

CONFER - FSL

REDEMPTION AGREEMENT

Between

FOREVER SOUTH LICENSES, LLC

and

THE KERBY EUGENE CONFER IRREVOCABLE TRUST

Dated: September 1, 2023

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EXHIBITS:

None.

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (the "Agreement") is made and entered into this 1st day of September, 2023, by and between **FOREVER SOUTH LICENSES, LLC**, a Delaware limited liability company (hereinafter the "Company"), and **THE KERBY EUGENE CONFER IRREVOCABLE TRUST** (the "KEC Trust"); and

W I T N E S S E T H:

WHEREAS, the KEC Trust is the owner of Four Hundred Fifty (450) Units (the "KEC Trust Interest"), of the outstanding One Thousand Units of ownership of the Company, constituting forty-five (45%) percent of said outstanding Units of Ownership of the Company; and

WHEREAS, the Company wishes to redeem, take assignment of and acquire the the KEC Trust Interest; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the Parties hereto herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Ownership Interests to be Redeemed; Assets.

1.1. Ownership Interest Transfer. At the Closing (as hereinafter defined) the KEC Trust, by appropriate instrument, will transfer, assign, convey and deliver to the Company of its right, title and interest in and to the KEC Trust Interest.

1.2. Assets. All of the assets owned by the Company as of the date hereof, or which shall become assets of the Company from and after this date, used and

usable in the operation of the business of the Company, shall remain the property of the Company (hereinafter, the "Company Assets").

2. Consideration. The Consideration to be paid by the Company to the KEC Trust for the redemption, assignment, transfer and delivery of the KEC Trust Interest shall be the sum of **ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000) DOLLARS**, payable in cash by wire transfer.

3. The KEC Trust Representations, Warranties and Covenants. The KEC Trust represents, warrants and covenants to the Company as follows, which representations, warranties and covenants shall be deemed to have been made again at, and shall survive, the Closing:

3.1. Capacity to Enter into Agreement. The KEC Trust has full legal capacity to enter into this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement does not and will not result in the violation of any order, license, permit, rule, judgment or decree to which the KEC Trust is subject to or the breach of or default under any contract, agreement or other commitment to which the KEC Trust and/or the Company are a party or by which the KEC Trust or the Company Assets are bound.

3.2. Full and Lawful Owner. The KEC Trust is and shall on the Closing Date be the lawful owner of all of the KEC Trust Interest, which as of this date is, and on the Closing Date will be, free and clear of all liens, pledges, encumbrances, charges, agreements or claims by or on the part of any person, firm or other third party and the KEC Trust has good and indefeasible title thereto. No warrant, right or option to purchase any portion or all of the KEC Trust Interest exists in favor of any person, firm or other third

party whatsoever. The KEC Trust shall not transfer any of the KEC Trust Interest to any other person or entity prior to Closing. The transfer of the KEC Trust Interest from the KEC Trust to the Company shall vest the Company with a marketable title, clear of all liens and encumbrances, for the KEC Trust Interest.

4. Closing.

4.1. Closing Date. Subject at all times to the Closing Conditions set forth in Section 7 herein below, the date of Closing shall be on and as of January 1, 2024 (the "Closing Date").

4.2. KEC Trust Obligations at Closing. On and as of the Closing Date, the KEC Trust shall deliver to the Company a Bill of Conveyance and other appropriate documents of transfer to convey to the Company all right, title and interest in and too the KEC Trust Interest.

4.3. Company's Obligations at Closing. On and as of the Closing Date, the Company shall deliver to the KEC Trust the Consideration due pursuant to Section 2 above.

5. Notices. All notices and other communications required or permitted under this Agreement shall be deemed to be duly given if in writing and if served either by personal delivery to the party for whom it is intended, which shall include delivery by commonly recognized overnight carrier, addressed as follows:

5.1. If to KEC Trust, to:

The Kerby Eugene Confer Irrevocable Trust
u/a/d September 8, 2008
1853 Old Frankfort Rd.
Lawrenceburg, KY 40342
Attn: Kristin C. Cantrell, Co-Trustee

The Kerby Eugene Confer Irrevocable Trust
u/a/d September 8, 2008
2105 Bud Court
Ft. Mill, SC 29715
Attn: Judith M. Confer, Co-Trustee

5.2. If to Company, to:

Forever South Licenses, LLC
1809 Marion Court
Bowling Green, KY 42103
Attn: Christine E. Cantrell
Email: chris@forevercom.com
Phone: 270-535-3360

or to such other addresses as any party may designate from time to time by written notice to the other.

6. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Closing Conditions. Consummation of the transactions contemplated by this Stock Redemption Agreement are co-conditioned upon consummation of the transactions contemplated by that certain Asset Purchase Agreement dated as of September ____, 2023, by and between Seven Mountains Media Family, LLC and Southern Belle Media Family, LLC, as Buyers, and Forever Communications, Inc., as Seller.

8. Entire Agreement. This Agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings between the parties, and shall not be changed, modified, amended, extended, terminated, waived or discharged except by an instrument in writing signed by the parties hereto.

9. Survival. The provisions hereof shall survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

10. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without giving effect to conflict of laws principles thereof.

(SIGNATURE PAGE TO FOLLOW)

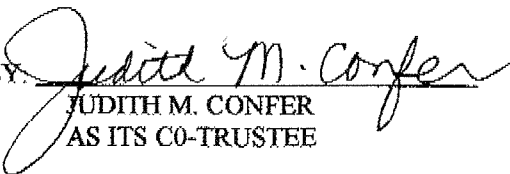
[REDEMPTION AGREEMENT]
[SIGNATURE PAGE – FOREVER SOUTH LICENSES, LLC]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
by their duly authorized officers on the day and year first above written.

COMPANY:

THE KERBY EUGENE CONFER
IRREVOCABLE TRUST

FOREVER SOUTH LICENSES, LLC

BY: 
JUDITH M. CONFER
AS ITS CO-TRUSTEE

BY: _____
CHRISTINE E. HILLARD
AS ITS PRESIDENT

BY: _____
KRISTIN C. CANTRELL
AS ITS CO-TRUSTEE

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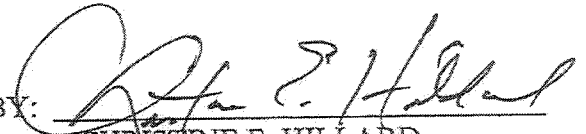
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