

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement"), executed as of March 20, 2018 but effective as of March 26, 2018, (the "Effective Date") is between ACM JCE IV B LLC, a Delaware limited liability company ("Licensee"), and International Church of the Grace of God, Inc., a Florida nonprofit corporation (together with its successors and permitted assigns, "Buyer").

RECITALS

A. Licensee holds all licenses, construction permits, and other authorizations (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC") for the operation of radio broadcast station WFL 1400AM (Facility No.67812), licensed to Fort Lauderdale, Florida (the "Station").

B. Licensee and Buyer plan to enter into a certain WFL Asset Purchase Agreement within ninety (90) days of the Effective Date (as amended, modified, supplemented and/or restated from time to time, the "APA") subject to the terms and conditions of which Licensee has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Station (the "Acquisition"), which terms and conditions include, but are not limited to, the prior consent of the FCC to the transfer of the FCC Licenses to Buyer having been obtained.

C. During the Term (as defined below) of this Agreement, Licensee desires to permit Buyer to program, and sell advertising time on, the Station in exchange for the consideration set forth in this Agreement, subject to the rights and duties of Licensee under the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC issued or promulgated thereunder (collectively, the "Communications Laws"), including Licensee's continuing rights and duties to exercise control over the Station in the public interest.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term.

(a) The term of this Agreement (the "Term") shall commence on March 26, 2018 and shall expire on the earliest to occur of:

- (i) the date the Closing (as such term is defined in the APA) occurs;
- (ii) the date the APA terminates in accordance with its terms;
- (iii) the date this Agreement is terminated pursuant to Section 12; and
- (iv) the date that is 90 days after the Effective Date, if the application to the FCC requesting FCC consent to the assignment of the FCC Licenses to the Buyer has not been filed. Licensee agrees to use commercially best reasonable efforts to promptly

prepare and file the FCC Form 314 application after execution of the APA. Notwithstanding the foregoing, the parties may mutually agree to extend this Agreement for a period in excess of the period in (iv) on mutually agreeable terms.

2. Programming.

(a) Subject to the Licensee's rights under Section 8, Licensee shall make available to Buyer all of the airtime on the Station twenty-four (24) hours per day, seven (7) days per week to broadcast Buyer's programs (the "Programming") on the Station, provided that Licensee may reserve up to two (2) hours per week on the Station, on each Saturday morning from 6:00 a.m. until 8:00 a.m., to broadcast public affairs programming produced or acquired by Licensee, so long as Licensee, unless there are exigent circumstances, gives Buyer no less than twenty-four (24) hours' prior written notice of the start of the time during which Licensee intends not to broadcast Buyer's Programming.

(b) All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, Licensee's policies, and the standards set forth herein, including with respect to political and/or "issue-oriented" advertisements and programming. Licensee shall furnish within the Programming all station identification announcements required by the Communications Laws, and other programming attributes required by the Communications Laws. Upon request by the Licensee, Buyer shall provide Licensee with information with respect to Programming that is responsive to the public needs and interests to assist Licensee in the preparation of required programming reports, and shall provide Licensee, at its reasonable request, other information to enable Licensee to prepare other records, reports, or logs required by the FCC or other governmental authorities and/or to ensure compliance with the Communications Laws. At no time shall Buyer or its employees or agents represent, hold out, describe, or portray Buyer as the licensee of the Station.

(c) All right, title and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Buyer. Buyer shall be solely responsible for the content of the Programming.

3. Advertising.

(a) Subject to Licensee's rights under Section 8, Licensee grants to Buyer the exclusive right to resell to advertisers all of the time available for paid short-form and long-form broadcast material, including commercial advertising and program length programming, on all of the Station's channels, including analog and digital modes of operation (which time availability shall be not less than the amount customarily made available by other commercial radio stations in the Station's market(s)) and radio signals delivered by Internet; provided that in no event shall the airing of commercial advertising exceed any applicable commercial limitations under the Communications Laws.

(b) Buyer shall (i) set rates for advertising sold by it, and cooperate with Licensee to ensure that rates shall be in compliance in all material respects with all applicable laws

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and regulations regarding access to airtime and rates charged for political advertising, (ii) keep written records relating to the sale of commercial advertising on the Station consistent with practices which are usual and customary in the industry, (iii) make promptly available to Licensee all material in Buyer's possession and required to be made available for public inspection regarding requests for time by or on behalf of political candidates or the broadcast of controversial issue advertising, and (iv) cause the contents of the advertisements sold by Buyer for broadcast on the Station to conform to all applicable Communications Laws, including without limitation sponsorship identification and political broadcasting requirements, and of the Federal Election Commission, the Federal Trade Commission, and all other applicable laws, to the extent binding upon the Station.

4. Operations.

(a) Subject to Licensee oversight and control as FCC licensee for the Station, Buyer shall be responsible for the day-to-day operations of the Station under the control and supervision of the Licensee. Subject to Licensee oversight and control as FCC licensee of the Station, Buyer shall be responsible for:

Station; (i) procuring, producing, and/or providing Programming for the

(ii) the sale of the advertising time on the Station;

(iii) the operation of the Station's master control facilities and computerized traffic and billing systems;

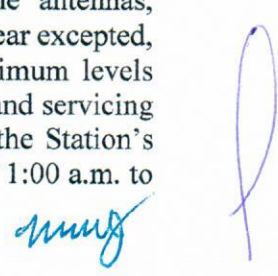
(iv) generating logs for the Station in accordance with a schedule of advertising availabilities designed and furnished to Buyer by Licensee;

(v) providing engineering and information technology services, including without limitation monitoring and maintenance of equipment, facilities and technical operations (and repair or replacement of equipment if necessary), and other IT functions; and

(vi) providing administrative and accounting services, including without limitation administration of accounts payable, collection of accounts receivable, maintenance of books and records, provision of office supplies, and "back-office" and other non-managerial clerical and administrative support.

5. Facilities.

(a) Licensee, at its sole expense, shall use commercially best reasonable efforts to maintain the Licensee's transmission equipment and facilities, including the antennas, transmitters, and transmission lines, in good operating condition, ordinary wear and tear excepted, and the operating power of the Station's analog and digital facilities at the maximum levels authorized by the FCC for the Station, normal inspections and routine maintenance and servicing excepted. Licensee shall endeavor to limit routine maintenance and servicing of the Station's transmission equipment and facilities to four (4) hours per week during the hours of 1:00 a.m. to



5:00 a.m. The reasonable costs incurred by Licensee in connection with the foregoing shall be a reimbursable expense as provided for herein.

(b) Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation. The Licensee's out-of-pocket cost of such repairs, if not covered by insurance or other third-party payments, shall not be a reimbursable expense as provided for herein. Buyer shall endeavor to supply Licensee with at least forty-eight (48) hours prior notice of an anticipated repair event whenever feasible.

(c) Licensee shall make repair and maintenance capital expenditures as reasonably necessary to maintain the functionality, security, and proper operation of the Station's facilities. Any capital expenditures properly characterized as repair and maintenance with respect to the Station also shall be a not reimbursable expense as provided for herein.

(d) Licensee shall not be required to make any capital expenditures with respect to the Station other than as provided in this Section 5 or as otherwise necessary for Licensee to meet its obligations under this Agreement, and any such other capital expenditures shall be made by Buyer at its election and at its sole cost and expense.

6. Station Revenue. Buyer shall be exclusively responsible for the collection of all revenues and accounts receivable arising from the sale of commercial advertising aired on the Station and published on the Station's websites, from tower income, and from all other revenue generating activities of or relating to the Station ("Station Revenues"). All Station Revenues collected by Buyer shall be for the account of Buyer.

7. Compensation to Licensee during LMA Term; Reimbursement of Expenses. In consideration of the benefits made available to Buyer pursuant to this Agreement, Buyer shall pay to Licensee the monthly fee set forth on *Schedule B* attached hereto and shall make expense reimbursement payments to Licensee as set forth on *Schedule B* attached hereto.

8. Licensee's Rights and Responsibilities.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the policies, facilities, and operation of the Station and over all persons working at the Station. Licensee shall bear responsibility for the Station's compliance with the Communications Laws and all other applicable laws, and Buyer shall cooperate with Licensee insofar as Licensee's rights and obligations under this Agreement may relate to any applicable governmental requirements. Licensee shall control all hiring and firing decisions with respect to Licensee's employees at the Station. Licensee shall retain control over the finances, policies, programming, its personnel, and operations of the Station.

(b) Licensee shall have the absolute right to (i) reject or refuse to broadcast any material, whether programming or advertising which Licensee believes to be contrary to the public interest, or contrary to any term, provision, or requirement of the Communications Laws, (ii) preempt portions of the programming or advertising to broadcast emergency information, and (iii) substitute broadcast material which Licensee believes to be of greater local or national



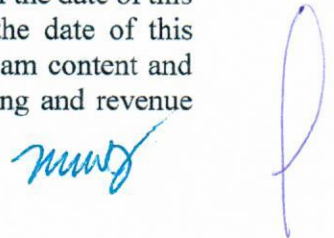
importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to refuse to broadcast any material containing matter that Licensee in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, defamatory, indecent, obscene, profane, violative of any third party privacy or other intellectual property rights, or otherwise in violation of law. In this regard Buyer shall cooperate with Licensee in affording Licensee a reasonable and periodic opportunity to review content of the programming and advertising prior to broadcast. To the fullest extent possible, except in exigent circumstances, Licensee shall notify Buyer at least one week in advance of any such preemption of any of the Programming or advertising unless such advance notice is impossible or impractical, in which case Licensee shall notify Buyer promptly upon making such determination.

(c) Any decision by Licensee to preempt, reject, or otherwise refuse to broadcast any programming or advertising, and any determination by Licensee whether the conditions giving rise to Licensee's right to do so have been satisfied, shall be within the sole and absolute discretion of Licensee; provided, however, that preemption, rejection, or refusal to broadcast any programming provided by Buyer or advertising sold by Buyer shall only occur to the extent Licensee deems such preemption, rejection, or refusal necessary to carry out its obligations as an FCC licensee. Licensee expressly agrees that its rights of preemption, rejection, and refusal shall be exercised in good faith and shall not be exercised in an arbitrary manner or for the purpose of influencing the actions of Buyer in other matters or obtaining commercial advantage. Any revenues associated with any programming substituted by the Licensee shall be exclusively the property of the Buyer and any costs associated with the substitution such programming net of any revenues received by Buyer for the substituted programming shall be non-reimbursable expenses of the Licensee unless the preempted programming offered by Buyer failed to meet standards for broadcast material under FCC rules.

(d) If Licensee preempts, rejects, or otherwise refuses to broadcast any programming or advertising, Licensee shall cooperate with Buyer in efforts to fulfill Buyer's commitments to advertisers in the event of any such preemption, rejection, or refusal; provided that Licensee shall not have any liability to Buyer or to any advertiser as a result of Licensee's good faith exercise of its right of rejection or preemption of any Programming or advertising.

(e) Licensee shall not broadcast on the Station any programming that includes commercial advertising sold by any third party without Buyer's prior written consent. Licensee shall not enter into any other commercial time sales, time brokerage, local marketing or similar agreements for the Station with any third party.

(f) Licensee shall retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and shall ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. Buyer is authorized to use such call letters in any promotional material in any media used in connection with this Agreement. Licensee shall retain all rights to the intellectual property associated with the Station's websites that is in existence as of the date of this Agreement, including domain names and URL addresses in existence as of the date of this Agreement, but Buyer shall have the exclusive right to access, produce and stream content and advertising over, and otherwise fully utilize the Station's websites as a marketing and revenue

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generating tool during the term of this Agreement; and Buyer shall have access to and exclusive ownership of any contact information or other intellectual property or data obtained or developed through the operation of any website operated on behalf of the Station during the term of this Agreement. At its discretion, Buyer may establish additional websites for one or all of the Station, with all such websites to be maintained on a URL separate from the website for any station licensed to the Buyer and branded with the call-sign of one or both of the Station.

(g) Licensee shall have the right to receive or handle mail, facsimiles, emails or telephone calls in connection with the programming or advertising supplied by Buyer. Licensee shall promptly forward to Buyer all correspondence, payments, communications or other information and/or documents that it receives that relate to the programming or advertising, or otherwise to Buyer's performance or activities under this Agreement, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

(h) The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws with respect to (i) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (ii) the broadcast and nature of public service programming and for the broadcast of programming to meet local needs; (iii) the maintenance of political and public inspection files and the Station's logs; (iv) the ascertainment of issues of community concern; (v) the preparation and filing of all quarterly issues/programs lists; and (vi) the obligation to pay the Station's expenses.

9. Buyer's Rights and Responsibilities.

(a) Buyer shall not broadcast any material on the Station in violation of the Communications Act, or any other law, including but not limited to the Copyright Act or the rights of any person. All broadcast material shall be (i) properly licensed, (ii) in the public domain, or (iii) cleared at the source by Buyer. Licensee shall not be obligated to pay any licensing fees or other similar expenses required in connection with the material broadcast by Buyer on the Station; provided, however, that Licensee shall provide Buyer with the benefits of the Station's programming licenses, contracts, and agreements and Buyer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

(b) Buyer shall provide Licensee and Licensee shall provide to Buyer the original or a copy of any correspondence (including emails), from the FCC and any member of the public relating to the programming or advertising to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Buyer shall timely respond to all such correspondence (including emails) as it deems appropriate; provided, however, that Licensee shall respond to any and all inquiries or communications received from the FCC.

(c) Buyer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the Communications Laws and federal election laws. Buyer shall release advertising availabilities to Licensee as necessary to

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permit Licensee to comply with the political broadcast rules of the FCC; *provided, however*, that revenues received by Licensee as a result of any such release of advertising time promptly shall be remitted to Buyer.

(d) Buyer shall provide to Licensee any information known to Buyer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any Programming or advertising to be broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification shall not require disclosure beyond the sponsorship identification contained in the commercial copy. Buyer shall at all times endeavor to proceed in good faith to comply with the requirements of the Communications Laws.

(e) Buyer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any written correspondence from the public it receives with respect to the Station programming and operation and Licensee shall include such letters in the Station's public inspection files as appropriate.

(f) Buyer represents that, in connection with its solicitation of advertisers, Buyer shall not discriminate on the basis of race or ethnicity. Furthermore, in Buyer's agreements with representation firms and ad agencies, Buyer shall require such entities to represent that they do not discriminate on the basis of race or ethnicity in connection with their solicitation of advertisers.

(g) Buyer shall cooperate with Licensee in fulfilling Licensee's responsibility to ensure that the Station air a reasonable amount of broadcast material responsive to the needs, interests, and problems of the Station's community of license and surrounding service area, and shall maintain a record of such broadcast material that is provided by Buyer to enable Licensee to produce in a timely way the quarterly issues/program lists that currently are required to be kept in the Station's public inspection file.

10. Insurance. Licensee shall maintain in full force and effect (at Licensee's sole cost and expense) its current insurance policies and coverage, or replacement policies and coverage, which, in either case, shall be insurance policies and coverage as are customarily held by broadcast radio station licensees. Licensee's costs of maintaining such insurance shall be a reimbursable expense as provided for herein. Buyer shall maintain in full force and effect (at Buyer's sole cost and expense) throughout the Term casualty and liability (including broadcaster's liability) insurance comparable to its present insurance coverage, covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be applicable) and in such amounts and on such terms as is conventionally carried by radio station operators with facilities in the area. Any insurance proceeds received by Buyer or Licensee in respect of damaged property shall be used to repair or replace such property. Each party shall provide to the other certificates or binders evidencing the insurance policies described herein and such other documents



and assurances relating to the insurance required hereunder as either party reasonably may request from time to time.

11. Representations.

(a) Each of Buyer and Licensee represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Licensee represents that it holds all FCC Licenses and all other state, federal, and local permits and authorizations, and owns or has the right to use all broadcast towers, equipment and transmission facilities reasonably necessary for the ownership and operation of the Station as currently operated as of the date of this Agreement.

12. Termination.

(a) Termination by Mutual Consent. This Agreement shall terminate upon the mutual written consent of Licensee and Buyer.

(b) Termination Upon Closing. This Agreement shall terminate upon the earlier to occur of the (i) the Closing under the APA and the simultaneous transfer of the FCC Licenses to Buyer in accordance with the consent of the FCC or (ii) termination of the Asset Purchase Agreement in accordance with its terms

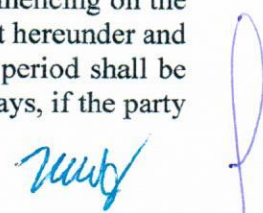
(c) Termination by Licensee. Licensee may terminate this Agreement upon written notice to Buyer if: (i) Buyer fails to comply with any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below); or (ii) Buyer breaches any representation or warranty made by it under this Agreement in any material respect.

(d) Termination by Buyer. Buyer may terminate this Agreement upon written notice to Licensee if:

(i) Licensee fails to comply with any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period; or

(ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(e) Cure Period. The term "Cure Period" means a period commencing on the date Licensee or Buyer receives written notice from the other of a breach or default hereunder and continuing until the date thirty (30) calendar days thereafter, provided that such period shall be extended for an additional period of time, not to exceed an additional thirty (30) days, if the party



in breach or default commences efforts to cure such breach or default within the initial thirty (30) day period and thereafter is diligently seeking to prosecute such cure. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*.

(f) Effect of Termination. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement or from any liability or obligation arising under this Agreement relating to the period prior to such termination, including but not limited to any obligation to pay amounts pursuant to Schedule B.

13. Indemnification. Buyer shall indemnify and hold Licensee harmless against any and all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights or any other type of claim resulting from the broadcast on the Station of any material furnished by Buyer for such broadcast hereunder. Licensee shall indemnify and hold Buyer harmless against any and all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights or any other type of claim resulting from the broadcast of any other material on the Station. The obligations under this Section shall survive any termination of this Agreement.

14. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of Licensee and Buyer and their respective successors and permitted assigns. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Licensee without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Subject to obtaining the consent of Buyer, Licensee may assign its rights and obligations under this Agreement to any successor in interest to Licensee as holder of the FCC Licenses and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Licensee hereunder pursuant to a written agreement reasonably satisfactory to Buyer. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Buyer without the prior written consent of Licensee, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that this Section shall not be interpreted so as to preclude Buyer from contracting with third parties to provide to provide services that Buyer is obligated to provide under this Agreement, so long as Buyer remains responsible for the performance such parties. Subject to obtaining the consent of Licensee, which shall not be unreasonably withheld, (a) Buyer may assign its rights and delegate its duties under the Agreement to any party that has entered into an agreement to purchase all or substantially all of the assets or equity interests of Buyer and (b) Buyer may assign its rights and obligations under this Agreement to any successor in interest to Buyer that is financially and legally qualified to hold the FCC Licenses and perform the obligations of Buyer hereunder, and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Buyer hereunder pursuant to a written agreement reasonably satisfactory to Licensee. Upon any permitted assignment by a Licensee or Buyer, the assigning party, as applicable, shall be relieved of all obligations or liabilities hereunder relating to the periods prior to such assignment other than obligations or liabilities arising prior to such assignment due to a breach by the assigning party of this Agreement. Subject to any required FCC consents, (i) Licensee or Buyer may collaterally



assign or grant a security interest in all or any of their respective rights under this Agreement to their respective senior secured lenders or an agent on their behalf from time to time, and (ii) upon written notice by any such lender or agent to the other party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable party collaterally assigning or granting a security interest hereunder.

15. Severability. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect. If any term or provision of this Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement. In the event that the FCC determines that this Agreement does not comply with the Communications Laws (or causes any party to not comply with the Communications Laws), the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that shall provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves in all material respects the parties' rights, benefits and obligations under this Agreement.

16. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be given by confirmed telecopy or facsimile machine to the number shown below, by email, by deposit for delivery with a nationally recognized commercial overnight delivery service, charges prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of telecopy number:

If to Licensee:

ACM JCE Licenses LLC
426 South River Road
Tryon, NC 28782
Attention: Mark Jorgenson
Telephone No.: (828) 859-6982
Facsimile No.: (828) 859-6831
Email: goradiotv@windstream.net

With a copy to:

Perkins Coie LLP
131 S. Dearborn Street, Suite 1700
Chicago, IL 60603
Attention: Michael Owen, Esq.
Telephone No.: (312) 324-8467
Facsimile No.: (312) 324-9467

If to Grantee:

International Church of the Grace of God, Inc.
83 Washington Street
Somerville, Massachusetts 02143

With a copy to:

Shames & Litwin
47 George Ryder Road
Chatham, MA 02633

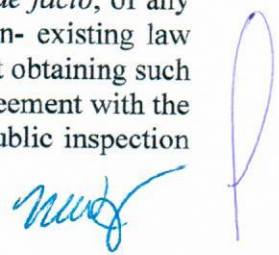
Attention: Paul J. Litwin
Telephone: (508) 945-3200
Facsimile: (508) 945-3201
Email: plitwin@shames-litwin.com

17. Further Assurances. Buyer and Licensee each shall:

- (a) comply in all material respects with all applicable laws and governmental regulations, including, but not limited to, the Communications Laws;
- (b) not knowingly or intentionally take any action not contemplated by this Agreement that materially and adversely affects Licensee's ability to sell and transfer (in the case of Licensee), or Buyer's ability to purchase (in the case of Buyer) the Station; and
- (c) cooperate with each other and take such further reasonable action as the other reasonably may request consistent with the terms and conditions of this Agreement.

18. Miscellaneous. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or in a .pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof. The captions in this Agreement are inserted for convenience of reference only and shall not constitute part hereof. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. This Agreement (including the Schedules attached hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings with respect to the subject matter hereof.

19. FCC Matters. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. Notwithstanding anything to the contrary contained herein, no party hereto shall take any action pursuant to this Agreement that would constitute or result in any assignment or transfer of control, whether *de jure* or *de facto*, of any FCC license if such assignment or transfer of control would require under then- existing law (including the Communications Laws) the prior approval of the FCC, without first obtaining such approval of the FCC. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station's public inspection



files, in each case with such deletions of confidential information as either Buyer or Seller shall direct, consistent with the Communications Laws. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order, FCC 07-217, Buyer agrees that it shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity; all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity; and Buyer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

20. Licensee's Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities and operations, including specifically control over the Station's finances, personnel, and programming, throughout the Term.

21. Buyer's Certification. Buyer hereby certifies that its participation in this Agreement complies with the provisions of subparagraphs (a), (c), and (d) of the FCC's rules pertaining to media multiple ownership and cross-ownership.

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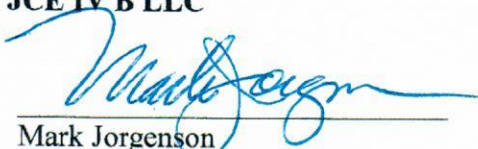
SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

ACM JCE IV B LLC

By: _____


Mark Jorgenson
Authorized Signatory

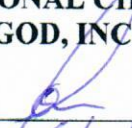
BUYER:

**INTERNATIONAL CHURCH OF THE
GRACE OF GOD, INC.**

By: _____

Name: _____

Title: _____


Elmer Mance
V.P. and Director

SCHEDULE A

Repair and Maintenance Capital Expenditures

None.

mtb 

SCHEDULE B

Payments to Licensee

1. Buyer shall pay to Licensee a monthly fee of \$1 per month for each month during the Term as compensation to Licensee for Buyer's rights under this Agreement. The first two such payments shall be made on the date this Agreement is executed, and each subsequent payment shall be made on the first business day of each month during the Term commencing with the first business day of April, 2018. Each such payment shall be deemed to be fully earned and nonrefundable on the date payable.

2. Beginning on the Effective Date for each month during the Term, Buyer shall pay to Licensee a monthly fee (the "**Monthly Fee**") of Four Thousand Two Hundred Dollars (\$4,200.00) which equals the monthly rental fee due under the WFL - WEXY Antenna License Agreement, Section 8. In the event that the Commencement Date occurs on a day other than the first day of a month, the initial monthly payment made by Buyer shall be an amount equal to the Monthly Fee as determined above multiplied by a ratio, the numerator of which is the number of days between the Effective Date and the end of the month in which the Effective Date occurs and the denominator of which is the number of days in the month in which the Effective Date occurs; and in the event that the last day of the Term occurs other than on the last day of a month, the Monthly Fee for the month in which such day occurs shall be similarly prorated. It is hereby acknowledged that the Buyer shall not be obligated to pay or reimburse Licensee any additional expenses, fees or rent, unless agreed to in writing.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.