

RICHARD C. DEAN  
VOTING TRUST AGREEMENT

THIS RICHARD C. DEAN VOTING TRUST AGREEMENT (this "**Agreement**") is made effective this 11 day of MARCH, 2022, by and between: MARANATHA BROADCASTING COMPANY, INC., a Pennsylvania business corporation ("**Company**"); RICHARD C. DEAN, an adult individual ("**Dean**"); and the Trustee (as hereinafter defined). Hereinafter, "**Shareholders**" refers to Dean and any other Shareholders of the Company who now or hereafter become parties hereto.

RECITALS

- A. Dean and Company are parties to that certain Maranatha Broadcasting Company, Inc. Amended and Restated Shareholders Agreement dated March 4, 2017 (the "**Shareholders' Agreement**").
- B. As of the date of this Agreement, Dean holds 544 shares of voting common stock of the Company.
- C. The parties hereto desire to enter into this Agreement to provide for the continued orderly government and management of the business of the Company.

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Voting Trust Agreement.** All voting trust certificates issued as hereinafter provided shall be issued, received, and held subject to all the terms of this Agreement. Every person, firm, corporation or other entity entitled to receive voting trust certificates representing shares of the Company's voting stock, and their transferees and assigns, upon accepting the voting trust certificates issued hereunder, shall be bound by the provisions of this Agreement. Notwithstanding anything contained or construed herein to the contrary, the transfer of stock from Richard C. Dean to this Trust is contingent upon approval of the same by the FCC. In the event the FCC does not approve such transfer, this Trust shall be null and void.
2. **Appointment of Initial Trustee.** Dean shall be the initial and sole trustee until his resignation or death (the "**Grantor Trustee**"). Upon such resignation or death, the following persons shall serve, jointly, as co-trustees under this Agreement: (i) the President of the Company; (ii) the Treasurer of the Company; and (iii) the Secretary of the Company (collectively, the "**Officer Co-Trustees**"). Officer Co-Trustees shall serve as co-trustees hereunder until the earlier of their resignation, removal, death or termination of their officership in the Company. Upon the resignation, removal, death or termination of an Officer Co-Trustee, the person replacing such Officer Co-Trustee as an officer in the Company shall become co-trustee hereunder upon executing such documentation as legal counsel to the Company deems appropriate. Hereinafter, "**Trustee**" means the Grantor Trustee until the earlier of his resignation or death and, thereafter, shall mean, collectively, the Officer Co-Trustee. Notwithstanding the

foregoing, Grantor Trustee may, at any time, appoint the Officer Co-Trustees to act as Trustee along with the Grantor Trustee.

3. Transfer of Shares to Trustee.

a. Transfer. Subject to the approval of the FCC, Dean hereby transfers all 544 shares of Company voting stock held by Dean to the Richard C. Dean Voting Trust established by this Agreement, to be held by the Trustee upon the terms and conditions of this Agreement. Promptly after FCC approval, as set forth above, the 544 shares of Company stock transferred by Dean to this Trust shall be cancelled and new certificates for such 544 shares shall be issued to the "Richard C. Dean Voting Trust."

b. The Trustee shall hold shares of the Company stock transferred to the Trustee hereunder and shall be vested, as Trustee of an active trust, with the right to vote and act and to exercise other rights pertaining to such shares, as and to the extent, and upon the terms and conditions and for the period set forth in this Agreement. On receipt by the Trustee of the certificates for the abovementioned voting stock, the Trustee shall issue to Dean a voting trust certificate for the shares so deposited. Except as hereinafter provided, any shares transferred to the Trustee to be held hereunder shall be held and administered hereunder until the termination of this Agreement pursuant to paragraph 12 hereof.

4. Voting Trust Certificates. The Trustee shall maintain a voting trust certificate register in which each holder of a voting trust certificate issued under this Agreement, and the number of shares represented by each voting trust certificate will be identified. All voting trust certificates shall be in the form attached hereto as Exhibit A (and shall include any appropriate legends required by Section 14 of this Agreement).

5. Transfer of Certificates. The voting trust certificates, if and to the extent transferable under applicable securities law or under any agreement restricting transferability including, without limitation, the Shareholders' Agreement, shall be transferable at the principal office of the Company (and at such other office as the Trustee may designate by an instrument in writing signed by the Trustee and sent by mail to the registered holders of voting trust certificates), on the books of the Trustee, by the registered owner thereof, either in person or by attorney thereto duly authorized, upon surrender thereof, according to the rules established for that purpose by the Trustee, subject to the provisions set forth in this Section below. If a transfer of voting trust certificates is so permitted, the holder shall notify the Trustee of the details of such transfer, including the name, address and social security number of the transferee and number of shares as to which the beneficial interest is being transferred, and shall surrender to the Trustee the voting trust certificate or certificates representing such shares, properly endorsed for transfer, and the Trustee shall, upon receipt of such notice and voting trust certificate(s), transfer the voting trust certificates on the voting trust certificate registry and issue a new voting trust certificate to the transferee. Until so transferred, the Trustee may treat the record holders of voting trust certificates as the owners of said voting trust certificates for all purposes whatsoever. As a condition to making any transfer or delivery of voting trust certificates, the Trustee may require compliance by the transferee with any applicable federal or state statute and the payment of a sum sufficient to pay for any stamp tax or other governmental charge in connection therewith.



No transfer of voting trust certificates shall cause the shares represented by such certificate or certificates to be distributable to the transferee by the Trustee or otherwise cause the provisions of this Agreement to cease to apply to such shares. Any transferee, by accepting a transfer of a voting trust certificate, does hereby consent to be bound by the terms of this Agreement, and upon becoming a holder of voting trust certificates shall be deemed to be a party hereto as though an original signatory hereto.

6. Lost, Stolen, Mutilated or Destroyed Voting Trust Certificates. If a voting trust certificate is lost, stolen, mutilated, or destroyed, the holder thereof shall promptly notify the Trustee and the Trustee, in the Trustee's discretion, may issue to such holder a duplicate of such certificate upon receipt of: (1) evidence of such fact satisfactory to the Trustee; (2) indemnity satisfactory to the Trustee (whether bond or otherwise in such form or amount and with such surety as the Trustee may require to indemnify the Trustee against loss or liability that might arise due to the issuance of such new voting trust certificate); (3) the existing certificate, if mutilated; and (4) the reasonable fees and expenses of the Trustee in connection with the issuance of a new trust certificate. The Trustee shall not be required to recognize any transfer of a voting trust certificate not made in accordance with the provisions hereof, unless the person claiming such ownership shall have produced indicia of title satisfactory to the Trustee, and shall in addition deposit with the Trustee indemnity satisfactory to the Trustee.

7. Termination Procedure.

a. Subject to the provisions of Section 12 and subsection (d), below, upon the termination of this Agreement at any time, as hereinafter provided, the Trustee, at such time as the Trustee may choose during the period commencing twenty (20) days before and ending twenty (20) days after such termination, shall mail or email written notice of such termination to the registered owners of the voting trust certificates, at the addresses appearing on the transfer books of the Trustee. After the date specified in any such notice (which shall be no later than thirty (30) days after such termination), the voting trust certificates shall cease to have any effect, and the holders of such voting trust certificates shall have no further rights under this Agreement other than to receive certificates for shares of the Company or other property distributable under the terms hereof upon the surrender of such voting trust certificates.

b. Within thirty (30) days after the termination of this Agreement, the Trustee shall deliver, to the registered holders of all voting trust certificates, certificates for the number of shares represented thereby (and other property then held hereunder), upon the surrender thereof properly endorsed, such delivery to be made in each case at the office of the Company.

c. At any time subsequent to the termination of this Agreement and prior to thirty (30) days after such termination, the Trustee may deposit with the Company share certificates representing the number of shares represented by the voting trust certificates then outstanding, with authority in writing to the Company to deliver such share certificates in exchange for voting trust certificates representing a like number of shares and for the Company to call upon and require all holders of voting trust certificates to so surrender them; and upon such deposit all further liability of the Trustee for the delivery of such share certificates and the delivery or



payment of dividends upon surrender of the voting trust certificates shall cease, and the Trustee shall not be required to take any further action hereunder.

d. At all time while Richard C. Dean is sole Trustee, termination of this Trust shall only be accomplished by Richard C. Dean's execution of the Trust Termination Certificate that is attached hereto as **Exhibit B** and its delivery, by certified mail, to the President of the Company at 300 East Rock Road, Allentown, PA 18103.

e. Notwithstanding anything contained or construed herein to the contrary, all transfers of stock from the Trustees to a Shareholder in connection with the termination of this Trust, either as a whole or only with respect to such Shareholder, shall be contingent upon the Trustee's receipt of FCC approval of such transfer.

8. Dividends.

a. Until the termination of this Agreement, the holder of each voting trust certificate shall be entitled to receive from the Trustee payments equal to the cash dividends, if any, received by the Trustee upon the shares represented by each such voting trust certificate registered in the name of such holder in the voting trust certificate register. Holders entitled to receive the dividends described above shall be those registered as such on the transfer books of the Trustee at the close of business on the day fixed by the Company for the taking of a record to determine those holders of its shares of stock entitled to receive such dividends.

b. If any dividend in respect of the shares deposited with the Trustee is paid other than in cash, then the Trustee shall distribute the same among the holders of voting trust certificates registered as such at the close of business on the day fixed by the Trustee for taking a record to determine the holders of voting trust certificates entitled to receive such distribution. Such distribution shall be made to such holders of voting trust certificates ratably, in accordance with the number of shares represented by their respective voting trust certificates in respect of which such distribution was paid.

c. In lieu of receiving dividends upon the shares which are payable in cash and/or property other than voting shares and paying the same to the holders of voting trust certificates pursuant to the provisions of this Agreement, the Trustee may instruct the Company in writing to pay such dividends to the holders of the voting trust certificates. Upon receipt of such written instructions, the Company shall pay such dividends directly to the holders of the voting trust certificates. Upon such instructions being given by the Trustee to the Company, and until revoked by the Trustee, all liability of the Trustee with respect to such dividends shall cease. The Trustee may at any time revoke such instructions and by written notice to the Company direct it to make such dividend payments to the Trustee.

9. Dissolution of the Company. In the event of the dissolution or total or partial liquidation of the Company, whether voluntary or involuntary, the Trustee shall receive the moneys, securities, rights, or property to which the holders of shares deposited hereunder are entitled, and shall timely distribute the same among the registered holders of voting trust certificates in proportion to their interests, as shown by the books of the Trustee, or the Trustee may in the



Trustee' discretion deposit such moneys, securities, rights, or property with any bank as the Trustee may select, with authority and instructions to distribute the same as above.

10. Merger or Consolidation. Except as otherwise provided in Section 12 hereof, in the event the Company is merged into or consolidated with another corporation or shares of the Company are exchanged for shares of another corporation (including in connection with a reorganization of the Company), the Trustee shall receive and hold, as Trustee hereunder, any stock of such successor or other corporation received on account of the ownership of shares of the Company held hereunder prior to such merger, consolidation or exchange.

11. Rights of Trustee.

a. Until the actual delivery to the holders of voting trust certificates issued hereunder of stock certificates in exchange therefor, and until the surrender of the voting trust certificates for cancellation, the Trustee shall possess and have the exclusive right, except as otherwise expressly provided in this Agreement or the Shareholders' Agreement, to exercise, in person or by nominees or proxies of the Trustee, all Shareholders' voting rights and powers in respect to all shares deposited hereunder, for any and every purpose, and to take part in or consent to any corporate or stockholders' action of any kind whatsoever, as absolute owner of such shares. The Shareholders have hereby assigned to Trustee all voting rights that they otherwise might have had arising out of any ownership of the shares, whether by operation of law or agreement. The right to vote shall include the right to vote for or against or to abstain with respect to the election of directors, and in favor of or against or to abstain with respect to any resolution or proposed action of any character whatsoever, which may be presented at any meeting or require the consent of shareholders of the Company. Without limiting such general right, it is understood that such action or proceeding may include, upon terms satisfactory to the Trustee or to their nominees or proxies thereto appointed by the Trustee, mortgaging, creating a security interest in, and pledging of all or any part of the property of the Company, the lease or sale of all or any part of the property of the Company, for cash, securities, or other property, and the dissolution of the Company, or the consolidation, merger, reorganization, or recapitalization of the Company. It is further understood that: (i) action by the Trustee in voting or not voting stock deposited hereunder in instances where there are shareholders' statutory rights of appraisal may effectively waive or terminate any such rights as to the shares represented thereby, and (ii) the Trustee, in taking part in, or consenting to, any corporate or stockholders' action, as provided in this subparagraph, may enter into any agreements and take such actions which, in the determination of the Trustee, are reasonable, including, but not limited to, agreements which provide representations, warranties and covenants on behalf of Shareholders who are subject to this Agreement and provisions relating to indemnification for breach of such representations. Should there be any such agreements or provisions of the type referred to in (ii) above, the term of this Agreement shall be extended to cover whatever period of time is necessary for the Trustee to carry out the functions of the Trustee (such as contesting or settling claims; receiving and distributing proceeds and interest on behalf of the Shareholders, and any others) arising therefrom.

b. In voting the shares held by the Trustee hereunder either in person or by nominees or proxies, each Trustee shall exercise the Trustee's reasonable judgment to exercise the vote of



the Trustee with respect to suitable directors and officers of the Company (which may include the Trustee), or to the adequacy of any consideration to be received by the Company and its shareholders, and shall otherwise, insofar as the Trustee may be a shareholder of the Company, take such part or action in respect to the management of its affairs as the Trustee may deem necessary to the end that the Trustee may be advised on the affairs of the Company and the management thereof; and in voting upon any matters that may come before the Trustee at any stockholders' meeting, the Trustee shall exercise like judgment, but the Trustee shall not be personally responsible with respect to any action taken pursuant to the vote of the Trustee so cast in any matter or act committed or omitted to be done under this Agreement. In addition, the Shareholders, jointly and severally, agree to indemnify and hold the Trustee harmless from any and all liabilities resulting from actions taken pursuant to this Agreement. In the exercise of any and all of the rights of the Trustee under this Agreement, the Trustee may choose at any time to waive any such exercise, without the consent of any other party.

c. Unless otherwise agreed to by the Trustee, action by the Trustee shall be taken at a meeting of Trustee. Meetings of the Trustee shall be held whenever ordered by a majority of the Trustee or, if there is an equal number of Trustee at any time, by one-half (1/2) of the Trustee. Written notice stating the place and time of any meeting of the Trustee shall be sufficient if given at least one day in advance of the time fixed for the meeting. Notice shall be given by hand delivery, by first class mail, by a nationally recognized courier service or United States Express Mail, by email or by facsimile, receipt confirmed. Notice shall be deemed to have been given (i) if delivered by hand, when delivered at the address appearing in the records of the Trust or supplied by such recipient to the Trustee for the purpose of notice, (ii) if sent by first class mail, seven days after such mailing to the address appearing in the records of the Trust or supplied by such recipient to the Trustee for the purpose of notice, (iii) if sent by nationally recognized overnight courier service or by United States Express Mail, on the second following business day after delivery to such service or such mailing and (iv) if given by email or facsimile, when such email or facsimile is transmitted to the email address or facsimile number appearing in the records of the Trust or supplied by such recipient to the Trustee for the purpose of notice and the appropriate answer back or confirmation is received. Any Trustee may participate in any meeting of the Trustee, be counted for the purpose of determining a quorum thereof and exercise all rights and privileges to which such Trustee might be entitled were he or she personally in attendance, including the right to vote, or any other rights attendant to presence in person at such meeting, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. A majority of the Trustee shall be necessary to constitute a quorum for the transaction of business and all acts of the Trustee under this Agreement must be by unanimous consent.

12. Term. This Agreement shall continue in effect until December 31, 2080 (subject to extension as hereinafter set forth) but shall terminate at any time upon the first to occur of the following events: (1) the execution and acknowledgment by the Trustee (acting unanimously if more than one) of an instrument terminating this Agreement (which may be as to all or any portion of the shares held hereunder), duly filed in the office of the Company; or (2) a merger or consolidation of the Company with another corporation or a sale or exchange of voting shares of the Company unless immediately after such merger, consolidation or sale or exchange more than fifty percent (50%) of the voting stock of any of the following is held hereunder: (i) the



Company, (ii) the surviving corporation in a merger or consolidation in which the Company does not survive, or (iii) in the case of an exchange of stock, the corporation the stock of which is acquired in exchange for voting shares of the Company; or (3) the liquidation or dissolution of the Company unless, immediately after such liquidation or dissolution, more than fifty percent (50%) of the voting stock of another corporation is held hereunder.

13. Compensation and Reimbursement of Trustee. The Trustee shall serve without compensation, unless such compensation is authorized by a majority vote of the persons then holding voting trust certificates hereunder, but it is expressly agreed that the Trustee shall have the right to incur and pay such reasonable expenses and charges, to employ and pay such agents, attorneys, and counsel as the Trustee may deem necessary and proper with respect to the Trustee carrying out any of the Trustee's duties under this Agreement or interpreting or exercising any of the Trustee's powers under this Agreement. Any such expenses or charges incurred by and due to the Trustee paid by the Company, where the Company deems it appropriate to its interests, may be deducted pro rata from the dividends or other moneys or property received by the Trustee on the stock deposited hereunder. Nothing herein contained shall disqualify the Trustee or successor Trustee, or incapacitate any of them from serving the Company or any of its subsidiaries as officer or director, or in any other capacity, and in any such capacity receiving compensation.

14. Legend. All voting trust certificates issued pursuant to this Agreement shall be marked with a legend indicating that such certificates are held subject to this Agreement.

15. Meetings of Holders. The Trustee shall have no duty to hold meetings of holders of voting trust certificates, but the Trustee shall be entitled to do so. Two (2) days written notice of every meeting of holders shall be given and such notice shall state the place, day, hour and purposes of such meeting, but any holder may waive such notice in writing, either before, during or after the meeting. The failure to hold meetings shall not in any manner or degree impair or reduce the authority of the Trustee hereunder.

16. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

b. Governing Law; Venue. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to otherwise applicable principles of conflicts of law. Any action or counterclaim hereon shall be commenced or asserted, as the case may be, only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern



District of Pennsylvania. All parties hereto consent to the jurisdiction of such courts and waive any objection based on forum non conveniens.

c. Notice. Unless otherwise in this Agreement specifically provided, any notice to or communication with the holders of the voting trust certificates hereunder shall be deemed to be sufficiently given or made if addressed to such holders at their respective addresses appearing on the transfer books of the Trustee and deposited in any post office or post office box, personally delivered with evidence of receipt or submitted to an overnight delivery service such as Federal Express or similarly recognized service and so addressed. In addition, notice may be given by email. The addresses of the holders of voting trust certificates, including email addresses, as shown on the transfer books of the Trustee, shall in all cases be deemed to be the addresses of voting trust certificate holders for all purposes under this Agreement, without regard to what other or different addresses the Trustee may have for any voting trust certificate holder on any other books or records of the Trustee. Every notice so given shall be effective, whether or not received; and the date of mailing shall be the date such notice is deemed given for all purposes.

d. Binding Nature of Agreement; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, including future holders of voting trust certificates, and their respective heirs, personal representatives, successors and assigns. No party may sell, assign, transfer or encumber such party's rights or obligations under this Agreement, the voting trust certificates or the shares represented thereby, without the prior written consent of the other parties hereto, except to the extent expressly permitted in this Agreement or the Shareholders' Agreement. Neither the death, disability nor incapacity of a holder of voting trust certificates shall in any way remove the shares from being held by the Trustee under this Agreement.

e. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein provided. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.


f. Counterparts; Signature by Facsimile and E-mail Transmission. This Agreement and any amendment, restatement, or termination of any provision of this Agreement, may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. A party's transmission by facsimile or by e-mail transmission of an Adobe Portable Document Format (also known as a PDF file) of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission. A party that has delivered this Agreement by facsimile or e-mail transmission shall forthwith deliver an originally executed copy to the other party or parties.




*Signatures on following page.*

IN WITNESS WHEREOF Richard C. Dean, as Trustee and Shareholder, and the Company have signed this Agreement as of the date first set forth above.

MARANATHA BROADCASTING COMPANY,  
INC.

By:   
Barry Fisher, President

“Shareholder” and “Trustee”

  
Richard C. Dean



**Exhibit A**

No. VT - \_\_\_\_\_

544 Shares

MARANATHA BROADCASTING COMPANY, INC.,  
a Pennsylvania corporation

Voting Trust Certificate for Company Voting Common Stock

This certifies that Richard C. Dean is entitled to all the benefits arising from the deposit with and transfer to the Trustee under the Richard C. Dean Voting Trust Agreement dated January 1, 2022 (the "Voting Trust Agreement"), of certificates for shares of voting common stock of Maranatha Broadcasting Company, Inc., a Pennsylvania corporation (hereinafter called the "Company"), as provided in such Voting Trust Agreement and subject to the terms thereof and to the Amended and Restated Shareholders' Agreement dated as of March 4, 2017 (the "Shareholders' Agreement"). The registered holder hereof is entitled to receive payment, in the manner set forth in the said Voting Trust Agreement, equal to the amount of dividends, if any, received by the Trustee upon the number of shares of voting common stock of the Company in respect of which this certificate is issued. **Until the Trustee shall have delivered the shares of stock held under such Voting Trust Agreement to the holders of the trust certificates, or to the Company, as specified in such Voting Trust Agreement, the Trustee shall possess and shall be entitled to exercise all rights and powers of an absolute owner of such shares of stock, including the right to vote thereon for every purpose, and to execute consents in respect thereof for every purpose, it being expressly stipulated that no voting right passes to the owner hereof, or such owner's assigns, under this certificate or any agreement, expressed or implied.**

This certificate is issued, received, and held under, and the rights of the owner hereof are subject to, the terms of the Voting Trust Agreement and of every agreement amending or supplementing the same.

This certificate is transferable on the books of the Trustee at the office of the Company (or elsewhere as designated by the Trustee) by the holder hereof, either in person or by attorney duly authorized, in accordance with the rules established for that purpose by the Trustee and on surrender of this certificate properly endorsed, subject to compliance with all applicable state and federal securities laws. Title to this certificate when duly endorsed shall, to the extent permitted by law, the Voting Trust Agreement and the Shareholders' Agreement, be transferable with the same effect as in the case of a negotiable instrument. Each holder hereof agrees that delivery of this certificate, duly endorsed by any holder hereof, shall vest title hereto and all rights hereunder in the transferee; provided, however, that the Trustee may treat the registered holder hereof, or when presented duly endorsed in blank the bearer hereof, as the absolute owner hereof, and of all rights and interests represented hereby, for all purposes whatsoever, and the Trustee shall not be



bound or affected by any notice to the contrary, or by any notice of any trust, whether express or implied, or constructive, or of any charge or equity respecting the title or ownership of this certificate, or the share of stock represented hereby; provided, however, that no delivery of stock certificates hereunder, or the proceeds thereof, shall be made without surrender hereof properly endorsed. This certificate shall not be valid for any purpose until duly signed by the Trustee.

The word "Trustee" as used in this certificate means the Trustee acting under the Voting Trust Agreement.

IN WITNESS WHEREOF, the Trustee has signed this certificate on March 11, 2022.

"Trustee"

By: 

(Form of Assignment):

For value received \_\_\_\_\_ hereby assigns the within certificate, and all rights and interests represented thereby, to and appoints the Trustee, as attorney to transfer this certificate on the books of the Trustee mentioned therein, with full power of substitution.

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

Note: The signature to this assignment must correspond with the name as written upon the face of this certificate in every particular, without alteration, enlargement, or any change whatever. All endorsements, in the discretion of the Trustee, shall be guaranteed by a bank or trust company satisfactory to the Trustee.



**Exhibit B**

Date: \_\_\_\_\_

To: Maranatha Broadcasting Company, Inc.  
Attn: President  
300 East Rock Road  
Allentown, PA 18103

TRUST TERMINATION CERTIFICATE

I, Richard C. Dean, hereby exercise my power to terminate the Richard C. Dean Voting Trust dated \_\_\_\_\_, 20\_\_. Such termination is effective twenty (20) days from the date of this Trust Termination Certificate.

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : ss  
:

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned officer, a notary public in and for said county and state, personally appeared Richard C. Dean, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Trust Termination Certificate and acknowledged that he executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires