

EXHIBIT "F"

Promissory Note

\$1,000,000.00 \_\_\_\_\_, 202\_\_

**COVENANT COMMUNICATIONS, LLC** and **JFLIV, LLC** ("Makers"), promise to pay to the order of **SEVEN MOUNTAINS MEDIA, LLC** and **SOUTHERN BELLE, LLC** ("Payees"), their successors and assigns, at such place as the Payees may from time to time in writing designate to the Makers, the principal sum of **ONE MILLION and No/100 (\$1,000,000.00) DOLLARS**, due and payable, without interest thereon, on or before June 30, 2023.

The Makers of this Note shall have the right to prepay without penalty all or any part of the principal indebtedness evidenced by this Note at any time.

Should Makers fail to make any payment when due, and following thirty (30) days written notice of such non-payment, then Payees (or any holder of this Note) may declare all principal and interest due and payable, and the same shall immediately become due and payable.

Makers waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notice of acceleration of maturity, protest, and notices of protest, to the extent permitted by law.

Should the Payees, or any holder of this Note, declare immediately due and payable the entire indebtedness evidenced hereby, principal and interest, the Makers and each and every present and future party hereto, including endorsers, acceptors, sureties, and guarantors shall pay all costs of collection, including reasonable attorney's fees, upon the amount due at the time of making the collection if collected through the services of an attorney.

Notwithstanding anything contained herein to the contrary or set forth in the Asset Purchase Agreement (the "Agreement") between Makers and Payees dated October 5, 2022, pursuant to which this Note is issued, under no circumstances shall Makers pledge as collateral any interest whatsoever in any of the FCC Licenses of the "Stations" (as defined in the Agreement) as security for the indebtedness evidenced by this Note.

IN WITNESS WHEREOF, the Makers have caused this Promissory Note to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

MAKERS:

COVENANT COMMUNICATIONS, LLC

BY: \_\_\_\_\_  
JAMES F. LOFTUS, IV  
AS ITS PRESIDENT AND MANAGER

JFLIV, LLC

BY: \_\_\_\_\_  
JAMES F. LOFTUS, IV  
AS ITS PRESIDENT AND MANAGER

The within and foregoing indebtedness of COVENANT COMMUNICATIONS, LLC and JFLIV, LLC, as evidenced by this Promissory Note, and the payment thereof of said indebtedness, is hereby unconditionally guaranteed by the undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
JAMES F. LOFTUS, IV