

PROMISSORY NOTE

\$45,00.00

September 23, 2004

FOR VALUE RECEIVED, the undersigned Aurora Communications, Inc. ("Maker") hereby irrevocably and unconditionally promises to pay to the order of Lazer Broadcasting Corporation ("Payee") at 200 South A Street, 4th Floor, Oxnard, California 93930 in immediately available funds, the principal amount of **FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$45,000.00)** plus interest at 4.5% percent per annum on demand on or after December 1, 2004. Maker may prepay this Note in whole or in part, without premium or penalty. Any partial prepayments or extra payments shall not relieve Maker from making payment of the balance due of principal and interest on demand as required above. Any partial prepayments of this Note shall first be applied to any interest due on the Note at the time payment is made, and the balance shall be applied to payment of principal.

This Note evidences a loan by Payee to Maker pursuant to a letter agreement (the "Agreement") between Maker, Payee and RuDex Broadcasting Limited ("RuDex") of even date herewith. Maker's obligations under this Note and RuDex's obligations under a note of even date herewith are secured by a personal guarantee of John Cooper of even date herewith (the "Guarantee").

Any one or more of the following events shall constitute default under this Note, whereupon subject only to limitations arising under the rules, regulations and policies of the FCC or any other law, the holder of this Note may elect to exercise any or all rights, powers and remedies afforded hereunder, under the Guarantee, the Agreement or

under all other documents related hereto and by law, including, without limitation, the right to accelerate the maturity of this Note and declare all amounts owing in respect to this Note to be due and payable in full:

(a) if Maker shall fail to pay all principal and interest due hereunder within ten (10) days after timely demand therefor; or

(b) if Maker shall fail to perform any material obligation of Maker hereunder or under the Agreement, or

(c) if the Guarantee shall be cancelled, terminated, revoked or rescinded or any proceeding to cancel, revoke, or rescind the Guarantee shall be commenced; or

(d) if Maker shall become insolvent, make an assignment for the benefit of creditors, or any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt, dissolution or liquidation shall be commenced with respect to Maker provided, however, in any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt dissolution, or liquidation commenced against Maker, Maker shall not be in default if said case or proceeding is discharged within thirty (30) days; or

(e) if Maker, RuDex and Payee for any reason do not agree to, complete and execute the Loan Agreement, Option Agreement and related instruments described in paragraph 5 of the Agreement on or before November 1, 2004.

No delay or omission on the part of Payee in exercising any right hereunder shall operate as a waiver of such right or of any other right of such Payee, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or waiver

of the same or any other right on any future occasion. Maker and every endorser and guarantor of this Note or the obligation represented hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral and to the addition or release of any other party or person primarily or secondarily liable.

If Payee retains an attorney in connection with any such default or to collect, enforce or defend this Note or any papers intended to secure or guarantee it in any lawsuit or in any reorganization, bankruptcy or other proceeding, or if Maker sues any holder in connection with this Note or any such papers and does not prevail, then Maker agrees to pay to each such holder, in addition to principal and interest, all reasonable costs and expenses incurred by such holder in attempting to collect this Note or in any such suit or proceeding, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned has caused this Note to be signed in its corporate name by its duly authorized officer as of the date and year first above written.

AURORA COMMUNICATIONS, INC.

Attest

By: _____
John Cooper, President

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