

**\$27,000.00**  
**Ocala, Florida**

## PROMISSORY NOTE

Pursuant to the terms of an Asset Purchase Agreement (“APA”) dated June 1, 2018, **Spectrum Solutions, LLC** (hereinafter “Payor”), promises to pay to **Global Outreach Ministry Network, Inc.** (hereinafter “Payee”), the principal amount of **Twenty-Seven Thousand Dollars (\$27,000.00)**, plus interest which and payable as follows:

The Note will have a term of twenty-nine (29) months, with a single payment of \$5,000.00 due six (6) months from consummation of the transaction contemplated by the APA, followed by twenty-two (22) monthly payments of \$1,000.00 until the note is paid in full. The note shall have an interest rate of zero percent (0%).

1. The payment due date for Note payments is the      day of each month, commencing                     , 2018. Payor may, at its option, with ten (10) days' notice to Payee, prepay the entire amount of this Note.

2. This Note is secured by and subject to a security interest in the personal property and the proceeds from the future sale of any government licenses associated with the operation of LPTV Station WGOM-LP, as evidenced by a Security & Membership Pledge Agreement, and a Personal Guarantee, all of even date herewith.

3. In the event that:

(a) Payor shall default in the payment of this Note and such installment shall continue to remain unpaid for a period of ten (10) days from the due date; or

(b) A decree or order by a court having jurisdiction in the premises shall have been entered adjudging Payor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for Payor under the Federal Bankruptcy laws, or any other similar applicable state or federal law, and such decree or order shall have continued undischarged or unstayed for a period of thirty (30) days; or a decree or order by a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Payor or for the winding up or liquidation of its affairs, shall have been entered, and such decree or order shall have continued undischarged or unstayed for a period of thirty (30) days; or any of the property of Payor securing this obligation shall be sequestered or attached by legal order or decree, and shall not be returned to the possession of Payor or released from such attachment within thirty (30) days thereafter; or

(c) Payor shall institute proceedings to be adjudged a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it or shall file a petition or answer or consent seeking reorganization, readjustment, arrangement, composition or similar relief under the Federal Bankruptcy laws or any other similar federal or state law, or shall consent to the filing of such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or a substantial part of the property securing this obligation, or shall make an assignment for the benefit of creditors;

(d) Payor shall become subject to a Final Order from the FCC adjudicating Payor to be in violation of FCC rules or regulations and imposing a financial penalty upon Payor;

(e) Payor fails to cause the removal within 30 days of a lien upon any assets which serve as collateral for this Note;

(f) Payor fails to timely remit payment for any and all real, personal, sales or income taxes due from operation of the LPTV Station WGOM-LP;

Then, in any such event, all of the unpaid principal balance on this Note, together with any accrued but unpaid interest thereon, shall, at the option of Payee, immediately become due and payable.

4. If this Promissory Note is placed in the hands of an attorney for collection after maturity (whether by acceleration, declaration, extension or otherwise), the Payor shall pay on demand all costs and expenses of collection including all attorney's fees incurred by Payee.

5. In the event Payor conveys either the assets associated with LPTV Station WGOM-LP or the equity interests that own the assets, without the prior written consent of Payee, then in such event, all of the unpaid principal balance on this Note, together with any accrued but unpaid interest

thereon, shall, at the option of Payee, immediately become due and payable.

6. After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of eighteen percent (18%) per annum OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

7 No modification, change, waiver or amendment of this Note shall be deemed to be made by the Payee unless in writing signed by the Payee, and each such waiver, if any, shall apply only with respect to the specific instance involved.

8 This Note may be assigned at any time by Payee. Notification of any such assignment shall be provided to Payor within ten (10) days of said assignment. This Note may NOT be assigned by Payor without prior written consent of Payee.

8. *Notices:* Unless otherwise directed in writing:

(a) All notices and payments due under this Note to Payee or Holder shall be delivered or sent to Payee at the following address:

Global Outreach Ministry Network, Inc.  
10931 SW 45<sup>th</sup> Ave  
Ocala, FL 34476

(b) All notices to be sent to Payor shall be delivered or sent to:

Spectrum Solutions, LLC  
6803 Lake Buckhorn Court  
Louisville, KY 40291

9. This Note shall be deemed made in, and shall be governed by the laws of the State of Florida. Venue for any action arising under this Note shall be in a Court of competent jurisdiction in Ocala, Florida.

[ THE NEXT PAGE IS THE SIGNATURE PAGE ]

**IN WITNESS WHEREOF**, Payor has duly executed this Promissory Note as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

**PAYOR:**

**SPECTRUM SOLUTIONS, LLC**

\_\_\_\_\_  
By: Thomas Fawbush, Jr.