

**PROMISSORY NOTE**

\$450,000.00

\_\_\_\_\_, 2006

FOR VALUE RECEIVED, the undersigned, Michaelsen Communications LLC, a South Carolina limited liability company ("Maker"), unconditionally promises to pay to Edgefield-Saluda Radio Co., Inc., a South Carolina corporation, or its successors, assigns or order ("Holder"), at the principal office of Holder located at 102 Slide Hill Road, Johnston, South Carolina 29832, or at such other address specified by Holder to Maker, in lawful money of the United States of America and in immediately available funds, the principal sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), together with interest accrued thereon in like money at such office, all as further provided herein.

Interest shall accrue on the outstanding principal balance of this Note at the rate of six percent (6%) per annum. If any payment to be made by Maker hereunder is not made on the day it is due, whether such day is scheduled or results from acceleration, a "late charge" on such unpaid amount at a rate equal to or lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate of interest permitted by applicable law, may be imposed on such late amount to, but excluding, the date when paid, and shall be payable by Maker to Holder on demand.

Maker shall make monthly payments of Two Thousand Two Hundred Fifty Dollars (\$2,250.00), commencing on August 1, 2006, and continuing on the first day of each month thereafter through July 1, 2011. A final payment in an amount equal to all remaining principal and

interest outstanding shall be made on August 1, 2011. Payments on this Note shall be applied first to the payment of accrued interest and next to the payment of principal.

The principal hereof (together with accrued interest thereon) may be prepaid from time to time, in whole or in part, without premium or penalty. The obligation of Maker to pay all amounts due hereunder is absolute, and no claim, defense, counterclaim, offset or deduction of any nature, whether arising under this Note, or under any other circumstances or occasion whatsoever, shall diminish in any way its obligation to make such payments in full when due.

Each of the following events or conditions shall constitute an "Event of Default":

(a) Failure by Maker to pay any installment of principal or interest on this Note when due and payable (whether at its stated maturity, by acceleration or otherwise); or

(b) Any representation or warranty made by Maker in this Note shall prove to be incorrect in any material respect on or as of the date made; or

(c) Maker shall make an assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against Maker in any such proceeding or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Maker; or

(d) There shall be filed against Maker any petition or application for relief under any bankruptcy or similar law which is not discharged or dismissed within sixty (60) days after the filing of such petition or application; or

(e) Maker shall dissolve or liquidate or there shall occur, within the meaning of the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder, a transfer of control (whether positive or negative) of Maker, or Maker shall no longer hold all Federal Communications Commission (“FCC”) licenses and authorizations necessary to operate Station WKSX-FM (FCC Facility ID No. 18656) (the “Station”); provided, however, that a transfer of control of Maker or assignment of the Station’s license which is approved pursuant to FCC grant of an application filed on FCC Form 316 (or any successor form thereof) shall not constitute an Event of Default.

Upon the occurrence of an Event of Default, Holder shall provide written notice of the nature of the Event of Default. If the Event of Default is not cured within fifteen (15) days of such notice, then the entire amount of principal and interest remaining unpaid on this Note shall be forthwith due and payable, without presentment, protest or further demand or notice of any kind, all of which are hereby expressly waived by Maker. Failure of Holder or any holder of this Note to exercise any right or remedy available hereunder shall not constitute a waiver of the right to exercise subsequently such right or remedy or any other right or remedy.

Maker may not assign any rights, duties or obligations under this Note. Holder may, in its sole discretion, at any time and from time to time while any portion of the indebtedness evidenced hereby remains unpaid, transfer, sell, assign or pledge this Note (or any portion thereof).

Any notice or other required or permitted communication to Holder hereunder shall be deemed effective (a) in the case of notice by personal delivery, on the date delivered to Holder at 102 Slide Hill Road, Johnston, South Carolina 29832, or such other address as Holder may hereafter designate in writing to Maker, or (b) in the case of notice by registered or certified mail, return receipt requested, postage prepaid, on the fifth day after the date on which mailed, addressed to Holder at such address.

Any notice or other required or permitted communication to Maker hereunder shall be deemed effective (a) in the case of notice by personal delivery, on the date delivered to Maker at 10 Dogwood Lane, Johnston, South Carolina 29832, or such other address as Maker may hereafter designate in writing to Holder, or (b) in the case of notice by registered or certified mail, return receipt requested, postage prepaid, on the fifth day after the date on which mailed, addressed to Maker at such address.

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note shall be governed by the laws of the State of South Carolina. Should any provision of this Note be held unenforceable, such provision shall be ineffective to the extent required but shall not

invalidate any other provision hereof, and to the maximum extent possible, this Note shall remain binding and in full force so as to effectuate the parties' original intent.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

WITNESS:

**MICHAELSEN COMMUNICATIONS LLC**

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By: \_\_\_\_\_  
Michael C. Casey,  
As its Sole Member