

## Promissory Note

This Promissory Note ("Note") evidences the indebtedness of Bogey Broadcasting, LLC ("Bogey" and/or "Borrower"), to Withers Family Texas Holdings, LP ("Withers" and/or "Lender"), and the promise of repayment of such indebtedness in accordance with the terms and conditions herein.

### RECITALS

- 1.) Bogey and Withers have entered into an Asset Purchase Agreement ("Agreement") whereby Bogey has agreed to purchase and Withers has agreed to sell, all of the assets used and useful in the operation of Radio Station KYRK, FCC Facility #40798, licensed to Taft, Texas ("Station").
- 2.) An application for assignment of the license of the Station has been granted by the FCC and the transaction contemplated in the Agreement will be Closed simultaneously with the execution of this note.
- 3.) The terms of the Agreement allow Bogey, at its sole option, to choose at or before closing on the Agreement, between paying an "all cash" price, or paying for the Station by making a down payment and making payments over time for the remaining balance.
- 4.) By executing this Note, Bogey has evidenced its election to make a partial down payment and making periodic payments over time for the balance due and Bogey as Borrower promises to pay to the order of Withers as Lender the Principal Amount plus interest at the Annual Interest Rate, payable in accordance with the Terms of Payment herein and at a Place of Payment as shall be reasonably selected by the Lender and communicated to the Borrower at the time of execution of this Note.

PRINCIPLE NOTE AMOUNT: Six Hundred-Fifty Thousand Dollars (\$650,000.00) ("Principle").

ANNUAL INTEREST RATE: Four and One-Half percent (4.5%), payable in accordance with the attached amortization schedule.

ADJUSTED INTEREST RATE: The interest rate stated herein shall be adjusted in accordance with the terms of Schedule 2 of the Agreement to which this Note shall be attached.

MONTHLY PAYMENTS: Five Thousand Dollars (\$5,000.00).

TERM: Forty Eight (48) consecutive months.

MATURITY DATE: \_\_\_\_\_. All Payments shall be made in accordance with the terms herein and in no event shall any amount remain unpaid after the Maturity Date.

PAYMENT DUE DATES: Payments are due on the first day of each month, beginning on the first day of the first full calendar month following the Closing of the Agreement to which this Note pertains.

BALLOON PAYMENT: A Balloon Payment shall be made on the first day of the Forty Ninth month following the Closing of the transaction as provided for in the Agreement to which this Note pertains.

APPLIED PAYMENTS: Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

SECURITY FOR PAYMENT: In addition to any and all other security guaranteeing payment of this Note, the Note is further secured by all inventory, furniture, fixtures and equipment and all radio station equipment and improvements thereto, whether existing or purchased by Bogey in the future and used in the operation of the Station.

OTHER SECURITY FOR PAYMENT: This Note is further secured by a Membership Pledge Agreement, ("Pledge") executed simultaneously with the execution of this Note,

in which all of the Members of Bogey pledge all of the Membership Units of Bogey Broadcasting, LLC, free and clear of all encumbrances, as additional security.

DEFAULT AND REMEDIES: Any of the following events shall constitute an event of default ("Default"):

- 1.) Borrower fails to timely make any payment of this Note or in the performance of any obligation in any instrument securing or collateralizing this Note;
- 2.) Borrower fails to timely perform any obligation or covenant in any written agreement between Lender and Borrower;
- 3.) Any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower is materially false when made;
- 4.) A receiver is appointed for Borrower;
- 5.) Any assets used as collateral for the Note, or other security required under the terms and conditions of the Security Agreement are assigned for the benefit of creditors;
- 6.) A bankruptcy or insolvency proceeding is commenced by Borrower, or a partnership of which Borrower is a general partner;
- 7.) A bankruptcy or insolvency proceeding is commenced against Borrower, or a partnership of which Borrower is a general partner;
- 8.) Bogey is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of its affairs, or the affairs of its Majority Member;
- 9.) Any Collateral or other Asset which is used to securitize this Note is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition;
- 10.) Edward S. Holt sells, assigns, conveys or otherwise disposes of his majority interest in Bogey Broadcasting, LLC, whether voluntarily or involuntarily;
- 11.) Edward S. Holt, as majority member and manager of Bogey Broadcasting, LLC, enters into any agreement to sell, assign, convey or otherwise transfer the assets and licenses of the Station to a third party, either through an outright sale, or a conveyance

of the membership units of Bogey in such a manner as would require an FCC application for consent to so assign or transfer.

Any of the above events of Default shall allow Lender to declare any unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, provided, however, that before exercising any of Lender's remedies under this Note or any Security Agreement securing it, Lender will first give Borrower written notice of Default and Borrower will have ten (10) days after such notice is given in which to cure the Default. If the Default is not cured within that time, Borrower and each surety, endorser, and guarantor waive all defense of demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law. In addition to the foregoing remedies of the Lender, in any such event of Default, Borrower promises to pay reasonable attorney's fees and court and other costs if this Note is placed in the hands of an attorney or collection agency to collect or enforce its terms. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

PREPAYMENT: As provided for in Schedule 2 of the Agreement, Borrower may prepay this Note ("Prepayments") in any amount at any time before the Maturity Date without penalty or premium. Any such Prepayments will be applied first to the Balloon Payment, if such amount remains unpaid at the time of such Prepayments, or to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

MAXIMUM INTEREST RATE: Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount

has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

LATE PAYMENTS AND PENALTIES: If any payment due hereunder becomes overdue for more than fifteen days, a late payment charge of \$100.00 ("Late Charge") shall be charged, and shall be added to the principle owed. This Late Charge shall be in addition to, rather than in lieu of, any and all other penalties Borrower may impose.

NO ENCUMBRANCE OR SALE: Borrower agrees that it will not encumber, sell, transfer, dispose of, or use as collateral in any manner whatsoever, any of the assets described in the Agreement to which this Note pertains, including any additions or improvements thereto during the Term of this Note, provided, however, that equipment that is retired or replaced in the normal business cycle is not subject to this requirement. Borrower further agrees that it will not allow the Membership Units of Bogey, or any successor company, organization or partnership to be pledged as collateral or security for any purpose whatsoever.

MAINTENANCE OF LICENSES: Borrower agrees to maintain all FCC Licenses and authorizations in full force and effect for the duration of this Note, and to pay all fees and taxes, whether local, state or federal, so as to insure that no liens or encumbrances of any kind are placed on same.

NO CONFLICT: If any provision of this Note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the Note will govern to the extent of the conflict.

SEVERABILITY: If any provision of this Note shall be deemed by a court of competent jurisdiction to be unenforceable as to its terms, that provision shall be considered null

and void, without impact on the enforceability of the remaining terms of the Note.

LEGAL ENTITY AND AUTHORITY: Borrower warrants that it is a legal entity, existing and organized under the laws of the State of Texas and neither the execution of this Note nor its performance under the terms and conditions herein conflicts with any of its by-laws, charter, articles of organization or other instruments governing its conduct.

GOVERNING LAW: this Note will be governed by and construed under the laws of the state of Missouri, without regard to choice-of-law rules of any jurisdiction.

*(The remainder of this page is left intentionally blank)*

*(Signature Page Follows)*

FOR: BOGEY BROADCASTING, LLC.

BY:\_\_\_\_\_

ITS:\_\_\_\_\_

DATE:\_\_\_\_\_

FOR: WITHERS FAMILY TEXAS HOLDINGS, LP

BY:\_\_\_\_\_

ITS:\_\_\_\_\_

DATE:\_\_\_\_\_