

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made as of March 9, 2020, between John Wagner, an individual (“Donor”) and Radiant Life Ministries, Inc., an Ohio not-for-profit corporation (“Donee”).

### Recitals

A. Donor owns and operates the following television broadcast station (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WXFW(DT), Greenville, MS (FCC ID 25236)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Donor desires to donate to Donee, and Donee desires to accept from Donor, the Station Assets (defined below).

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE 1: DONATION OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Donor shall donate to Donee, all right, title and interest of Donor in and to the following assets (the “Station Assets”): (a) all licenses, permits and other authorizations issued to Donor by the FCC with respect to the Station (the “FCC Licenses”) described on *Schedule 1.1(a)*; (b) the equipment listed on *Schedule 1.1(b)*; and (c) the telecommunications tower site use agreement (the “Site Use Agreement”) as disclosed on *Schedule 1.1(c)*, with third party prior written consent to the assignment and assumption of such Site Use Agreement being a condition precedent to Closing, unless waived by Buyer and Seller. Donor makes no representations or warranties regarding the Station Assets. Donee acknowledges that the Station is currently operating at reduced power pursuant to special temporary authority as disclosed on *Schedule 1.1(a)* and that Donor shall have no obligation to return the Station to its licensed facilities. Until Closing, Donor shall maintain the validity of the special temporary authority, filing extensions thereof as necessary.

1.2 Donation Credit. At Closing, Donee, as a 501(c)(3) not-for-profit charitable organization recognized as qualified to receive tax-deductible charitable gifts pursuant to Section 170(c)(1) of the Internal Revenue Code (the “Code”), shall provide Donor with a donation receipt confirming (i) that Donee is qualified to reserve tax-deductible charitable gifts pursuant to Section 170(c)(1) of the Code; and (ii) the value of the Station Assets as determined by a qualified appraiser in accordance with Treasury Regulations (the “Donation Receipt”). Delivery

by Donee of the Donation Receipt is a condition of Closing. Donee further agrees to cooperate with Donor to complete and sign any writings required by the Internal Revenue Service to report the donation of the Station Assets, including by signing the Donee Acknowledgement on an IRS Form 8283 completed by Donor to report the donation of the Station Assets. Donor shall be solely responsible for engaging a qualified appraiser and for paying all fees associated with obtaining a qualified appraisal.

1.3 Closing. The consummation of the donation and acceptance of the Station Assets provided for in this Agreement (the "Closing") shall take place no later than December 31, 2020 (the "Final Donation Date"), and may take place at any time prior to the Final Donation Date as follows: (a) at Donor's option should the Network Affiliation Agreement dated as of July 18, 2018 between ION Media Networks, Inc. and Donor (the "Network Agreement") be terminated pursuant to the provisions therein; or (b) if Donee agrees to accept assignment of the Network Agreement prior to the Final Donation Date. Should the Network Agreement be terminated pursuant to subsection (a) herein, Donor shall provide Donee with ten (10) days' written notice of the date on which the Closing is to occur (the "Closing Date").

1.4 FCC Consent. Within ten (10) days of the date of this Agreement, Donor and Donee shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Donee. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent". Donor and Donee shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. This Agreement may be terminated by either party if Closing does not occur by December 31, 2020.

1.5 Donee Representation. Donee represents and warrants to Donor that it intends to significantly use the Station Assets to substantially further its regularly conducted charitable activities.

1.6 Liabilities. Except for those liabilities accruing after the Closing Date under the Site Use Agreement and Network Agreement, Donee does not assume any of Donor's liabilities related to the Assets, whether arising before or after the Closing Date, and such liabilities shall be retained by and remain the sole responsibility of Donor.

## ARTICLE 2: JOINT COVENANTS.

Donor and Donee hereby covenant and agree as follows:

2.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Donor to Donee) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement. No party shall, without the prior written consent of the other, issue any press release or make any other public

announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other.

2.2 Control. Donee shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Donor as the holder of the FCC Licenses.

### ARTICLE 3: MISCELLANEOUS

3.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

3.2 Taxes. Donor has, in respect of the Station's business, filed all foreign, federal, state, county and local income excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

3.3 Sale by Donee. In the event that Donee sells the Station Assets within three (3) years of the Closing Date, Donee shall notify Donor in advance of such sale and shall give Donor the opportunity to review and comment on the content of any report or other form required by the Internal Revenue Service or any state taxing authority (including but not limited to IRS Form 8282) to be filed to report such sale.

3.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Donor, then to:

John Wagner  
c/o Camden Asset Management  
2029 Century Park East, Suite 2010  
Los Angeles, CA 90067

with a copy (which shall not constitute notice) to:

Edinger Associates PLLC  
1725 I Street NW, Suite 300  
Washington, DC 20006  
Attention: Scott Woodworth, Esq.

if to Donee, then to:

Radiant Life Ministries, Inc.

11717 Route 37  
Marion, IL 62959  
Attention: Garth W. Coonce

3.5 Amendment. No amendment or modification of this Agreement shall be effective and binding unless in writing and signed by the parties hereto.

3.6 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein.

3.7 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

3.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DONEE:

RADIANT LIFE MINISTRIES, INC.

By: 

Name: Shane A. Chaney

Title: Chief Financial Officer

DONOR:

\_\_\_\_\_  
John Wagner

Schedule 1.1(a)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DONEE:

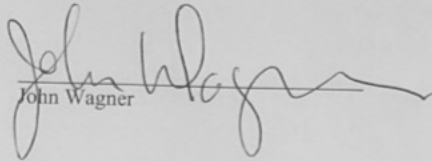
RADIANT LIFE MINISTRIES, INC.

By: \_\_\_\_\_

Name: Shane A. Chaney

Title: Chief Financial Officer

DONOR:

  
John Wagner

Schedule 1.1(a)

FCC Licenses

| STATION  | FAC. ID | COL            | LICENSE                               | STA                            |
|----------|---------|----------------|---------------------------------------|--------------------------------|
| WFXW(DT) | 25236   | Greenville, MS | BLCDT-20090612ACI<br>(expires 6/1/21) | 0000080889<br>(expires 3/6/20) |

Schedule 1.1(b)

Equipment

Axcera Visionary Transmitter (not operational)

Low power transmitter

Dielectric TFU-29JTH-R-04 Antenna

Associated RF transmission line



Schedule 1.1(c)

Site Use Agreement

Site Use Agreement dated as of July 31, 2018, by and between Vertical Bridge Towers III, LLC, a Delaware limited liability company, and John Wagner, an individual.