

## **UNWIND AGREEMENT**

This Unwind Agreement ("Unwind Agreement") is made and entered into as of this 19th day of September, 2023, by and between Richard O. Mecham; Rich Broadcasting, LLC; Rich Broadcasting Idaho, LLC; Rich Broadcasting LS, LLC; and RJ Broadcasting LS, LLC (collectively, "Rich") and Carl Watkins and Linda Watkins (collectively, "Watkins") (individually, Rich and Watkins are a "Party" and collectively, the "Parties").

## **WITNESSETH**

**WHEREAS**, Rich is the licensee of AM Radio Broadcast Station KWIK, Facility Id. No. 35885, licensed to Pocatello, Idaho (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC");

**WHEREAS**, the Parties entered into a Settlement and Release of Claims Agreement dated October 27, 2020, Addendum to Settlement and Release of Claims Agreement dated December 28, 2021 and Second Addendum to Settlement and Release of Claims dated March 11, 2022 (collectively, the "Agreements");

**WHEREAS**, the purpose of the Agreements was to resolve litigation in the Seventh Judicial District Court of Bonneville County, State of Idaho, Case No. CV-10-197165 (the "Litigation");

**WHEREAS**, the FCC has approved an application for assignment of license of the Station from Rich to Watkins, File No. 0000186803 (the "Assignment Grant"); and

**WHEREAS**, in exchange for the consideration set forth below, the Parties now desire to unwind and terminate the Agreements, dismiss the Litigation with prejudice, and turn in the Assignment Grant to the FCC.

## **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the respective representations, warranties, agreements, mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Consideration**. Rich shall pay Watkins the amount of Forty Thousand and No 00/100 Dollars (\$40,000.00) cash via wire or ACH concurrent with execution of this Unwind Agreement.

2. **Satisfaction of Claims.** Watkins shall accept Rich's conveyances, covenants and obligations undertaken above, as full and complete satisfaction of all amounts owing by Rich to Watkins.

3. **Termination of Agreements, Cancellation of Assignment Grant and Dismissal of Litigation.** The Agreements shall terminate concurrent with execution of this Unwind Agreement at 12:01a.m., September 19, 2023. Within five days following execution of this Unwind Agreement, the Parties shall take all actions and make all necessary filings with the FCC to cancel and terminate the Assignment Grant with prejudice, including but not limited to, filing a Notice of Non-Consummation of Assignment of License with the FCC. Within five days following execution of this Unwind Agreement, the Parties shall take all actions and make all necessary filings to dismiss with prejudice the Litigation, including but not limited to, filing a Stipulated Motion to Dismiss Complaint and a Proposed Order. Upon the termination of the Agreements, cancellation of the Assignment Grant and termination of the Litigation, the Parties shall have no further legal obligations to each other as specified in the Agreements.

4. **Mutual Release of Claims.** As a material inducement for the Parties to enter into this Unwind Agreement and in consideration of the obligations of each Party set forth in this Unwind Agreement, each Party set forth in this Unwind Agreement, for themselves, their members, shareholders, directors, officers, employees, employers, members, managers, agents, servants, representatives, heirs, administrators, executors, successors, and assigns, legal representatives, partners, affiliated companies, attorneys, insurers, subsidiaries, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated or who might claim through them, do hereby release, acquit, exonerate, hold harmless and forever discharge Watkins, Rich, and their shareholders, directors, officers, employees, employers, members, managers, agents, servants, representatives, heirs, administrators, executors, successors, and assigns, legal representatives, partners, affiliated companies, attorneys, insurers, subsidiaries, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, of and from any and all claims, demands, charges, grievances, damages, debts, liabilities, accounts, costs, attorneys' fees, expenses, liens, right, actions, causes or action or suit at law or equity, whether direct or indirect, whether by assignment or otherwise, whether under federal law or the law of any state, known or unknown, existing, claimed to exist, or which can hereafter arise from the beginning of the world to the end of time relating to the Agreements, the Litigation or the Assignment Grant.

5. **Non-Disparagement.** The Parties agree that they will not at any time make, publish or communication to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning each other of their respective businesses. Nothing in this Agreement shall, however, be deemed to prevent either 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.

6. **Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Unwind Agreement will be (a) in writing, (b) delivered to the recipient in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, (a) deemed to have been given on the date received by the recipient (if delivered in person) on the date set forth in the records of the delivery service (if delivered by commercial delivery service) or on the date of receipt (if delivered by certified mail) and (d) addressed as follows:

If to Rich, to:

Richard O. Mecham  
RJ Broadcasting LS, LLC  
1401 E. Stillwood Drive  
Salt Lake City, UT 84117  
(Tel): 801-633-2788  
(Email): [richard@richbroadcasting.com](mailto:richard@richbroadcasting.com)

with a copy (which shall not constitute notice) to:

David G. O'Neil, Esq.  
Rini O'Neil, PC  
2101 L Street, NW  
Suite 300  
Washington, DC 20037  
(Tel): 202-955-3931  
(Email): [doneil@rinioneil.com](mailto:doneil@rinioneil.com)

If to Watkins, to:

Carl Watkins  
566 Nicole Drive  
Blackfoot, ID 83221  
(Tel): 208-785-5940  
(Email): [carlwatkins@gmail.com](mailto:carlwatkins@gmail.com)

with a copy (which shall not constitute notice) to:

Jessica A. Rogers, Esq.  
Luvaas Cobb, PC  
777 High Street, Suite 300  
Eugene, OR 97401  
(Tel): 541-484-9292  
(Email): [jrogers@luvaascobb.com](mailto:jrogers@luvaascobb.com)

7. **Governing Law.** This Unwind Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho, without regard to its principles of conflicts of laws. Each of the Parties to this Unwind Agreement irrevocably consents to the jurisdiction of any such court in any such suit, action, or proceeding and to the laying of venue in such court. Each of the Parties to this Unwind Agreement irrevocably waives any objection to the laying of venue of any such suit, action, or proceeding brought in such courts and irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

8. **Expenses.** Each of the Parties shall be responsible for their own expenses associated with effectuating the terms and conditions of this Unwind Agreement. In the event of litigation between the Parties to interpret or enforce the terms of this Unwind Agreement, the prevailing Party in such dispute will be entitled to its reasonable attorney fees, expert witness fees, paralegal fees, deposition transcript fees and other court costs.

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

10. **Conflict With Terms of Agreement.** If the terms of this Unwind Agreement conflict in any way with the terms of any of the Agreements, the terms of this Unwind Agreement shall govern.

11. **Entire Agreement.** This Unwind Agreement represents the entire agreement among the Parties on the matters set forth herein and shall be binding upon the Parties and their successors and assigns.

12. **General.** The section headings contained in this Unwind Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Unwind Agreement. The failure or delay of any party at any time or times to require a performance of any provisions hereof shall in no manner operate as a waiver or affect the right at a later time to enforce the same. No waiver by any party of any breach of any term contained in this Unwind Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Unwind Agreement.

13. **Counterparts.** This Unwind Agreement may be signed in counterparts with the same force and effect as if the signatures to each were upon the same page. This Unwind Agreement shall be effective as of the date first written above.

14. **Severability.** Any provision of this Unwind Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of any such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render

unenforceable such provision in any other jurisdiction. It is expressly understood, however, that the Parties intend each and every provision to be valid and enforceable and hereby knowingly waive all rights to object to any provisions of this Unwind Agreement.

15. **Modification.** This Unwind Agreement may be amended, modified, superseded, or canceled, and any term herein waived only by a written instrument executed by each of the Parties.

16. **No Party Deemed Drafter.** No party will be deemed a drafter of this Unwind Agreement and if this Unwind Agreement is construed by a court of law such court should not construe this Unwind Agreement or any provision against any party as its drafter.

17. **Authority.** Each Party hereby represents and warrants that it has full authority, authorization and capacity to execute this Unwind 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 Unwind 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 Unwind Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

[SIGNATURE PAGE TO UNWIND AGREEMENT]

**IN WITNESS WHEREOF**, the Parties have caused this Unwind Agreement to be executed on the date first written above.

RICH:

**RICHARD O. MECHAM  
RICH BROADCASTING, LLC  
RICH BROADCASTING IDAHO, LLC  
RICH BROADCASTING IDAHO LS, LLC  
RJ BROADCASTING LS, LLC**

By: Richard O. Mecham  
Richard O. Mecham

WATKINS:

**CARL WATKINS**

By: \_\_\_\_\_  
Carl Watkins

WATKINS:

**LINDA WATKINS, DECEASED**

By: \_\_\_\_\_  
Carl Watkins, Executor

[SIGNATURE PAGE TO UNWIND AGREEMENT]

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RICH BROADCASTING IDAHO LS, LLC  
RJ BROADCASTING LS, LLC**

By: \_\_\_\_\_  
Richard O. Mecham

WATKINS:

**CARL WATKINS**

By:   
Carl Watkins

WATKINS:

**LINDA WATKINS, DECEASED**

By:   
Carl Watkins, Executor