

## **SECURED PROMISSORY NOTE**

**\$10,500.00**

\_\_\_\_\_, 2017

**FOR VALUE RECEIVED, NYX COMMUNICATIONS, INC.**, a corporation organized under the laws of the State of Nevada (the "Maker"), hereby promises to pay to the order of **ALMAVISION HISPANIC NETWORK, INC.**, a not-for-profit corporation organized under the laws of the State of California (the "Holder") the principal amount of **TEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS** (\$10,500.00) pursuant to the Asset Purchase Agreement dated August \_\_, 2017, by and between the Maker and the Holder (as amended, restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "APA") relating to the Maker's purchase from the Holder of Radio Station **KAVB**, Hawthorne, Nevada (FCC Facility ID No. 164094) (the "Station"). Capitalized terms used in this Secured Promissory Note (the "Note") and not defined shall have the meaning assigned to such terms in the APA.

Term; Payments; Collateral. All principal hereunder shall be due and payable as follows: Maker shall pay three annual installments, each in the amount of \$3,500, with the first installment due on July 1, 2018, and the second and third installments due on July 1, 2019 and July 1, 2020, respectively. There shall be no interest due under this Note. The payment obligations of Maker under this Note shall be collateralized by certain equipment owned by Maker, as more particularly described in that certain Security Agreement, of even date herewith, by and between Holder and Maker ("Security Agreement").

Method of Payment; Late Fee. All payments under this Note shall be made to AlmaVision Hispanic Network, Inc., 3189 Airway Ave., Suite E, Costa Mesa, CA 92626 (or at such other place as the Holder may designate from time to time in writing) by check in lawful money of the United States of America. Any payment due under this Note that is made more than five (5) business days after the due date shall include a seven percent (7%) late fee.

Prepayment. The Maker may prepay this Note in whole or in part at any time without penalty or premium.

Events of Default. Upon the occurrence of one or more defaults as defined below, the Holder shall have the option of declaring immediately due and payable the entire unpaid principal of this Note. The following shall be events of default:

(a) The failure of the Maker to make any payment due under this Note on the date and in the full amount due, which failure is not cured within twenty (20) days of the date that written notice of such payment failure is given by the Holder to the Maker;

(b) A default by Maker under the Security Agreement, which default continues uncured within the applicable cure period set forth therein;

(c) If a receiver, conservator, custodian, liquidator or trustee of Maker, or of all or any substantial part of Maker's assets, is appointed by court order and such order remains in effect for more than 60 days; or an order for relief is entered under the federal bankruptcy laws with respect to Maker; or any of the material amount of Maker's assets is sequestered by court order and such order remains in effect for more than 60 days; or a petition is filed against Maker under the bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days after such filing;

(d) If Maker files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against Maker under any such law; or

(e) If Maker makes an assignment for the benefit of its creditors, or admits in writing its inability to pay, or in fact does not pay, its debts generally as they become due, or consents to the appointment of a receiver, conservator, custodian, liquidator or trustee of Maker, or of all or any substantial part of its assets;

Default Remedies. If an event of default as provided herein shall occur, the Holder may exercise any right, power, or remedy permitted to such holder by law, and shall have, in particular, without limiting the generality of the foregoing, the right to declare the balance of the principal amount then due under this Note to be, and the Note shall forthwith become, due and payable, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived and the holder of the Note may proceed (subject to the rules and regulations of the FCC) to protect and enforce its rights either by suit or in equity and/or by action at law or proceed to obtain judgment or any other relief whatsoever appropriate to the action or proceeding, or proceed to enforce any other legal or equitable right of any holder of the Note. The Holder shall be entitled to recover the costs and expenses, including, but not limited to, reasonable attorneys' fees actually incurred by the Holder in collecting any sums due under the Note or in otherwise enforcing any of its rights and the costs and expenses incurred by such holder.

Due On Sale. In the event that during the term of this Note, the Maker sells the Station to a party that is not currently an affiliate of, or under common majority control with, the Maker, the balance of the principal amount then due under this Note shall become due and payable to the Holder, by check or wire transfer of immediately available funds, on the closing date for (a) the assignment of the FCC license of the Station, or (b) the transfer of control of Maker, as the case may be. The Maker shall provide written notice to the Holder of any proposed sale of the Station, or proposed transfer of control of Maker, within three (3) business days after the filing of an application for FCC approval of the assignment of the Station's license or transfer of control of Maker, as the case may be.

Notices. Any notice, demand or request required or permitted to be given under this Note shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the day after delivery to a nationally recognized overnight

courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Maker: NYX Communications, Inc.  
P.O. Box 20155  
Scranton, PA 18502

If to Holder: AlmaVision Hispanic Network, Inc.  
3189 Airway Ave., Suite E  
Costa Mesa, CA 92626

Miscellaneous. The Maker for itself and its legal representatives, successors, and assigns, to the extent they may lawfully do so, hereby expressly waive presentment, demand, notice of dishonor, protest and all other demands and notices for the purpose of accelerating maturity, diligence in collection, and the benefit of any exemption or insolvency laws, and may extend the time for payment or otherwise modify the terms of payment of any part of the whole of the debt evidenced hereby without in any way affecting the liability of the Maker; provided that such modifications do not increase the obligations hereunder.

This Note may not be transferred or assigned by the Holder in whole or in part without thirty (30) days prior written notice to Maker.

Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of Holder and Maker in the case of an amendment and only with the written consent of the waiving party in the case of a waiver.

If this Note shall not be paid when due and shall be placed by the Holder in the hands of any attorney for collection, through legal proceedings or otherwise, the Maker will pay reasonable attorneys' fees to the Holder, together with reasonable costs and expenses of collection, including, without limitation, any such attorneys' fees, costs and expenses relating to any proceedings with respect to the bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation of the Maker.

*[The remainder of this page is intentionally left blank]*

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of the State of Nevada (without giving effect to any conflicts or choice of laws provisions contained therein).

Witness:

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By: \_\_\_\_\_

Name: Kevin Fitzgerald

Title: President