

## CONTINUING CORPORATE GUARANTY

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation, the extension of credit by JOEL HANSON ("Obligee") to JOHN PAUL and NICOLE A. PAUL, husband and wife (the "Obligor"), the receipt of which is hereby acknowledged, the undersigned, WASHINGTON INTERSTATE BROADCASTING CO., a Washington corporation ("Guarantor"), unconditionally and irrevocably guarantees to Obligee, and to its successors and assigns, the full payment and performance when due, by acceleration or otherwise, of all Indebtedness (as defined herein) on the terms set forth below.

1. **Indebtedness.** The term "Indebtedness" includes any and all obligations of Obligor to Obligee under any and all loans, advances, credit, or other financial accommodations extended by Obligee to Obligor, and all debts, obligations, and liabilities of Obligor to Obligee, of any kind and nature (including, without limitation, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other monetary obligations), whenever made, incurred, or created, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, whether Obligor may be liable individually or jointly with others, whether recovery upon the obligations may be or hereafter becomes barred by any statute of limitations, whether the obligations may be or hereafter becomes otherwise unenforceable, and whether or not the obligations from time to time decreased or extinguished and later increased, created or incurred.

2. **Term.** This Guaranty is a continuing guaranty in respect to all Indebtedness and shall apply to such Indebtedness until paid or performed in full.

3. **Changes in Indebtedness, Security and Guaranties.** Guarantor authorizes Obligee: (a) to accelerate or extend time of payment, change the rate of interest, or otherwise

alter the terms of any Indebtedness; (b) to receive or substitute any security or guaranties for any Indebtedness; (c) to subordinate, compromise, impair, release or fail to perfect any of Obligees' rights with respect to such security; (d) to compromise or release any liability of Obligor or others against Obligor; (e) to subordinate any Indebtedness to any other claim of Obligees or others against Obligor; and (f) to assign Obligees' rights under this Guaranty or the Indebtedness in whole or in part.

4. **Responsibility for Information about Obligor and Indebtedness.** Guarantor assumes full responsibility for keeping informed of Obligor's financial condition and all other circumstances bearing upon the risk of nonpayment or nonperformance of the Indebtedness. Obligees shall have no duty to report to Guarantor information known to Obligees regarding the foregoing subjects. Guarantor waives the right to require Obligees to make any presentment, demand or protest with respect to Obligor's default on any Indebtedness. Guarantor waives the right to notices by Obligees, including notice of acceptance of this Guaranty, notice of transactions creating or modifying any Indebtedness, notice of default, notice of dishonor and notice of protest.

5. **Election of Remedies.** Guarantor's obligations under this Guaranty are absolute, unconditional, and irrevocable, and are independent of those of Obligor, and a separate action or actions may be brought and prosecuted against Guarantor whether any action is brought against Obligees. Guarantor waives the right to require Obligees: (a) to proceed against Obligor or any other person or entity; (b) to proceed against or exhaust any security held from Obligor; or (c) to pursue any other remedy. Obligees may elect to foreclose on any real or personal property security by judicial or non-judicial sale, and to proceed in separate or joint actions against Guarantor, Obligor, any security, or other guarantors. No election of remedies by Obligees shall

release or limit Guarantor's liability to Obligor, even if the effect of the election is to deprive Guarantor of its subrogation to Obligor's rights, or of its right to reimbursement from Obligor for sums paid by Guarantor.

6. **Enforcement.** Guarantor waives any defense based on statutes of limitations or delay in enforcement of Obligor's rights, to the extent permitted by law. Guarantor waives any defense based on discharge or limitation of Obligor's liability. Guarantor agrees to pay expenses, including attorneys' fees, reasonably incurred by Obligor in efforts to collect or enforce any Indebtedness or this Guaranty.

7. **Subordination.** Guarantor subordinates the present and future Indebtedness of Obligor to Guarantor in favor of the Indebtedness of Obligor to Obligor. Guarantor's rights of subrogation to Obligor's rights to reimbursement from Obligor for sums paid by Guarantor to Obligor under this Guaranty may not be exercised until the Indebtedness has been paid and performed in full.

8. **Delivery of Financial Statements and Tax Returns; Covenants.** Guarantor agrees to deliver to Obligor, no less frequently than on each annual anniversary date of this Guaranty, a statement of the financial condition of Guarantor as of a date no earlier than thirty (30) days prior to the required delivery date prepared by independent certified public accountants acceptable to Obligor, including, but not limited to, a balance sheet and profit and loss statement and any other report requested by Obligor relating to the financial condition of Guarantor. Guarantor further agrees to deliver to Obligor a copy of each of the Guarantor's future federal income tax returns, and any amendments to them, within thirty (30) days after their filing with the Internal Revenue Service. Guarantor covenants and agrees that, so long as any part of the Indebtedness remains unpaid, Guarantor will do the following, unless Obligor otherwise

consents in writing: (a) file all federal, state, provincial, county, municipal, and other income tax returns required to be filed by the undersigned and pay, before they become delinquent, all taxes that become due pursuant to those returns or pursuant to any assessments received by the undersigned; (b) promptly and faithfully comply with all laws, ordinances, rules, regulations, and requirements, both present and future, of every governmental authority or agency having jurisdiction that may be applicable to Guarantor; and (c) furnish to Obligee quarterly financial reports and any additional information about the financial condition of Guarantor and/or the shareholders of Guarantor that Obligee reasonably requests (and provide Obligee with reasonable audit and inspection rights with respect to the books of account and records of the undersigned at the sole cost and expense of Guarantor). Guarantor hereby authorizes Obligee or its agents to investigate the credit of Guarantor, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity, and authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to Obligee pertaining to credit. Guarantor hereby agrees to execute such further documents as may be reasonably requested by Obligee to obtain such credit information.

9. **Attorney Fees.** Guarantor agrees without demand to pay to Obligee and reimburse Obligee for all costs, attorney fees, and other expenses that Obligee expends or incurs in the enforcement of any right relating to any Indebtedness, including their collection, or in the enforcement of this Guaranty.

10. **Governing Law; Jurisdiction; Waiver of Jury Trial; Venue.** This Guaranty and the rights, obligations, and liabilities under it are to be governed by, and are to be construed and interpreted in accordance with, the laws of the State of Washington. Guarantor agrees that any legal action or proceeding arising out of or relating to this Guaranty may be instituted in the

Superior Court of Washington for the County of Cowlitz, at Obligee's discretion. THE GUARANTOR AND OBLIGEE MUTUALLY WAIVE THE RIGHT TO A JURY TRIAL. By the execution and delivery of this Guaranty, Guarantor irrevocably and unconditionally submits to the jurisdiction of such courts in any such action or proceeding and waives any objection relating to the basis for personal or in rem jurisdiction or to venue that it may now or later have in any such suit, action, or proceeding.

11. **Representations and Warranties.** Guarantor represents and warrants to Obligee as follows:

(a) Guarantor has the requisite legal power and authority to execute and deliver this Guaranty and perform its obligations hereunder and that execution and delivery of this Guaranty has been duly approved by all required action of the board of directors and shareholders of Guarantor and that true and complete copies of all resolutions with respect to such actions have been delivered to Obligee and remain in full force and effect;

(b) the execution, delivery and performance of the undersigned of this Guaranty will not violate any provision of law, any order of any court or agency of government, or any indenture, agreement, or any other instrument to which Guarantor is a party or by which Guarantor or its property is bound, or be in conflict with, result in a breach of, or constitute (with due notice and lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature on any of the property or assets of Guarantor,

(c) this Guaranty, when delivered to Obligee, will constitute a legal, valid, and binding obligation enforceable against Guarantor in accordance with its terms;

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(d) all financial statement and data, and any other reports, papers, and written data and information, given to Obligee by the undersigned with respect to Guarantor, any shareholders of Guarantor, or Obligor are accurate and correct in all material respects as of the date given and complete insofar as completeness may be necessary to give Obligee a true and accurate knowledge of the subject matter;

(e) Guarantor is not a party to any agreement or instrument materially and adversely affecting Guarantor's present or proposed business, properties, assets, or conditions (whether financial or otherwise), and Guarantor is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions in any agreement or instrument to which Guarantor is a party;

(f) there is not now pending against or affecting Guarantor, nor to the knowledge of Guarantor is there threatened, any action, suit, or proceeding at law or in equity or by or before any administrative agency that, if adversely determined, would materially impair or affect the financial condition of Guarantor; and

(g) Guarantor has filed all federal, state, provincial, county, municipal, and other income tax returns required to have been filed by Guarantor and has paid all taxes that have become due pursuant to the returns or pursuant to any assessments received by Guarantor, and Guarantor does not know of any basis for any material additional assessment against it in respect of those taxes.

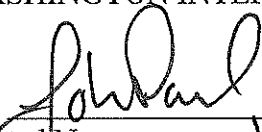
12. **Security.** Guarantor acknowledges and agrees that performance of its obligations under this Guaranty are secured by a security interest in certain property of Guarantor as more fully described in that certain Security Agreement of even date herewith.

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13. **Miscellaneous.** The invalidity or unenforceability of any provisions of this Guaranty shall not affect the remaining provisions. None of the terms or provisions of this Guaranty may be waived, altered, modified, or amended, except by an instrument in writing duly executed by the party to be charged by it. The provisions of this Guaranty shall bind and benefit the heirs, legal representatives, successors and assigns of Guarantor and Obligee. Guarantor agrees that a facsimile copy of this Guaranty shall be considered an original and shall be admissible in a court of law to the same extent as the original document.

Guarantor has caused this Guaranty to be executed by its officer duly authorized to do so as of the day and year set forth below.

WASHINGTON INTERSTATE BROADCASTING CO., a Washington corporation

By:   
Printed Name: John Paul  
Title: President  
Dated: 8/31/22