

Exhibit B

UNCONDITIONAL AND CONTINUING GUARANTY

For valuable consideration, _____ ("Guarantor") guarantees to Trisha Kulinovich Dunn ("Dunn") the prompt and full payment and performance of, and compliance with, all terms, provisions, covenants, agreements and obligations to be performed or complied with by Roswell Radio, Incorporated and any and all other parties (collectively "the Obligated Parties") liable or obligated under any of the following ("the Guaranteed Obligations"): (a) that certain Promissory Note executed by Obligated Parties in favor of Dunn dated _____, in the principal amount of \$500,000.00 and the indebtedness evidenced thereby, (b) all mortgages and security agreements securing said Promissory Note, and (c) any and all other liabilities, obligations or indebtedness of Obligated Parties to Dunn, of any kind or nature, which now exist or may hereafter arise or accrue in any manner, including renewals, extensions, amendments, modifications and rearrangements of the matters described in (a), (b) and (c), and together with all interest, fees, expenses, costs, charges and amounts arising thereunder or relating thereto. If any of the Obligated Parties fail at any time to promptly and fully pay, perform or comply with any of such terms, provisions, covenants, agreements or obligations under any of the Guaranteed Obligations when due, by acceleration or otherwise, or if any of the Obligated Parties breach or default under or with respect to any of the Guaranteed Obligations, Guarantor promises to fully pay, perform and comply with the same immediately, upon demand.

This is a continuing guaranty, and Guarantor's obligations hereunder shall continue indefinitely as to all Guaranteed Obligations.

Guarantor waives notice of acceptance of this Guaranty, notice of any extension of credit given by Dunn to any of the Obligated Parties, notice of the amount of any of the Guaranteed Obligations, presentment for payment or acceptance, demand, protest, notice of nonpayment, notice of dishonor, notice of default, and all other demands and notices relating to this Guaranty or the Guaranteed Obligations, or otherwise required by law. Dunn shall have no duty to inform Guarantor of any fact which Dunn may learn at any time about any of the Obligated Parties' financial condition or any changes therein.

Dunn may from time to time sell, release, surrender, exchange, settle, compromise, waive, subordinate, renew, extend, rearrange, modify or amend, in whole or in part, any and all documents, instruments, agreements, collateral or security evidencing, comprising, securing or in any way pertaining to the Guaranteed Obligations, or any and all other obligors, guarantors or parties liable thereunder or responsible therefor. Dunn may take any or all of the foregoing actions with or without consideration, and on such terms and conditions as may be acceptable to Dunn in her absolute and sole discretion. No such action taken by Dunn shall impair, alter, release, diminish or in any way affect Guarantor's obligation and liability under this Guaranty. Guarantor shall remain fully liable and responsible for the prompt and full payment and

performance of, and compliance with, all of the Guaranteed Obligations notwithstanding any such action taken by Dunn.

Dunn need not first proceed against any of the Obligated Parties or any other party liable or responsible for any or all of the Guaranteed Obligations, or resort to any collateral held as security for any of the Guaranteed Obligations, before requiring Guarantor to pay, perform or comply with any of the Guaranteed Obligations, or before enforcing the provisions of this Guaranty. Guarantor's liability and obligation under this Guaranty is independent of any other guaranty at any time in effect with respect to any of the Guaranteed Obligations. No judgment based upon nonpayment of less than all of the Guaranteed Obligations shall be a bar to a subsequent action or judgment based on nonpayment of other Guaranteed Obligations.

If any of the Obligated Parties fail at any time to promptly pay, perform or comply with any of the Guaranteed Obligations, or breach or default thereunder or with respect thereto, Dunn may set off all or any portion of the amount any of the Obligated Parties owe Dunn against any right of Guarantor (if any) to receive or recover money from Dunn, without notice or demand and without first proceeding against any of the Obligated Parties or any other party liable or responsible for any or all of the Guaranteed Obligations, or against any collateral. Said right of setoff shall be cumulative and in addition to, and not in lieu of, any other remedy available to Dunn under or with respect to this Guaranty or the Guaranteed Obligations, or at law or in equity.

This Guaranty and the Guaranteed Obligations, and all rights and obligations under the provisions of this Guaranty and the Guaranteed Obligations, shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New Mexico. Guarantor consents to the jurisdiction of any court located within the State of New Mexico over the person of Guarantor in any action to enforce this Guaranty.

Any delay or omission in the enforcement by Dunn of this Guaranty or any of the Guaranteed Obligations shall not operate as a waiver by Dunn of any default by any of the Obligated Parties or Guarantor, and shall not release any of the Obligated Parties or Guarantor. Waiver by Dunn of any default shall not operate as a waiver of any prior or subsequent default, nor shall it operate as a waiver of a continuing default, nor shall it in any manner release any of the Obligated Parties or Guarantor from liability or responsibility for payment of the amounts payable under this Guaranty or any of the Guaranteed Obligations. The curing of any default by any of the Obligated Parties or Guarantor which is permitted by Dunn shall not in any manner release any of the Obligated Parties or Guarantor from liability for payment of the amounts payable under this Guaranty or the Guaranteed Obligations. Guarantor shall remain liable under this Guaranty for the prompt and full payment and performance of, and compliance with, all Guaranteed Obligations notwithstanding any delay, omission or waiver described in this paragraph.

Guarantor agrees to pay, on demand, and Dunn shall be entitled to recover, all costs and expenses of the collection, defense or enforcement of this Guaranty or any of the Guaranteed Obligations, and the enforcement or defense of Dunn's rights with respect to any property or collateral securing the Guaranteed Obligations, and the administration, supervision, preservation or protection of, or realization upon, such property or collateral, including, but not limited to, attorneys' fees and expenses related to any suit, mediation or arbitration proceeding, out of court payment agreement, trial, appeal, bankruptcy proceeding or other proceeding, or any other matters pertaining to this Guaranty or the Guaranteed Obligations, formal or informal, in which Dunn is represented or advised by an attorney.

This Guaranty shall extend to and bind Guarantor's successors, heirs, devisees, executors, administrators and representatives, and shall inure to the benefit of all successors, transferees and assignees of Dunn.

This Guaranty is dated _____

[Signature of Guarantor]