

Agreements

Assignor has attached the Parties' Asset Purchase Agreement. As further detailed in Assignor's Agreements Exhibit, the Exhibits and the Schedules to the Asset Purchase Agreement and certain other documents have been excluded. The excluded materials contain proprietary information and/or are not germane to the Commission's consideration of this application. *See LUJ, Inc. and Long Nine, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 16980 (2002). The excluded materials will be provided to the Commission upon request.

Assignee also attaches hereto a copy of an Assignment of Rights between Coastal Television of Minnesota LLC and Assignee assigning the right to acquire the FCC Licenses under the Asset Purchase Agreement to Assignee.

ASSIGNMENT OF RIGHTS

This Assignment of Rights (this “**Assignment**”) is made and entered into as of December 6, 2023, by and between Coastal Television of Minnesota LLC, a Delaware limited liability company (“**Assignor**”), and CTMN License LLC, a Delaware limited liability company (“**Assignee**”). All capitalized terms used herein, but not otherwise defined, shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Red River Broadcast Co., LLC, a Minnesota limited liability company, and KQDS-TV Corp., a Minnesota corporation (collectively, “**Seller**”); and Assignor and Coastal Television of North Dakota LLC, a Delaware limited liability company (collectively, “**Purchaser**”), entered into that certain Asset Purchase Agreement dated as of December 1, 2023 (the “**Purchase Agreement**”), with respect to the purchase and sale of the Assets;

WHEREAS, Assignor has formed Assignee as a wholly-owned subsidiary to acquire and hold certain FCC Licenses; and

WHEREAS, Assignor desires to assign its rights to acquire such FCC Licenses under the Purchase Agreement to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor hereby assigns its rights under the Purchase Agreement to acquire the FCC Licenses associated with or used in connection with the Station listed on Schedule A attached hereto (the “**Subject Station**”) and all of Seller’s rights, title and interests thereunder (including, without limitation, all rights in and to the Subject Station’s call letters) to Assignee.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without giving effect to any conflicts of law, rule or principle that might require the application of the laws of another jurisdiction. Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Rights to be duly executed as of the day and year first written above.

ASSIGNOR:

Coastal Television of Minnesota LLC

DocuSigned by:
By: William A. Fielder, III
AE7CA3E5971C4A7...
Name: William A. Fielder, III
Title: Authorized Person

ASSIGNEE:

CTMN License LLC

DocuSigned by:
By: William A. Fielder, III
AE7CA3E5971C4A7...
Name: William A. Fielder, III
Title: Chief Executive Officer

SCHEDULE A

Subject Station

- KQDS-TV, Duluth, Minnesota