

EXHIBIT A

PROMISSORY NOTE

[\$360,000.00]

Tampa, Florida

_____, 2015

FOR VALUE RECEIVED, VISION COMMUNICATIONS NETWORK, INC., a Florida corporation (“Maker”), promises to pay to the order of ZGS BROADCASTING OF TAMPA, INC., a Florida corporation (collectively with successors and assigns, “Holder”), the principal sum of [Three Hundred Sixty] Thousand Dollars [(\$360,000)], together with interest as set out herein, at 2000 N. 14th Street, Suite 400, Arlington, VA 22201, or such other place as Holder may designate in writing, or by wire transfer to Holder’s designated bank account.

1. The Note. This Promissory Note (this “Note”), has been issued in connection with a loan to Maker and transaction (the “Transaction”) by which Maker will acquire substantially all the tangible and intangible personal property used in the operation of radio station WGES, St. Petersburg, Florida pursuant to an Asset Purchase Agreement dated December 4, 2015 (the “Purchase Agreement”) between Maker as Buyer and Holder, as Seller, and evidences the obligation of the Maker to repay the principal amount of the Note and any and all charges accrued thereon as described below.

2. Payments. This Note shall not bear and accrue interest on the principal amount unless a default rate has been declared. Payments of principal shall be made in thirty six (36) installments, commencing on the date one month from the date of issuance and continuing on the first day of the month thereafter, with a final payment due on the date that is three years after the date hereof (the “Maturity Date”).

3. Prepayment. This Note may be prepaid by Maker in whole or in part at any time without penalty.

4. Default. The entire indebtedness hereunder shall become due and payable, if not previously paid in full or brought to maturity by other provisions herein, upon the occurrence of any of the following (“Event of Default”):

- (a) if Maker fails to make payment within ten (10) days after written notice from Holder (sent to the address set forth on the signature page hereto) that any monthly payment is past due; or
- (b) if Maker shall file a voluntary petition in bankruptcy, or there shall be filed against Maker an involuntary petition in bankruptcy which is not discharged within sixty (60) days thereafter, or if Maker be adjudged bankrupt, or make an assignment for the benefit of its creditors, or otherwise is unable to pay its debts in the ordinary course of business as such debts become due and payable; or

- (c) if Maker shall default in performance of its obligations under the Security Agreement or Pledge Agreement between Maker and Holder of even date herewith.

5. Default Rate of Interest. If any payment shall not be made within ten (10) days after the date when due, a penalty of \$250 shall be due to Holder, and the unpaid principal amount shall bear interest at a rate of six per cent (6%) per annum, beginning ten (10) days after the date when such payment was due and continuing until such payment including the penalty amount is made. Interest due hereunder, if any, shall be computed on the per annum basis of a year of three hundred sixty five (365) days for the actual number of days (including the first day but excluding the last day), elapsed.

6. Other Payment and Notice Provisions. The Maker shall make each payment hereunder not later than 4:00 P.M. (Eastern time) on the day when due, in lawful money of the United States of America to the Holder at the address shown above or such other place as Holder shall designate to Maker from time to time. All payments (other than pre-payments) will be applied first to costs and fees owing hereunder, second to the payment of interest accrued through the date of payment and third to the payment of principal. If the date for any payment or prepayment hereunder falls on a day which is not a business day, then for all purposes of this Note the same shall be deemed timely if received by Holder on the next business day.

7. Security and Collateral. Payment of the obligations of Maker under this Note shall be secured by Maker's execution, delivery and performance of a Security Agreement and Pledge Agreement executed by Maker's interest holders, each of even date herewith granting Holder a first priority security interest in the collateral named therein. The collateral include, without limitation, the Station Assets (as defined in the Purchase Agreement).

8. Default and Acceleration. If an Event of Default should occur, then a default may be declared at the option of the Holder without presentment, demand, protest, or further notice of any kind (all of which are hereby expressly waived). If such Event of Default occurs and continues such that the principal amount due to Holder (not including penalties and interest) is greater than the sum of one past due principal payment, the Holder may at its discretion accelerate the loan ("Acceleration") and shall be entitled to be paid in full the balance of any unpaid principal amount hereunder plus accrued interest and penalties, and any and all costs of collection, including reasonable attorney's fees.

9. Non-Waiver. No course of dealing between the Holder and any other party hereto or any failure or delay on the part of the Holder in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of the Holder under this or any other applicable instrument. No single or partial exercise of any rights or remedies hereunder shall operate as a

waiver or preclude the exercise of any other rights or remedies hereunder.

10. Choice of Law. This Note shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida, without regard to its principals of conflicts of law. Jurisdiction and venue for any action arising from or related to this Note shall be exclusively in a state court sitting in Tampa, Florida.

11. WAIVER OF JURY TRIAL. THE MAKER WAIVES ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS INSTRUMENT OR THE DEALINGS OF THE PARTIES IN RESPECT HERETO. THE MAKER ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT IT MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH, OR THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS CHOICE. THE MAKER AGREES THAT ALL SUCH CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

IN WITNESS WHEREOF, Maker affixes its hand and seal as of the date first above written.

VISION COMMUNICATIONS NETWORK, INC.

By: _____

Its:

Notice Address of Maker: _____
