

PROMISSORY NOTE {PRIVATE }

\$987,500

Beckley, West Virginia

_____, 2005

FOR VALUE RECEIVED, the undersigned promise to pay, without offset, to the order of Ira W. Southern, the principal sum of Nine Hundred Eighty Seven Thousand Five Hundred Dollars (\$987,500) together with interest on the unpaid balance from time to time remaining at the annual rate of four and forty-three percent (4.43%). Principal and interest are due and payable in equal monthly installments of Six Thousand Six Hundred Forty-Two Dollars and Twenty-Four Cents (\$6,642.24), commencing on _____, 2005 and on the 1st day of each month thereafter until _____, 2023 when the entire aggregate principal amount and accrued but unpaid interest shall be due and payable.

Each payment shall be applied first to interest then accrued, and the balance shall be credited to principal.

Principal and interest are payable at The Villages, Florida, or at such other place as the holder hereof may designate in writing.

If any payment herein provided for is not made when due or if a default occurs the entire, unpaid principal sum evidenced by this note and all accrued, but unpaid interest shall at the option of the holder become immediately due and payable. No failure of the holder to exercise the right of accelerating the maturity of this indebtedness and no indulgence or forbearance granted from time to time shall be construed as a waiver of such right of acceleration or estop the holder from exercising such right at any time.

The makers and endorsers, guarantors and others from time to time obligated hereunder hereby severally waive and renounce the benefit of homestead and all other exemption rights as against this indebtedness or any renewal or extension hereof; and further waive demand, protest, notice of protest, presentment for payment, notice of dishonor and all defenses on the ground of extension of time for payment hereof; and further agree to pay the costs and expense of collecting this indebtedness, including an attorney's fee of 18% of the unpaid balance.

The maker hereof reserves the right to prepay the indebtedness evidenced hereby, in whole or in part, at any time or from time to time without penalty.

This note shall be governed and construed in all respects and enforced according to the laws of the State of West Virginia.

IN WITNESS WHEREOF, the undersigned have caused this note to be executed as of the day and year first above set forth.

SOUTHERN COMMUNICATIONS CORPORATION

By: _____
Its: President