

**PROMISSORY NOTE**

\$ \_\_\_\_\_, 2022

For value received, Mud Radio, LLC (the “**Issuer**”), hereby promise to pay to the order of Woodchuck Radio, LLC, its successors or assigns (the “**Holder**”), at P.O. Box 550, Waterbury, Vermont 05676, or at such other place as Holder may from time to time designate, the principal sum of \_\_\_\_\_ Thousand and no/100 dollars (\$\_\_\_\_,000.00) with no interest from the date set forth above until fully paid. This Promissory Note (this “**Note**”) is issued pursuant to the Asset Purchase Agreement dated as of November \_\_, 2022 (as amended, modified, or replaced from time to time, the “**Agreement**”) by and among Issuer and Holder. All capitalized terms not otherwise defined herein shall have the meanings provided them in the Agreement.

1. Payments. The principal and interest on the obligation represented hereby shall be paid in monthly installments of Two Thousand and no/100 Dollars (\$2,000.00) on the first day of each month commencing \_\_\_\_\_, 2023 until \_\_\_\_\_, 2025. If any payment required pursuant to this Note is not received by Lender by the tenth (10<sup>th</sup>) day after it is due, Borrower shall pay Lender a late payment penalty of Fifty Dollars (\$50) for each month or part of month after the tenth (10<sup>th</sup>) until the payment has been received by the Lender. Payment of this Note shall be in full upon any refinancing of the existing debt of Holder. There shall be no penalty for prepayment of the note.

2. Subordination. THIS NOTE AND THE OBLIGATIONS EVIDENCED HEREBY SHALL NOT BE SUBORDINATED OR MADE JUNIOR IN RIGHT OF PAYMENT TO ANY OTHER OBLIGATION OF ISSUER.

3. Default: As used herein an “Event of Default” shall include any of the following events: (i) Issuer fails to repay this Note within ten (10) days after the due date thereof, (ii) Issuer becomes insolvent, commits any act of bankruptcy, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or fails to dismiss an involuntary petition of bankruptcy within sixty (60) days of its filing, (iii) Issuer has a receiver appointed for any substantial portion of its property, or (iv) Issuer breaches any covenant set forth in this Note. An Event of Default shall not be deemed to have occurred until thirty (30) days after written notice is sent to the party in default. Upon the occurrence of an Event of Default, at the option of Holder at any time thereafter and without prior notice or demand, the unpaid Indebtedness shall become immediately due and payable and Holder may exercise any other remedy available to it at law or at equity provided that Holder shall not have a reversionary interest in any FCC license or authorization for WEXP(FM), Brandon, Vermont (FCC Facility Id. 65961). Failure to exercise any of said options shall not constitute a waiver on the part of Holder of the right to exercise the same at any other time. In the event of default, Holder shall be entitled to recover all of its legal costs and attorney’s fees incurred enforcing the terms of this Promissory Note.

4. Notices: All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or confirmed e-mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return

receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Holder:

Glen Wright  
Woodchuck Radio, LLC  
P.O. Box 550  
Waterbury, VT 05676

If to Issuer:

Elliott Morgan  
Mud Radio, LLC  
560 Lake Street  
Bridport, VT 05734

Any party may change its address for notices by written notice to the other parties given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

5. Covenants. Issuer shall not, and shall cause any and all affiliated entities not to, (1) create, incur, assume or permit to exist any additional indebtedness for borrowed money or (2) guarantee, assume or otherwise be or agree to become directly or indirectly liable in any way for any additional indebtedness for borrowed money of any other person, except in favor of Holder. Issuer shall not, and shall cause any and all affiliated entities not to, create, permit or suffer the creation or existence of any liens or encumbrances on any of its property or assets (real or personal, tangible or intangible), other than: (a) liens imposed by law (such as liens of carriers, warehousemen, mechanics, materialmen and landlords), and other similar liens incurred in the ordinary course of Issuer's businesses, for sums not constituting borrowed money and that are not overdue for a period of more than 30 days; (b) liens for taxes, assessments or other governmental charges or statutory obligations that are not delinquent or remain payable without penalty; and (c) secondary liens in favor of Holder.

6. No Assignment or Transfer of this Note: Neither this Note, nor any right hereunder, may be assigned, conveyed or transferred by any means whatsoever by Issuer without the prior written consent of Holder, and any assignment, conveyance or transfer without Holder's consent shall be void *ab initio*.

7. Waiver: No failure to accelerate the debt evidenced hereby by reason of an Event of Default shall be construed: (i) as a novation of this Note or as a reinstatement of the Indebtedness or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the United States or any State thereof. No extension of the time for payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change, or affect the original liability of Issuer

of this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

8. Governing Law and Related Matters: This Note is intended to constitute a contract under and shall be construed, interpreted and enforced in accordance with the laws of the State of Vermont. If any provision of this Note shall be deemed unenforceable under applicable law, such provision shall be ineffective, but only to the extent of such unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Note. All of the terms and provisions of this Note shall be applicable to and be binding upon each and every Issuer, endorser, surety, guarantor and all other persons who are or may become liable for the payment hereof and their heirs, personal representatives, successors, assigns, executors, estates and legal representatives.

9. WAIVER OF JURY TRIAL AND COUNTERCLAIMS: ISSUER AND HOLDER HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS NOTE, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION, OR ENFORCEMENT THEREOF, OR THE MONIES, THE OBLIGATIONS, OR HOLDER'S CONDUCT WITH RESPECT TO ANY OF THE FOREGOING. ISSUER AGREES THAT THIS SECTION 11 IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND ACKNOWLEDGES THAT HOLDER WOULD NOT LOAN THE INDEBTEDNESS IF THIS SECTION 11 WERE NOT PART OF THIS NOTE.

10. Inurement: This Note shall bind and inure to the benefit of Issuer and Holder and their respective heirs, executors, successors, assigns and legal representatives, whether by voluntary action or by operation of law.

11. Presentment, Demand, Protest and Notice: Issuer hereby waive demand, presentment, protest, notice of nonpayment, notice of protest and any and all other notices required by law.

12. Captions: The captions of the paragraphs of this Note are for convenience only and are not intended to be nor shall be construed as being a part hereof and shall not limit, expand or otherwise affect any of the terms hereof.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Issuer have executed and delivered this Promissory Note on the date first written above.

**ISSUER:**

**MUD RADIO, LLC**

By: \_\_\_\_\_  
Elliott Morgan  
Managing Member

Accepted and Agreed this  
\_\_\_\_ day of \_\_\_\_\_, 2023:

**HOLDER:**

**WOODCHUCK RADIO, LLC**

By: \_\_\_\_\_  
Kenley D. Squier, Member, by  
Glen A. Wright, his attorney-in-fact