as an assignee of the Alaska FCC Licenses. If Buyer becomes aware of any such fact or circumstance, it will promptly inform Sellers. Buyer will then use its best efforts to remove any such disqualification or preclusion. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification. There are no facts which, under the Communications Act of 1934, as amended, or the rules, regulations and policies of the FCC, which to Buyer’s actual knowledge without investigation, would delay the consummation of the transactions contemplated by this Agreement. Buyer has no reason to believe that the FCC Applications contemplated by this Agreement might be challenged by any governmental agency or third party or might not be granted by the FCC in ordinary due course. To Buyer’s knowledge, there are no proceedings, complaints, notices of forfeiture, claims, or investigations pending or threatened against Buyer or any principal, officer, director, or owner of Buyer that would materially impair the qualification of Buyer to assume the Alaska FCC Licenses or which would materially impede Buyer’s ability to prosecute the FCC Application or seek the grant of the FCC Consent.

6.2. Incorporation of Buyer. Buyer is duly incorporated, validly existing and in good standing under the laws of Alaska.

6.3. Authority of Buyer. Except for FCC approval for the transfer of Alaska FCC Licenses, Buyer has the power and authority to enter into this Agreement and each agreement, document, and instrument to be signed and delivered by the Buyer pursuant to this Agreement and to carry out the transactions contemplated thereunder. The signing, delivery, and performance of this Agreement and all other instruments signed and delivered hereunder have been duly authorized by all necessary corporate action of and no other action on Buyer's part is required in connection therewith. This Agreement and each instrument signed and delivered by Buyer pursuant to this Agreement will constitute a valid and binding obligation of the Buyer enforceable against Buyer in accordance with its terms.

6.4. Sufficiency of Funds. As of the Closing Date, Buyer holds funds in available, unencumbered cash in an amount sufficient to pay the Purchase Price upon the Closing. Buyer's obligations under this Agreement are not contingent upon its ability to obtain financing. Immediately following the Closing, Buyer will be solvent and able to pay its debts as they become due.

6.5. Investigations. Buyer has (a) made such investigations of the Sellers and the Alaska Stations as Buyer deems appropriate for determining whether to enter into this Agreement, (b) has had access to such financial and other information about Sellers and the Alaska Stations as Buyer has reasonably requested, and (c) has had a reasonable opportunity to ask questions of and receive answers from Sellers' officers concerning the assets, liabilities, business, financial condition, and operation of the Alaska Stations.

7. Pre-Closing Covenants.

7.1. Further Assurances. Upon the terms and subject to the conditions contained herein, the parties hereto shall, both prior to and after Closing, (a) use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary proper or advisable to consummate and make effective the transactions contemplated by this Agreement, (b) sign any documents of any kind that may be reasonable necessary or advisable to carry out any of the transactions contemplated hereunder, and (c) cooperate with each other in connection with the foregoing.

7.2. Implementing Agreement. The parties will use their best efforts in good faith to perform and fulfill all conditions and obligations to be fulfilled or performed by them hereunder, to the end that the transactions contemplated hereby will be fully and timely consummated, including, without limitation, cooperation with requirements related to the FCC process for assigning or transferring the Alaska FCC Licenses from Sellers to Buyer.

7.3. Consents and Approvals. The parties will use their reasonable best efforts to obtain all necessary consents and approvals to the performance of their respective obligations under this Agreement and the transactions contemplated hereby. The parties will make all filings, applications, statements and reports to all governmental authorities which are required to be made prior to the Closing Date pursuant to any applicable statute, rule or regulation in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the

foregoing, Buyer and Sellers will promptly cooperate to file applications with the FCC (“**FCC Applications**”) requesting consent to the assignment of the Alaska FCC Licenses to Buyer from Sellers and for the consummation of the transaction contemplated by this Agreement (“**FCC Consent**”).

7.4. FCC Applications. The assignment of the Alaska FCC Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC. Within 14 days of Buyer being approved by the Canadian Court as the successful purchaser for the Alaska Assets, Buyer and Sellers shall file the requisite FCC Form 2100, Schedule 314 Assignment of License Applications with the FCC or other applicable documents. Sellers and Buyer shall thereafter prosecute the FCC Applications with all commercially reasonable diligence and otherwise use commercially reasonable efforts to obtain the FCC Consent as expeditiously as practicable. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, and shall furnish all information required by the FCC.

Buyer and Sellers shall each pay their own costs in connection with the preparation of the FCC Applications and in connection with the prosecution of such application. The FCC filings fees shall be paid by Sellers and fifty (50%) of the fees shall be reimbursed by Buyer as a Closing adjustment.

7.5. Conduct of Station Business. Except as otherwise contemplated by the terms of this Agreement, as consented to by the Buyer in writing, or to the extent permitted or required by an order of the US Bankruptcy Court, Sellers shall continue to operate the Alaska Stations between the date of this Agreement and the Closing Date in the ordinary course of business consistent with past practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules, and orders. Sellers shall maintain the Alaska FCC Licenses in full force and timely file and prosecute any necessary applications for renewal of the Alaska FCC Licenses, timely file all reports required to be filed with the FCC, and timely pay when due all annual regulatory fees with respect to the Alaska FCC Licenses. Without limiting the generality of the foregoing obligations, each Seller shall also:

- (a) Use all reasonable efforts to protect, maintain in good operating condition and repair (excluding normal wear and tear) and preserve its ownership of the Alaska Assets;
- (b) Not enter into, materially modify, or terminate any contracts, except in the ordinary course of business;
- (c) Not sell, assign, transfer, convey, lease, mortgage, pledge, or otherwise dispose of or encumber any of the Alaska Assets, except in the ordinary course of business;
- (d) Use all reasonable efforts to preserve the goodwill of all suppliers, customers, account debtors, and others having business relations with the Alaska Stations, and use commercially reasonable efforts to keep existing insurance policies covering the Alaska Assets in place until Closing;

(e) Give Buyer prompt written notice of any material adverse effect on any Seller or Station.

7.6. **Control.** Buyer shall not control, supervise, or direct the operation of the Alaska Stations prior to Closing. In accordance with the Communications Act and the FCC rules, such operations, including complete control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Sellers until the Closing.

7.7. **Sale Order.** Sellers shall file a motion with the US Bankruptcy Court seeking a hearing before the US Bankruptcy Court to approve this Agreement and seeking the entry of the Sale Order. Sellers shall thereafter use good faith and commercially reasonable efforts to obtain the US Bankruptcy Court's entry of the Sale Order approving the consummation of the transaction contemplated hereunder. Sellers and Buyer acknowledge that (i) this Agreement and the sale of the Alaska Assets are subject to approval of the Canadian Court and the US Bankruptcy Court; (ii) to obtain such approval, Sellers have filed a motion whereby Sellers seek entry of the Bidding Procedures Order; (iii) the Sellers must demonstrate that they have taken reasonable steps to obtain the highest and otherwise best offer possible for the Alaska Assets; and (iv) such demonstration must include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties.

7.8. **Bid Protections.** Any Bidding Procedure Motion filed with the Canadian Court or the US Bankruptcy Court will be subject to the following Bid Protections: (a) any initial overbid (each, a "**Competing Transaction**") (i) must exceed the Purchase Price by at least \$25,000 (the "**Minimum Overbid Increment**") and (ii) must provide for payment in full of the Breakup Fee of Buyer upon Closing of the Competing Transaction; (b) subsequent bids must be in increments of at least \$25,000; (c) Buyer shall have the right, but not the obligation, to exceed any higher or better bid as set forth in a Competing Transaction. Sellers shall promptly provide Buyer with written notice of the terms and conditions of any Competing Transaction, including the identity of the competing bidder, the proposed purchase price, and other material terms.

8. **Conditions to Parties' Obligations.** The obligations of the parties to consummate the transactions contemplated hereby are subject, in the reasonable discretion of Buyer or Sellers, as the case may be, to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in writing by the party granting the waiver:

8.1. **Representations, Warranties, and Covenants.** All representations and warranties of Buyer or Sellers, as the case may be, contained in this Agreement shall be true and correct in all material respects as of the Closing Date and all obligations have been performed as contemplated hereunder.

8.2. **No Action or Court Orders.** No action by any governmental authority or other person shall have been instituted or threatened that questions the validity or legality of the transactions contemplated hereby and that could reasonably be expected to materially damage Buyer or Sellers, as the case may be, if the transactions contemplated hereunder are consummated. There shall not

be any laws or court order that makes the purchase and sale of the Alaska Assets contemplated hereby illegal or otherwise prohibited.

8.3. Sale Order; Authorizations. The Sale Order shall have been entered by the US Bankruptcy Court and shall not be subject to a stay pending appeal. Except for approval for the transfer of Alaska FCC Licenses, no other authorization, license, or approval required under applicable law for the parties to consummate the transactions contemplated by this Agreement.

8.4. Material Adverse Effect. No material adverse effect has occurred and is continuing on Buyer or the Sellers.

8.5. FCC Consent. The FCC Consent has been issued by FCC staff grant and become a Final Order, unless waived by Buyer. For purposes of this Agreement, the term “**Final Order**” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

9. Post-Closing Obligations.

9.1. Consents to Assignment. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or benefit arising thereunder or resulting therefrom if an attempted assignment without the consent of any third party would constitute a default or in any way materially adversely affect the rights or obligations of Buyer. Sellers will use commercially reasonable efforts to obtain the consent of other parties for the assignment to Buyer.

9.2. Books and Records. Each party shall cooperate with and make available to the other party, upon reasonable advance written notice and during normal business hours, all books and records, information and employees that are necessary or useful in connection with any tax inquiry, audit, investigation, dispute or any other matter requiring any such books and records, information or employees for any reasonable business purpose. Notwithstanding the foregoing, neither party shall be obligated to take any action against the advice of its own counsel.

9.3. Tax Matters. Each party shall (i) provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any tax return, audit, or other examination by any taxing authority or other governmental authority relating to liability for taxes; (ii) retain and provide the other with any records or other information that may be relevant to such return, audit, examination, proceeding, or determination, and (iii) provide the other with any final determination of any such audit, examination, proceeding, or determination that affects any amount to be shown on any return of the other for any taxable period. Buyer and Sellers shall be responsible for 50% of any and all transfer, documentary, stamp, sales, use, and other such taxes

and fees (including penalties and interest) (“**Transfer Taxes**”) incurred in connection with the transactions contemplated by this Agreement.

9.4. **Liabilities.** Following the Closing, Buyer shall pay or perform, or cause to be paid or performed, when due all of the Assumed Liabilities and Alaska Employment-Related Liabilities and shall hold the Sellers harmless from and against the same.

10. **Miscellaneous Provisions.**

10.1. **Fees and Expenses.** Except as otherwise specified in this Agreement, regardless of whether the Closing takes place, each party shall bear its own legal, accounting, out-of-pocket and other expenses incurred in connection with this Agreement and to any action taken by such party in preparing and negotiating this Agreement.

10.2. **Governing Law; Attorneys’ Fees.** This Agreement (including any claim or controversy out of this Agreement) shall be construed, performed, and enforced in accordance with the laws of the State of Texas.

10.3. **Exclusive Jurisdiction.** The US Bankruptcy Court shall have sole and exclusive jurisdiction of all matters arising out of and related to this Agreement and the transactions contemplated hereby until a Sale Order is issued.

10.4. **Notices.** Any notice, requests, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have given (a) on the date received if sent by e-mail prior to 5:00 pm Juneau time on a business day, and on the next business day if sent by e-mail after such time, or (b) if sent by a nationally recognized courier service guaranteeing overnight delivery, on the next business day. All notices to a party will be sent to the addresses set forth below or to such other addresses or person as such party may designate by notice to each other party hereunder:

To FTI:

FTI Consulting Canada Inc.
1610, 520 – 5th Ave S.W.
Calgary, AB T2P 3R7 Canada
Attention: Deryck Helkaa
Email: Deryck.helkaa@fticonsulting.com

With copies (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
Attention: Kristian Gluck
Email: Kristian.gluck@nortonrosefulbright.com

To Sellers:

BTC USA Holdings Management, Inc.

Frontier Media LLC

Alaska Broadcast Communications Inc.

c/o FTI Consulting Canada Inc.
1610, 520 – 5th Ave S.W.
Calgary, AB T2P 3R7 Canada
Attention: Deryck Helkaa
Email: Deryck.helkaa@fticonsulting.com

With copies (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
Attention: Kristian Gluck
Email: Kristian.gluck@nortonrosefulbright.com

To Buyer:

Alaska First Media, Inc.
2628 John Street
Juneau Alaska, 99801
Attention: Cliff Dumas
Email: cdumas@frontiermediausa.com

With copies (which shall not constitute notice) to:

Mirsky Corporate Advisors
901 Dove Street, Ste. 120
Newport Beach, CA 92660
Attention:
Email: smirsky@mirskycorporateadvisors.com

Any notice given hereunder may be given on behalf of any party by its counsel or other authorized representative. Any reference to “business day” in this Agreement means any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in Juneau, Alaska.

10.5. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

10.6. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words “including” and “include” and other words of similar import will be deemed to be followed by the phrase “without limitation” where such phrase does not appear.

10.7. **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other party and of the US Bankruptcy Court. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding

the foregoing, the Buyer may, with prior written notice to the Sellers, assign this Agreement and any or all rights, interests, or obligations hereunder to an affiliate of Buyer. Upon any such permitted assignment, the references in this Agreement to Buyer shall refer to such assignee unless the context otherwise requires.

10.8. **Captions and Plural.** The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the singular in reference to a party hereto shall be deemed to include the plural, as the context may require.

10.9. **Modification; Waiver.** No amendment or modification shall be effective unless it is in writing signed by all parties. No waiver shall be effective unless it is in writing by the party granting the waiver. A waiver for one occasion shall not be effective for another occasion.

10.10. **Force Majeure.** No liability shall result to either party from any delay in performance or from non-performance (other than non-payment) caused by circumstances beyond the reasonable control of such party, including, without limitation, acts of God, acts of terrorism, or violence, fire, flood, explosion, war, tariffs, action or request of governmental authority, accident, labor trouble, or shortage, inability to obtain material, power, equipment or transportation, or any other circumstances of a similar or different nature beyond such party's reasonable control.

10.11. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

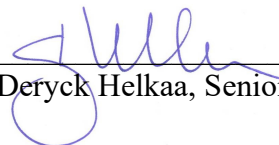
10.12. **Entire Agreement.** This Agreement, including the exhibits and schedules thereto, reflects the entire agreement of the parties with respect to the purchase of the Alaska Assets and supersedes all previous written or oral negotiations, commitments, and writing to the extent they relate to the subject matter hereof.

[Signature Page to Follow]

The parties hereto have caused this Asset Purchase Agreement to be duly signed by their authorized representatives as of the date and year indicated in the introductory clause.

FTI:

FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for Sellers, and not in its personal
or corporate capacity

By: 
Deryck Helkaa, Senior Managing Director

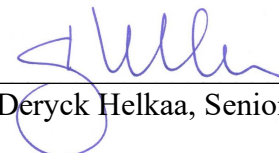
SELLERS:

BTC USA Holdings Management, Inc.,
a Delaware corporation

Frontier Media, LLC,
an Alaska limited liability company

Alaska Broadcast Communications Inc.,
an Alaska corporation

By FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for Sellers, and not in its personal
or corporate capacity

By: 
Deryck Helkaa, Senior Managing Director

BUYER:

Alaska First Media Inc.,
an Alaska corporation

By: 
Cliff Dumas, CEO

Schedule 1.1
(Alaska FCC Licenses)

Station FCC Licenses

Facility ID	Call Sign	City	State	Service	Licensee
777	K280ED	HOONAH	AK	FX	BTC USA Holdings Management Inc.
820	KSUP	JUNEAU	AK	FM	BTC USA Holdings Management Inc.
821	K280DX	ANGOON	AK	FX	BTC USA Holdings Management Inc.
822	K300AB	JUNEAU	AK	FX	BTC USA Holdings Management Inc.
823	KINY	JUNEAU	AK	AM	BTC USA Holdings Management Inc.
824	K272FV	SITKA	AK	FX	BTC USA Holdings Management Inc.
82616	K279AF	HAINES & SKAGWAY	AK	FX	BTC USA Holdings Management Inc.
137761	K284AM	SKAGWAY	AK	FX	BTC USA Holdings Management Inc.
161171	KXXJ	JUNEAU	AK	AM	BTC USA Holdings Management Inc.
202194	K235DA	JUNEAU	AK	FX	BTC USA Holdings Management Inc.
202195	K227DP	JUNEAU	AK	FX	BTC USA Holdings Management Inc.
788	KTKN	KETCHIKA N	AK	AM	Alaska Broadcast Communications, Inc.
789	KGTW	KETCHIKA N	AK	FM	Alaska Broadcast Communications, Inc.
790	K248AI	KETCHIKA N	AK	FX	Alaska Broadcast Communications, Inc.
791	K258AD	CRAIG	AK	FX	Alaska Broadcast Communications, Inc.
32949	K278GE	JUNEAU	AK	FX	Alaska Broadcast Communications, Inc.
32950	KTKU	JUNEAU	AK	FM	Alaska Broadcast Communications, Inc.
60516	KIFW	SITKA	AK	AM	Alaska Broadcast Communications, Inc.
60517	KSBZ	SITKA	AK	FM	Alaska Broadcast Communications, Inc.
61235	KJNO	JUNEAU	AK	AM	Alaska Broadcast Communications, Inc.
147853	K252EJ	WRANGEL L	AK	FX	Alaska Broadcast Communications, Inc.
202193	K248DQ	JUNEAU	AK	FX	Alaska Broadcast Communications, Inc.
202240	K227DQ	KETCHIKA N	AK	FX	Alaska Broadcast Communications, Inc.

Wireless FCC Licenses:

Call Sign	Facility ID	Community of License	File No.	Expiration Date
K280DX	821	Angeon, AK	0000160957	02/01/2030
K279AF	82616	Haines & Skagway, AK	0000160958	02/01/2030
K280ED	777	Hoonah, AK	0000160961	02/01/2030
K227DP	202195	Juneau, AK	0000160972	02/01/2030
K235DA	202194	Juneau, AK	0000160960	02/01/2030
K300AB	822	Juneau, AK	0000160948	02/01/2030
KINY	823	Juneau, AK	0000160956	02/01/2030
KSUP	820	Juneau, AK	0000160947	02/01/2030
KXXJ	161171	Juneau, AK	0000160971	02/01/2030
K272FV	824	Sitka, AK	0000161052	02/01/2030
K284AM	137761	Skagway, AK	0000160959	02/01/2030

Schedule 1.2
(Alaska Real Property)

Street Address	Legal Description
611 Lake St., Sitka, AK 99835	Lot 1, SITKA BROADCASTERS SUBDIVISION, according to the Plat thereof filed September 8, 1980 as Plat No. 80-6, Sitka Recording District, First Judicial District, State of Alaska
526 Stedman Street, Ketchikan, AK 99901	<p>Lot 7, Block 27, U.S. Survey 437, Ketchikan Recording District, First Judicial District, State of Alaska,</p> <p>EXCEPTING THEREFROM: The portion thereof conveyed to the State of Alaska by Warranty Deed recorded May 11, 1972 in Volume 41 of Deeds at Page 235</p> <p>AND</p> <p>That portion of Lot 6, Block 27, U.S. Survey 437, Ketchikan Recording District, First Judicial District, State of Alaska, described as follows:</p> <p>Beginning at a point 80 feet westerly along East Street from the southeast corner of Block 27, U.S. Survey 437, thence S.33°57'W 208.14 feet, thence N. 40°50' W. 66.10 feet, thence N. 19°15' W. 88.21 feet, thence N. 61 °20' E. 68.25 feet, thence N. 46°52' E. 24.40 feet, thence N. 33°57' E. 64.74 feet, thence S. 49°07' E. 99.50 feet to point of beginning.</p> <p>EXCEPTING THEREFROM: That portion thereof conveyed to John Danielson et ux by Quitclaim Deed recorded July 20, 1966 in Volume 26 of Deeds at Page 170</p>
3890 Douglas Highway, Juneau, AK 99801	Tract II, Subdivision of Fraction of U.S. Survey No. 1361, according to Plat No. 269, Juneau Recording District, First Judicial District, State of Alaska.

Schedule 1.6
(Assumed Contracts)

Seller	Counterparty	Agreement
Frontier Media LLC	AIIR systems (Playout One)	Station operating licensed software
Frontier Media LLC	Local Radio Networks	Music programming software
Frontier Media LLC	Radio Work Flow	CRM and billing system
Frontier Media LLC	Kraken Audio Network	Affiliate Partnership Agreement
Frontier Media LLC	ABC News Radio	License Agreement
Frontier Media LLC	Premier Networks	The Herd License Agreement
Frontier Media LLC	Seattle Seahawks Radio	Network Affiliate Agreement
Frontier Media LLC	High Mountain	Tower lease agreement (Ketchikan)
Frontier Media LLC	Tidelands	Lease (Douglas Tower)
Frontier Media LLC	Gray Media, Inc.	Tower License Agreement (3890 N. Douglas Highway, Juneau, AK)
Frontier Media LLC	Educational Media Foundation	Lease Agreement (3890 N. Douglas Highway, Juneau, AK)
Frontier Media LLC	Kantar Media/CMR	Space Use Agreement (3890 N. Douglas Highway, Juneau, AK)

Schedule 1.8
(Intellectual Property)

Marks

All brands associated with the Alaska Stations and associated programming.

Problem Corner

News of the North

Capital Chat

Southeast Sounds

Juneau Media Center

Ketchikan Media Center

Sitka Media Center

Copyrights

None

Domain names

www.kinyradio.com

www.taku105.com

www.mixfmalaska.com

www.kxjradio.com

www.kjnoradio.com

www.thehawkjuneau.com

www.gateway106.com

www.ktknketchikan.com

www.therockketchikan.com

www.mix103sitka.com

www.kifwsitka.com

Social Media

(all social media sites associated with station URLs)

Facebook

Instagram

Schedule 1.9
(Excluded Assets)

3161 Channel Drive, Juneau, AK 99801

All property located in the states of Arkansas and Texas

Exhibit A
Form of Bill of Sale

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, [Name of Seller] (“**Seller**”) does hereby transfer, sell, assign, convey, and deliver to Alaska First Media Inc. (“**Buyer**”), all right, title, and interest of the Seller in and to the Alaska Assets (as such term is defined in that certain Asset Purchase Agreement of even date herewith, by and between Buyer and Seller).

Seller hereby covenants and agrees that, at any time upon the written request of Buyer, Seller will do, sign, acknowledge, and deliver, or cause to be done, signed, acknowledged, and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, and assurances as may reasonably be required by Buyer to transfer, assign, convey, and deliver unto and vest in Buyer all rights, title, and interest of Seller in and to the Alaska Assets.

Seller has caused this Bill of Sale to be signed by its authorized representatives as of [date].

[Seller Entity]

a/an [State of Incorporation/Organization][Type of entity]

By FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for [Seller Entity], and not in its
personal or corporate capacity

By: _____

Exhibit B
Form of Assignment of Contracts

ASSIGNMENT OF CONTRACTS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, [Name of Seller] (“**Seller**”), does hereby transfer and assign to Alaska First Media Inc., an Alaskan corporation (“**Buyer**”), all right, title, and interest in and to each of the Assumed Contracts (as such term is defined in that certain Asset Purchase Agreement of even date herewith by and between Buyer and Seller (the “**Agreement**”), subject to Section 9.2 of the Agreement.

Each party shall sign and deliver, at the reasonable request of the other, such additional documents, instruments, conveyances and assurances and take all such further actions as such other party may reasonable request to carry out the provisions hereof and to give effect to the transactions contemplated by this Assignment of Contracts.

This Assignment of Contracts shall be governed by the laws of the State of Texas.

[Seller Entity]

a/an [State of Incorporation/Organization][Type of entity]

By FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for [Seller Entity], and not in its
personal or corporate capacity

By: _____

Alaska First Media Inc.,
an Alaska corporation

By: _____
Cliff Dumas, CEO

Exhibit C
Form of Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Assignment Agreement**”) is dated [date], 2025 (the “**Effective Date**”) by and between [Seller entity] (“**Assignor**”) and Alaska First Media, Inc., an Alaska corporation (“**Assignee**”).

The parties have signed that certain Asset Purchase Agreement dated [date] (the “**Purchase Agreement**”), whereby Assignor agreed to assign and transfer to Assignee the Intellectual Property (as such term is defined in the Purchase Agreement). All capitalized terms used in this Assignment Agreement that are not defined shall have the meaning assigned in the Purchase Agreement.

The parties hereby agree as follows:

1. **Assignment of Intellectual Property.** Assignor hereby sells, assigns, transfers, and conveys unto Assignee and/or its designees, all right, title, and interest, in and to the IP, including, without limitation, the Marks, Copyrights, and Domain Names (as defined below) as set forth in Schedule 1.4 of the Purchase Agreement, which Schedule is incorporated herein by reference.

2. **Trademarks.** Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designee, all right, title, and interest in and to all of the following, together with the goodwill of the business and products associated with and symbolized by the same (collectively, the “**Marks**”): all trademarks, service marks, logos, trade names, trade dress, logos, packaging design, slogans, registered and unregistered trademarks, service marks, and other marks of the Assignor, including all registrations and applications for registration, together with the goodwill of the business symbolized by the Marks, and all common law rights relating thereto, and any and all claims for past infringement therefor, including all rights as opponents in any opposition or cancellation proceeding.

3. **Copyrights.** Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designee, all right, title, and interest in and to all of the following (collectively, the “**Copyrights**”): all registered and unregistered copyrights in both published and unpublished works, including, without limitation, all curricula, program materials, compilation, software, databases, software (including, without limitation, source codes, executable code, data, databases, and related documentation), schematics, firmware, and technology, manuals, and other documents used in connection with the Alaska Stations, and computer programs, manuals, and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations, and combinations of the above, including any renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country, along with any and all claims for past infringement arising prior to the Effective Date.

4. **Domain Names.** Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designee, all right, title, and interest in and to all of the following (collectively, the “**Domain Names**”): all domain names of Assignor. Without limiting the foregoing, Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of Domain Names to Assignee. The Assignor agrees that it will not register or attempt to register any domain names after the Effective Date that include any of the Marks or Copyrights being assigned or any variations thereof.

5. **Further Assurances.** Each party shall deliver to the other such further information and documents and shall sign and deliver to the other such further instruments and agreements as the other party may reasonably request to consummate or confirm the transactions provided for in this Assignment Agreement. The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

The parties are signing this Assignment Agreement as of the Effective Date.

[Seller Entity]

a/an [State of Incorporation/Organization][Type of entity]

By FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for [Seller Entity], and not in its
personal or corporate capacity

By: _____

Alaska First Media Inc.,
an Alaska corporation

By: _____
Cliff Dumas, CEO

EXHIBIT D
Form of Quit-Claim Deed

QUITCLAIM DEED

STATE OF [STATE]

[GRANTOR NAME(S)], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE], hereinafter referred to as "Grantor," whether one or more, of the County of [COUNTY], State of [STATE], for and in consideration of [NUMBER IN WORDS] Dollars (\$[NUMBER]) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has Remised, Released, and Quitclaimed, and by these presents does Remise, Release, and Quitclaim to [GRANTEE NAME(S)], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE], hereinafter referred to as "Grantee," whether one or more, whose address is [GRANTEE(S) MAILING ADDRESS], all of Grantor's right, title, and interest in and to the following described real estate situated in [COUNTY], [STATE], to wit:

[LEGAL DESCRIPTION]

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest in and to the above described property and premises to Grantee and Grantee's heirs, successors, and assigns forever, so that neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the property or any part of it

Dated this _____ day of _____, 2025.

[Grantor]

a/an [State of Incorporation/Organization][Type of entity]

By FTI Consulting Canada Inc.,
solely in its capacity as court-appointed
receiver for [Seller Entity], and not in its
personal or corporate capacity

By: _____

[STATE OF [STATE]]

COUNTY OF [COUNTY]

Before me [OFFICER NAME AND TITLE], on this day personally appeared [GRANTOR NAME], known to me [or proved to me on the oath of [WITNESS NAME] or through [DESCRIBE IDENTITY CARD OR OTHER DOCUMENT] to be the person whose name is

subscribed to the foregoing instrument and acknowledged to me that such person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this [DAY] day of [MONTH], [YEAR].

[OFFICER NAME]
[OFFICER TITLE]

(Seal)

My commission expires on [DATE]