

EXHIBIT A
PURCHASE MONEY NOTE

\$200,000.00

[date]

The undersigned (the "Maker") promises to pay to the order of CHAPARRAL BROADCASTING, INC. (the "Seller"), in lawful money of the United States, the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), plus simple interest on the unpaid principal the "Principal Balance") at the rate of four and one-half percent (4.5%) per annum from the date hereof until the Principal Balance has been paid in full.

Section 1. Payment Terms.

This Note shall be amortized over a period of ten (10) years by the payment of level monthly installments of principal and interest each in the amount of Two Thousand Seventy-Two Dollars and Seventy-Seven Cents (\$2,072.77), the first of which amortization payments shall be due on [date one month after date of note] with subsequent amortization payments being due on the same day of each succeeding month until the tenth (10th) anniversary of this Note, on which date the entire unpaid Principal Balance and any accrued and unpaid interest thereon shall be immediately due and payable.

If any payment required pursuant to this Note is not received by Seller by the fifth (5th) day after it is due, Maker shall pay Seller a late payment penalty of One Hundred Dollars (\$100.00). The late payment penalty shall be immediately due and payable.

Maker may pre-pay this Note in whole or in part at any time and from time to time at its sole option without premium or penalty. If Maker makes pre-payments which together with the amount of the Principal Balance paid by monthly amortization payments total One Hundred Seventy-Five Thousand Dollars (\$175,000.00) on or before the third (3rd) anniversary of this Note, the Principal Balance remaining, i.e., Twenty-Five Thousand Dollars, shall be canceled, and the One Hundred Seventy-Five Thousand Dollars in total Principal payments shall constitute payment in full of the Principal Balance.

Section 2. Security.

The obligations of the Maker evidenced by this Note are secured by a perfected first priority security interest filed against

the assets owned by Maker and used in the operation of Radio Stations KHBC, Facility ID 70379 and KIPA, Facility ID 33324, both Hilo, Hawaii, and Radio Station KHWI, Facility ID 164211, Holualoa, Hawaii (the "Stations") pursuant to a Security Agreement of even date herewith.

Section 3. No Offset.

Except as expressly provided at the end of this Section, all payments due under this Note shall be made when due without any set-off or deduction whatsoever. The Maker agrees that it will not interpose any plea of recoupment, counterclaim, offset, or claim for deduction in any action to enforce collection of this Note. Any claim which the Maker may have against the Seller under any agreement between the Maker and the Seller, or that arises out of a dispute or controversy of any nature whatsoever between the Maker and the Seller, shall be pursued by the Maker in a separate and independent action, and shall not be asserted against any other holder, it being the express intent of this provision that the Maker's covenant to pay this Note is independent of any other agreements or obligations of the Seller, and any alleged or asserted claims or right of the Maker against the Seller which are unrelated to this Note shall not excuse the Maker from its obligation to pay all sums due under this Note when such sums become due. Notwithstanding the foregoing Maker may offset against any payments due hereunder any award of indemnification under the Purchase Agreement between Maker and Seller dated as of May __, 2012 (the "Purchase Agreement") or any other amount that Seller agrees, in writing, is owed to Maker by Seller.

Section 4. Default.

(a) The occurrence of any one or more of the following events shall constitute a default under this Note (a "Default"):

- (i) the failure of the Maker to make any payment of interest or principal when due and the continuation of such failure for five business (5) days after written notice of such failure is given to Maker by the holder of this Note;
- (ii) the failure of the Maker to perform any of its other obligations under this Note when such performance is due and the continuation of such failure for ten business (10) days after written notice of such failure is given to the Maker by the holder of this Note;
- (iii) an Event of Default shall have occurred under the Security Agreement;
- (iv) the sale by Maker of all or substantially all of the assets used or useful in the operation of the Stations;
- (v)

the sale, transfer, or other conveyance of the controlling interest in Maker to any third party, other than pursuant to a transaction for which the consent of the FCC may properly be requested and obtained on a "short form" (FCC Form 316) application; (vi) the sale by Maker of more than fifteen percent (15%) of air time on the stations pursuant to a time brokerage, joint sales, or similar agreement; or Maker has not returned the Stations to the air by August 1, 2012 or if any one of the Stations is silent for more than one hundred eighty consecutive days thereafter.

(b) Whenever there is a Default under this Note, Seller, at its option, may declare all amounts payable under this Note not previously paid immediately due and payable, and exercise any and all rights and remedies available to it hereunder, and under the Security Agreement.

(c) From the date of the occurrence of Default hereunder, interest shall accrue on all amounts then owed to Seller hereunder at a lesser rate of ten percent (10%) per annum, or the maximum interest rate allowed by law, until all amounts owed to Seller hereunder have been fully paid.

Section 5. Place of Payment and Notices.

(a) Place of Payment. All payments on this Note shall be paid at the address of the Seller set forth for notices in subsection (b), or such other place as may be provided by other provisions of this Note.

(b) Notices. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to recipient's address or facsimile number set forth under its name below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage pre-paid, (c) electronic mail with a "read receipt" or similar delivery confirmation, or (c) Federal Express, express mail or like courier service. Notice made in accordance with this section shall be deemed delivered upon receipt.

To Maker: Resonate Hawaii, LLC

Email: ddradioman@aol.com

Attn: Daniel Deeb, Managing Member

To Seller: Chaparral Broadcasting, Inc.
14 Cockanoe Drive
Westport, CT 06880
Attention: Jerrold T. Lundquist
Email: jerry_lundquist@mckinsey.com

Section 6: Miscellaneous.

(a) Each right, power and remedy of the holder under this Note or under applicable laws shall be cumulative and concurrent, and the exercise of any one or more of them shall not preclude the simultaneous or later exercise by the holder of any or all such other rights, powers or remedies. No failure or delay by the holder to insist upon the strict performance of any one or more provisions of this Note or to exercise any right, power or remedy consequent upon a breach thereof or default hereunder shall constitute a waiver thereof, or preclude the holder from exercising any such right, power or remedy. No modification, change, waiver or amendment of this Note shall be deemed to be made unless in writing signed by the party to be charged. Except as otherwise expressly provided, the Maker and each endorser, guarantor, accommodation party and surety of this Note hereby waives demand, presentment for payment, protest, notice of dishonor and notice of protest. This Note shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The invalidity, illegality or unenforceability of any provision of this Note shall not affect or impair the validity, legality or enforceability of any other provision. This Note shall be deemed to be made in and shall be governed by the laws of the State of Hawaii without reference to that State's conflict of law principles.

(b) The Maker shall be liable to the holder of this Note for all reasonable costs and expenses of every kind incurred in the collection of this Note, including, without limitation, reasonable attorneys' fees and court costs actually incurred.

(c) If any dispute arises as to the interpretation or enforcement of this Note, the Maker and Seller agree to use their best, good faith, efforts to resolve the dispute between themselves. If, despite such efforts, the dispute is not resolved within thirty (30) days, the Maker and Seller agree to resolve the dispute pursuant to the procedures set out in Section 14 of the Purchase Agreement and they further agree that

any decision arrived at under those procedures shall be binding upon them and enforceable in a court of law.

IN WITNESS WHEREOF, RESONATE HAWAII, LLC has caused this Purchase Money Note to be executed and delivered by its duly authorized corporate officers this __ day of _____, 2012_.

RESONATE HAWAII, LLC

By: _____
Daniel Deeb, Managing Member