

STOCK PLEDGE AGREEMENT

This STOCK PLEDGE AGREEMENT, is made as of this day of April 21, 2008, by and among John Cooper, a resident of the State of California, and Lynden Williams, a resident of the State of California (together, the "Stockholders"), Aurora Communications, Inc., a Nevada corporation (the "Company"), and Lazer Broadcasting Corporation, a California corporation (the "Secured Party").

WHEREAS, the Stockholders, are the sole stockholders in the Company; and

WHEREAS, the Company and Secured Party have entered into that certain Amended and Restated Loan Agreement, dated February 25, 2008 (the "Agreement"), pursuant to which Secured Party has made financial accommodations to the Company; and

WHEREAS, pursuant to the terms of the Agreement, the Company has delivered to Secured Party that certain Promissory Note of the Company dated of even date herewith, with a face amount of One Million Seven Hundred Twenty Thousand Dollars (\$1,720,000.00) (the "Note"); and

WHEREAS, Company's obligations under the Agreement and the Note are secured by that certain Security Agreement dated of even date herewith (the "Security Agreement"); and

WHEREAS, the Stockholders have, and will continue to, benefit from the Secured Party's financial accommodations to the Company.

NOW, THEREFORE, to induce the Secured Party to extend the financial accommodations to the Company, and in recognition that the Secured Party would not extend such financial accommodations to the Company but for the Stockholder's promises hereunder, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Stockholders, the Stockholders and and the Secured Party agree as follows:

1. **Pledge of Stock.** The Stockholders hereby grant a security interest to the Secured Party and pledge to Secured Party one hundred percent (100%) of the shares of common stock of the Company (the "Stock").

a. The Stockholders have delivered to Secured Party certificates for the Stock together with stock powers therefor duly endorsed in blank. Secured Party shall hold the Stock as security for the performance by Company under the Note.

b. The Stock is represented by the below-described certificates of common stock, no par value, of the Company:

Certificate Number

Shares

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2. **Security for Obligations.** This Stock Pledge Agreement secures the payment and performance of (collectively, the "Debt"): (a) all existing and future obligations of any nature whatsoever of the Company to the Secured Party under this Stock Pledge Agreement, the Agreement, and the Note (in each case whether for principal, interest, fees, expenses or otherwise); (b) any other obligations of any nature whatsoever of the Company to the Secured Party, whether monetary, non-monetary, direct, indirect, acquired, joint, several, joint and several, liquidated, unliquidated, contractual, non-contractual, existing, future, contingent or otherwise; and (c) any replacements, renewals, restatements, extensions, consolidations and any other modifications of any of the obligations described in subparts (a) and (b) above, together with any interest, fees, expenses and other charges thereon, and any amounts expended by or on behalf of the Secured Party for the protection and preservation of the security interest granted.

3. **Stockholders' Representations, Warranties and Covenants.** The Stockholders hereby represent, warrant, and covenant that:

a. The above-listed Stock represents all of the issued and outstanding common stock of the Company owned by the Stockholder.

b. No additional shares of stock in the Company shall be issued and sold without the Secured Party's prior written consent until the Debt has been repaid in full. All additional shares of stock, if any, issued by the Company shall be pledged to Secured Party as additional required security under this Stock Pledge Agreement immediately upon issue. As long as the Company is indebted to the Secured Party, no dividends with respect to the Stock shall be paid to the Stockholders or any third party.

c. This Stock Pledge Agreement is subject to the terms of the Agreement.

d. Except for the security interest granted or acknowledged hereby and pursuant to that certain Security Agreement of even date herewith by and between the Company and the Secured Party, and certain restrictions on transfer of the Stock arising under the Communications Act of 1934, as amended (the "Act"), the Stockholder owns the Stock free from any adverse lien, security interest, encumbrance, assessment, third party claim or threatened claim, and shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest herein.

e. The Stockholders have all necessary power and authority to enter into and perform this Stock Pledge Agreement and the transactions contemplated by this Stock Pledge Agreement and the Stockholders' execution, delivery and performance of this Stock Pledge Agreement have been duly and validly authorized by all necessary action on their part. This Stock Pledge Agreement has been duly executed and delivered by each of the Stockholders and constitutes each Stockholder's valid and binding obligation enforceable against each Stockholder in accordance with its terms.

f. The execution, delivery and performance of this Agreement by the Stockholders: (i) do not and will not require the consent or approval of or any filing with any

third party or governmental authority other than the Federal Communications Commission (the "FCC"); (ii) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which either of the Stockholders is a party or by which it or the assets of the Company are bound; and (iii) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which the Shareholders or the Company are now subject.

4. **Registration of Stock.** As long as there shall have been no default by the Company or Stockholders under this Stock Pledge Agreement, the Agreement or the Note, the Stock shall remain registered in the name of Stockholders.

5. **Event of Default.** Any material breach of the representations, warranties or covenants of this Stock Pledge Agreement or any breach or default under the Agreement, Security Agreement, or the Note shall be deemed to be an "Event of Default" hereunder.

6. **Actions Upon Default.** In the event that an Event of Default is declared under this Stock Pledge Agreement, Security Agreement, the Agreement or the Note, the Secured Party shall have the rights and remedies provided in the Uniform Commercial Code as enacted in the state of California as regards the Stock. These rights and remedies shall include, without limitation, the right of the Secured Party to cause any or all of the pledged Stock to be sold at a public or private arms' length sale upon ten (10) days' notice to the Stockholders. In addition, if an Event of Default is declared under this Stock Pledge Agreement, the Agreement or the Note, Secured Party shall have the right to cause the Stock to be registered in Secured Party's or Secured Party's nominee's name following receipt of all necessary prior governmental approvals and consents.

7. **Further Assurances.** Upon request, the Stockholders and the Company agree to execute any financing statements or other that the Secured Party might request in order to file in the proper public offices notice of the security interest granted hereunder. Any filing costs for said financing statements shall be paid by the Company. In addition, the Company and the undersigned agree to join with the Secured Party or the purchaser at any foreclosure sale in the filing of an application with the FCC requesting approval of any transfer of the Stock.

8. **Voting.** During the term of this Stock Pledge Agreement, if no default has occurred under the Agreement or other documents entered into by and between the Secured Party and the Company or if transfer of the Stock subject thereto has not been approved by the FCC, the Stockholder shall retain the right to vote the subject shares on all corporate questions. To this end, the Secured Party or any purchaser at any foreclosure sale shall execute due and timely proxies in favor of the Stockholder upon request.

9. **Notice.** Any notice, demand, or request required or permitted to be given under the provisions of this Stock Pledge Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing:

If to Secured Party:

Lazer Broadcasting Corporation
200 South A. Street
Suite 400
Oxnard, CA 93030
Attention: Alfredo Plascencia
Telephone: (805) 240-2070
Facsimile: (805) 240-5961

With a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Harry C. Martin
Telephone: (703) 812-0400
Facsimile: (703) 812-0486

If to Stockholders:

Mr. John Cooper
12272 Sarazen Pl
Granada Hills, CA 91344

and

Mr. Lynden Williams
12272 Sarazen Pl
Granada Hills, CA 91344

With a copy (which shall not constitute notice) to:

Lawrence Bernstein Law Offices
3510 Springland Lane, NW
Washington, DC 20008
Attention: Lawrence Bernstein
Telephone: (202) 296-1800
Facsimile: (202) 296-1800

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice of a copy.

10. **Binding Effect.** This Stock Pledge Agreement shall be binding upon the parties hereto, and their successors, subsidiaries and assigns. Stockholders shall not assign this Stock Pledge Agreement or any of their obligations or rights hereunder without the prior written consent of Secured Party.

11. **Amendments; Waivers.** No modification or waiver of any provision of this Stock Pledge Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given. No failure or delay on the part of Secured Party in exercising any right or power under this Stock Pledge Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Secured Party in this Stock Pledge Agreement are cumulative and are not exclusive of any right or remedies which Secured Party may otherwise have.

12. **Choice of Law.** The construction and performance of this Stock Pledge Agreement shall be governed by the laws of the State of California without regard to its principles of conflict of law. With respect to any disputes arising under this Stock Pledge Agreement, the parties hereto consent to the jurisdiction of local or federal courts with jurisdiction in Ventura County, California.

13. **Counterparts.** This Stock Pledge Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

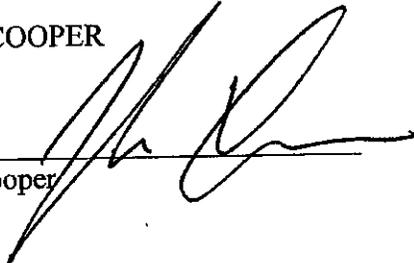
14. **Severability.** In the event that any of the provisions of this Stock Pledge Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. If any provision of this Stock Pledge Agreement is deemed to be unenforceable in any jurisdiction, as to such jurisdiction, such provision will be construed to be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Stock Pledge Agreement, and unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties to this Stock Pledge Agreement waive any provision of law now or hereafter in effect which renders any provision of this Stock Pledge Agreement unenforceable in any respect.

15. **FCC Authority.** Notwithstanding anything in this agreement to the contrary, no actual transfer of control of the Company, as defined by the FCC, or within the meaning of Section 310(d) of the Act, shall occur until the FCC has granted its consent to such transfer. Stockholders and Secured Party acknowledge that the voting rights in the Shares shall remain with Stockholders even in upon the occurrence of Event of Default until the FCC shall have given its prior consent to the exercise of stockholder rights by a purchaser at a public or private arms' length sale of the Shares or to the exercise of such rights by a receiver, trustee, conservator, or other agent duly appointed pursuant to applicable law. In all other respects, this sale shall be controlled by the terms of the referenced Uniform Commercial Code.

IN WITNESS WHEREOF, the undersigned have caused this Stock Pledge Agreement to be executed as of the date first above written..

STOCKHOLDERS:

JOHN COOPER



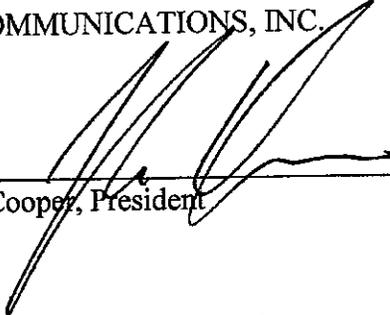
John Cooper

LYNDEN WILLIAMS

Lynden Williams

COMPANY:

AURORA COMMUNICATIONS, INC.

By: 

John Cooper, President

SECURED PARTY:

LAZER BROADCASTING CORPORATION

By: _____
Alfredo Plascencia, President



IN WITNESS WHEREOF, the undersigned have caused this Stock Pledge Agreement to be executed as of the date first above written.

STOCKHOLDERS:

JOHN COOPER

John Cooper

LYNDEN WILLIAMS

Lynden Williams

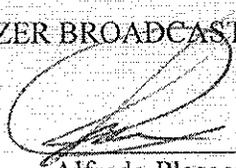
COMPANY:

AURORA COMMUNICATIONS, INC.

By: _____
John Cooper, President

SECURED PARTY:

LAZER BROADCASTING CORPORATION

By:  _____
Alfredo Plascencia, President

INCORPORATED UNDER THE LAWS OF THE
STATE OF NEVADA



2

12,500

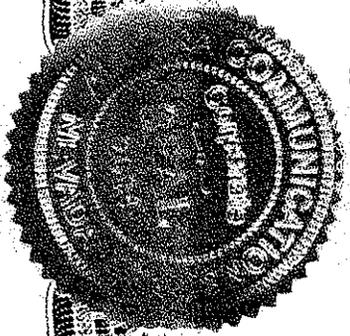
AURORA COMMUNICATIONS, INC.

This Corporation is authorized to issue 25,000 Common Shares at No Par Value

THIS CERTIFIES THAT Lynden Williams is the owner of
Twelve Thousand Five Hundred fully paid and non-assessable
shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or
by duly authorized attorney upon surrender of this Certificate properly endorsed.
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized
officers and its Corporate Seal to be hereunto affixed this 27 day of July AD. 2004

President

Secretary/Treasurer



INCORPORATED UNDER THE LAWS OF THE
STATE OF NEVADA

1



12,500

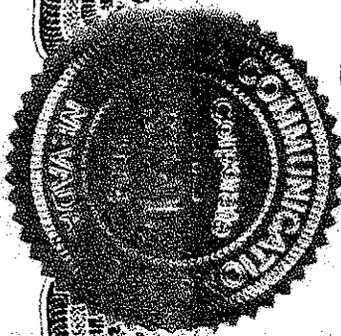
AURORA COMMUNICATIONS, INC.

This Corporation is authorized to issue 25,000 Common Shares at No Par Value

THIS CERTIFIES THAT John Cooper is the owner of
Twelve Thousand Five hundred fully paid and nonassessable
shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or
by duly authorized attorney upon surrender of this Certificate properly endorsed
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized
officers and its corporate seal to be hereto affixed this 22 day of July AD 2004

President

Secretary/Treasurer



CERTIFICATE OF PRESIDENT

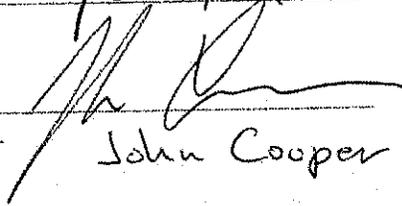
THIS IS TO CERTIFY that I am the duly elected, qualified and acting President of
Aurora Communications, Inc.
and that the above and foregoing bylaws constitute a true original copy and were duly adopted
as the bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand.

DATED: _____

7/22/04

PRESIDENT


John Cooper