

## SECURED PROMISSORY NOTE

\$80,000

Jersey City, New Jersey  
[\_\_\_\_\_, 2016]

FOR VALUE RECEIVED, Cantico Nuevo Ministries, Inc. ("Borrower") hereby promises to pay to the order of Edward A. Schober ("Holder") the principal sum of Eighty Thousand Dollars (\$80,000) in accordance with the terms hereof.

This promissory note (this "Note") is made by Borrower pursuant to the Asset Purchase Agreement (the "Purchase Agreement") dated August \_\_, 2016 between Borrower and Holder with respect to radio station W295CK, Facility ID Number 142126, Manahawkin, NJ.

1. Principal/Interest. Borrower hereby unconditionally promises to pay Holder in immediately available funds the principal amount of Eighty Thousand Dollars (\$80,000) plus interest at the prime interest rate as of the Closing Date (as defined in the Purchase Agreement) under to the Purchase Agreement. The interest rate will be adjusted annually to current prime rate as of the anniversary of the Closing Date, but in no event shall it be more than five percent (5%).

2. Payments. Commencing on [**Insert Date**], Borrower shall make monthly payments to Holder on the first day of each month in the amount of [**Insert Amount**]. A final payment of all outstanding amounts of principal and interest shall be due and payable to Holder on [**Insert the date which is four (4) years after the date inserted above**] (the "Maturity Date"). All payments of principal, interest or other costs and expenses due under this Note are absolute and unconditional and may not be offset or reduced. Borrower shall make all payments hereunder in lawful money of the United States by wire transfer of immediately available funds or by casher's check in accordance with Holder's written instructions. If the payment is due on a Saturday, Sunday or government holiday, then it shall be made on the next succeeding business day. Borrower may, at any time, prepay the balance of this Note in whole or in part without premium or penalty.

3. Security. This Note is secured by a Security Agreement (the "Security Agreement") of even date herewith made by Borrower in favor of Holder. This Note, the Purchase Agreement, the Security Agreement, and the financing statements and other documents, instruments and agreements made pursuant to such agreements are referred to herein collectively as the "Loan Documents."

4. Events of Default. The following shall be Events of Default under this Note:

(a) Borrower fails to pay any amount owed under this Note within five (5) days of the date it is due;

(b) Borrower is in breach or default under any provision of any of the Loan Documents and such breach has not been cured pursuant to the terms thereof;

(c) any representation or warranty of the Borrower made in or pursuant to the Loan Documents is or becomes false, incorrect or misleading; or

(d) Borrower is unable to pay its debts generally, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Borrower to adjudicate it as bankrupt or insolvent, or seeking liquidation, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and, in the case of any such proceeding instituted against Borrower (but not one instituted by it), either such proceeding remains undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or similar official for, it or for any substantial part of its property) shall occur), or Borrower authorizes or takes any action to authorize any of the actions set forth above in this subsection.

5. Remedies. Upon the occurrence of an Event of Default, Lender may simultaneously exercise one or more of the following remedies:

(a) Declare all outstanding amounts under this Note (including all costs and expenses, accrued interest, principal and any other amounts owed under this Note) to be immediately due and payable; provided, however, that in the event of an actual entry of an order for relief with respect to the Borrower under the United States Bankruptcy Code, all accrued and unpaid interest thereon and all other amounts owing under this Note shall automatically become and be due and payable, without presentment, demand, protest, notice of acceleration, notice of intent to accelerate, or any notice of any kind, all of which are hereby expressly waived by the Borrower

(b) Exercise any and all the rights and remedies afforded Holder by the Uniform Commercial Code as from time to time in effect and all rights afforded by any other applicable law; or

(c) Exercise any and all rights arising under any other Loan Documents.

Borrower shall be responsible to pay all costs and expenses incurred by Holder (including reasonable attorneys fees and costs) in the enforcement and collection of this Note and the other Loan Documents and all such amounts shall be added to and considered a part of the outstanding balance of this Note. Without limiting Holder's other rights and remedies, immediately upon any Event of Default under this Note, interest on the outstanding balance of the Note (including costs and expenses of enforcement) shall accrue at a rate per annum of fifteen percent (15%).

6. Miscellaneous.

(a) Amounts due under this Note shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Holder in respect of this Note or other Loan Document is rescinded or must otherwise be restored or returned by Holder, including without limitation upon the insolvency or bankruptcy of Borrower.

(b) Borrower hereby waives presentment for payment, demand, notice of dishonor, protest, notice of protest and all other demands and notices in connection with the delivery, performance and enforcement of this Note.

(c) No delay or failure by Holder to exercise any right or remedy under this Note or any Loan Document operates as a waiver thereof. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Note is effective unless in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. Any notice pursuant to this Note is to be given in the manner set forth in the Security Agreement. This Note is binding upon each of Borrower and its respective successors, and inures to the benefit of Holder and its successors and assigns. Borrower may not assign this Note or delegate any duties hereunder.

(d) This Note is made and delivered in, is intended to be performed in, shall be construed and enforceable in accordance with, and be governed by the internal laws of, the State of New Jersey without regard to principles of conflict of laws which would result in the application of the law of any other jurisdiction. Borrower agrees that any court in which Holder initiates proceedings has exclusive jurisdiction over all matters arising out of this Note, and that service of process in any such proceeding shall be effective if mailed to Borrower at its respective address described in the Notices section of the Security Agreement. Borrower irrevocably submits, in any such proceeding, to the non-exclusive jurisdiction of each such court and irrevocably waives the defense of an inconvenient forum with respect to any such proceeding.

(e) BORROWER IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE. THIS NOTE AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT OF BORROWER, AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF. THERE ARE NO UNWRITTEN AGREEMENTS AMONG BORROWER AND HOLDER, AND THIS NOTE MAY NOT BE CONTRADICTED BY EVIDENCE THEREOF.

(f) If any provision in this Note is invalid under applicable law in any respect, then such provision will be modified to the minimum extent necessary to render it valid, and all other provisions of this Note will remain in full force and effect. It is the intention of Holder and Borrower to conform with any applicable usury laws now in force. No provision of this Note or the other Loan Documents is intended to provide for

interest in excess of the maximum amount permitted by any applicable law. Accordingly, if at any time interest under the Loan Documents exceeds any maximum lawful rate, the interest rate shall be reduced to the maximum rate allowable under applicable law.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SECURED PROMISSORY NOTE

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note as of the date first set forth above.

BORROWER: CANTICO NUEVO MINISTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title: