

ION MEDIA LPTV, INC.

December 21, 2017

Word Broadcasting, Inc.
3701 Fern Valley Road
Louisville, KY 40219
Attn: Robert Rodgers

Re: Charitable Contribution of Low-Power Television Station License

Dear Mr. Rodgers:

This letter agreement (the “**Agreement**”) evidences the mutual understanding between ION Media LPTV, Inc., a Florida corporation (“**ION**”), and Word Broadcasting Network, Inc., a nonprofit corporation organized under the laws of the State of Kentucky, d/b/a The Word Broadcasting Network (“**Word Network**”), regarding the contribution by ION to Word Network of certain assets as more particularly described in the attached Exhibit A (the “**Contributed Assets**”).

1. ION desires to make a charitable contribution to Word Network of its entire right, title, and interest in and to the Contributed Assets.
2. The closing date of the transfer of the Contributed Assets to Word Network (the “**Closing Date**”) shall be a date selected by ION following receipt of such governmental and third party consents and approvals as ION shall determine to be advisable. ION and Word Network shall use commercially reasonable efforts to promptly obtain all such approvals. If on the selected Closing Date any governmental or third party consents or approvals that are legally necessary for the transfer of any Contributed Assets by ION to Word Network have not been received, ION shall transfer to Word Network only those of the Contributed Assets as to which it has received all legally required consents or approvals (the “**Transferred Assets**”). ION will contribute to Word Network all of ION’s right, title, and interest in and to the Transferred Assets, and Word Network will accept the Transferred Assets and assume all of the liabilities and obligations arising therefrom, from and after the Closing Date, by signing one or more assignment and assumption instruments, which transfer such Transferred Assets to Word Network pursuant to the terms and provisions in this Agreement, as reasonably requested by ION. Further, if ION receives, after the Closing Date, the consents or approvals that are legally required for the transfer of any additional Contributed Assets to Word Network, it shall transfer such additional assets to Word Network within a reasonable period of time after such consents or approvals are received (and such additional

- Contributed Assets shall be deemed "Transferred Assets" for purposes of this Agreement). ION agrees (for a period of 90 days from and after the Closing Date) not to withdraw or terminate any requests or applications for consents or approvals which are pending on but not yet approved on the Closing Date, and shall use commercially reasonable efforts (during such 90-day period) to pursue any such consents or approvals.
3. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any claim, right, benefit or obligation under any contract or resulting from any contract if such an assignment, without the consent of a third party, would constitute a breach or violation of such contract and if consent to such assignment is not obtained on or prior to the Closing Date.
 4. On the Closing Date, and thereafter upon receipt of any additional transfers of Contributed Assets, Word Network will provide to ION a written acknowledgement of the contribution satisfying the requirements of Section 170(f)(8) of the Internal Revenue Code (the "**Code**").
 5. It is the intention of both ION and Word Network that ION's contribution of the Contributed Assets to Word Network be eligible for a federal income tax charitable contribution deduction as provided by Section 170(a) of the Code.
 6. ION's contribution of the Contributed Assets to Word Network will not result in the loss of Word Network's classification as a publicly-supported organization described by Section 170(b)(1)(A)(vi) of the Code. Word Network has provided to ION a written statement to that effect, consistent with the provisions of Section 1.170A-9(f)(5)(iii) of the Code and containing the information specified by that regulation, which is attached as Exhibit B.
 7. Word Network will notify ION in writing within five (5) business days after receipt of formal or informal notification from the IRS that the IRS intends to take any action with respect to Word Network that could affect Word Network's status as a charitable organization described in Section 501(c)(3) of the Code.
 8. The use of the Contributed Assets by Word Network will be related to the purpose or function constituting the basis for Word Network's exemption under Section 501(c)(3) of the Code and will not be in connection with any activity which gives rise to unrelated trade or business income, as defined in Sections 512 and 513 of the Code.
 9. Intentionally omitted.
 10. ION represents and warrants to Word Network that, as of the date of this Agreement, ION is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida. ION has all necessary corporate

power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by ION of this Agreement, the performance by ION of its obligations hereunder and the consummation by ION of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of ION.

11. Word Network represents and warrants to ION that, as of the date of this Agreement:
 - a. Word Network is an entity exempted from federal income tax by Section 501(a) of the Code as a charitable organization described in Section 501(c)(3) of the Code.
 - b. Word Network is a publicly-supported organization described by Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code and not as a private foundation.
 - c. Word Network is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the state of Kentucky. Word Network has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Word Network of this Agreement, the performance by Word Network of its obligations hereunder and the consummation by Word Network of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Word Network.
12. ION makes no representation or warranty, express or implied, at law or in equity, in respect of the Contributed Assets, including, but not limited to, with respect to (i) merchantability or fitness for any particular purpose, (ii) condition and repair, (iii) the presence of any defects (either patent and latent), (iv) maintenance and upkeep, or (v) the sufficiency of the assets to be used to operate one or more television stations, and, in each case, any such other representations or warranties are hereby expressly disclaimed.
13. Word Network acknowledges and agrees that ION is transferring the Contributed Assets to Word Network on an “as-is, where-is” basis.
14. ION shall have no liability to Word Network (and Word Network may not make any claim against ION) in respect of any inaccuracies in Exhibit A, including any assets listed therein that are not actually transferred to Word Network.
15. Word Network acknowledges and agrees that the Contributed Assets do not include any rights as a lessee or licensee of space on a broadcast tower for use by such station in its broadcasting operations, and that it shall be Word

Network's sole responsibility to obtain any such rights, as it may determine in its sole discretion to be necessary or desirable.

16. ION and Word Network agree to execute and deliver such other documents or instruments as may be reasonable and necessary in furtherance of the terms and conditions of this Agreement, including but not limited to IRS Form 8283.
17. Word Network has not provided, and will not provide, ION any goods or services or other consideration in connection with ION's contribution of the Contributed Assets.
18. Word Network agrees to indemnify and hold harmless ION and its directors, officers, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of, or in connection with, the acts or omissions of Word Network or its directors, officers, employees or agents under this Agreement. ION agrees to indemnify and hold harmless Word Network and its directors, officers, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of, or in connection with, the acts or omissions of ION or its directors, officers, employees or agents under this Agreement. The parties agree to provide prompt written notice to the other party of any claim or circumstance that likely will give rise to a request for indemnification.
19. NEITHER WORD NETWORK NOR ION WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. This Agreement shall be governed by the laws of the State of New York and, in the event that any party shall bring a suit or cause of action in a court of law for construction, interpretation or enforcement of this Agreement, or for damages for any alleged breach of the terms or provisions of this Agreement, then venue for any such suit or cause of action shall lie exclusively in New York, New York.
21. Neither ION nor Word Network shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Without limitation, such acts may include acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, extreme weather, or other events beyond the parties' control.

22. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
23. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that a merger, acquisition, change in control, change of ownership or a majority interest, or the sale of a significant portion of the assets of either party shall not constitute an assignment or delegation hereunder.
24. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to the successors and assigns of either party permitted under Section 23 above.
25. Any notice or demand required or permitted under this Agreement will be in writing and will be personally delivered or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the attention of person(s) at the address specified below.

ION Media LPTV, Inc.	Word Network
Attn: Legal Department	Attn: Robert Rodgers
601 Clearwater Park Rd.	Address: 3701 Fern Valley Road
West Palm Beach, FL 33401	Louisville, KY 40219

26. In the event that one or more provisions of this Agreement is judicially determined to be invalid, unlawful or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
27. This Agreement and the Exhibits hereto constitute the entire contract between ION and Word Network regarding the Contributed Assets. Any agreements, promises, proposals, negotiations, or representations (whether written, oral, express, or implied) which are not expressly set forth in this Agreement are of

no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile or e-mail transmission shall be valid and binding.

[Signatures begin on next page]

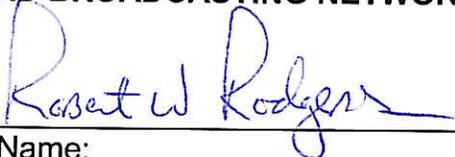
Please evidence Word Network's agreement to, and acknowledgement of the above by counter-signing this Agreement where indicated below.

ION MEDIA LPTV, INC.

By: 
Name: Michael Hubner
Title: Secretary

Acknowledged, Agreed and Accepted:

WORD BROADCASTING NETWORK, INC.

By: 
Name:
Title:

Dated: December 21, 2017

EXHIBIT A**DESCRIPTION OF CONTRIBUTED ASSETS**

FCC License:

<u>Call Sign</u>	<u>City of License</u>	<u>FCC Facility Number</u>	<u>Licensee</u>	<u>License Number</u>	<u>License Expires</u>
KBPX-LD	Houston	17746	ION Media LPTV, Inc.	BLDTL-20100629ATU	8/1/2022