

## UNCONDITIONAL GUARANTY

THIS UNCONDITIONAL GUARANTY is made as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2003, by Jerry Evans and Leslie Evans, husband and wife, (each the "Guarantor"), with Jerry Evans, (the "Payor") having an address at 2387 Centennial Drive, P.O. Box 601, Genoa, Nevada 89411, and Carson Valley Radio, Inc., (the "Payee"), a Nevada Corporation.

### WITNESSETH THAT:

WHEREAS, pursuant to, and subject to certain terms and conditions contained in, a certain Asset Purchase Agreement dated as of October \_\_\_\_, 2003, of which a Promissory Note (the "Note") is an integral part by and between Carson Valley Radio, Inc., as the Payee thereunder, and Jerry Evans the Maker thereunder, the Guarantor has agreed to personally guarantee the performance obligations on the Note. The original principal amount of the Note is Six Hundred Thirty Seven Thousand Five Hundred Dollars (\$637,500.00); and

WHEREAS, the Payee has advised the Maker that it will not execute any of the Closing Documents with the Maker unless, among other matters, all of the obligations of the Maker under the Note and certain other agreements as hereinafter provided, including, without limitation, the punctual payment of both principal and interest to be paid, are guaranteed by the Guarantor to the extent hereinafter set forth; and

WHEREAS, the Guarantor is willing and has voluntarily and freely agreed to guarantee the payment of the aforesaid obligations as hereinafter provided;

NOW, THEREFORE, in order to induce the Payee to execute the Closing Documents and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Guarantor hereby covenants and agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby, absolutely, unconditionally and irrevocably guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the principal of the Note, and the interest thereon, in each case when due and payable, according to the terms of the Note, whether at stated maturity, by reason of acceleration or otherwise; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Note, whether at stated maturity, by reason of acceleration or otherwise; (iii) the due and punctual payment (and not merely the collectability), performance and observance of all of the other obligations, terms, covenants and conditions contained in the Note, Security Agreement and Asset Purchase Agreement (the "Obligations").

2. The Guarantor expressly agrees that the Payee may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to, the Promissory Note; (ii) modify, amend or change any provisions of the Note; (iii) grant extensions or renewals of or with respect to the Note, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of the Maker or of all or any part of the collateral securing the Obligations; (v) assign or otherwise transfer the Note, including, without limitation, this Guaranty, or any interest therein; and (vi) deal in all respect with the Maker, the Obligations or any collateral securing the Obligations as if this Guaranty were not in effect.

3. The liability of the Guarantor under this Guaranty shall be primary, direct, immediate and independent and not conditional or contingent upon pursuit by the Payee of any remedies it may

have against the Maker, the Payor or any other party with respect to the Note, Security Agreement, or the Asset Purchase Agreement, whether pursuant to the terms thereof or otherwise. No exercise or nonexercise by the Payee of any right given to it hereunder or under the above named documents, and no change, impairment or suspension of any right or remedy of the Payee, shall in any way affect any of the Guarantor's obligations hereunder or give the Guarantor any recourse against the Payee. Without limiting the generality of the foregoing, the Payee shall not be required to make any demand on the Maker, Payor and/or any other party, or otherwise pursue or exhaust its remedies against the Maker, Payor or any other party, before, simultaneously with or after, enforcing its rights and remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor, either in the same action, if any, brought against the Maker, Payor and/or any other party, or in separate actions, as often as the Payee, in its sole discretion, may deem advisable.

4. The Guarantor hereby expressly waives: (i) diligence, presentment and demand for payment and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand, dishonor and protest; (iii) notice of any default hereunder or under the Note and of all indulgences; (iv) demand for observance or performance or enforcement of, any terms or provisions of this Guaranty or the Note; (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive; (vi) the right to assert in any action or proceeding hereupon any defense, statute of limitations, setoff, counterclaim or other claim which it may have against the Payee; and (vii) the benefit of all other principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof.

5. In each case of happening of any of the following events (each of which is herein sometimes called an "Event of Default"):

(a) default in the payment of any indebtedness of the Guarantor to the Payee, when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise; or

(b) default in the due observance or performance of any covenant, condition or agreement contained in this Guaranty or in any agreement now or hereafter securing payment of this Guaranty; or

(c) the Guarantor shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of any of his property, (ii) admit in writing his inability to pay his debts as they mature, (ii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or be the subject of an order for relief under Title 11 of the United States Code, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against him in any proceeding under any such law or corporate action shall be taken for the purpose of effecting any of the foregoing;

(d) there shall be filed against the Guarantor an involuntary petition seeking the appointment of a receiver, trustee, custodian or liquidator of a Guarantor or a substantial part of the Guarantor's assets, or an involuntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, whether now or hereafter in effect (any of the foregoing petitions begin hereinafter referred to as an "Involuntary Petition"); or

(e) for any reason the Guarantor shall cease to be the beneficial and legal owner of equity in the Maker or an affiliated entity; or

(f) the occurrence of an “Event of Default” as defined in the Note, Security Agreement and Asset Purchase Agreement, which “Events of Default” are incorporated herein by reference as if set forth at length herein; or

(g) the Guarantor shall be judicially declared incompetent;

then and upon any such Event of Default and at any time thereafter during the continuance of such Event of Default, at the election of the Payee, the Note and the Obligations and any and all other obligations of the Maker, Payor and the Guarantor and each of them to the Payee shall for the purposes of this Guaranty immediately become due and payable, both as to principal and interest, without presentment, demand, or protest, all of which are hereby expressly waived, anything contained herein or in the Note or other evidence of such obligations to the contrary notwithstanding. In the event of an acceleration of the Maker’s/Payor’s obligations for the purposes of this Guaranty solely as a result of an Involuntary Petition as specified in paragraph (f) above, such acceleration shall be rescinded if within sixty (60) days following the filing of such Involuntary Petition, such Involuntary Petition shall have been dismissed and there shall then exist no other Event of Default under this Guaranty.

6. All notices, demands, requests or other communications given hereunder or in connection herewith shall be in writing and either mailed by registered mail, return receipt, sent by nationally recognized overnight courier service, or personally delivered, addressed to the party to receive such notice at its address set forth below or at such other address as such party may hereafter designate by notice given in like fashion:

If to the Maker/Payor:

Jerry Evans  
2387 Centennial Drive  
P.O. Box 601  
Genoa, Nevada 89411

With a copy (except for routine communications) to:

Shainis & Peltzman, Chartered  
1850 M Street, N.W.  
Suite 240  
Washington, D.C. 20036  
Telecopy No.: (202) 293-0810

If to Guarantor:

Jerry Evans & Leslie Evans  
2387 Centennial Drive  
P.O. Box 601  
Genoa, Nevada 89411

With a copy (except for routine communications) to:

Aaron P. Shainis, Esq.  
Shainis & Peltzman, Chartered  
1850 M Street, N.W.  
Suite 240  
Washington, D.C. 20036  
Telecopy No.: (202) 293-0810

If to Payee:

Carson Valley Radio, Inc.  
C/O Lloyd & Caroline Higuera  
1171 Cottonwood Street  
Gardnerville, NV 89410

With a copy (except for routine communications) to:

Robert Lewis Thompson, Esq.  
Thiemann Aitken & Vohra, LCC  
908 King Street, Suite 300  
Alexandria, VA 22314  
Fax: (703) 836-9410

or, as to each party, at such other address as shall be designated by such parties in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communication shall be deemed given upon receipt by the party to whom such notice is directed.

7. Any payments made by the Guarantor under the provisions of this Guaranty shall, if made to the Payee, be made in accordance with the payment provisions contained in the Note, Security Agreement, and the Asset Purchase Agreement.

8. All rights and remedies afforded to the Payee by reason of this Guaranty, the Note, Security Agreement and the Asset Purchase Agreement, or by law are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Payee unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Payee, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The obligations of the Guarantor to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment modification, change, release or limitation of the liability of either Maker/Payor or their respective estates, in bankruptcy or reorganization resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute or from the decision of any court. The Guarantor agrees that in the event any amounts referred to herein are paid in whole or in part by the Maker/Payor or by the Guarantor, the Guarantor's

liability hereunder shall continue and remain in full force and effect in the event that all or any part of any such payment is recovered from the Payee as a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

10. THE GUARANTOR, TO THE EXTENT THAT THE GUARANTOR MAY LAWFULLY DO SO, HEREBY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEVADA AND OF EACH STATE IN WHICH THE MAKER/PAYOR IS NOW OR HEREAFTER MAY BE LOCATED (COLLECTIVELY, THE "DESIGNATED JURISDICTIONS") AND THE UNITED STATES DISTRICT COURT HAVING JURISDICTION OR SITTING IN THE DESIGNATED JURISDICTIONS, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THE GUARANTOR'S OBLIGATIONS UNDER OR WITH RESPECT TO THIS GUARANTY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS THE GUARANTOR MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS. THE GUARANTOR ALSO WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS GUARANTY AND AGREES THAT IN THE EVENT THIS GUARANTY SHALL BE ENFORCED BY SUIT OR OTHERWISE, OR IF THE PAYEE SHALL EXERCISE OR ENDEAVOR TO EXERCISE ANY OF ITS REMEDIES UNDER THE SETTLEMENT DOCUMENTS OR GUARANTY, THE GUARANTOR WILL REIMBURSE THE PAYEE, UPON DEMAND, FOR ALL EXPENSES AND DAMAGES INCURRED IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES.

11. THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH THE



LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SAID STATE.

12. This Guaranty shall inure to the benefit of, and be enforceable by, the Payee and its successors and assigns, and shall be binding upon, and enforceable against, the Guarantor and his and her heirs, successors and assigns.

13. In case this Guaranty or any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been included.

IN WITNESS WHEREOF, the Guarantors each has executed this Guaranty as of the day and year first above written.

\_\_\_\_\_  
Jerry Evans

\_\_\_\_\_  
Leslie Evans

STATE OF NEVADA \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_  
2003 by \_\_\_\_\_, who is personally known to be or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name:  
My commission expires: