

## PROMISSORY NOTE

\$150,000.00

Twin Falls County, Idaho  
August \_\_\_\_, 2009

FOR VALUE RECEIVED, THE UNDERSIGNED Benjamin Smith, Aloysuis Curtin, Betty Curtin and Kevin Fitzgerald, individually, and GEOS Communications, a Pennsylvania general partnership, (the "Maker"), promises to pay to the order of the Calvary Chapel of Twin Falls, Inc., an Idaho non-profit corporation, its successors and assigns (the "Payee") the principal sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with interest on the unpaid principal balance at the rate of zero percent (0%) per annum, commencing from the date hereof, together with all costs of collection, including reasonable attorneys' fees, incurred in any action to collect this Note or defend or enforce the same. A principal payments all other sums due hereunder shall be payable at the office of Payee at P.O. Box 271, Twin Falls, Idaho 83303, or at such other place either within or without the State of Idaho, as Payee may from time to time designate. Said principal and interest shall be paid over a term, at the times, and in the manner set forth below, to wit:

1. Payment Provision:

Monthly installments of principal payments on this Note shall be due and payable in Sixty (60) consecutive monthly installments commencing on October 1, 2009 and continuing on the first day of each calendar month thereafter, with each such installment to be in the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00).

2. Maturity:

The unpaid principal balance of this Note shall be due and payable in full on September 1, 2014 (the "Maturity Date") in the estimated amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00). The final payment due may be different than estimated due to Maker's option to partially or fully prepay the Note.

3. Application of Payments:

All payments shall be applied to the reduction of the outstanding principal balance of this Note.

4. Late Payment Charge:

The Payee of this Note may collect a late payment charge, prior to the acceleration of this Note, in an amount equal to Five percent (5%) of the full monthly installment which is not paid within five (5) days of the due date. Any full monthly installment which is correctly addressed, bears adequate first class postage and is postmarked by the United States Postal Service on or before the due date shall not be considered delinquent and a late payment charge shall not be assessed.

5. Prepayment:

Maker may prepay this Note in whole or in part at any time without incurring any prepayment penalty; if partial prepayment is made, Maker shall continue to make payments in accordance with the above described schedule, except the number of installments due or final payment at the Maturity Date shall be reduced accordingly.

6. Default:

6.1 A default shall occur if Maker fails to perform any material obligation imposed by this Note and does not correct or commence to correct such failure within ninety (90) days after receipt of written notice from Payee specifying the manner in which Maker is in default. Payee shall send written notice by certified mail, postage prepaid to Maker at the address designated in this Note. Receipt of written notice shall be deemed as either the date of actual delivery upon the Maker or three (3) days after the date of its deposit in the post office, whichever is sooner.

6.2 Upon default and failure to cure within the time provided above, at Payee's sole option, Payee may accelerate the Note and declare the principal sum of the Note, together with accrued interest as due and payable regardless of the Maturity Date. If the Payee elects to accelerate the Note, Payee shall provide written notice to Maker of such election by certified mail, postage prepaid. Thereafter, Maker shall have twenty (20) days from receipt of the written notice to pay the Note in full satisfaction of the debt.

6.3 Upon default and acceleration of the Note, if the Maker fails to pay the Note in full within the time frame stated above, the Payee, at Payee's sole option, may commence an action to collect the sums due on the note and seek the reinstatement of the license in its name under the rules and regulations of the Federal Communications Commission pursuant to the terms of the Asset Purchase Agreements executed by the Payee and Maker. All payments previously made to Payee by Maker including the payments made pursuant to the Asset Purchase Agreement executed by the Payee and Maker, shall be forfeited by Maker to Payee. Such payments shall not be considered a penalty but rather are partial damages due and owing Payee from Maker. Payee further reserves all other statutory rights and remedies provided by law upon default.

7. ADDITIONAL CONDITIONS

7.1 Except as herein otherwise provided, all parties to this Note, including endorsers, sureties and guarantors, hereby jointly and severally waive presentment for payment, demand, protest, notice of protest, notice of demand and of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound hereby until the principal of this Note is paid in full, notwithstanding any extensions of time for payment which may be granted by Payee, even though the

period of extension be indefinite, and notwithstanding any inaction by, or failure to assert any legal rights available to Payee of this Note.

7.2 If the obligations evidenced by this Note, or any part hereof, are placed in the hands of an attorney for collection, whether by suit or otherwise, at any time, or from time to time, Maker shall be liable to Payee, in each instance, for all costs and expenses incurred in connection therewith, including, without limitation, Reasonable Attorneys' Fees.

8. Savings Clause and Severability:

If any clauses or provisions herein contained operate or would prospectively operate to invalidate this Note, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Note shall remain operative and in full force and effect.

9. Full Recourse:

Maker shall be personally liable for the entire indebtedness evidenced by this Note (including all principal and other charges).

10. Captions:

10.1 The captions set forth at the beginning of the various paragraphs of this Note are for convenience only and shall not be used to interpret or construe the provisions of this Note.

10.2 As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Maker based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Idaho.

THE PROVISIONS of this Note shall be governed by and construed in accordance with the laws of the State of Idaho and if controlling, by the laws of the United States and shall be binding upon Maker, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Payee, its successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the day and year first above written.

\_\_\_\_\_  
Ben Smith, Maker

Aloysius Curtin, Maker

\_\_\_\_\_  
Betty Curtin, Maker

\_\_\_\_\_  
Kevin Fitzgerald, Maker

GEOS Communications

By \_\_\_\_\_  
Authorized Partner