

**DESCRIPTION AND CIRCUMSTANCES OF TRANSACTION**

This application seeks *nunc pro tunc* Commission consent to the transfer of control of Byrne Acquisition Group, LLC (“BAG”), the licensee of the television and radio stations listed in Section II, Item 5, from John B. Byrne and Blake Byrne to John B. Byrne.

At its inception in 2006, the designated managing members of BAG were John B. Byrne and his father Blake Byrne, each with 50% voting control of the entity. BAG’s filings with the Commission have consistently reported John Byrne and Blake Byrne each as holding 50% of the company’s voting membership interest.

Blake Byrne died on March 24, 2019. In efforts to determine the disposition of Blake Byrne’s interest in BAG so that the proper FCC filings could be made in the wake of his death, it came to the attention of BAG and its counsel that the FCC had not been notified of a transaction that occurred in late December 2012. In that transaction (the documentation of which is attached hereto as Attachment 1), Blake Byrne agreed to transfer to John Byrne a portion of Blake Byrne’s BAG membership interest equivalent to \$1.5 million. This transfer, which was effectuated for Blake Byrne’s estate and tax planning purposes, was raised and documented on an extremely expedited basis in the last week of 2012.

Under the agreement governing the transaction, the actual percentage of membership interest being transferred from Blake Byrne to John Byrne was to be determined by BAG’s accountants based on a computation of fair market value in 2013, after the end of the company’s fiscal year. That computation, when conducted, determined that the interest transferred from Blake Byrne to John Byrne amounted to Blake Byrne’s entire interest in BAG. However,

because Blake Byrne continued to attend BAG meetings after 2012, and due to a mistaken belief that Blake Byrne still retained a membership interest in BAG following the transfer, the company's internal documentation has continued to reflect John Byrne and Blake Byrne as members with co-equal voting rights, and BAG's filings with the Commission have followed suit.

BAG has adopted a remedial corporate resolution (attached hereto as Attachment 2) and amended operating agreement reflecting John Byrne's status as the sole voting member of BAG as of January 1, 2013. By way of this application, and with sincere apologies for the error, BAG seeks the Commission's *nunc pro tunc* consent to the *pro forma* transfer of control of BAG from John B. Byrne and Blake Byrne (the latter now deceased), to John B. Byrne as sole voting member. As this is a transfer whereby an existing member with negative (50%) control acquires positive (100%) control, consent is properly sought by way of an FCC Form 316 application.

*See Barnes Enterprises, Inc.*, 55 F.C.C.2d 721, 725 n.4 (1975).

ATTACHMENT 1

**ACTION WITHOUT MEETING**  
**BY WRITTEN CONSENT**  
**OF THE MEMBERS OF**  
**BYRNE ACQUISITION GROUP, LLC**

The undersigned (the "Members") represent a Majority in Interest of the Membership of Byrne Acquisition Group, LLC (the "Company"), and, as evidenced by the Members' signatures below, the Members consent to the actions set forth herein being performed by written action and waive all requirements of notice therefore as set forth in the Operating Agreement. In light thereof, the Members hereby approve the following resolutions by written consent:

I

That the Company approve of the Membership Interest transfer as set forth in the Membership Interest Transfer Agreement of December 27, 2012 (the "Transfer Agreement") whereby Blake Byrne transfers Membership Interest in the Company equaling the monetary value of \$1,500,000.00 as of December 31, 2012, to be determined by the Company's accountant in preparation of the Company's final tax returns for the 2012 calendar year (the "Interest") to John Byrne.

II

That the Operating Agreement be amended, and is hereby amended, to the extent necessary to reflect the actions set forth herein and, specifically, by inserting a Section 6.5 to read as follows:

*Section 6.5 Notwithstanding the foregoing provisions of this Article Six, a Transferring Member shall be entitled to freely transfer his Membership Interest in the Company to another Member without providing a Notice of Transfer to the Company or the Remaining Members so long as the Member to whom the Membership Interest is being transferred is in good standing with the Company as evidenced by a duly executed certification of the Manager. Upon the transfer of a Membership Interest to another Member pursuant to this Section 6.5, the Member to whom the Membership Interest is transferred shall enjoy all rights of a Member as to the transferred Membership Interest, to include but not be limited to voting rights and distribution rights.*

III

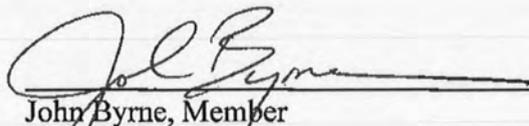
That John Byrne, insofar as the transferred Membership Interest is concerned, be admitted as a full Member of the Company and receive all rights and benefits associated therewith.

IV

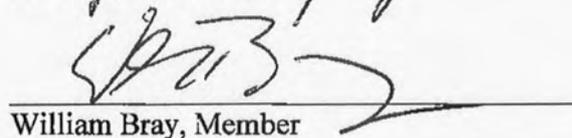
That William Bray is hereby appointed as Secretary of the Company and is charged with ensuring that all necessary minutes are prepared and submitted to the Members of the Company with respect to these resolutions, and Company matters moving forward.

And, the undersigned do hereby consent to all of the actions described herein and consent that said actions shall have the same force and effect as if taken at a duly constituted meeting of the Members of the Company. This document shall be filed with the Secretary of the Company, attached to the Operating Agreement of the Company to memorialize the amendments approved herein, and shall be made a part of the minutes of the Company.

This the 27<sup>th</sup> day of December, 2012

  
John Byrne, Member

  
Blake Byrne, Member

  
William Bray, Member

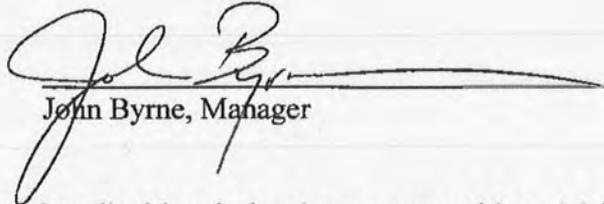
**CERTIFICATION OF THE MANAGER**

**BYRNE ACQUISITION GROUP, LLC**

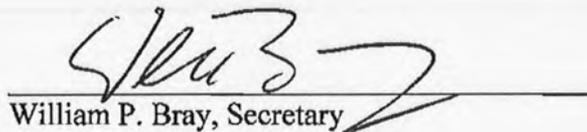
The undersigned, John Byrne, as Manager of Byrne Acquisition Group, LLC ("Company"), hereby certifies as follows:

1. I am Manager of the Company, and in such capacity am aware of the standing of each of the Company's Members as of today's date.
2. I am issuing this formal certification to confirm that John Byrne is in good standing as a Member of the Company, is not in default of any of his obligations under the Company's Operating Agreement, and as such may accept those Membership Interests of Blake Byrne being transferred as of today's date.
3. I believe it is in the best interests of the Company to obtain the Secretary's signature on this certification, in that I am the recipient of the Membership Interests being transferred.

This the 27<sup>th</sup> day of December, 2012

  
John Byrne, Manager

I certify that the transaction described herein has been approved by a Majority in Interest of the Members of the Company, as reflected in an Action Without Meeting of today's date. The transaction therefore is approved pursuant to the provisions of the Company's Operating Agreement, including Section 4.16 and Section 6.5.

  
William P. Bray, Secretary

**MEMBERSHIP INTEREST  
TRANSFER AGREEMENT**

**BYRNE ACQUISITION GROUP, LLC**  
*A South Carolina Limited Liability Company*

This Assignment Agreement (the "Agreement") is entered into this 27th day of December, 2012, by and between Blake Byrne (the "Assignor") and John Byrne (referred to as the "Assignee") (Assignor and Assignee may hereinafter be referred to individually as "Party" and collectively referred to as "Parties").

WHEREAS, Assignor is the holder of 47.9168% of the Membership Interest of Byrne Acquisition Group, LLC, a South Carolina limited liability company (the "Company") as of December 31, 2011; and

WHEREAS, Assignor desires to assign that portion of its Membership Interest in the Company equal to a monetary value of \$1,500,000.00, (the "Interest") to the Assignee; and

WHEREAS, the specific Membership Interest being transferred shall be subject to the Company's accountant preparing the final Company returns for the 2012 calendar year;

WHEREAS, the Manager of the Company has discussed this transaction with the Company's accountant, who has confirmed that it shall account for this transaction when configuring the Membership Interest and Economic Interest of the Members with respect to the 2012 calendar year;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Assignment of Interest; Consideration.**

Assignor hereby assigns the Interest to Assignee, subject to the final calculation of Membership Interest and Economic Interest by the Company account for the 2012 calendar year. This assignment is made by Assignor for estate planning purposes and no further consideration shall be exchanged. Assignor and Assignee warrant the lawfully binding nature of this transfer, and shall abide by any federal or state laws regarding the taxation of gifts or estate transfers.

**2. Assignment and Acceptance of Interest.**

Assignee hereby accepts the Interest subject to the terms and conditions of this Agreement.

**3. Assignor Warranty.**

Assignor warrants that it has all requisite power and authority to effectuate any action contemplated by Assignor pursuant to this Agreement.

**4. Assignee Warranty.**

Assignee represents and warrants that it has all requisite power and authority to effectuate any action contemplated by Assignee pursuant to this Agreement.

**5. Construction and Interpretation.**

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of North Carolina, without reference to the principles of conflict of laws of such state.

**6. Acceptance of Assignment.**

Assignee shall participate fully with all membership rights and in the management of the Company's affairs and the control of the business.

**7. Descriptive Headings.**

The descriptive headings of the several articles and sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**8. Multiple Counterparts.**

This Agreement may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**9. Successors.**

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and assigns of the Parties hereto.

**10. Amendments and Waiver.**

This Agreement shall not be changed, modified or amended unless such change, modification or amendment is documented in a written instrument fully executed by the Party or its authorized representatives. No accommodation or breach contained in this Agreement shall be deemed waived except by written instrument fully executed by authorized representatives of all Parties. Additionally, no Party's waiver of any breach or accommodation to the other Party shall be deemed to be a waiver of any subsequent breach or accommodation.

**11. Entire Agreement.**

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision.

**12. Further Assurances/Additional Documents.**

All Parties and the Company shall use all commercially reasonable efforts to take, or cause to be taken, all ancillary actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates. Among other things, the Parties will be required to execute further documents reflecting the transferred Membership Interest once the final Company tax returns are prepared for the 2012 calendar year.

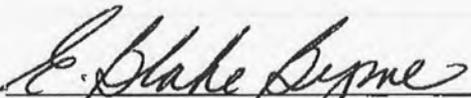
**13. Effective Date.**

For all purposes hereof, this Agreement and the transfer of the Membership Interest governed hereunder shall be deemed effective as of December 31, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

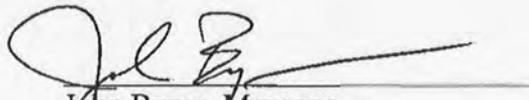
**ASSIGNOR:**

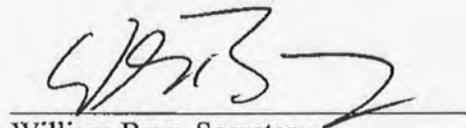
**ASSIGNEE:**

  
Blake Byrne  
Date: Dec 27, 2012

  
John Byrne  
Date: 12-27-2012

**COMPANY:**

  
John Byrne, Manager  
Date: 12-27-2012

  
William Bray, Secretary  
Date: 12-27-2012

**ATTACHMENT 2**

**RESOLUTION OF THE MEMBERS OF  
BYRNE ACQUISITION GROUP, LLC**

The undersigned, being a Majority in Interest of the members (the “Members”) of Byrne Acquisition Group, LLC (the “Company”), acting by consent in lieu of a meeting pursuant to Section 3.8 of the Company’s Operating Agreement, do hereby take the following actions and adopt the following resolutions by signing their written consent hereto, as of this 13<sup>th</sup> day of May, 2019 (the “Effective Date”):

WHEREAS, reference is made to that certain Action Without Meeting by Written Consent of the Members dated December 28, 2012 (the “Original Resolution”), a true and accurate copy of which is attached hereto as Schedule A, pursuant to which the Company approved the transfer of certain Membership Interest of Blake Byrne to John Byrne;

WHEREAS, the Original Resolution served to confirm and approve a transfer of that amount of Blake Byrne’s Membership Interest equal to the monetary consideration of \$1,500,000.00, to be determined based on a computation of fair market value following the Company’s then-current fiscal year, which ended on December 31, 2012;

WHEREAS, it was determined in January of 2013 that Blake Byrne had ultimately transferred 100% of this Membership Interest to John Byrne pursuant to the Original Resolution and the underlying Membership Interest Transfer Agreement;

WHEREAS, Blake Byrne died on March 24, 2019, after which it was determined that an error was made by the Company’s corporate counsel, who had mistakenly believed that Blake Byrne had retained some measure of Membership Interest following the 2012 fiscal year, as a result of which the Company’s internal documentation continued to reference Blake Byrne as a Member of the Company until the date of his death;

WHEREAS, due to this error, the Company failed to notify the Company’s attorney responsible for filings before the Federal Communications Commission (the “FCC”) of Blake Byrne’s transfer of Membership Interest;

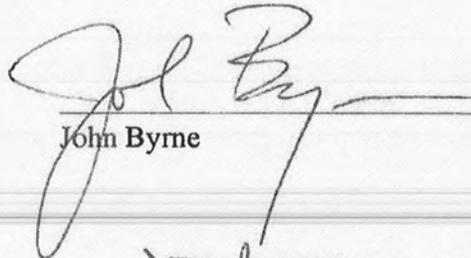
NOW, THEREFORE, BE IT RESOLVED, that the undersigned Members hereby consent to, and hereby enter into the following Resolutions:

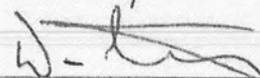
1. The Company hereby instructs its counsel for matters before the FCC, Gregory L. Masters of Wiley Rein, LLP to prepare and file an application for *nunc pro tunc* FCC approval of the transfer of control of the Company from John B. Byrne and Blake Byrne, as co-50% voting Members, to John B. Byrne as the Company’s sole voting Member; and
2. The Company’s failure to timely seek FCC approval of this change in Membership Interest was inadvertent, and the Company apologizes to the FCC for this oversight.

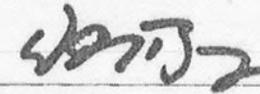
BE IT FURTHER RESOLVED, that as evidenced by their signatures below, the execution, delivery and performance of the matters contemplated herein is hereby authorized and approved by the Members of the Company, as confirmed by certification of the Company's Manager.

These resolutions are dated and effective as of the Effective Date written above.

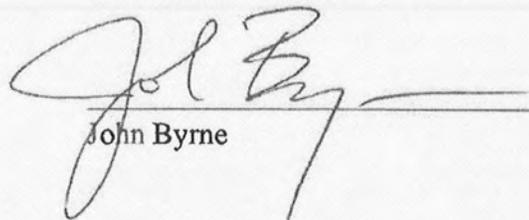
**MEMBERS:**

 \_\_\_\_\_ (SEAL)  
John Byrne

 \_\_\_\_\_ (SEAL)  
David Stribling

 \_\_\_\_\_ (SEAL)  
William Bray

**MANAGER:**

 \_\_\_\_\_ (SEAL)  
John Byrne

**SCHEDULE A**  
**Original Resolution**