

PROMISSORY NOTE

July 7, 2015

Lubbock County, Texas

\$44,779.96
(Principal)

FOR VALUE RECEIVED, the undersigned ERNEST BARTON hereinafter referred to as "Maker", promises to pay to the order of FLP RAMAR, LTD., the principal sum of FORTY FOUR THOUSAND SEVEN HUNDRED SEVENTY NINE AND 96/100THS DOLLARS (\$44,779.96). Principal is payable at FLP RAMAR, LTD., c/o Ramar Communications, P.O. Box 3757, Lubbock, Texas 79452, and such other address as the payee may hereinafter designate by written notice to Maker.

The principal amount of this Note represents the total outstanding amount of past due lease payments owed by Maker to FLP Ramar, Ltd. through June 1, 2015, pursuant to that one certain Tower And Transmitter Building Lease dated March 11, 2006, between these same parties, and after application of the sum of Fifty Thousand and no/100ths Dollars (\$50,000.00) towards the outstanding balance of the subject past due lease payments on even date herewith.

The principal and interest of this promissory note (this "Note") are payable as follows:

Maker agrees to pay FORTY THREE (43) monthly installment payments towards this Note in the amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) each, beginning on August 1, 2015, and the same amount on the first (1st) day of each consecutive month thereafter, with all remaining principal due on the forty fourth (44) monthly installment due on March 1, 2019.

This Note shall be secured by a lien in certain broadcasting equipment as evidenced by a Security Agreement between the same parties to this Note of even date herewith and a UCC-1 to be filed with the Texas Secretary of State perfecting a lien upon the same broadcasting equipment as detailed upon the subject Security Agreement.

All or any part of this Note may be paid without penalty at any time before its scheduled due date.

This Note shall not bear interest on the principal amount so long as all installments are made timely and in the full amount of the agreed monthly installment. Should Maker fail to timely and fully pay any installment due under the terms of this Note, this Note shall bear interest from commencement until maturity at the rate of eighteen percent (18%) per annum. During the existence of any default hereunder, the entire unpaid principal balance shall bear interest at a fixed rate of 18%.

It is expressly agreed that if default be made in the punctual and complete payment of this Note or any installment of principal or interest on this Note as the same shall become due and payable, or if default be made in the performance of any covenant or agreement contained in this Note, then the holder of this Note may declare the entire balance of unpaid principal and accrued interest on this Note to be immediately due and payable without prior notice or demand.

All amounts owing on this Note shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or a liquidator, whether voluntary or involuntary, for a maker or for any property of a maker, or upon the commencement of any proceeding under any bankruptcy or insolvency law by or against a maker.

If this Note is placed in the hands of an attorney for collection or for the purpose of being established in any manner in any court, bankruptcy or probate proceeding, maker agrees to pay all costs of collection and reasonable attorneys' fees of not less than 10% of the amount owing on the Note.

No provision of this Note shall require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If an excess of interest is provided for herein, or shall be adjudicated to be provided for herein, the right to demand the payment of any such excess is hereby waived, and any payment of such excess of interest shall be considered as a mistake with the excess being *ipso facto* applied to the principal of this Note, and if the excess interest exceeds the unpaid balance of principal such excess shall be refunded to the maker.

All sums paid or agreed to be paid by the undersigned for the use, forbearance, or detention of the indebtedness evidenced by this Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread in equal parts throughout the full term of this Note so that the interest rate is uniform throughout the full term of this Note.

The acceptance by the holder of a payment which is less than payment in full of all amounts then due shall not constitute a waiver of the right of the holder to require payment in full nor a waiver of any other rights or remedies of holder which arise by reason of such default in payment.

Each maker, surety, endorser, and guarantor of this Note severally waives demand, presentment, protest, notice of dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, diligence in collecting, grace, and notice of every kind as to this Note and as to each installment. Each such person agrees that his, her or its obligations and liabilities on or with respect to this Note and the loan documents shall not be affected by (i) any release or change in any guaranty, security agreement or other loan document at any time existing, (ii) any failure to secure or perfect or maintain perfection of any lien against or security interest in any collateral, (iii) any partial or complete unenforceability of any guaranty or other loan document, or (iv) an extension of the date of maturity or other change in the time or method of payment whether before or after maturity, upon the request of or by agreement with any of us and without notice to or consent by any of the other makers, endorsers, sureties, or guarantors.

BORROWER:

By: _____

Ernest Barton