

SECURED ROMISSORY NOTE

\$950,000.00

_____, 2005
Spokane, Washington

FOR VALUE RECEIVED, the undersigned **PRO-ACTIVE COMMUNICATIONS, INC.**, a Nevada corporation ("Maker"), hereby irrevocably and unconditionally promises to pay to the order of **RADIO STATION KMJY, LLC**, a Delaware Limited Liability Company (the "Payee"), in immediately available funds, the principal amount of **NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00)** plus interest at the rate of five percent (5.0%) per annum on the unpaid balance, amortized over fifteen (15) years, in accordance with the schedule attached hereto as Exhibit A and incorporated herein by reference. All payments, which shall include both principal and interest, shall be made in equal and monthly installments in the amount of Seven Thousand Five Hundred Twelve Dollars and Fifty-Four Cents (\$7,512.54) with the first payment, due and payable on the first day of _____, 2005, and the first day of each succeeding month thereafter for twenty-four (24) months. Upon the first day of the twenty-five (25th) month of the Term hereof, the entire remaining balance due hereunder to include any accrued and unpaid interest and/or penalty charges shall become due and payable. Maker may prepay this Note in whole or in part without a premium or penalty. Any partial prepayments or extra payments shall not relieve Maker from making monthly payments as required above. Any partial prepayments of this Note shall first be applied to any interest due on the Note at the time the payment is made and the balance shall be applied to payment of principal.

This Note evidences the partial payment of the Purchase Price for certain assets purchased pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") between Maker and the Payee dated July _____, 2005 with respect to the sale and purchase of radio broadcast Station KMJY (FM), Newport, Washington, FCC Facility Identification Number 29911, the radio broadcast Auxiliary Station KMJY (FM), Newport, Washington, FCC Facility Identification Number 29911, and the radio broadcast Booster Station KMJY (FM1), Spokane, Washington, FCC Facility Identification Number 159514 (the "Stations"). Maker's obligations under this Note are secured by a UCC filing, a security agreement (the "Security Agreement") between Maker and Payee, dated of even date herewith and a guaranty agreement (the "Guaranty Agreement") by and among Maker and Gerald D. Clifton and Gregory McMillion (individually and collectively "Guarantor" or "Guarantors"). The Security Agreement and the Guaranty Agreement shall be known collectively as the "Security Documents".

Any one or more of the following events shall constitute default under this Note, whereupon subject only to limitations arising under the rules, regulations and policies of the Federal Communications Commission or any other law, the holder of this Note may elect to exercise any or all rights, powers and remedies afforded hereunder and under the Security Agreement, the Guaranty Agreement, and all other documents related hereto and by law, including, without limitation, the right to accelerate the maturity of this Note and declare all amounts owing in respect to this Note to be due and payable in full:

(a) if Maker shall fail to make any payment within fifteen (15) days after the date due and payable hereunder;

(b) if Maker shall fail to perform any of its material obligations hereunder, or if the Maker shall fail to perform any of its material obligations under the Security Documents;

(c) if any of the Security Documents are canceled, terminated, revoked or rescinded (other than by Payee in connection with satisfaction of Maker's obligations hereunder) or any proceeding to cancel, revoke, or rescind the Security Documents shall be commenced by a third party and is not dismissed within thirty (30) days after its commencement;

(d) if Maker shall become insolvent, make an assignment for the benefit of creditors, or any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt, dissolution or liquidation shall be commenced with respect to the Maker; provided, however, in any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt dissolution, or liquidation commenced against Maker, Maker shall not be in default if said case or proceeding is discharged within thirty (30) days; or

(e) if Maker shall assign or seek authorization to assign the Stations' licenses, except through a pro forma application on FCC Form 316.

No delay or omission on the part of the Payee in exercising any right hereunder shall operate as a waiver of such right or of any other right of such Payee, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or waiver of the same or any other right on any future occasion.

If Payee under this Note retains an attorney in connection with any such default or to collect, enforce or defend this Note or the Security Documents in any lawsuit or in any reorganization, bankruptcy or other proceeding, or if Maker sues any holder in connection with this Note or the Security Documents and does not prevail, then Maker agrees to pay to each such holder, in addition to principal and interest, all reasonable costs and expenses incurred by such holder in attempting to collect this Note or in any such suit or proceeding, including reasonable attorneys' fees.

Any litigation based hereon, or arising out of, under, or in connection with, this Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of Payee or Maker shall be brought and maintained in the State of Washington. Maker hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of Washington for the purpose of any such litigation.

IN WITNESS WHEREOF, the undersigned has caused this Note to be signed by Maker in its corporate name by its duly authorized officer as of the date and year first written above.

PRO-ACTIVE COMMUNICATIONS, INC.

BY: _____
Gerald D. Clifton, Chief Executive Officer

EXHIBIT A
SCHEDULE OF PAYMENTS