

GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** is made as of this ___th day of _____ 2024, by **BENNETT RADIO GROUP. LLC**, an Maine limited liability company ("Debtor") and **STAN BENNETT**, a resident of the State of Maine ("Guarantor") in favor of **THE CANXUS BROADCASTING CORPORATION**, a Maine Corporation ("Secured Party"). The parties hereto shall be known herein as the "Parties."

W I T N E S S E T H:

WHEREAS, Secured Party has loaned to Debtor a sum or sums of money in the aggregate principal amount of Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) (the "Loan"), evidenced by a Secured Promissory Note ("Note") and Security Agreement, in each case of even date herewith; and

WHEREAS, in order to secure repayment of the Loan, interest payable, and any other amounts due and owing to Secured Party thereunder (the "Obligations"), Debtor has agreed to grant a security interest to Secured Party in certain assets of Debtor and to further secure repayment of the Loan 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 Debtor to the Secured Party (collectively, the "Guaranteed Obligations"):

(a) The principal of the Note, together with all interest thereon (if any), payable to Secured Party when due and payable, whether on any installment payment date or at the stated or accelerated maturity date, all according to the terms of said Note;

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

(c) The due and punctual performance of all of the other terms and conditions contained in the Note and the Security Agreement.

2. Guarantee of Payment. It is understood that this Guaranty is a continuing guarantee of payment and not of collectability, and it is in no way conditioned upon any attempt to collect from Debtor; provided, however, that 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 Note.

(a) In the event that the Note shall be terminated as a result of the rejection or disaffirmance thereof by any trustee, receiver or liquidating agency of Debtor or any of its properties in any assignment for the benefit of creditors or any bankruptcy, insolvency,

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding, Guarantor's obligations hereunder shall continue to the same extent as if such obligations had not been so rejected or disaffirmed. Guarantor shall and does hereby waive all rights and benefits which might relieve, in whole or in part, Guarantor from the performance of their duties and obligations hereunder by reason of any such proceeding and Guarantor agrees that he shall be liable for all sums, including all damages imposed, provided for or payable under the terms of the Note, irrespective of, and without regard to, any modification, limitation or discharge of the liability of Debtor that may result from any such proceedings.

(b) The obligations of Guarantor hereunder shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by any of the following (whether or not Guarantor shall have any knowledge or notice thereof): (a) any amendment or modification of or supplement to the Note; (b) any waiver, consent, change, extension, indulgence or other action or inaction under or in respect of the Note; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to Debtor or Guarantor, or any action taken by any court, trustee, receiver or liquidating agent in any such proceeding; (d) any termination, cancellation, frustration, invalidity, irregularity or unenforceability, in whole or in part, of the Note or this Guaranty or any term of any part thereof or any lack of power or authority of the Debtor to execute the Note; or (e) any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a guarantor or a surety and irrespective of any other circumstance which might otherwise limit the recourse against Guarantor.

(c) The obligations of Guarantor set forth herein constitute the full recourse obligations of Guarantor enforceable against him to the full extent of all his assets and properties. Guarantor waives presentment, demand, notice of dishonor, protest, notice of protest, nonpayment or default to Guarantor, and all other notices to which Guarantor may otherwise be entitled, other than notices to which Debtor is entitled pursuant to the Note. Guarantor hereby waives all surety defenses, except indefeasible payment and performance in full. The liability of Guarantor shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Debtor or any other person or entity. Guarantor irrevocably waives any and all rights to require that an action be brought against Debtor or any other person or entity prior to action against Guarantor hereunder.

(d) The Guarantor represents and warrants that he has sufficient assets to fulfill the obligations of the Debtor under the Note. The Guarantor covenants that until the Note is fully paid and performed, he shall continue to have sufficient assets to fulfill the obligations of the Debtor under the Note.

(e) Guarantor represents and warrants that he has consulted and conferred with competent legal counsel before executing this Guaranty and that he understands the obligations hereunder. In the event of an ambiguity or conflict in the terms hereof the rule of construction requiring resolution against the drafter of the document shall not be applied.

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 Guarantor, Debtor, and the Secured Party.

5. Notice. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given when given personally or mailed by registered or certified mail, return receipt requested, postage prepaid, or electronically transmitted, or via electronic mail, as follows:

a. If to Secured Party:

Canxus Broadcasting Corp.
152 East Green Ridge Road
Caribou, ME 04713
Attention: Richard Chandler
Email: aroosticat@aol.com

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

Arthur Belendiuk, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin Ave.
Washington, D.C. 20036
Email: abelendiuk@fccworld.com

If to Guarantor:

Bennett Radio Group, LLC
243 Main St.
Norway, ME. 04268
Attention: Stan Bennett
Email: stanmbennett@gmail.com

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

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878

Email: amoskowitz@amoskowitzlaw.com

and Visbaras Law, LLC
195 Center St..
Auburn, Me 04210
Attention: Kim A. Visbaras
Email: kalex@visbaras.com

or any such other addresses as the Parties may from time to time designate in writing.

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 term “Secured Party” shall include any such holder or holders whenever the context permits. Without limiting the generality of the immediately preceding sentence, Secured Party may assign or otherwise transfer the Note and its rights thereunder to any other person or entity, and such person or entity shall thereupon become vested with all of the benefits in respect thereof granted to Secured Party herein or otherwise. None of the rights or obligations of Guarantor hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party. 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 and 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 Maine.

[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
STAN BENNETT

BY: _____
Stan Bennett

DEBTOR
BENNETT RADIO GROUP. LLC

BY: _____
Stan Bennett, Manager

SECURED PARTY
THE CANXUS BROADCASTING CORPORATION

BY: _____
Richard Chandler, President