

\$679,562.47
Fayetteville, North Carolina

PROMISSORY NOTE

Pursuant to the terms of an Asset Purchase Agreement dated August 16, 2016, **Colonial Media and Entertainment, LLC, a North Carolina limited liability company, and Colonial Radio Group, Inc., a North Carolina corporation** (collectively, hereinafter “Payor”), promises to pay to Astrakel International, LTD (hereinafter “Payee”), the principal amount of **Six Hundred Seventy-Nine Thousand Five Hundred Sixty Two Dollars and 47/100 (\$679,562.47)**, plus interest which and payable as follows:

The Promissory Note (“Note”) will have a term of ten (10) years, with an initial interest rate of Wall Street Journal Prime Rate plus three percent (3%). The rate shall adjust annually based on the average WSJ Prime Rate for the preceding twelve months and shall have a floor of not less than 6% and a ceiling of not more than 9%. The initial monthly payment for the first 12 months shall be \$7,716.29 at an interest rate of 6.5%.

1. The payment due date for Note payments is the 16th day of each month, commencing September 16, 2016. Payor may, at its option, with ninety (90) days’ notice to Payee, prepay the entire amount of this Note without any prepayment penalty. No partial prepayment shall be permitted without Payee’s advance written consent.

2. This Note is secured by and subject to a security interest in certain personal property and rights to the proceeds from the future sale of any government licenses associated with the operation of Radio Stations WFAY, WFBX, WMIR and associated FM translator facilities, as evidenced by a Security and Membership Pledge Agreement, a Deed of Trust securing the Real Property and UCC Financing Statement securing the Personal Property, all of even date herewith.

3. In the event that:
(a) Payor shall default in the payment of this Note and such installment shall continue to remain unpaid for a period of ten (10) days from the due date; or

(b) A decree or order by a court having jurisdiction in the premises shall have been entered adjudging Payor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for Payor under the Federal Bankruptcy laws, or any other similar applicable state or federal law, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or a decree or order by a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Payor or for the winding up or liquidation of its affairs, shall have been entered, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or any of the property of Payor securing this obligation shall be sequestered or attached by legal order or decree, and shall not be returned to the possession of Payor or released from such attachment within ninety (90) days thereafter; or

(c) Payor shall institute proceedings to be adjudged a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it or shall file a petition or answer or consent seeking reorganization, readjustment, arrangement, composition or similar relief under the Federal Bankruptcy laws or any other similar federal or state law, or shall consent to the filing of such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or a substantial part of the property securing this obligation, or shall make an assignment for the benefit of creditors:

Then, in any such event, all of the unpaid principal balance on this Note, together with any accrued but unpaid interest thereon, shall, at the option of Payee, immediately become due and payable.

4. If this Promissory Note is placed in the hands of an attorney for collection after maturity (whether by acceleration, declaration, extension or otherwise), the Payor shall pay on demand all costs and expenses of collection including all attorney's fees incurred by Payee.

5. After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of eighteen percent (18%) per annum OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

6. No modification, change, waiver or amendment of this Note shall be deemed to be made by the Payee unless in writing signed by the Payee, and each such waiver, if any, shall apply only with respect to the specific instance involved.

7. This Note may be assigned at any time by Payee. Notification of any such assignment

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shall be provided to Payor within ten (10) days of said assignment.

8. *Notices:* Unless otherwise directed in writing:

(a) All notices and payments due under this Note to Payee or Holder shall be delivered or sent to Payee at the following address:

Gardner H. Altman, Jr., Esq.
CRS Radio Holdings, Inc.
Cumberland A & A Corporation
Astrakel International, Ltd.
PO Box 234
White Oak, NC 28399

(b) All notices to be sent to Payor shall be delivered or sent to:

Mr. Jeffrey Andrulonis
Colonial Radio Group, Inc.
Colonial Media and Entertainment, LLC
2086 Old State Road
Mainesburg, PA 16932

9. This Note shall be deemed made in, and shall be governed by the laws of the State of North Carolina.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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IN WITNESS WHEREOF, Payor has duly executed this Promissory Note as of the year and date first above written.

PAYOR:

**COLONIA MEDIA AND
ENTERTAINMENT, LLC**

By: Jeffrey M. Andrulonis, Manager

COLONIA RADIO GROUP, INC.

By: Jeffrey M. Andrulonis, President