

PROMISSORY NOTE

\$1,500,000.00

Dated: _____

For Value Received:

WJZT Communications, LLC agrees to pay to the order of 97.9 WJZT fm, Inc. at Winter Park, FL, the sum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) with principal and interest to be paid over a term, at the rate, and in the manner following:

Contract of Interest:

Interest shall accrue on the unpaid principal balance of this Note at a variable rate equal to the Wall Street Journal Prime Rate minus 1/5% per annum. Such interest rate shall adjust as the Wall Street Journal Prime Rate adjusts. Interest is computed on the basis of a 360 day year for the actual number of days in the interest period (Actual/360 Computation).

Terms of Repayment:

WJZT Communications, LLC will make monthly payments of accrued interest only on the 1st day of each month commencing on the 1st day of the month following the date of this note.

WJZT Communications, LLC may prepay this note in whole or in part without penalty, premium or fee.

The remaining principal balance and accrued interest shall be due on January 31, 2007.

Upon default in payment of any interest, or principal, the whole amount then unpaid shall, at the option of the holder, become due and payable forthwith, without notice. The undersigned waives demand of payment, notice of non-payment, protest, and notice thereof and, in case of suit hereon, agrees to pay attorney's fees and court costs as permitted by law.

WJZT Communications, LLC

By: _____
Vernon D. Smith, Managing Member