

GUARANTY AGREEMENT

This GUARANTY AGREEMENT is made as of this _____ day of _____, 2023, by 5T, LLC, a Nevada limited liability company ("Maker") and TYLER GUNTER, an individual resident of the State of Nevada ("Guarantor"), in favor of PAUL G. GARDNER and KETRA D. GARDNER ("Secured Parties"). The parties hereto shall be known herein as the "Parties".

WITNESSETH:

WHEREAS, Maker, has contemporaneously with the execution and delivery of this Guaranty Agreement executed and entered into a Secured Promissory Note with Secured Parties whereby Maker agrees to pay Secured Parties the sum of _____ Dollars (\$_____) plus interest; and

WHEREAS, as an inducement to Secured Parties to enter into the Secured Promissory Note, the Guarantor hereby agrees to guarantee Maker's performance by execution of this Guaranty Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantor agrees as follows:

1. Guaranteed Obligations. Guarantor does hereby irrevocably and unconditionally guarantee the payment of the following obligations of the Maker to the Secured Parties ("Guaranteed Obligations"):

(a) The principal of the Promissory Note and all sums due to Secured Parties when due and payable, whether on any installment payment date or at the stated or accelerated maturity, all according to the terms of the Secured Promissory Note;

(b) All other sums and charges which may at any time be due and payable in accordance with, or secured by the Secured Promissory Note; and

(c) The due and punctual performance of all of the other terms, covenants, and considerations contained in the Secured Promissory Note.

2. Guarantee Of Payment. It is understood that this Guaranty is a guarantee of payment, however, Guarantor shall not be obligated to make any payment hereunder unless and until the occurrence of an event of default as defined by the terms of the Secured Promissory Note.

3. Costs and Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Guaranty or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions hereof, or if this Guaranty is given to an attorney for collection, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action, proceeding, or collection in addition to any other relief to which the prevailing Party may be entitled.

4. Amendments and Waivers. This Guaranty Agreement may be amended and the terms hereof may be waived only with the written consent of the Guarantor and the Secured Party.

5. Notice. All notices, demands, and other communications hereunder shall be in writing and deemed to have been sufficiently given for all purposes hereof if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile, as follows:

(a) If to Secured Party:

Mr. Paul G. Gardner
1800 Idaho St.
Elko, NV 89801
Phone: 775.738.1240
Email: paul@elkoradio.com

(b) If to Guarantor:

Mr. Tyler Gunter
1494 East Tierra Court
Gilbert, AZ 85297
Phone: 775.934.8217
Email: trgunter@gmail.com

or at such other address as the Party to who such notice or demand is directed may have designated by like notice in writing to the other Party hereto.

6. Survival of Guaranty. This Guaranty Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, including any subsequent holder or holders of any Guaranteed Obligations, and the terms "Secured Party" shall include any such holder or holders whenever the context permits. In case a court of competent jurisdiction shall hold any provision of this Guaranty Agreement to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Governing Law/Jurisdiction. This Guaranty Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Nevada.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Guaranty Agreement to be duly executed as of the day and year first above written.

GUARANTOR
TYLER GUNTER

BY: _____
Tyler Gunter

SECURED PARTY
PAUL G. GARDNER
KETRA D. GARDNER

BY: _____
Paul G. Gardner

BY: _____
Ketra D. Gardner