

Document Exhibit and Description of Transaction

Burbach of DE, LLC (“*BDL*”) is the licensee of the stations listed in this application. Currently, BDL has three members with the following membership interests:

<u>Member</u>	<u>Number of Membership Units</u>
Nicholas Galli (“ <i>Galli</i> ”)	40
The Judy Slichio Alt Irrevocable Trust (“ <i>JSA Trust</i> ”)	30
Judith Marie Confer Irrevocable Trust (“ <i>JMC Trust</i> ”)	30

The parties have entered into (i) a Redemption Agreement dated September 1, 2023, between BDL and Galli; and (ii) a Redemption Agreement dated September 1, 2023, between BDL and JSA Trust (collectively, the “*Redemption Agreements*”). Pursuant to the Redemption Agreements, at Closing, BDL will redeem the Membership Units held by Galli (40 units) and the JSA Trust (30 units) in exchange for the consideration set forth in the respective Redemption Agreement. Thereafter, the JMC Trust will be the sole remaining member and will have 100% control of BDL.

The proposed transferee is the JMC Trust. Post-Closing, BDL will have the following attributable owners:

Burbach of DE, LLC				
Name and Address	Citizenship	Positional Interest	Percentage of Votes	Percentage of Equity
Burbach of DE, LLC 115 West Main Street Frankfort, KY 40601	DE (US)	Licensee	---	---
Judith Marie Confer Irrevocable Trust 2105 Bud Court Ft. Mill, SC 29715	(US)	Member	100%	100%
JUDITH MARIE CONFER IRREVOCABLE TRUST				
Name and Address	Citizenship	Positional Interest	Percentage of Votes	Percentage of Equity
Judith Marie Confer Irrevocable Trust 2105 Bud Court Ft. Mill, SC 29715	(US)	Member	---	---
Kerby E. Confer 2105 Bud Court Ft. Mill, SC 29715	(US)	Trustee	100%	100%

Copies of the Redemption Agreements are attached to this exhibit.

GALLI - BDE

REDEMPTION AGREEMENT

Between

BURBACH OF DE, LLC

as Company

NICHOLAS A. GALLI

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 **BURBACH OF DE, LLC**, a Delaware limited liability company (hereinafter the "Company"), and **NICHOLAS A. GALLI** ("Galli"); and

W I T N E S S E T H:

WHEREAS, Galli is the owner of Forty (40) Membership Units (the "Galli Interest") of the outstanding One Hundred Membership Units of the Company, constituting forty (40%) percent of said outstanding Membership Units; and

WHEREAS, the Company wishes to redeem, take assignment of and acquire the Galli 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) Galli, by appropriate instrument, will transfer, assign, convey and deliver to the Company all of its right, title and interest in and to the Galli Interest.

1.2. Assets. All of the fixed, tangible and intangible, real and personal 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 Galli for the redemption, assignment, transfer and delivery of the Galli Interest shall be SEVEN HUNDRED THOUSAND (\$700,000) DOLLARS, payable in cash by wire transfer.

3. Galli Representations, Warranties and Covenants. Galli 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. Galli 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 Galli is subject to or the breach of or default under any contract, agreement or other commitment to which Galli and/or the Company are a party or by which Galli or the Company Assets are bound.

3.2. Full and Lawful Owner. Galli is and shall on the Closing Date be the lawful owner of all of the Galli 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 Galli has good and indefeasible title thereto. No warrant, right or option to purchase any portion or all of the Galli Interest exists in favor of any person, firm or other third party whatsoever. Galli shall not transfer any of the Galli Interest to any other person or entity prior to Closing. The

transfer of the Galli Interest from Galli to the Company shall vest the Company with a marketable title, clear of all liens and encumbrances, for the Galli Interest.

4. Closing.

4.1. Closing Date. Subject at all times to the Closing Condition 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. Galli Obligations at Closing. On and as of the Closing Date, Galli 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 to the Galli Interest.

4.3. Company's Obligations at Closing. On and as of the Closing Date, the Company shall deliver to Galli the Consideration set forth in 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 Galli, to:

Mr. Nicholas A. Galli
606 Kingsberry Circle
Pittsburgh, PA 15234
Phone: 412-848-0580

5.2. If to Company, to:

Burbach of WV, LLC
Suite 406
1370 Washington Pike
Bridgeville, PA 15017
Attn: Nicholas A. Galli
Phone: 412-848-0580

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 Condition. Consummation of the transactions contemplated by this Agreement are conditioned upon consummation of the transactions contemplated by those certain Redemption Agreements dated September 1, 2023 between Burbach of WV, LLC and Nicholas A. Galli; and Burbach of WV, LLC and the Judy S. Alt Irrevocable Trust; and the Asset Purchase Agreement dated September 1, 2023, 2023, between Seven Mountains Media Family, LLC and Southern Belle Media Family, LLC, as Buyers, and FCI, 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 State of Delaware, without giving effect to conflict of laws principles thereof.

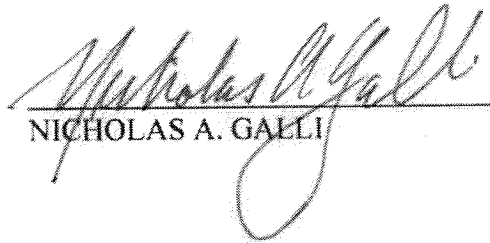
(SIGNATURE PAGE TO FOLLOW)

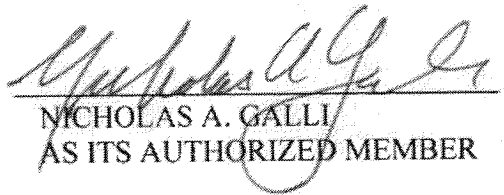
[REDEMPTION AGREEMENT]
[SIGNATURE PAGE – BURBACH OF DE, LLC]

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:

BURBACH OF DE, LLC


NICHOLAS A. GALLI

BY: 
NICHOLAS A. GALLI
AS ITS AUTHORIZED MEMBER

JSA TRUST - BDE

REDEMPTION AGREEMENT

Between

BURBACH OF DE, LLC

and

THE JUDY SLICHO ALT 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 **BURBACH OF DE, LLC**, a Delaware limited liability company (hereinafter the "Company"), and **THE JUDY SLICHO ALT IRREVOCABLE TRUST** (the "JSA Trust"); and

W I T N E S S E T H:

WHEREAS, The JSA Trust is the owner of Forty (40) Membership Units (the "JSA Trust Interest") of the outstanding One Hundred Membership Units of the Company, constituting thirty (30%) percent of said outstanding Membership Units; and

WHEREAS, the Company wishes to redeem, take assignment of and acquire the JSA 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 JSA Trust, by appropriate instrument, will transfer, assign, convey and deliver to the Company all of its right, title and interest in and to the JSA Interest.

1.2. Assets. All of the fixed, tangible and intangible, real and personal 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 JSA Trust for the redemption, assignment, transfer and delivery of the JSA Trust Interest shall be SEVEN HUNDRED THOUSAND (\$700,000.00) DOLLARS, payable in cash by wire transfer.

3. The JSA Trust Representations, Warranties and Covenants. The JSA 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 JSA 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 JSA Trust is subject to or the breach of or default under any contract, agreement or other commitment to which the JSA Trust and/or the Company are a party or by which the JSA Trust or the Company Assets are bound.

3.2. Full and Lawful Owner. The JSA Trust is and shall on the Closing Date be the lawful owner of all of the JSA 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 JSA Trust has good and indefeasible title thereto. No warrant, right or option to purchase any portion or all of the JSA Trust Interest exists in favor of any person, firm or other third party whatsoever. The JSA Trust shall not transfer any of the JSA Trust Interest to any other person or entity prior to Closing. The transfer of the JSA Trust Interest from JSA

Trust to the Company shall vest the Company with a marketable title, clear of all liens and encumbrances, for the JSA Trust Interest.

4. Closing.

4.1. Closing Date. Subject at all times to the Closing Condition 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. The JSA Trust Obligations at Closing. On and as of the Closing Date, the JSA 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 to the JSA Trust Interest.

4.3. Company's Obligations at Closing. On and as of the Closing Date, the Company shall deliver to the JSA Trust the Consideration set forth in 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 the JSA Trust, to:

The Judy Slichon Alt Irrevocable Trust
14451 Marina San Pablo Place
Jacksonville, FL 32224
Attn: Donald J. Alt
Phone: 678-296-6469

5.2. If to Company, to:

Burbach of DE, LLC
Suite 406
1370 Washington Pike
Bridgeville, PA 15017
Attn: Nicholas A. Galli
Phone: 412-848-0580

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 Condition. Consummation of the transactions contemplated by this Agreement are conditioned upon consummation of the transactions contemplated by those certain Redemption Agreements dated September 1, 2023 between Burbach of WV, LLC and Nicholas A. Galli; and Burbach of WV, LLC and the Judy S. Alt Irrevocable Trust; and the Asset Purchase Agreement dated September 1, 2023, between Seven Mountains Media Family, LLC and Southern Belle Media Family, LLC, as Buyers, and FCI, 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.

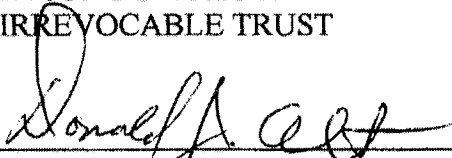
10. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Delaware , without giving effect to conflict of laws principles thereof.

(SIGNATURE PAGE TO FOLLOW)

[REDEMPTION AGREEMENT]
[SIGNATURE PAGE – BURBACH OF DE, 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.

THE JUDY SLICHO ALT
IRREVOCABLE TRUST



DONALD J. ALT
AS ITS TRUSTEE

COMPANY:

BURBACH OF DE, LLC

BY: _____
NICHOLAS A. GALLI
AS ITS AUTHORIZED MEMBER

[REDEMPTION AGREEMENT]
[SIGNATURE PAGE – BURBACH OF DE, 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.

THE JUDY SLICHO ALT
IRREVOCABLE TRUST

DONALD J. ALT

AS ITS TRUSTEE

COMPANY:

BURBACH OF DE, LLC

BY: 

NICHOLAS A. GALLI
AS ITS AUTHORIZED MEMBER