

**ASSIGNMENT SEPARATE FROM CERTIFICATE
(STOCK POWER)**

FOR VALUE RECEIVED, the undersigned, does hereby sell, assign and transfer unto SJL Broadcast Management Corp. Sixteen (16) shares of common stock of SJL Communications, Inc. (the "Corporation"), standing in the name of the undersigned on the books of the Corporation represented by Stock Certificate No. 9 attached hereto, and does hereby irrevocably constitute and appoint the Secretary of the Corporation as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: As of December 31, 2006

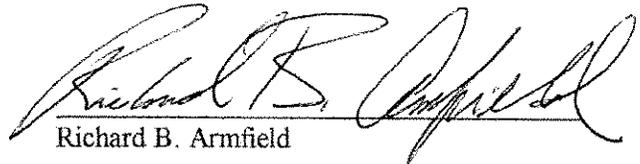


Sandra G. Benton

**ASSIGNMENT SEPARATE FROM CERTIFICATE
(STOCK POWER)**

FOR VALUE RECEIVED, the undersigned, does hereby sell, assign and transfer unto SJL Broadcast Management Corp. One Hundred Eight (108) shares of common stock of SJL Communications, Inc. (the "Corporation"), standing in the name of the undersigned on the books of the Corporation represented by Stock Certificate No. 5 attached hereto, and does hereby irrevocably constitute and appoint the Secretary of the Corporation as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

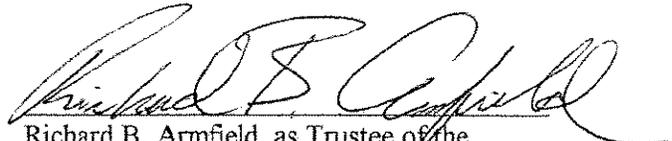
Dated: As of December 31, 2006


Richard B. Armfield

**ASSIGNMENT SEPARATE FROM CERTIFICATE
(STOCK POWER)**

FOR VALUE RECEIVED, the undersigned, does hereby sell, assign and transfer unto SJL Broadcast Management Corp. Eight Hundred Nine (809) shares of common stock of SJL Communications, Inc. (the "Corporation"), standing in the name of the undersigned on the books of the Corporation represented by Stock Certificate No. 8 attached hereto, and does hereby irrevocably constitute and appoint the Secretary of the Corporation as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

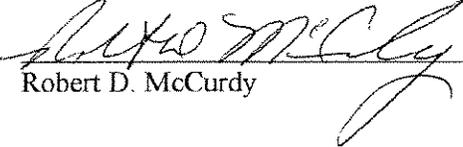
Dated: As of December 31, 2006


Richard B. Armfield, as Trustee of the
George D. Lilly 1997 Business Trust

**ASSIGNMENT SEPARATE FROM CERTIFICATE
(STOCK POWER)**

FOR VALUE RECEIVED, the undersigned, does hereby sell, assign and transfer unto SJL Broadcast Management Corp. Sixty-Seven (67) shares of common stock of SJL Communications, Inc. (the "Corporation"), standing in the name of the undersigned on the books of the Corporation represented by Stock Certificate No. 6 attached hereto, and does hereby irrevocably constitute and appoint the Secretary of the Corporation as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: As of December 31, 2006


Robert D. McCurdy

PROMISSORY NOTE

Montecito, California
As of December 31, 2006

\$12,663

FOR VALUE RECEIVED, the undersigned, SJL Broadcast Management Corp., having an address at 559 San Ysidro Lane, Montecito, CA 93108 (the "Maker"), promises to pay to the order of Richard B. Armfield (the "Payee"), the principal sum of _____, in lawful money of the United States, together with interest (calculated on the basis of a 360-day year and twelve 30-day months) at a rate of _____

The Maker shall pay the principal amount of this Note to the Payee on the tenth (10th) anniversary of the date of this Note, when the Maker shall pay all amounts owing pursuant to this Note but not yet paid.

The Maker promises to pay interest, until such principal sum is paid in full, on the balance of said principal sum from time to time remaining unpaid at a rate per annum which shall be equal to the rate of four and nine tenths of a percent _____ nnum. Interest shall be calculated on a three hundred sixty (360) day year and shall be paid on December 31st of each year, beginning on December 31, 2007, and continuing through the date the principal amount of this Note is to become due.

All payments of principal and interest under this Note are to be made to the Payee at 8 Oyster Reef Drive, Hilton Head Island, SC 29926, or at such other address as the Payee may from time to time designate in writing.

This Note, at the option of the Maker, may be prepaid in whole or in part at any time, without premium or penalty.

The Maker promises to pay all costs and expenses incurred by the Payee in collecting this Note and enforcing the Payee's rights hereunder, including all fees and disbursements of counsel for the Payee.

This Note may not be amended or modified and no revisions hereof shall be effective except by a written instrument executed by the Maker or the Payee. This Note and the rights and obligations hereunder shall be governed by and construed, interpreted and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the 31st day of December, 2006.

SJL Broadcast Management Corp.
By: _____
George D. Lilly
President

PROMISSORY NOTE

Montecito, California
As of December 31, 2006

\$94,943

FOR VALUE RECEIVED, the undersigned, SJL Broadcast Management Corp., having an address at 559 San Ysidro Lane, Montecito, CA 93108 (the "Maker"), promises to pay to the order of the George D. Lilly 1997 Business Trust (the "Payee"), the principal sum of _____ in lawful money of the United States, together with interest (calculated on the basis of a 360-day year and twelve 30-day months) at a rate of _____ per annum.

The Maker shall pay the principal amount of this Note to the Payee on the tenth (10th) anniversary of the date of this Note, when the Maker shall pay all amounts owing pursuant to this Note but not yet paid.

The Maker promises to pay interest, until such principal sum is paid in full, on the balance of said principal sum from time to time remaining unpaid at a rate per annum which shall be equal to the rate of four and nine tenths of a percent _____ er annum. Interest shall be calculated on a three hundred sixty (360) day year and shall be paid on December 31st of each year, beginning on December 31, 2007, and continuing through the date the principal amount of this Note is to become due.

All payments of principal and interest under this Note are to be made to the Payee at 559 San Ysidro Lane, Montecito, CA 93108, or at such other address as the Payee may from time to time designate in writing.

This Note, at the option of the Maker, may be prepaid in whole or in part at any time, without premium or penalty.

The Maker promises to pay all costs and expenses incurred by the Payee in collecting this Note and enforcing the Payee's rights hereunder, including all fees and disbursements of counsel for the Payee.

This Note may not be amended or modified and no revisions hereof shall be effective except by a written instrument executed by the Maker or the Payee. This Note and the rights and obligations hereunder shall be governed by and construed, interpreted and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the 31st day of December, 2006.

SJL Broadcast Management Corp.

By: _____
George D. Lilly
President

PROMISSORY NOTE

Montecito, California
As of December 31, 2006

\$1,843

FOR VALUE RECEIVED, the undersigned, SJL Broadcast Management Corp., having an address at 559 San Ysidro Lane, Montecito, CA 93108 (the "Maker"), promises to pay to the order of Sandra Benton (the "Payee"), the principal sum of

in lawful money of the United States, together with interest (calculated on the basis of a 360-day year and twelve 30-day months) at a rate of four and nine tenths of a percent

The Maker shall pay the principal amount of this Note to the Payee on the tenth (10th) anniversary of the date of this Note, when the Maker shall pay all amounts owing pursuant to this Note but not yet paid.

The Maker promises to pay interest, until such principal sum is paid in full, on the balance of said principal sum from time to time remaining unpaid at a rate per annum which shall be equal to the rate of four and nine tenths of a percent per annum. Interest shall be calculated on a three hundred sixty (360) day year and shall be paid on December 31st of each year, beginning on December 31, 2007, and continuing through the date the principal amount of this Note is to become due.

All payments of principal and interest under this Note are to be made to the Payee at 11 Corte Sevilla, San Clemente, CA 92673, or at such other address as the Payee may from time to time designate in writing.

This Note, at the option of the Maker, may be prepaid in whole or in part at any time, without premium or penalty.

The Maker promises to pay all costs and expenses incurred by the Payee in collecting this Note and enforcing the Payee's rights hereunder, including all fees and disbursements of counsel for the Payee.

This Note may not be amended or modified and no revisions hereof shall be effective except by a written instrument executed by the Maker or the Payee. This Note and the rights and obligations hereunder shall be governed by and construed, interpreted and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the 31st day of December, 2006.

SJL Broadcast Management Corp.

By: 
George D. Lilly
President

PROMISSORY NOTE

Montecito, California
 As of December 31, 2006

\$7,910

FOR VALUE RECEIVED, the undersigned, SJL Broadcast Management Corp., having an address at 559 San Ysidro Lane, Montecito, CA 93108 (the "Maker"), promises to pay to the order of Robert D. McCurdy (the "Payee"), the principal sum of _____, in lawful money of the United States, together with interest (calculated on the basis of a 360-day year and twelve 30-day months) at a rate of four and nine tenths of a percent _____ per annum.

The Maker shall pay the principal amount of this Note to the Payee on the tenth (10th) anniversary of the date of this Note, when the Maker shall pay all amounts owing pursuant to this Note but not yet paid.

The Maker promises to pay interest, until such principal sum is paid in full, on the balance of said principal sum from time to time remaining unpaid at a rate per annum which shall be equal to the rate of four and nine tenths of a percent (_____ per annum. Interest shall be calculated on a three hundred sixty (360) day year and shall be paid on December 31st of each year, beginning on December 31, 2007, and continuing through the date the principal amount of this Note is to become due.

All payments of principal and interest under this Note are to be made to the Payee at 72 Whitecap Street, Pismo Beach, CA 93449, or at such other address as the Payee may from time to time designate in writing.

This Note, at the option of the Maker, may be prepaid in whole or in part at any time, without premium or penalty.

The Maker promises to pay all costs and expenses incurred by the Payee in collecting this Note and enforcing the Payee's rights hereunder, including all fees and disbursements of counsel for the Payee.

This Note may not be amended or modified and no revisions hereof shall be effective except by a written instrument executed by the Maker or the Payee. This Note and the rights and obligations hereunder shall be governed by and construed, interpreted and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the 31st day of December, 2006.

SJL Broadcast Management Corp.

By: 

 George D. Lilly
 President