

**Guaranty
By Jerry Lee
to the
Estate of David L. Kurtz**

WHEREAS, WEAZ-FM Radio, Inc. ("Obligor") is indebted and obligated to the Estate of David L. Kurtz ("Lender") in the principal amount of Twenty-Two Million One Hundred Fifty-Eight Thousand Two Hundred Twenty-Six Dollars (\$22,158,226.00), together with interest thereon and other amounts which may become payable to Lender (collectively called "Indebtedness" or the "Company Loan"), in accordance with the terms and conditions of a Stock Redemption Agreement (the "Loan Agreement") and Promissory Note (the "Note") of even date herewith in the principal sum of Twenty-Two Million One Hundred Fifty-Eight Thousand Two Hundred Twenty-Six Dollars (\$22,158,226.00), and Security Agreement (the "Security Agreement") dated of even date herewith respecting the Collateral (as defined in the Security Agreement), the terms and conditions of which are hereby fully incorporated herein by this reference (hereinafter collectively called the "Loan Documents"); and

WHEREAS, as a condition to the Lender making the loan pursuant to the Note, the Lender has required that Gerald D. Lee, also known as Jerry Lee (herein, the "Guarantor"), as the principal shareholder in the Obligor, guarantee the payment and performance of the Indebtedness by the Obligor; and WHEREAS, Guarantor is willing to guarantee the Indebtedness to Lender on the terms and conditions set forth herein; and

WHEREAS, the Obligor and Commerce Bank, N.A., as Agent ("Senior Lender") have entered into that certain Senior Lender Loan Agreement and related loan documents including but not limited to a note, guaranty, security agreement and stock pledge agreement to Senior Lender (together with the Senior Lender Subordination Agreement defined below and all other documents concerning the Senior Loan, the "Senior Loan Documents"); and

WHEREAS, the Senior Lender has required that Lender and Obligor enter into a Subordination and Intercreditor Agreement (the "Senior Lender Subordination Agreement") restricting and limiting the remedies available to Lender prior to the full repayment of the Senior Loan; and

WHEREAS, the Obligor and Lender desire to ensure that in the event of default, the parties will proceed to provide for an orderly sale of the business and FCC license held by the Obligor to best assure the full and orderly recovery of the Senior Loan

and the Company Loan as well as preserving the value of the Obligor for the remaining Shareholder; and

WHEREAS, the terms of this Guaranty and the Loan Documents are subject to the Senior Lender Subordination Agreement; and

WHEREAS, the Federal Communications Commission (the "FCC") controls the License to broadcast which is the primary asset of the Obligor imposes certain restrictions on the transfer of control or voting control of the entity which owns the License, herein Obligor, and the ownership of Obligor, of which Guarantor is the sole owner (said restrictions and limitations herein the "FCC Restrictions"), and

WHEREAS, this Guaranty and the Loan Documents are under and subject to the FCC Restrictions.

NOW, THEREFORE, in consideration of the Loan to Obligor and intending to be legally bound hereby, Guarantor agrees as follows:

1. As an inducement for and in consideration of any loans or other financial accommodations of even date herewith granted to Obligor by the Estate of David L. Kurtz (hereinafter, called "Lender"), pursuant to that certain Loan Agreement', Gerald D. Lee, also known as Jerry Lee (hereinafter called "Guarantor"), hereby unconditionally guarantees the full and prompt payment, observance and performance when due, whether at the stated time, by acceleration or otherwise, of all obligations of Obligor to Lender, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, whether or not of the same or similar class or of like kind to any indebtedness incurred contemporaneously with the execution of this Guaranty, and whether now or hereafter existing, or due or to become due, including without limitation, the following:

(a) Any and all amounts owed by Obligor under, in connection with, and/or pursuant to the Loan Agreement and the indebtedness evidenced by that certain Promissory Note of even date herewith, in the original principal sum of Twenty-two Million One Hundred Fifty-Eight Thousand Two Hundred Twenty-Six dollars (\$22,158,226) (the "Note"), with interest thereon according to the provisions thereof, and all obligations of Obligor thereunder, in connection therewith and/or pursuant to any and all agreements and other documents in connection therewith; and

(b) All sums advanced or expenses or costs paid or incurred (including without limitation reasonable attorneys' fees and other legal expenses) by

Lender pursuant to or in connection with the Note or any agreements and other documents in connection therewith plus applicable interest on such sums, expenses or costs; and

(c) Any extensions, modifications, changes, substitutions, restatements, renewals or increases or decreases of any or all of the indebtedness referenced above; and

(d) Any and all other indebtedness, obligations and liabilities of any kind, of Obligor to Lender, now or hereafter existing, absolute or contingent, joint and/or several, due or not due, secured or unsecured, arising by operation of law or otherwise, direct or indirect, including without limitation indebtedness, obligations and liabilities of Obligor to Lender as a member of any partnership, syndicate or association or other group and whether incurred by Obligor as principal, surety, endorser, guarantor, accommodation party or otherwise, and any obligations which give rise to an equitable remedy for breach of performance if such breach gives rise to an obligation by Obligor to pay Lender.

2. All of the obligations described in paragraph 1, above, shall be referred to hereafter as the "Liabilities." In the event any of the Liabilities shall not be paid or performed according to their terms, Guarantor shall immediately pay, perform or cause the performance of the same, this Guaranty being a guarantee of full payment and performance and not of collectibility and in no way conditional or contingent. This Guaranty is an absolute, unconditional and continuing guarantee, the Guarantor being jointly and severally liable with the Obligor, and is in no way conditioned upon any requirement that Lender first attempt to collect payment or seek performance of any of the Liabilities from Obligor or any other obligor or guarantor, or resort to any other security or other means of obtaining payment or performance of any of the Liabilities, or upon any other contingency whatsoever.

3. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by Lender in endeavoring to collect the Liabilities, or any part thereof, and in enforcing or defending this Guaranty, whether or not a lawsuit is commenced.

4. Guarantor represents and warrants that Guarantor is either financially interested in Obligor or will receive other material economic benefits as a result of any loan(s), leases(s) or other financial accommodation(s) made or granted to Obligor by Lender from time to time. Guarantor further represents and warrants that Guarantor is willing to enter into this Guaranty as a material inducement to Lender to extend loan(s) or other financial accommodation(s), or to enter into lease(s), from time to time to or

with Obligor, and acknowledges that Lender would not be willing to extend any such loan(s) or other financial accommodation(s) or enter into such lease(s) absent this Guaranty.

5. Guarantor agrees that the occurrence of any of the following events shall constitute a default under this Guaranty: (a) the failure of Guarantor to perform or observe any obligation under this Guaranty, or (b) the death, incompetency, dissolution or insolvency of Obligor or Guarantor or any other guarantor of any of the Liabilities, or (c) the inability of Obligor or Guarantor or any other guarantor of any of the Liabilities to pay their respective debts as they mature, or (d) an assignment by Obligor or Guarantor or any other guarantor of any of the Liabilities for the benefit of creditors, or (e) the institution of any proceeding by or against Obligor or Guarantor or any other guarantor of any of the Liabilities (under the Bankruptcy Code or otherwise) seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the appointment of a receiver, trustee or custodian for itself or for all or a substantial part of its property, or (f) the institution by Guarantor or any other person or entity of any liquidation, dissolution or reorganization proceedings with respect to Guarantor, or (g) the default by Obligor under any other agreement or document concerning or relating to the Liabilities, or (h) the default by Guarantor under the terms of any other obligation of Guarantor to Lender, or (i) any false or misleading representation or warranty contained herein or in any other document delivered by or on behalf of Guarantor or Obligor to Lender, or (j) a default or event of default under any other agreement or document securing or guaranteeing any of the obligations secured by this Guaranty or a default or event of default under any indebtedness or obligation of Guarantor or Obligor to Senior Lender that causes Senior Lender to declare such indebtedness or other obligation due prior to its scheduled date of maturity. Upon and after the occurrence of a default hereunder, the Liabilities shall be automatically accelerated and shall become immediately due and payable by Guarantor, or Guarantor's successor or estate, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Guarantor.

6. Guarantor further agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment to or for the benefit of Lender of the Liabilities, or any part thereof, is rescinded or must otherwise be returned by Lender due to the insolvency, bankruptcy or reorganization of Obligor or otherwise, all as though such payment to or for the benefit of Lender had not been made.

7. Subject to the Intercreditor Agreement and the FCC Restrictions, this Guaranty shall be a continuing, absolute and unconditional guaranty of payment and performance and not of collectibility and shall remain in full force and effect as to Guarantor.

8. Guarantor hereby agrees to provide Lender with any financial documents of Obligor that are delivered to Senior Lender.

9. Subject to the terms and conditions of the Loan Agreement, the Senior Lender Subordination Agreement and the FCC Requirements, Lender may at any time and from time to time, without the consent of, or notice to, Guarantor, and without affecting, impairing or releasing the obligations of Guarantor hereunder, do any or all of the following: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligations hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) renew, extend (including extensions beyond the original term), modify, alter, change the interest rate of, release or discharge any of the Liabilities, (d) settle, release or compromise any liability of any other guarantor of any of the Liabilities or any liability of any nature of any other party or parties with respect to the Liabilities or any security therefor, (e) accept partial payments of the Liabilities, (f) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of the Liabilities and any property securing any of the Liabilities, (g) consent to the transfer of any property securing any of the Liabilities, (h) resort to Guarantor for payment of any of the Liabilities, whether or not Lender shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other guarantor or any other party primarily or secondarily liable on any of the Liabilities, (i) make any other changes in its agreements with Obligor, and (j) stop lending money or extending other credit to Obligor. Notwithstanding the foregoing Lender shall not be permitted to demand or require that the interest or principal be paid currently rather than accrue until the sale of the Obligor's business.

10. Any amount received by Lender from whatsoever source and applied by it to the payment of the Liabilities may be applied in such order of application as Lender may from time to time elect.

11. Guarantor is now adequately informed of Obligor's financial condition, and Guarantor agrees to keep so informed. Guarantor agrees that Lender has no obligation to provide Guarantor with any present or future information concerning the financial condition of Obligor. Guarantor has not relied on financial information furnished by Lender in deciding to execute this Guaranty.

12. Guarantor hereby agrees that any debt of Obligor to Guarantor is expressly subordinate to the right of Lender to payment of the Liabilities, and that Lender shall be entitled to full payment of all of the Liabilities prior to the exercise by Guarantor of any rights to payment or performance of any debt which the Obligor may owe Guarantor. Guarantor assigns to Lender all rights Guarantor may have in any proceeding under the Federal Bankruptcy Code or any receivership or insolvency proceeding of Obligor, including all rights of Guarantor to be paid by Obligor. This assignment does not prevent Lender from enforcing Guarantor's obligations hereunder in any way.

13. Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, (d) all diligence in collection or protection of or realization upon the Liabilities or any part thereof, any obligation hereunder, or any security for any of the foregoing, (e) all defenses based on suretyship or impairment of collateral, and (f) all events and circumstances which might otherwise constitute a defense or discharge of the obligations of Obligor, Guarantor or any other guarantor. Guarantor shall not be released or discharged, either in whole or in part, by Lender's failure to perfect, delay in perfection or failure to continue the perfection of any security interest in any property that secures any of the Liabilities or any obligation of Guarantor hereunder, or to protect the property covered by any such security interest.

14. Lender may not, except as expressly permitted in the Note to Lender, sell, assign, or transfer its rights under this Guaranty.

15. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

16. No action of Lender permitted hereunder shall in any way affect, impair or release this Guaranty.

17. For purposes of this Guaranty, Liabilities shall include all obligations of Obligor to Lender stated herein, notwithstanding any right or power of Obligor or anyone else to assert any claim or defense as to the payment or performance of such Liabilities, and no such claim or defense shall affect, impair or release the obligations of Guarantor hereunder.

18. This Guaranty shall be binding upon Guarantor and the heirs, legal representatives, successors and assigns of Guarantor. If more than one party shall

execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

19. As further consideration for the loan(s) or other financial accommodation(s) by Lender to Obligor and as a material inducement to Lender to make or enter into the loan(s) or other financial accommodation(s) and accept this Guaranty, and notwithstanding anything to the contrary contained in this Guaranty or any other document delivered in connection with this Guaranty, Guarantor hereby irrevocably waives, disclaims and relinquishes any and all claims, rights or remedies which Guarantor may now have or hereafter acquire against Obligor that arise in connection with this Guaranty and/or the performance by Guarantor hereunder, including without limitation any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Lender against Obligor or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

20. All notices pursuant to this Guaranty shall be in writing and shall be directed to the addresses set forth herein or such other address as may be specified in a notice given in accordance with the requirements of this paragraph. Except as otherwise specifically provided herein, notices shall be deemed to be given three (3) days after mailing by certified or registered mail, return receipt requested, or one (1) business day after deposit with a recognized overnight courier, or when personally delivered to and received at the required address. The parties agree to provide prior phone notice of any notice hereunder (notice that a notice has been sent) and to the extent possible, notice by e-mail accompanied by written notice by another method provided above.

21. In the event any provision contained in this Guaranty is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

22. **FCC Restrictions.** **Notwithstanding anything to the contrary contained herein, the Lender will not take any action pursuant to this Guaranty which would constitute or result in any assignment of a Federal Communications Commission license or any change of control of the Obligor if such assignment of FCC license or change of control would require under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such approval of the FCC. The Lender specifically agrees that (a) voting rights in the ownership interests of the Obligor will remain with the holders thereof even in an Event of Default unless any required prior consent of the FCC shall be obtained to the transfer of such voting rights; (b) in an Event of Default, there will be either a private or public**

sale of the ownership interests of the Obligor; and (c) prior to the exercise of stockholder or other equityholder rights by a purchaser at such sale, the prior consent of the FCC, pursuant to 47 U.S.C. §310(d), in each case only if required, will be obtained prior to such exercise. The Guarantor and Obligor agree after the occurrence of any Event of Default and exercise by the Lender of its rights hereunder during the continuance thereof to take any action which the Lender may reasonably request in order to obtain and enjoy the full rights and benefits granted to the Lender by this Guaranty and each other agreement, instrument and document delivered to the Lender in connection herewith or in any document evidencing or securing the collateral for the Note or any of the Obligations, including specifically, the use of the Obligor's and Guarantor's commercially reasonable efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Guaranty which is then required by law, and specifically, without limitation, upon request, to sign and file with the FCC the assignor's or transferor's portion of any application or applications for consent to the assignment of license or transfer of control necessary or appropriate under the FCC's rules and regulations for approval of any Obligations secured hereby.

23. This instrument is subject to the terms of the Senior Lender Subordination Agreement in favor of Commerce Bank, N.A., acting as Agent, which Senior Lender Subordination Agreement is incorporated herein by reference. Notwithstanding any contrary statement contained in the within instrument, no payment on account of the principal or interest thereof shall become due or be paid except in accordance with the terms of such Senior Lender Subordination Agreement.

24. THIS GUARANTY IS GOVERNED BY THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICTS OF LAWS PROVISIONS. GUARANTOR CONSENTS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA AND THE FEDERAL COURTS LOCATED IN PENNSYLVANIA SO THAT LENDER MAY SUE GUARANTOR IN PENNSYLVANIA TO ENFORCE THIS GUARANTY. GUARANTOR AGREES NOT TO CLAIM THAT PENNSYLVANIA IS AN INCONVENIENT PLACE FOR TRIAL. AT LENDER'S OPTION, THE VENUE (LOCATION) OF ANY SUIT TO ENFORCE THIS GUARANTY MAY BE IN PHILADELPHIA COUNTY, PENNSYLVANIA. GUARANTOR HEREBY IRREVOCABLY AGREES AND CONSENTS THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED,

DIRECTED TO GUARANTOR AT THE ADDRESS PROVIDED FOR NOTICES UNDER THIS GUARANTY.

GUARANTOR AND LENDER, BY ACCEPTANCE OF THIS GUARANTY, EACH HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION UNDER OR IN ANY WAY CONNECTED WITH THIS GUARANTY AND IN NO EVENT SHALL LENDER BE LIABLE FOR PUNITIVE OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date written below.

Jerry Lee, Guarantor

Aka Gerald D. Lee

Dated: _____