

## MEMBERS INTEREST PLEDGE AGREEMENT

The undersigned, Paul G. Gardner and Ketra Gardner (collectively "Members"), are Members in Elko Radio Holding Company LLC, ("Company"), and under the terms and conditions of the Asset Purchase Agreement ("Agreement"), dated the 18<sup>th</sup> day of July, 2018, by and between the Company and Holiday Broadcasting of Elko, Inc. (the "Secured Party"), the said Members hereby grants a security interest to the Secured Party and pledges with it the below-described Members Interest of the Company (the "Members Interest").

The security interest granted hereby is collateral for all present or future indebtedness of the Company to the Secured Party, hereinafter described as the "Debt," evidenced by a Promissory Note, dated of even date herewith, with a face amount of One Hundred Fifty Thousand Dollars (\$ 150,000.00).

The collateral pledged hereunder includes: the Member interest of each of the Members. Each such Member interest represents 50% of the Company and combined reflect 100% interest in the Company.

The Members warrants to and agrees with the Secured Party that:

1. The above-listed Members Interest represents all of the issued and outstanding Members Interests of the Company owned by the Members.
2. The Members and the Company agree that no additional Member Interests in the Company shall be issued and sold without the Secured Party's prior written consent until the Debt has been repaid in full.
3. This Members Interest Pledge Agreement is subject to the terms of the Agreement.
4. Except for the security interest granted or acknowledged hereby, and certain restrictions on transfer of the Members Interest arising under the Communications Act of 1934, as amended (the "Act") and the rules and regulations of the Federal Communications Commission (FCC), and other than any reflected in Schedule 4 hereto, the Members owns the Members Interest free from any adverse lien, security interest, or encumbrance, and will defend the collateral against all claims and demands of all persons at any time claiming the same or any interest herein.
5. In the event that a default is declared under the Agreement or other documents entered into by and between the Secured Party and the Company, the Secured Party shall have the rights and remedies provided in the Uniform Commercial Code as enacted in the state of Nevada as regards the Members Interest, provided that actual transfer of control of the Company, as defined by the FCC or within the meaning of Section 310(d) of the Act, shall not occur until the FCC has approved the transfer entailed

thereby. These rights and remedies shall include, without limitation, the right of the Secured Party to cause any or all of the pledged Members Interest to be sold at public auction upon thirty (30) days notice to the Members. The transfer at such auction shall be made subject to the approval of the FCC. Should the transfer not be so approved, the Secured Party shall have the same remedies available just as if no auction had taken place. In all other respects, this sale shall be controlled by the terms of the above-referenced Uniform Commercial Code. The Members shall have a cure period of thirty (30) days following a notice of default by Secured Party to cure a default.

6. Upon default by the Company and the undersigned Members, as described in Section 5 herein, the Members agree to join with the Secured Party or the purchaser at any foreclosure sale in the filing of an application with the FCC requesting approval of any transfer of the Members Interest.

7. During the term of this Members Interest Pledge Agreement, if no default has occurred under the Agreement or other documents entered into by and between the Secured Party and the Company or if transfer of the Members Interest subject thereto has not been approved by the FCC, the Members shall retain the right to vote the subject shares on all questions. To this end, the Secured Party or any purchaser at any foreclosure sale shall execute due and timely proxies in favor of the Members upon request.

8. Upon repayment of the Debt, the Secured Party agrees to return promptly to the Members the Members Interest subject to this Members Interest Pledge Agreement, and in addition thereto, the Secured Party further agrees to execute such release or termination notice that might reasonably be requested by the Members or the Company.

9. This Members Interest Pledge Agreement shall be binding upon the parties hereto, and their successors, subsidiaries and assigns.

10. This Members Interest Pledge Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

11. Notices between the Parties shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

**If to Seller:** Ralph Carlson

Holiday Broadcasting of Elko, Inc.  
3606 S 500 W  
Salt Lake City, UT 84115

**If to Buyer**      Paul G. Gardner

Elko Radio Holding Company, LLC  
1800 Idaho Street  
Elko, NV 89801

12.      The construction and performance of this Agreement shall be governed by the laws of the State of Nevada applicable to contracts made and to be fully performed within such State, with any court actions to be brought in state or federal courts located in Elko, Nevada.

[Signature page follows.]

[Signature page to Members Interest Pledge Agreement.]

*IN WITNESS WHEREOF*, the undersigned have caused this Members Interest Pledge Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**MEMBERS: Paul G. Gardner and Ketra Gardner**

By: \_\_\_\_\_  
Paul G. Gardner

By: \_\_\_\_\_  
Ketra Gardner

**COMPANY: Elko Radio Holding Company, LLC**

By: \_\_\_\_\_  
Paul G.Gardner, Managing Member

**SECURED PARTY: Holiday Broadcasting of Elko, Inc.**

By: \_\_\_\_\_  
Ralph J. Carlson, President