

PROMISSORY NOTE

\$2,940,000.00

_____, 2017

FOR VALUE RECEIVED, Evanston Broadcasting LLC, an Illinois limited liability company (“Maker”), promises to pay to the order of Kovas Family GST Trust, Joseph W. Walburn, Trustee, a trust organized under the laws of the State of Indiana (the “Payee”), or to Payee’s assigns, in legal tender of the United States, the principal sum of Two Million Nine Hundred Forty Thousand Dollars (\$2,940,000.00), subject to adjustment pursuant to the Asset Purchase Agreement (the “Purchase Agreement”) between Maker (as Buyer) and Payee (as Seller) dated as of May__, 2017 (the “Principal”), on or before the end of the Term, as defined in Section 1 hereof, together with simple interest at the rate of four percent (4.0%) per annum on an initial principal balance of Two Million Four Hundred Thousand Dollars (\$2,400,000) (*i.e.* with interest to accrue as if the Special Payments described in numbered Paragraph 3 below had been made on the date hereof), in accordance with the following terms and conditions:

1. The Term of this Note shall be eight years, running from the date of this Note (the “Term”).

2. *Monthly Payments.* On the first business day that is 30 days following the date hereof, and continuing as of the same calendar day of each month thereafter over the remainder of the Term, Maker shall pay to the Payee or Payee’s assignee (collectively “Holder”) equal installments of principal and interest in the amount of \$21,012.68 per month, subject to adjustment pursuant to the Purchase Agreement.

3. *Special Payments.* In addition, Maker shall pay to the Holder the following payments of principal:

(a) the sum of Forty Thousand Dollars (\$40,000.00) on or before the first business day that is six months following the date hereof;

(b) the sum of One Hundred Thousand Dollars (\$100,000.00) on or before the first anniversary of the date hereof;

(c) the sum of Two Hundred Thousand Dollars (\$200,000.00) on or before the third anniversary of the date hereof; and

(d) the sum of Two Hundred Thousand Dollars (\$200,000.00) on or before the fifth anniversary of the date hereof;

provided, however, that Maker shall have the option to make the Special Payment described in subparagraph (d) above two years early, and if Maker does so (*i.e.*, pays the principal sum of Four Hundred Thousand Dollars (\$400,000.00) to Payee on or before the third anniversary of the date hereof (in addition to the normal monthly principal payments and the payments specified in clauses (a) and (b) above), in lieu of payment of only \$200,000 under clause (c) above), then Maker shall receive a reduction in the principal amount of the Note in the amount of \$200,000. In other words, if Maker pays the sum of \$400,000 (instead of only \$200,000) on or before the third anniversary of the date hereof, no special principal payment will be due on the fifth anniversary of the date hereof; and the principal owing under the Note will, upon the Holder's receipt of such \$400,000 Special Payment, be reduced by \$200,000 above and beyond the amount of all actual principal payments.

4. *Final Payment.* Notwithstanding anything else set forth in this Note, all remaining principal and unpaid interest shall become due and payable on the first business day that is at least eight years from the date hereof.

5. The Principal may be prepaid in part or in full at any time without penalty. Any prepayment shall first be applied towards the costs of collection (if any), then to discharge any accrued interest, and the balance shall then be applied to the unpaid Principal.

6. If the Principal and accrued interest are not paid as provided for herein, and it becomes necessary for Holder to file suit or initiate arbitration for collection, Maker shall reimburse Holder for the reasonable attorney's fees and costs (the "Expenses") incurred by Holder in such collection action.

7. This Note is secured by a Mortgage of the Owned Real Estate, a Security Agreement, a UCC-1 Financing Statement, a Guaranty Agreement with William H. Pollack, and a Pledge of the Limited Liability Company interests of Maker's owners.

8. This Note shall be binding on the Maker and its successors and assigns.

9. Maker hereby represents and warrants that the loan evidenced by this Note is being obtained solely for the purpose of and in connection with the carrying on of a commercial business transaction.

10. The validity, construction and enforceability of this Note, and the rights and obligations of the Maker and Holder under this Note shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby

waives the application of any rule of law to the effect that this Agreement or any provision of this Agreement should be interpreted or construed against the party who (or whose counsel) may be deemed to have principally drafted this Agreement or that provision.

11. If any provision of this Note is declared void or unenforceable by any court of competent jurisdiction, such decision shall not affect the other provisions of this Note.

In witness whereof, Maker has executed this Note by its duly authorized officer, as of the date first above written.

MAKER:

EVANSTON BROADCASTING LLC

By: _____

William H. Pollack
Managing Member

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this ___ day of _____, 2017, William H. Pollack, who is known to me to be Manager of Evanston Broadcasting LLC (“the Company”), or who produced appropriate documents identifying him as the Manager of the Company, appeared before me and acknowledged that he executed the above instrument for and on behalf of the Company.

(Official Notary Signature)
Notary Public – State of Illinois

My commission expires: