

SECURED PROMISSORY NOTE

\$10,000,000.00

Date: _____, 2018

Takoma Park, Maryland

Maturity Date: _____. 2048

FOR VALUE RECEIVED, the undersigned, Atlantic Gateway Communications, Inc., a Maryland nonprofit corporation ("Maker"), hereby promises to pay in lawful money of the United States to the order of Washington Adventist University, Incorporated or any subsequent holder or holders ("Holder") of this Promissory Note (this "Note"), at 7600 Flower Avenue, Takoma Park, Maryland 20912, or at such other place as Holder may from time to time designate in writing, the principal sum of Ten Million Dollars (\$10,000,000.00), together with all accrued interest on such outstanding unpaid principal balance, in accordance with the terms and provisions of this Note.

1. Principal and Interest. Interest shall accrue on the outstanding unpaid principal balance of this Note at the rate of four and one quarter percent (4.25%) per annum. Interest shall begin to accrue upon the execution hereof. Maker shall tender three hundred sixty (360) monthly installment payments of principal and interest of Forty-Nine Thousand One Hundred Ninety-Three Dollars and Ninety-Nine Cents (\$49,193.99). The first such payment shall be due and payable on the first business day of the next month commencing not less than fifteen (15) days and not more than forty-five (days) after the date hereof. Subsequent monthly installment payments shall be due and payable on the first business day of each succeeding month until the entire outstanding unpaid principal balance has been paid. The interest rate shall be adjusted, if necessary, as of the first day of each calendar quarter (i.e., January 1, April 1, July 1, and October 1), so as to equal the interest rate then currently in effect for new loans made by the Columbia Union Revolving Fund. Holder shall provide written notice of such adjustment not less than thirty (30) days prior to the effective date of each such adjustment. Upon such notice, the amount of the monthly installment payment and the amortization schedule shall be adjusted accordingly, so that the entire outstanding unpaid principal balance is paid within the course of the three hundred sixty (360) monthly payments.

2. Prepayment. Maker shall have the right to prepay, in part or in full, without penalty, this Note (together with all accrued interest to the date of prepayment on the amount of principal thus prepaid) at any time or times. All payments, including prepayments, made by Maker on account of this Note shall be applied first to the payment of any costs incurred by Holder in enforcing its rights under this Note, second to the payment of any accrued but unpaid interest, and the remainder, if any, to the unpaid principal balance.

3. Security. Payment of the indebtedness evidenced by this Note is secured by certain assets of Maker pledged to Holder pursuant to a Security Agreement between Maker and Holder of even date herewith (the "Security Agreement"), attached hereto as Exhibit A.

4. Waiver Regarding Notice. Maker waives presentment, demand and presentation for payment, protest and notice of protest, and, except as otherwise specifically provided herein, any other notices of whatever kind or nature, bringing of suit and diligence in taking any action to

collect any sums owing hereunder. From time to time, without in any way affecting the obligation of Maker to pay the outstanding principal balance of this Note and any interest accrued thereon and fully to observe and perform the covenants and obligations of Maker under this Note, without giving notice to, or obtaining the consent of, Maker, and without any liability whatsoever on the part of Holder, Holder may, at its option, extend the time for payment of interest hereon and/or principal of this Note, reduce the payments hereunder, release anyone liable on this Note, accept a renewal of this Note, join in any extension or subordination, or exercise any right or election hereunder. No one or more of such actions shall constitute a novation or operate to release Maker.

5. Event of Default. The following shall constitute an “Event of Default” hereunder:

- a. Maker’s failure to make any required payment of principal and/or interest under this Note, or any other amount due and payable under this Note, on or before five (5) days after the date on which such payment is due under this Note, and the continuation of such failure for a period of thirty (30) days after the Holder gives the Maker written notice of such failure to perform; or
- b. Maker’s failure to perform any other obligation (other than one that can be satisfied with the payment of money) required under this Note or the Security Agreement of even date herewith, and the continuation of such failure for a period of thirty (30) days after the Holder gives the Maker written notice of such failure to perform; or
- c. Maker’s insolvency, general assignment for the benefit of creditors, or the commencement by or against the Maker of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of the Maker’s debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for the Maker or for all or any substantial part of the Maker’s assets, and the continuation of such condition for ninety (90) days without a resolution of the matter in Maker’s favor.

6. Remedies. Upon the occurrence of an Event of Default, the Holder may elect to do either or both of the following: (i) Holder shall have the right to cause the entire unpaid principal balance, together with all accrued interest thereon, reasonable attorneys’ fees and all fees, charges, costs and expenses, if any, owed by Maker to Holder of this Note, to become immediately due and payable in full by giving written notice to Maker, and (ii) increase the interest rate applicable to the outstanding principal balance of this Note to a rate two percentage points over the interest rate then in effect under this Note. Upon the occurrence of an Event of Default, Holder may avail itself of any legal or equitable rights which Holder may have at law or in equity or under this Note or the Security Agreement, including, but not limited to, the right to accelerate the indebtedness due under this Note as described in the preceding sentence. The remedies of Holder of this Note as provided herein shall be distinct and cumulative, and may be pursued singly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall arise. Failure to exercise any of the foregoing options upon

the occurrence of an Event of Default shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other Event of Default, and no single or partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Holder shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Holder of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time, or nullify any prior exercise of any such rights or remedies without the express written consent of Holder.

7. Maker's Covenants. Until such time as this Note shall be paid in full the Maker covenants and agrees to (i) not lease, sell or otherwise transfer any substantial part of its assets or interest therein, except in connection with the replacement or upgrade of personal property in the ordinary course of business; (ii) keep itself adequately insured against hazards and liabilities, (iii) provide to Holder copies of Maker's financial statements from time to time as may reasonably be requested by Holder, but in any event no less frequently than annually, and (iv) not create, assume or suffer to exist any indebtedness or other obligation for the deferred purchase price of the assets being acquired or any guaranty of the indebtedness of others in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), and (v) not create, assume, or suffer to exist any lien, pledge, mortgage or security interest upon any of its property or assets whether now owned or hereafter acquired, other than any such indebtedness, guaranties, or liens which exist as of the date of this Note and of which Maker shall have notified Holder in writing, and any indebtedness, guaranties, or liens which arise after the date of this Note and to which Holder shall have consented in writing. Any indebtedness in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) for borrowed money of the Maker incurred after the date of this Note shall be made expressly subordinate to the rights of Holder, upon such terms as Holder may reasonably request. At any time at the request of the Holder, the Maker agrees to execute and deliver such agreements and instruments, including mortgages or security agreements, as may be necessary to create and perfect a pledge of Maker's real and/or personal property as security for this Note. Maker agrees to pay any filing or recording fees and taxes that may be applicable to such mortgages or security interests. In furtherance thereof, Holder is hereby irrevocably appointed the true and lawful attorney of the Maker, in its name and stead, to cause to be executed, filed, registered or recorded any mortgages, security agreements, and related instruments evidencing a pledge of real and/or personal property of the Maker. This power of attorney shall be irrevocable and shall be deemed coupled with an interest. The Maker hereby ratifies and confirms all that its said attorney, or its substitute or substitutes, shall lawfully do by virtue of this Note. The foregoing notwithstanding, none the obligations, limitations or restrictions imposed upon Maker by this Section 7 shall apply with respect to any real or personal property acquired by Maker after the date hereof as an in-kind contribution or with the proceeds of a restricted monetary contribution whose donor designated that it be used to acquire said property.

8. Set-off. Maker hereby instructs the Columbia Union Conference of Seventh-day Adventists and any of affiliate thereof holding credits, deposits, accounts, or monies of, for the benefit of, or for the disbursement or credit to, the Maker, upon demand by Holder following an Event of Default, to release and deliver such funds to Holder for application to payment in full of the principal of and interest on this Note. In furtherance thereof, Holder is hereby irrevocably

appointed the true and lawful attorney of the Maker for the purpose of executing, in its name and stead, any consents or instructions required by the Columbia Union Conference of Seventh-day Adventists or its affiliates in connection with such release of funds. This power of attorney shall be irrevocable and shall be deemed coupled with an interest. The Maker hereby ratifies and confirms all that its said attorney, or its substitute or substitutes, shall lawfully do by virtue of this Note

9. Expenses of Collection. If this Note is referred to an attorney for collection while Maker is in default, whether or not suit has been filed or any other action instituted or taken to enforce or collect under this Note, Maker shall pay all of Holder's costs, fees (including attorneys' fees) and expenses in connection with such referral.

10. Governing Law The provisions of this Note shall be governed and construed according to the laws of the State of Maryland, without giving effect to its conflicts of laws provisions, shall be binding upon Maker, and shall inure to the benefit of Holder.

11. No Waiver. Neither any course of dealing by Holder nor any failure or delay on its part to exercise any right, power or privilege hereunder shall operate as a waiver of any right or remedy of Holder hereunder unless said waiver is in writing and signed by Holder, and then only to the extent specifically set forth in said writing. A waiver as to one event shall not be construed as a continuing waiver by Holder or as a bar to or waiver of any right or remedy by Holder as to any subsequent event.

12. Modification. This Note may not be modified orally, but only by an instrument in writing, duly executed by Maker and Holder.

13. Notices.

(a) All notices hereunder shall be in writing and shall either be hand delivered, with receipt therefor, or sent by Federal Express or similar courier, with receipt therefor, or by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Maker: Attn: Kevin Krueger
Atlantic Gateway Communications, Inc.
7600 Flower Avenue
Takoma Park, Maryland 20912

If to Holder: Attn: Patrick Farley
Washington Adventist University, Incorporated
7600 Flower Avenue
Takoma Park, Maryland 20912

Notices shall be effective when received.

(b) Any of the foregoing persons may change the address to which notices are to be delivered to it hereunder by giving written notice to the others as provided in this Paragraph 13.

14. Captions. The captions herein are for convenience of reference only and in no way define or limit the scope or content of this Note or in any way affect its provisions.

15. Miscellaneous. If at any time one or more provisions of this Note is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The relationship between Maker and Holder with respect to this Note is and shall be solely that of debtor and creditor, respectively, and Holder has no fiduciary obligation toward the Maker with respect to this Note of the transactions contemplated hereby. This Note shall be binding upon and inure to the benefit of the respective successors and assigns of the Maker and the Holder, provided that the maker shall have not right to assign or transfer its rights and obligation under this Note voluntarily or by operation of law without first obtaining the written consent of Holder, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. The execution, delivery and performance of this Note by the Maker has been duly authorized by all necessary action of the Maker. This Note has been duly executed and delivered by authorized representatives of Maker and constitutes a valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

16. **IN WITNESS WHEREOF**, Maker has executed this Promissory Note on this ___ day of _____, 2018.

WITNESS:

MAKER:

ATLANTIC GATEWAY
COMMUNICATIONS, INC.

Name (printed):

by: _____
Name (printed):
Title: