

Walled Lake, Michigan
_____, 2004

PROMISSORY NOTE

FOR VALUE RECEIVED, Birach Broadcasting Corporation, a Michigan corporation (“Maker”), promises to pay to Foreign Radio Programs, Inc., a Michigan corporation (“Holder”), or order, without offset, the principal sum of Four Hundred Thousand Dollars (\$400,000.00), with interest at the rate of five percent (5%) per annum. This Note is subject to the following conditions and in accordance with the following terms:

1. This Note is payable in two (2) installments of Two Hundred Thousand Dollars (\$200,000.00), each, plus interest at five percent (5%) per annum. The Note may be prepaid at any time without penalty. The first payment shall be due six (6) months after the date hereof, and the second and final payment shall be due twelve (12) months from the date hereof.

2. This Note is secured by a security interest in certain personal property described in a Security Agreement dated _____, 2004.

3. Unless otherwise instructed in writing by the Holder of this Note, all payments required by this Note shall be sent to:

Dr. Janusz A. Subczynski, President
Foreign Radio Programs, Inc.
2222 Franklin Road
Bloomfield Hills, MI 48302

4. Time shall be deemed to be of the essence. Should it become necessary for the Holder of this Note to engage counsel to collect or enforce this Note, the Maker shall pay, to the extent permitted by law, all costs and reasonable attorney’s fees incurred in collecting or enforcing payment.

5. The Holder of this Note shall not by any act, delay, omission or otherwise, be deemed to have waived any rights or remedies and no waiver shall be valid unless in writing signed by Holder. A waiver of any right or remedy under the terms of this Note on any one occasion shall not be construed as a bar to any other right or remedy which the Holder of this Note has or would have on any future occasion. This Note is negotiable.

6. In the event that the Maker of this Note fails to timely make any payment required by this Note, the Holder of the Note may upon ten (10) days written notice to the Maker declare the entire balance of principal and interest due and payable in a lump sum; provided, however, that the Maker of the Note may cure any such default within ten (10) days after receiving the notice specified in this paragraph.

7. This Note shall be governed and construed in accordance with the laws of Michigan.

8. If any provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way unless such enforcement would materially alter the underlying intent of the Parties to this Note, as originally contemplated by the parties hereto, at the time this Note was executed.

9. The Maker and the guarantor hereof, hereby jointly and severally waive presentment, demand for payment, notice of dishonor, notice of protest and protest delivery, acceptance, performance default, endorsement of guarantee of this instrument and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

10. This Note shall be binding upon the successors and assigns of the Maker and shall inure to the benefit of the successors and assigns of the Holder of this Note.

11. For value received, the undersigned guarantor hereby absolutely and unconditionally guarantees prompt payment and collection on this Note and agrees to pay all costs, legal expenses and reasonable attorney's fees incurred or paid by the Holder of this Note should it become necessary to enforce this Note.

Birach Broadcasting Corporation has executed this Note on the day and year above written.

BIRACH BROADCASTING CORPORATION

By: _____
Sima Birach
President

PERSONAL GUARANTEE:

Sima Birach, the president of Birach Broadcasting Corporation, hereby personally guarantees the payment and collection of this Note.

SIMA BIRACH

By: _____