

## PERSONAL GUARANTY

WHEREAS, Lazer Broadcasting Corporation ("Lender"), pursuant to that certain letter agreement dated September 23, 2004 (the "Agreement"), by and between Lender and RuDex Broadcasting Limited ("RuDex") and Aurora Communications, Inc. ("Aurora") (RuDex and Aurora together, "Debtors"), agreed to loan to RuDex and to Aurora the sums of \$26,500 and \$45,000, respectively (the "Loans"), to accommodate their making upfront deposit payments to the Federal Communications Commission ("FCC") in connection with FCC Auction No. 37.

WHEREAS, simultaneously herewith, Debtors executed promissory notes (the "Notes") reflecting the loans Lender has made to Debtors in connection with the FCC auction;

WHEREAS, John Cooper ("Guarantor") is a principal of Debtors, and intends to use the proceeds of the Loans to promote the business interests of Debtors;

NOW THEREFORE, in exchange for Lender's agreement to extend the Loans, Guarantor has agreed to personally guaranty the payment (and not merely the collection) at maturity (by acceleration or otherwise) of the Notes, this guaranty being upon the following terms and conditions:

1. As used throughout this guaranty, the term "Guarantor" shall include, without limitation, the Guarantor, the Guarantor as debtor-in-possession, and any receiver, trustee, liquidator, conservator, custodian or similar party hereafter appointed for the Guarantor or all or substantially all of his assets pursuant to any liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency or other debtor relief law from time to time in effect.
2. This instrument shall be an absolute, continuing and unlimited guaranty through the date of full payment and performance of both of the Notes.
3. If Guarantor is or becomes liable for any indebtedness owing to the Lender by the Debtors, by endorsement or otherwise, other than under this guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of the Lender hereunder shall be cumulative of any and all other rights that the Lender may ever have against the Guarantor. The exercise by the Lender of any right or remedy hereunder, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy. The Guarantor covenants and agrees that he will not assert any rights arising from payment or other performance hereunder until all of Guarantor's liability hereunder and under the Notes shall have been discharged in full.
4. In the event of Default under either of the Notes (as defined in the Notes), the Guarantor shall, on demand and without further notice of dishonor, pay the amount due under the Notes, and it shall not be necessary for the Lender, in order to enforce such payment by the Guarantor, first to institute suit or exhaust its remedies against the Debtors.
5. Guarantor agrees that, to the extent permitted by applicable law, his obligations

under the terms of this guaranty shall not be released, diminished, or impaired, reduced, or affected by the occurrence of any one or more of the following events: (a) the death, insolvency, bankruptcy, disability, or lack of corporate or partnership power of either of the Debtors, the Guarantor, or any party other than Lender at any time liable for the payment of the Notes, whether now existing or hereafter occurring; (b) any renewal, extension, and/or rearrangement of the payment of any or all of the Notes, either with or without notice to or consent of the Guarantor, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by the Lender to the Debtors; (c) any neglect, delay, omission, failure, or refusal of the Lender to take or prosecute any action for the collection of the Notes; or (d) any failure of the Lender to notify the Guarantor of any renewal, extension, or assignment of the Notes, or of any other action taken or refrained from being taken by the Lender against either of both of the Debtors, it being understood that the Lender shall not be required to give the Guarantor any notice of any kind under any circumstances with respect to or in connection with the Notes.

6. The Guarantor hereby waives all rights by which he might be entitled to require suit on an accrued right of action arising under the Notes.

7. Guarantor represents and warrants that the value of the consideration received and to be received under the Agreement is material in proportion to his liability and obligation hereunder, and that such liability and obligation may reasonably be expected to benefit him directly and indirectly. Guarantor waives notice of acceptance of this instrument. Guarantor represents and warrants that he is not a party to any agreement or instrument that prohibits him from incurring contingent or secondary liabilities or that would be violated by the delivery or performance by Guarantor of this guaranty.

8. This guaranty is for the benefit of the Lender and its successors and assigns, and in the event of an assignment of the either or both of the Notes, the rights and benefits thereunder may be transferred to the holder in due course of the Notes.

This guaranty is executed and delivered incident to a lending transaction negotiated, consummated and performed in California, and shall be construed according to the laws of that state. Guarantor consents to the jurisdiction over him to enforce this guaranty in local or federal courts with jurisdiction in Ventura County, California. In addition, **GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS GUARANTY**, which waiver shall survive the termination of this guaranty.

September 23, 2004

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John Cooper