

**Exhibit No. 4**

**Buyer's \$1,300,000 Promissory Note to Seller**

## INSTALLMENT PROMISSORY NOTE

\$ 1,300,000.00

(To be dated on the Closing Date)

FOR VALUE RECEIVED, the undersigned, Positive Alternative Radio, Inc. (hereinafter referred to as "Debtor"), promises to pay to the order of CLL, Inc. (sometimes referred to herein as "Payee"), a the principal sum of One Million Three Hundred Thousand Dollars (\$ 1,300,000.00), without interest, payable as follows:

Monthly payments of Twenty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$ 21,666.66) per month for sixty (60) months, all such payments payable on the 15th day of each month.

All payments of due hereunder shall be paid in lawful money of the United States of America, and shall be made at (address Payee wishes said payments to be sent to), or at such other place as the holder hereof may, from time to time, designate in writing. This Note may be prepaid in whole or in part at any time and from time to time without premium, penalty or notice.

All rights of the Payee hereunder shall inure to the benefit of its successors and assigns; and all obligations of the undersigned shall bind it successors or assigns. This Note shall become effective when it is executed by the undersigned.

This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Virginia, which is the state in which this Note is made and delivered.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**POSITIVE ALTERNATIVE RADIO, INC.**

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

Edward A. Baker, President  
Positive Alternative Radio, Inc.  
P.O. Box 889  
Blacksburg, VA 24063

WITNESS:

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

Printed Name: \_\_\_\_\_

**Exhibit No. 5**

**Purchase Price Allocation**

**PURCHASE PRICE ALLOCATION**

<b>LAND</b>	<b>60,000</b>
<b>BUILDINGS</b>	<b>\$141,600</b>
<b>EQUIPMENT -RADIO AND OFFICE</b>	<b>900,000</b>
<b>MAILING AND DONOR LISTS</b>	<b>31,000</b>
<b>GOODWILL</b>	<b>566,500</b>
<b>TOWER, LIGHTING, GROUNDING PROTECTION</b>	<b>100,900</b>
<b>TOTAL</b>	<b>\$1,800,000</b>

**Exhibit No. 6**

**List of Contracts to be Assumed by Buyer**

**THERE ARE NO CONTRACTS TO BE ASSUMED BY BUYER**

**IN THE EVENT THAT THE AM STATION THAT IS CURRENTLY SILENT ON 1280, WHICH IS OWNED BY MR. BEN PAYTON AND IS CO-LOCATED AT THE SITE, REACHES A SATISFACTORY LEASE AGREEMENT WITH THE SELLERS THAT IS AGREEABLE WITH THE BUYERS, BEFORE CLOSING, THEN WE WILL ASSUME THE AGREEMENT AND ALLOW THE AM TO STAY.**

**IF A ACCEPTABLE LEASE AGREEMENT IS NOT REACHED , THEN THE AM EQUIPMENT WILL HAVE TO BE REMOVED FROM THE SITE BEFORE A FINAL CLOSING OF THE SALE CAN OCCUR.**

**Exhibit No. 7**

**Explanation as to how Accounts Receivable will be handled**

**HOW ACCOUNTS RECEIVABLE WILL BE HANDLED**

**ALL ACCOUNTS RECEIVABLES DUE SELLER AND LISTED ON AGING REPORT BEFORE THE START OF THE LMA PERIOD, WILL BE COLLECTED BY THE BUYER AND PAID TO SELLER AS RECEIVED .**

**ANY OUTSTANDING RECEIVABLES STILL DUE AT CLOSING SHALL BE THE PROPERTY OF THE SELLER.**