

## **CONTINUING GUARANTY**

FOR VALUABLE CONSIDERATION, the undersigned (collectively, the "Guarantor") for itself, its successors and assigns, unconditionally guarantees to **ASTRAKEL INTERNATIONAL, LTD.**, (the "Lender"), and its successors, participants, endorsees and/or assigns, the due performance and full and prompt payment, whether at maturity, by acceleration, or otherwise, of any and all obligations and indebtedness of **COLONIAL MEDIA AND ENTERTAINMENT, LLC and COLONIAL RADIO GROUP, INC.** (the "Borrower"), to Lender, including, but not limited to, a loan from Lender to Borrower in the sum of SIX HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND 47/100 (\$679,562.47) (the "Loan"), evidenced by that certain promissory note for said amount from Borrower in favor of Lender dated effective August 16, 2016 (the "Note").

The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrower, heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary, and however arising, whether due or not, absolute or contingent, liquidated or nonliquidated, and whether Borrower may be liable individually, or jointly with others, or whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable. This is a Continuing Guaranty relating to said indebtedness, including that indebtedness arising under subsequent or successive transactions between Borrower and Lender and is not limited as to amount.

The obligations hereunder are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against Borrower. The Lender, in its sole discretion, may choose to join the Borrower in any such action or actions. If separate guaranties of the Borrower's indebtedness to Lender are executed by other guarantors, the obligations of Guarantor hereunder shall be joint and several with those of the other guarantors and may be enforced regardless of the enforcement of other guaranties. This is a guaranty of payment and not of collection.

Guarantor acknowledges and agrees with Lender that the indebtedness is a valid and binding obligation of Borrower. Guarantor authorizes Lender, without notice or demand, and without affecting its liability hereunder, from time to time, and on any number of occasions, to (a) renew, amend, compromise, extend, accelerate, reinstate, or otherwise change the time for payment of, or otherwise change the terms of, the indebtedness or any part thereof, including increasing or decreasing the interest rate thereon; (b) take and hold security for the payment of this Continuing Guaranty or the indebtedness, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may elect from time to time; and (d) release or substitute any one or more of the endorsers or guarantors. Guarantor acknowledges and agrees that no act or omission of any kind by Lender, including, but not limited to, the failure to take or perfect a security interest in any security for the indebtedness shall affect or impair this Continuing Guaranty, and the Lender shall have no duties with respect thereof to Guarantor. Lender may without notice assign this Continuing Guaranty in whole or in part at any time.

Guarantor waives any right to require Lender to (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy whatsoever available to Lender. Guarantor waives any defense arising by reason of any disability or other defense of Borrower by reason of the cessation from any cause whatsoever of Borrower's liability or by reason of Lender releasing any security held from Borrower. Until all of Borrower's indebtedness to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and Guarantor waives any right to enforce any remedy that Lender now has or may hereafter have against Borrower, and shall waive any benefit of,

and any right to participate in, any security now or hereafter held by Lender. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Continuing Guaranty and of the existence, creation, or incurrence of new or additional indebtedness and all other defenses to any action or proceeding to enforce this Continuing Guaranty, except the single defense that the sum claimed has actually been paid to Lender. Guarantor covenants to cause Borrower to maintain and preserve the enforceability of any instruments now or hereafter executed in favor of Lender and to take no action of any kind that might be the basis for a claim that Guarantor has any defense hereunder other than payment in full of all Borrower's indebtedness to Lender. Guarantor hereby indemnifies Lender against any loss, cost, or expense by reason of the assertion by Guarantor of any defense hereunder based upon any such action or inaction of Borrower. Guarantor waives any right or claim of right to cause a marshalling of the Borrower's assets. No delay on the part of Lender in the exercise of any right, power or privilege under the terms of any documentation between Lender and Borrower or under this Continuing Guaranty shall operate as a waiver of any such privilege, power or right.

In addition to all liens upon, and rights to setoff against, the monies, securities or other property of Guarantor given to Lender by law, Guarantor agrees that Lender shall have a lien upon, and a right to setoff against, all monies, securities, and other property of Guarantor now or hereafter in possession of or on deposit with Lender, whether held in a general or special account of deposit, or for safekeeping or otherwise; and, every such lien and right to setoff may be exercised without demand upon or notice to Guarantor. No lien or right to setoff shall be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right to setoff or to enforce such lien, or by any delay in so doing; and every right to setoff and lien shall continue in full force and effect until such right to setoff or lien is specifically waived or released by an instrument in writing executed by Lender.

Guarantor acknowledges and agrees with Lender that any and all indebtedness of Borrower now or hereafter held by Guarantor, is hereby subordinated to the indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantor, if Lender so requests, shall be collected, enforced and received by Guarantor as trustees for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Continuing Guaranty.

Guarantor agrees not to sell, transfer or otherwise dispose of any of his assets or properties and not create or suffer to exist any lien, security interest or other charge or encumbrance, or any other type of preferential arrangement, upon or with respect to any of his assets or properties, if the result would be to decrease significantly the Guarantor's net worth or to impair the ability of a judgment creditor of the Guarantor to attach or garnish such assets or properties.

Guarantor agrees to pay all attorneys' fees and all other costs and expenses that may be incurred or expended by Lender in the enforcement of Borrower's obligations and of this Continuing Guaranty, whether suit be brought or not, and if suit is brought, then for all services in trial and appellate courts.

Upon default of Borrower in any of its obligations or liabilities to Lender, or if Borrower or Guarantor shall become insolvent or make an assignment for the benefit of creditors, or if a petition in bankruptcy or for corporate reorganization or for an arrangement be filed by or against Borrower or Guarantor, or if there is the appointment of a receiver for Borrower or for Guarantor or its property, or if a judgment is obtained or warrant of attachment issued against Borrower or Guarantor, all of the indebtedness, shall, without notice or demand, at the option of Lender, become immediately due and payable and shall be paid forthwith by Guarantor.

If the Borrower is a corporation or a partnership, it shall not be necessary for the Lender to inquire into the existence or powers of the Borrower, or the officers, directors, partners, or agents acting or purporting to act on the Borrower's behalf, and any indebtedness made or created upon the professed exercise of such existence or powers shall be guaranteed hereunder.

Guarantor hereby submits to the jurisdiction of the state and federal courts in the State of North Carolina for purposes of any action arising from or growing out of this Continuing Guaranty, and further agrees that the venue of any action may be laid in any County in the State of North Carolina. Nothing contained in this Continuing Guaranty, however, shall be deemed to constitute, or to imply the existence of, any agreement by Lender to bring any action only in said courts or to restrict in any way any of Lender's remedies or rights to enforce the terms of this Continuing Guaranty as, when and where Lender shall deem appropriate, in its sole discretion.

Notwithstanding any provision herein or in any instrument now or hereafter evidencing said indebtedness, the total liability for payments in the nature of interest under this Continuing Guaranty shall not exceed the limits imposed from time to time by applicable usury laws. This Continuing Guaranty shall be accepted at the offices of Lender and for all purposes, be governed by and construed with the laws of the State of Georgia.

Guarantor acknowledges that Lender has been induced by this Continuing Guaranty to extend the credit to Borrower creating the indebtedness, and that Lender would not have extended said credit without this Continuing Guaranty, and this Continuing Guaranty shall, without further reference or assignment, pass to, and may be relied upon and enforced by, any successor or participant or assignee of Lender.

No amounts paid under this Continuing Guaranty shall in any way or at any time entitle Guarantor to any right, claim or cause of action against the Borrower, or to any right, title or interest in or to any of the indebtedness or any rights of the Lender, or in or to any instruments or documents evidencing or securing or concerning the indebtedness, and Guarantor hereby waives, for the benefit of the Lender and the Borrower, any and all such rights (whether arising by way of subrogation, exoneration, reimbursement, participation, assignment, judicial decision, statute, constitutional provision, or otherwise) which Guarantor might otherwise have had in the absence of this waiver and which would have otherwise entitled Guarantor to be a "creditor" of the Borrower under the provisions of the U.S. Bankruptcy Code (Title 11, U.S. Code) or any other bankruptcy or insolvency law.

Guarantor acknowledges and agrees that this Continuing Guaranty shall remain in full force and effect for one year after the date all indebtedness of Borrower to Lender is paid in full and that if Lender is required by a court of competent jurisdiction to refund or repay to the Borrower or on behalf of the Borrower any amounts received in reduction or satisfaction of the indebtedness, then and in that event the liabilities of the Guarantor in regard to said amounts shall be reinstated and this Continuing Guaranty shall remain in full force and effect in respect thereto. Furthermore, Guarantor agrees that this Continuing Guaranty shall continue to be effective or shall be reinstated, as the case may be, at any time payment, or any part thereof, of principal or interest charges, or other related expenses of the obligations are rescinded or otherwise forgiven by Lender upon the bankruptcy or reorganization of Borrower or Guarantor.

This Continuing Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Continuing Guaranty shall not affect the validity or legality of the remainder hereof.

LENDER BY ITS ACCEPTANCE HEREOF AND GUARANTOR HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS GUARANTY OR CONCERNING THE INDEBTEDNESS AND/OR COLLATERAL THEREFOR OR PERTAINING TO ANY TRANSACTION RELATED TO OR CONTEMPLATED THEREBY, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. GUARANTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE LENDER IN EXTENDING CREDIT TO THE BORROWER, THAT THE LENDER WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT GUARANTOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTAND THE LEGAL EFFECT OF THIS WAIVER.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty on the date set forth below the signature line, to be effective on the date of the Note.

Signed, sealed and delivered  
in the presence of:

JEFFREY M. ANDRULONIS

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ . He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires: