

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of June 20, 2017 (the “Effective Date”), by and between Spotlight Broadcasting of New Orleans, LLC., a Louisiana limited liability company (“Seller”), and the Latinos Broadcasting, Inc., a Louisiana corporation (“Buyer”).

Recitals

A. Seller holds a license issued by the Federal Communications Commission (the “FCC”) for FM translator station K250BA, Slidell, Louisiana (Fac. Id. 147981) (the “Station”), (the “FCC License”), as well as construction permit to modify the Station (the “Permit”).

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets associated with the Station.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF STATION

1.1. Sale and Purchase. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to (a) the Station FCC License and Permit (as modified pursuant to Section 1.6) as set forth at Exhibit 1.1(a) attached hereto, and any other permit or authorizations issued by the FCC prior to the Closing (as defined herein), (b) all books and records associated with the operation of the Station, and the Station call letters (collectively, the “Assets”). The Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances of any kind (“Liens”). Any real or personal property, or other rights or obligations of Seller (contractual or otherwise), not included in the Assets hereunder is excluded from the transaction contemplated herein (the “Excluded Assets”), and shall remain the property, right or obligation of Seller. Seller shall remain solely responsible for, and shall indemnify, defend and hold harmless Buyer with respect to any claim or action arising out of or related to the Excluded Assets.

1.2. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the total sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows, subject to any pro-rations or adjustments set forth in this Agreement:

(a) As of the date of execution of this Agreement, Buyer will pay to Seller a deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”) pursuant to a promissory note executed simultaneously with this Agreement in the form attached hereto as Exhibit 1.2(a)

(the “Note”). At Closing, the Deposit shall be applied to the Purchase Price and the original of the Note shall be returned to Seller; and

(b) At the Closing, an additional payment by Buyer to Seller of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) in immediately payable U.S. funds.

1.3. Closing. The consummation of the sale and purchase of the Assets (the “Closing”) shall take place no later than the fifth (5th) business day after the date the FCC Consent is granted, unless any petition or objection to the FCC Application is filed, in which case Closing shall, at Buyer’s option, shall be delayed until the fifth (5th) business day after the date the FCC Consent becomes Final (all as defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.4. Finality Defined. For purposes of this Agreement, the term “Final” means that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.5. FCC Application. Within three (3) business days of the Effective Date, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the Station FCC License from Seller to Buyer (the “FCC Application”). The FCC’s consent to the assignment of the FCC License contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent.” Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

1.6. Modification Application. Within three (3) business days of the Effective Date, Seller, with Buyer’s assistance and review, shall file an application with the FCC requesting modification of the Permit (the “Modification Application”), to relocate the Station’s transmitter and antenna to a location specified by Buyer. Seller and Buyer shall cooperate in prosecuting the Modification Application and Buyer shall be responsible for all costs and fees associated with the preparation, filing and prosecution thereof. Grant of the Modification Application by the FCC shall be a condition of closing hereunder. As so modified, the Permit is referred to hereunder as the “Modified Permit.”

1.7. Permit Build Out. Seller wishes to retain Buyer’s assistance and expertise in constructing the modified Station facilities before the Closing, subject to Seller’s supervision and control. Once granted, Buyer agrees to promptly construct the facilities on behalf of Seller as authorized in the Modified Permit. In connection therewith, Buyer, at its sole cost and expense, shall be responsible for securing lease rights to the transmitter site specified in the Modified Permit, purchasing and installing the equipment necessary to construct the facilities, and

assisting Seller in the preparation and filing of the license application for the Modified Permit. In exchange for a payment of Five Hundred Dollars (\$500.00) per month payable by Seller to Buyer beginning on the filing date of the license application for the Modified Permit until Closing, Buyer shall lease the constructed facilities to Seller. For an equal monthly amount payable by Buyer to Seller, subject to Seller's ultimate control in accordance with FCC policies, Seller shall allow Buyer to program the Station beginning on the filing date of the license application for the Modified Permit until Closing. Buyer shall indemnify, defend and hold Seller harmless from all claims arising in connection with Buyer's construction of the Modified Permit facilities and Buyer's programming on the Station. Ownership of the equipment purchased by Buyer to construct and operate the Modified Permit facilities shall remain with Buyer. In the event this Agreement is terminated without a Closing pursuant to Section 9.1(a) or (d) hereunder, Buyer and Seller shall negotiate in good faith the terms of a six-month lease to Seller of the Modified Permit equipment and site to enable continued temporary operations of the Station.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents to the best of its knowledge and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of Louisiana. Seller has the requisite power, legal capacity and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been, or will be as of the Closing Date, duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller.

2.3. Binding Agreement. This Agreement is, and will be a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.4. No Conflicts. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any law, judgment, order, or decree to which Seller is subject, or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.5. FCC License. Seller is the holder of the FCC License. The FCC License is in full force and effect until its expiration date and has not been revoked, suspended, canceled, rescinded or terminated, and has not expired. The Station is currently operating at the location and pursuant to the parameters specified in the FCC License. The Permit is in full force and effect until its expiration date and has not been revoked, suspended, canceled, rescinded or

terminated, and has not expired. No action is pending by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC License or Permit other than proceedings to amend FCC rules of general applicability. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller, the FCC License, or the Permit by or before the FCC. Seller has not received notice from the FCC or a third party that the Station is or may be causing interference to other facilities, broadcast or otherwise.

2.6. Ownership of Assets. Seller has good and marketable title to the Assets, free and clear of Liens, except for Liens that will be released on or before the Closing Date.

2.7. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station.

2.8. No Broker. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of Louisiana. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer.

3.3. Binding Agreement. This Agreement is, and will be a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.4. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any

declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.5. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the subject Station under the Communications Act and the rules, regulations and policies of the FCC.

3.6. Broker. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the licensee of the Station.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC License and Permit, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Station which are filed during such period, and (iii) not modify the FCC License or Permit except pursuant to the Modification Application.

ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Application, at Buyer's option as provided in Section 1.3, the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3 Modified Permit. The FCC shall have granted the Modification Application, construction of the facilities in the Modified Permit shall have been completed, and an application for a license to cover the Modified Permit shall have been filed with the FCC.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer (i) an Assignment of FCC License and any other FCC authorizations, (ii) a bill of sale transferring the station call letters and station records, and (iii) any other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Buyer, free and clear of Liens.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof and deliver to Seller the original of the Note marked cancelled.

ARTICLE 8: SURVIVAL

The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller, and payment in full of the Note by Seller;

(b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; and

(d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement,

provided that a termination under this Section 9.1(d) by Seller shall require payment in full of the Note by Seller.

The "Cure Period" referred to herein shall be a period of five (5) calendar days after receipt by the defaulting party from the non-defaulting party of written notice of breach or default hereunder. In the event of a termination of this Agreement pursuant to Section 9.1(b) or (c), the Note shall be immediately due and payable by Seller to Buyer. In the event of a termination of this Agreement pursuant to Section 9.1(a) or (d), Buyer shall provide to Seller the original of the Note marked cancelled, upon receipt of payment in full of the Note by Seller.

9.2 Remedies. In the event of a breach or default hereunder, the non-defaulting party shall be entitled to take all actions available at law to enforce its rights hereunder. Enforcement of the Note and any penalties and rights thereunder shall be governed by the provisions of the Note. Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller breaches or defaults in its obligations hereunder, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's breach or default hereunder, Buyer shall be entitled to specific performances of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

9.3. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.5. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

9.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Louisiana without giving effect to the choice of law provisions thereof.

9.7. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered one (1) business day after having been sent by national overnight courier service and addressed as set forth below (or to such other address as any party may request by written notice):

Notices to Seller:

Spotlight Broadcasting of New Orleans, LLC

Attn: Patrick Andras
PO Box 8888
Metairie, LA 70011

With a copy (which shall
not constitute notice) to:

Matthew McCormick, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209

Notices to Buyer:

Latinos Broadcasting, Inc.
Attn: Omar Romero
3401 Academy Drive
Metairie, LA 70003

With a copy (which shall
not constitute notice) to:

Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, Louisiana 70471

9.7. Entire Agreement. This Agreement, including the schedules hereto, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

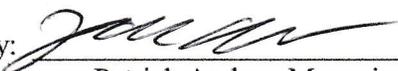
9.8. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: SPOTLIGHT BROADCASTING OF NEW ORLEANS, LLC

By: 
Patrick Andras, Managing Member

BUYER: LATINOS BROADCASTING, INC.

By: _____
Douglas Romero, President

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By: _____
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BUYER: LATINOS BROADCASTING, INC.

By: _____
Douglas Romero, President

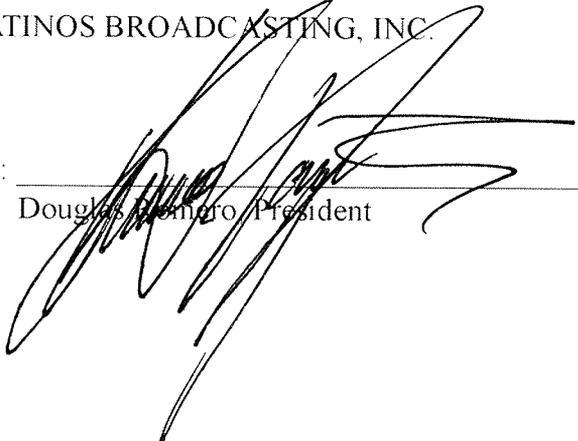


Exhibit 1.1(a) – FCC Licenses

<i>Call Letters</i>	<i>License File No.</i>	<i>Expiration</i>
K250BA	BLFT-20170313AAA	June 1, 2020
K250BA	BPFT-20170322AAB	April 12, 2020

Exhibit 1.2(a)
Promissory Note

PROMISSORY NOTE

\$25,000.00

**June 20, 2017
Metairie, Louisiana**

FOR VALUE RECEIVED, the undersigned, SPOTLIGHT BROADCASTING OF NEW ORLEANS, LLC. ("Borrower") and PATRICK MORGAN ANDRAS ("Guarantor") (together, "Obligors") jointly and severally promise to pay to the order of LATINOS BROADCASTING, INC. ("LBI" or "Holder"), in the manner and place set forth in Section 1, below, the principal sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), in lawful money of the United States. No interest shall accrue on this sum if payment is timely made pursuant to the terms hereof. Any overdue balance shall accrue interest at a rate of EIGHTEEN PERCENT (18%) per annum.

SECTION 1. Payment

Obligors shall pay the Note in full on the Maturity Date set forth in Section 2. Obligors shall make all payment amounts by wire transfer or certified funds, unless Holder notifies Obligors in writing to make payment in some other manner.

SECTION 2. Maturity

Unless sooner repaid by Obligors, the entire unpaid principal balance of this Note, without interest, shall be due and payable upon termination of the Asset Purchase Agreement dated June 20, 2017 ("APA") by and between Borrower and LBI (the "Maturity Date"), provided, however, that should the transaction contemplated in the APA be consummated, the entire balance due hereunder shall be applied as a credit against the APA Purchase Price and the cancelled Note shall be returned to Borrower.

SECTION 3. Security

This Note is secured by (a) the personal guaranty of Guarantor, and (b) a UCC-1 Financing Statement against all tangible property of Borrower used or held for use in the operation of FM translator K250BA, Slidell, Louisiana (Facility Id. 147981). The undersigned Guarantor agrees that he is personally obligated and fully liable for the amount due under this Note. The Holder has the right to sue on this Note and obtain a personal judgment against the undersigned Guarantor or his successors, assigns or heirs for satisfaction of the amount due under this Note. The Holder has the right to sue on this Note and obtain a judgment against the undersigned Borrower or its successors, assigns or heirs for satisfaction of the amount due under this Note. The Holder has the right to prepare and file the UCC-1 Financing Statement referred to hereunder, and any supplements or amendments thereto.

SECTION 4. Impairment of Security

Obligors shall not, without first obtaining Holder's written consent, which consent Holder may grant or withhold in its sole and absolute discretion, do or suffer any act or thing which would impair the security described in Section 3, above. In the event of breach of any of the requirements

of this paragraph, Holder may, in addition to any other rights or remedies, at any time thereafter declare all obligations secured by this Note immediately due and payable.

SECTION 5. Prepayment

Obligors may, at any time and without penalty, prepay the obligation under this Note in full or in part.

SECTION 6. Default; Remedies

If the payment of any amount payable hereunder is not made within ten (10) days of when due, or if default is made in the keeping of any other covenant hereunder, then, at the option of Holder, the entire indebtedness evidenced hereby shall become immediately due and payable. Failure to exercise any option granted to Holder hereunder shall not waive the right to exercise the same in the event of any subsequent default.

SECTION 7. Attorney Fees

In the event of any default under this Note, or in the event that any dispute arises relating to the interpretation, enforcement, or performance of this Note and Holder substantially prevails in such dispute, Holder shall be entitled to collect from Obligors on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, expert witnesses, arbitrators, mediators, and court reporters. Without limiting the generality of the foregoing, in the event of any default under this Note, or in the event that any dispute arises relating to the interpretation, enforcement, or performance of this Note and Holder substantially prevails in such dispute, Obligors shall pay all such costs and expenses incurred in connection with (a) arbitration or other alternative dispute resolution proceedings, trial court actions, and appeals; (b) bankruptcy or other insolvency proceedings of Borrower or Guarantor, or any party having any interest in any security for any of those obligations; (c) foreclosure on, or appointment of a receiver for, or any sale under the of any property securing this Note; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims, and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Note or any security for this Note; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

SECTION 8. Miscellaneous

A. Every person or entity at any time liable for the payment of the indebtedness evidenced hereby waives presentment for payment, demand, and notice of nonpayment of this Note. Every such person or entity further hereby consents to any extension of the time of payment hereof or other modification of the terms of payment of this Note, the release of all or any part of the security herefor, or the release of any party liable for the payment of the indebtedness evidenced hereby at any time and from time to time at the request of anyone now or hereafter liable therefor. Any such extension or release may be made without notice to any of such persons or entities and without discharging their liability.

B. The headings to the various sections have been inserted for convenience of reference only and do not define, limit, modify, or expand the express provisions of this Note.

C. Time is of the essence under this Note and in the performance of every term, covenant, and obligation contained herein.

D. This Note is made with reference to and is to be construed in accordance with the laws of the State of Louisiana. Venue for any lawsuit or other action shall be in the State Courts of the State of Louisiana.

E. Any amendment to this Note must be signed by both Obligors and Holder.

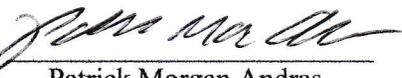
F. This Note shall be binding upon the successors, assigns, heirs, personal representatives and other legal representatives of Obligors. Obligors may not assign this Note or Obligors' obligations hereunder, and any assignment in violation hereof shall be null and void and of no force and effect.

G. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

H. Any capitalized term in this Note that is not defined herein shall have the same meaning set forth in the APA between the parties.

DATED as of the day and year first above written.

SPOTLIGHT BROADCASTING OF NEW ORLEANS, LLC

By: 
Patrick Morgan Andras
Managing and Sole Member

PATRICK MORGAN ANDRAS

By: 
Patrick Morgan Andras
Individually