

PROMISSORY NOTE

U.S. \$195,000.00

August 4, 2022

FOR VALUE RECEIVED, RED SKY, LLC, a Kentucky limited liability company (“Maker”), 1823 McIntosh, Suite 107, Bowling Green, Kentucky 42104, hereby unconditionally promises to pay to the order of NEWBERRY BROADCASTING, INC., a Kentucky for-profit corporation (the “Lender”), at P.O. Box 1505, Glasgow, Kentucky 42142, or at such other address as Lender shall designate in writing to Maker, the principal amount of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000.00) with the full principal amount of \$195,000.00 plus any accrued but unpaid interest, penalties and costs becoming due on the date ten (10) years from the date of this Promissory Note (this “Note”). This Note shall have no interest accruing or payable in the first year. Commencing on the date that is one (1) year from the date of this Note, this Note shall accrue interest at a rate of 5% per annum. Such accrued interest shall be due and payable to Lender in quarterly payments in arrears of \$2,437.50 each three (3) months commencing in the second year. All payments hereunder shall be applied first to collection costs and expenses, if any, then to accrued interest and thereafter to the outstanding principal. All payments shall be due and payable at the offices of Lender as stated above, or at such other location as Lender may direct.

The following terms and conditions govern this Note:

- 1) **Default.** An Event of Default shall be deemed to have occurred under this Note if: (a) Maker fails to pay when due any payments under this Note within ten (10) days after such payment is due and remains unpaid for five (5) business days after the postmark date of notice of such failure to pay to Maker, provided, however, that following the third (3rd) such notice by Lender, an Event of Default shall occur without notice on the ninth (9th) day after the required payment is due, or (b) any proceeding is instituted by Maker or guarantor under the Bankruptcy Code or any other law of the United States or of any state relating to insolvency, receivership, reorganization, debt adjustment or relief of creditors, or such proceeding is instituted against Maker or guarantor and is consented to by Maker or guarantor, or remains undismissed for ninety (90) days, or (c) the guarantor of this Note attempts to revoke the Guaranty of this Note entered into the same day as this Note, or (d) Maker or guarantor is adjudicated as bankrupt, or (e) a trustee or receiver is appointed for all or any substantial part of the property or assets of Maker or guarantor and is not discharged within ninety (90) days, or (f) Maker or guarantor makes an assignment for the benefit of creditors, or incurs liabilities in excess of assets or is unable to pay its debts as they mature, or (g) Maker or guarantor is insolvent, or (h) Maker sells substantially all the assets or business of FM broadcast station WWKN with FCC Facility ID No. 170956, Morgantown, Kentucky or any successors thereto (the “Station”) unless this Note and the obligations evidenced hereby are discharged at the closing of such transaction, or (i) Maker takes any action with respect to the Station which constitutes a change of control pursuant to the Communications Act of 1934 or entails an assignment of any broadcast authority issued to Maker by the Federal Communications Commission, unless this Note and the obligations evidenced hereby are discharged at the closing of such transaction, or (j) Maker enters into an agreement to sell all or substantially all of the air time available on the Stations pursuant to a “time brokerage” or

“local marketing” agreement, or (k) default by the Maker under that certain Security Agreement of even date herewith executed by Maker in favor of the Lender, which default continues uncured within the applicable cure period set forth therein. Upon the occurrence of an Event of Default, then the entire principal amount outstanding hereunder shall accelerate and at once become due and payable, at the option of Lender, upon notice to Maker.

- 2) **Default Remedies.** If an Event of Default shall occur, the Lender may exercise any right, power or remedy permitted to such Lender by law, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived. After an Event of Default, the unpaid principal, accrued interest and costs under this Note, until paid, shall accrue interest at the rate of the lesser of the Secured Overnight Financing Rate (“SOFR”) plus 10% per annum, or the highest rate allowed by law (the “Default Rate”), compounded daily with such Default Rate to be set, and thereafter adjusted on a monthly basis, on the same day of the month of the Event of Default until this Note, all accrued interest, costs and expenses are paid in full. The Lender of this Note shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by Lender after an Event of Default has occurred in collecting such sums as are due under this Note.
- 3) **Security and Guaranty for Note.** This Note is secured by a Security Agreement with Maker into as of this date.
- 4) **Prepayment.** Maker may from time to time prepay a portion or the entire principal of the Note without penalty, provided, however, that such prepayment shall not substitute for one or several future remaining interest payments, and that said interest payments shall remain due each month in accordance with the terms of this Note but adjusted in accord with the principal and any unpaid accrued interest and costs remaining owing until the remaining principal and any accrued interest and costs are paid in full.
- 5) **Miscellaneous.** Maker hereby waives all notices, presentment for payment, demand, protest, notice of protest and notice of dishonor and agrees to remain bound until the principal and interest, and costs and expenses, if any, are paid in full, notwithstanding any extension of time for payment that may be granted even though the period or periods of extension be indefinite and notwithstanding any inaction by, or failure to assert any legal rights available to, the Lender of this Note.
- 6) **Governing Law.** This Note shall be governed by and construed in accordance with Kentucky law.
- 7) **Amendment.** This Note may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification or discharge is sought.

RED SKY, LLC

By  Member
S. Walker Newberry

Member