

Law Offices of
BAKER & HARRIS

Dwight E. Baker, of counsel
Jared M. Harris *
Jonathan W. Harris
* Also Admitted in Utah

266 W. BRIDGE STREET
BLACKFOOT, ID 83221
Telephone (208) 785-2310
Facsimile (208) 785-6749
E-Mail — jwharris@bakerharrislaw.com
Web — www.bakerharrislaw.com

November 3, 2020

VIA EMAIL ~ jrogers@luvaascobb.com

Jessica Rogers

Re: Watkins v. Richard O. Mecham et. al.
Bonneville County Case No. CV10-19-7165
BH File No. 1982

Dear Ms. Rogers:

I have been representing Carl Watkins for claims against Richard Mecham and Mr. Mecham's entities. We were able to reach a settlement agreement resolving the litigation. I have attached a signed copy of the settlement agreement. My understanding is that Carl now needs your assistance in getting FCC approval of transfer of radio station ownership.

Should you have any question or concern, please do not hesitate to contact me.

Yours very truly,

BAKER & HARRIS



Jonathan W. Harris

JWH/cb

cc: Carl Watkins

SETTLEMENT AND RELEASE OF CLAIMS AGREEMENT

This Settlement and Release of Claims Agreement (this "**Agreement**") is entered into by and between CARL WATKINS and LINDA WATKINS (collectively "**Watkins**") and RICHARD O. MECHAM; RICH BROADCASTING, LLC; RICH BROADCASTING IDAHO, LLC; AND RICH BROADCASTING LS, LLC (collectively "**Rich**"). Watkins and Rich are sometimes collectively referred to as "the **Parties**" and individually as "a **Party**."

RECITALS

A. Watkins and Rich entered into two separate lease agreements dated January 10, 2012 and July 17, 2012 for the use of Watkins translators located on Howard Mountain, Idaho (collectively the "**Leases**").

B. Watkins claims that Rich has not fully paid to Watkins all payments required under the Leases.

C. Watkins filed a complaint (the "**Complaint**") in the Seventh Judicial District Court of Bonneville County, State of Idaho (the "**Court**"), Case No. cv-10-197165 (the "**Litigation**") to recover amounts Watkins claims are owed to it by Rich under the Leases.

D. Watkins and Rich desire to resolve all of the disputes between them according to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties mutually agree as follows:

1. Conveyance for KWIK-AM from Rich to Watkins. Rich shall convey to Watkins the KWIK-AM station, free and clear of all liens and financial encumbrances, which includes the tower, the transmitter building, the transmitter and other related equipment. Such conveyance shall be initiated no later than three (3) days after execution of this Agreement and diligently pursued by Rich until completion. Rich will continue to own fee title to the real property located near Chubbuck, Bannock County, Idaho, upon which the KWIK-AM equipment is currently located, but shall lease said tower/transmitter space thereon (the "**Premises**") to Watkins for the rental amount of Ten Dollars (\$10.00) per month, commencing on the first day of the first calendar month following the conveyance of the station as set forth in this paragraph, and continuing for an initial term of five (5) years. Following the initial five-year lease term, the lease will automatically be renewed for a second five-year term; however, during said second five-year term, either Party may terminate the second term by giving written notice to the other Party at least 90 days prior to the scheduled termination. Upon termination of the Lease, Watkins shall have removed all of its property from the Premises. During the term of the Lease, Rich is entitled to use such portions of the Premises as will not interfere with Watkins radio station operations thereon. Watkins shall be responsible for and timely pay the electrical bill and all operating and maintenance expenses related to the KWIK translator directly to the service providers. A written Lease Agreement shall

be prepared and executed by both Parties consistent with the above terms and other standard lease provisions.

Rich will reasonably cooperate with Watkins' efforts to obtain FCC approval for Watkins to own and operate the KWIK-AM radio station. Rich acknowledges that FCC approval can take 90 days or more. Accordingly, Rich will allow Watkins to either operate the subject radio station in the interim, or (if that is not practical) to operate the KWIK-AM radio station pursuant to a Lease Management Agreement. The terms and conditions of such Lease Management Agreement shall be consistent with the terms and conditions of this Agreement.

2. Right of First Refusal. The Lease of the Premises shall include a right of first refusal exercisable by Watkins in the event that Rich decides to accept either (1) an offer from a third-party to purchase that parcel, or (2) a lease of the Premises following the termination of the Lease.

3. Prohibited Broadcasting. Watkins cannot broadcast any programming consisting of News/Talk, Hot AC, Classic Rock, or Country Format from any of the translators located on property leased from Rich as provided above. Rich will not broadcast any Mexican or Latin programming throughout the term of the Lease.

4. Satisfaction of Claims. Watkins shall accept Rich's conveyances, covenants and obligation undertaken above, as full and complete satisfaction of all amounts owing by Rich to Watkins related to the Leases, effective with the above-described conveyances and the execution of the leases.

5. Dismissal of Litigation. Within five (5) days following the last of the completion of the last of the actions set forth in paragraphs 1 through 3, above, but no later than _____, 2020, the Parties shall execute and file a Stipulated Motion to Dismiss Complaint, in the form attached hereto as Exhibit B, and a Proposed Order, in the form attached hereto as Exhibit C, in the Litigation file of the Court.

6. Mutual Release of Claims. As a material inducement for the Parties to enter into this Agreement and in consideration for the obligations of each Party set forth in this Agreement, each Party, for itself and for all persons or entities claiming by, through, or under it, hereby absolutely, irrevocably, completely and unconditionally releases and discharges the other Party and each of its respective parent companies, subsidiaries, affiliates, members and their respective shareholders, members, officers, directors, managers, employees, attorneys and all persons acting by, through, under or in concert with any of them of and from any and all claims, demands, charges, grievances, damages, debts, liabilities, accounts, costs, attorney's fees, expenses, liens, rights, and causes of action of every kind and nature whatsoever based on or in any way arising out of events or omissions occurring prior to the effective date of this Agreement including, but not limited to, the claims, counterclaims, affirmative defenses and causes of action asserted or that could have been asserted in the Litigation (hereinafter collectively referred to as "**Claims**") by either Party, whether now known or unknown, suspected or unsuspected.

7. Non-Disparagement. The Parties agree that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging

remarks, comments, or statements concerning each other or their respective businesses. Nothing in this Agreement shall, however, be deemed to prevent any Party from testifying fully and truthfully in response to a subpoena from any court or administrative agency or from responding to an investigative inquiry from any governmental agency.

8. Confidentiality of Agreement. The Parties agree that they (including their attorneys, agents and representatives) shall keep the fact of this Agreement, including its terms, strictly confidential, and the Parties promise that neither they nor their attorneys, agents or representatives shall disclose, either directly or indirectly, any information concerning the fact or terms of this Agreement to anyone, except that they may disclose this Agreement to their immediate family members and to their legal, financial and tax advisors as may be necessary for the rendition of professional services, each of whom must agree in writing to be bound by the terms of this Confidentiality provision and they may disclose this Agreement to the extent required by law, or in an action to enforce this Agreement or arising from the breach or alleged breach of this Agreement.

9. No Assignment of Claims. The Parties represent and warrant that they have not assigned or transferred, or attempted to assign or transfer, to any third party, any of the Claims waived and released herein.

10. No Admission of Liability. This Agreement does not constitute an admission of any fault, liability or wrongdoing by any of the Parties. The Parties specifically deny any liability to each other.

11. Legal Fees. In the event of litigation between the Parties to interpret or enforce the terms of this Agreement, the prevailing Party in such dispute will be entitled to its reasonable attorney fees, expert witness fees, paralegal fees, deposition transcription fees and other court costs. Neither Party shall be responsible for the legal fees, costs, or expenses of the other, if any, up through the date this Agreement is signed.

12. Entire Agreement. This Agreement supersedes and replaces all prior negotiations, proposed agreements, agreements or representations whether written or oral, between the Parties regarding the subject matter hereof.

13. Governing Law. The interpretation and enforcement of this Agreement will be governed by Idaho law, without regard to its internal choice of law rules that would cause the application of the laws of any other jurisdiction.

14. Submission to Jurisdiction. Each Party agrees that any legal action or other legal proceeding relating to the enforcement of this Agreement will be exclusively brought in the Sixth Judicial District Court of Bannock County, State of Idaho and the Parties consent to the exercise of jurisdiction by the Sixth Judicial District Court of Bannock County, State of Idaho over any action to interpret or enforce the terms of this Agreement.

15. Enforcement Remedies. The Parties further agree to, without limitation, declaratory, injunctive, and equitable relief without special additional procedural requirements or delay in the event such should become necessary to compel fulfillment of this Agreement.

16. Provisions Severable. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the Parties.

17. No Construction Against Drafter. The Parties each acknowledge that they have had the opportunity to consult an attorney regarding the drafting of this Agreement, that they each have participated in its drafting, and that no rule of construction providing that any ambiguity or uncertainty in an agreement is to be construed against the drafter thereof, will be employed in interpreting or enforcing the terms of this Agreement.

18. Free and Voluntary Execution. The Parties acknowledge and warrant that they have read carefully, agreed to, and understood the terms of this Agreement prior to signing it, and that they have executed it freely and voluntarily after investigating all relevant information and facts relating to the matters and events referred to above, and satisfying themselves that the settlement is fair and equitable to them. The Parties acknowledge that they have executed this Agreement without fraud, duress, or undue influence and that they are not relying on any representation, guaranty, warranty, or promise from the other Party in executing this Agreement other than those contained in this Agreement.

19. Authority. Each Party hereby represents and warrants that it has full authority, authorization, and capacity to execute this Agreement on its own behalf, and that based on its knowledge and observation every other Party likewise possesses full authority, authorization, and capacity to execute this Agreement, and that each and all of the Parties is estopped from asserting otherwise in any legal or arbitration proceeding. None of the Parties is aware of anyone else who needs to sign this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts and/or electronic counterparts, each of which when executed and delivered shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Agreement is binding only upon the complete and valid execution of all signatures of the Parties

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth below.

Richard O. Mecham
RICHARD O. MECHAM
Date: October 27 2020

RICH BROADCASTING, LLC

By: Richard O. Mecham
Its: Owner

Date: October 27, 2020

RICH BROADCASTING, IDAHO, LLC

By: Richard O. Mecham
Its: Owner

Date: October 27, 2020

RICH BROADCASTING, IDAHO LS, LLC

By: Richard O. Mecham
Its: Owner

Date: October 27, 2020



CARL WATKINS

Date: October 21, 2020



LINDA WATKINS

Date: October 21, 2020