

## MEMBERSHIP INTERESTS PLEDGE AGREEMENT

**THIS MEMBERSHIP INTERESTS PLEDGE AGREEMENT** (this “Pledge”) is made and entered into as of \_\_\_\_\_, 2021, by and among BRENT SELHORST, a resident of Ohio (“Brent”), DANIELLE SELHORST, a resident of Ohio (“Danielle,” each of Brent and Danielle, a “Pledgor”), and HAYCO BROADCASTING, INC., an Ohio corporation (“Secured Party”).

### WITNESSETH:

**WHEREAS**, BUZZARDS MEDIA, LLC, a Ohio limited liability company (the “Company”) has on this date acquired certain asset of Secured Party described in that certain Asset Purchase Agreement, dated as of \_\_\_\_\_, 2021, by and between Company and Secured Party regarding certain radio broadcast stations (the “Stations”) as described therein;

**WHEREAS**, in connection with the purchase of the Stations by the Company described above, Secured Party has extended to the Company a loan in the principal amount of \$1,010,000, as evidenced by a Secured Promissory Note from the Company to the order of Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Note”); and

**WHEREAS**, the Pledgors together own all of the outstanding membership interests of the Company and therefore have derived substantial benefit from the Company’s acquisition of the Stations through the issuance of the Note.

**NOW, THEREFORE**, in consideration of the foregoing and their mutual promises and covenants herein, the parties, intending to be legally bound, agree as follows:

1. **Pledge**. Pledgors together own all of the issued and outstanding membership interests of the Company as set forth on Exhibit A attached hereto. Pledgors hereby grant to Secured Party a first priority security interest in the following (collectively, the “Collateral”): (i) one hundred percent (100%) of the issued and outstanding membership interests of the Company (the “Interests”) and for the purposes set forth herein, each Pledgor assigns and delivers to Secured Party the respective certificate(s) or other instruments representing such membership interests, along with membership interest powers duly endorsed in blank, in the form provided in Exhibit B; (ii) all additional membership interests or other securities issued during the term of this Pledge with respect to such membership interests or other securities of the Company; and (iii) any and all dividends, proceeds and products of the foregoing. Pledgors from time to time shall execute all such documents and take all such other actions as Secured Party may reasonably request from time to time to perfect, confirm and/or evidence the security interest granted hereby as a perfected security interest.

2. **No Duty on Secured Party**. The powers granted to Secured Party hereunder are solely and exclusively to protect Secured Party’s interests in the Collateral and shall not impose any duty to exercise any such powers. Except for the safe custody of any Collateral in Secured Party’s possession and the accounting for monies actually received by Secured Party hereunder, Secured

Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

3. **Term.** Secured Party shall hold the Interests as security for the Company's prompt payment of the Note and the Interests shall remain in Secured Party's possession until the Company has fully performed its obligations under the Note, at which time the Secured Party shall deliver the Interests to Pledgors, free and clear of this Pledge which shall thereupon terminate.

4. **Voting and Distributions.** Upon an event of default of the Note or Security Agreement of even date herewith between the Company and Secured Party (the "Security Agreement"), Secured Party shall be entitled to the remedies set forth in Section 6 hereof. While the Interests is held by Secured Party, the Interests shall remain in the name of Pledgors and, subject to Section 8(f) hereof, Pledgors shall have and exercise all rights of ownership, including the right to receive distributions thereon prior to an event of default, provided; however, that no vote taken in derogation of Secured Party's rights hereunder shall be of any force or effect. Notwithstanding anything to the contrary contained in this Pledge: (a) no party shall take any action that would constitute or result in an assignment or change in control of any license issued by the Federal Communications Commission (the "FCC") if such assignment or change in control of an FCC licensee would require under then existing law (including, without limitation, Communications Act of 1934, as amended, and the rules, regulations, policies and orders promulgated thereunder, as in effect from time to time) the prior approval of the FCC, without first obtaining such approval of the FCC; (b) voting rights in any Interests shall remain with each Pledgor even in the event of default unless all required prior approvals of the FCC to the transfer of such voting rights first shall have been obtained; (c) in an event of default, and only as permitted by this Pledge, Secured Party may dispose of the Interests, but only by public or private arms-length sale or other means acceptable to the FCC; and (d) before the exercise of voting rights by a purchaser at such sale, all necessary FCC consents with respect to such sale shall be timely obtained.

5. **Adjustments.** In the event that during the term of this Pledge any dividend, reclassification, readjustment or other change is declared or made with respect to the Interests, or any subscription, warrant or other option is exercisable with respect to the Interests, all new, substituted, or additional Interests, or other securities, issued by reason of any such change or option shall be held by Secured Party under the terms of this Pledge in the same manner as the Interests. There likewise shall be added to the pledged property any and all additional Interests of Company issued to Pledgors by way of distributions, new securities or otherwise and Pledgors shall promptly deliver to Secured Party all certificate(s) or other instruments evidencing such Interests (together with an undated transfer form), to the end that Secured Party hereunder or its permitted assigns will hold 100% of the outstanding membership interests of Company.

6. **Remedies.** Upon event of default (as defined in the Note or in the Security Agreement), the Interests may be assigned to a court appointed receiver and the Interests and all of the assets of the Company with respect to the Stations, at the discretion of the receiver, shall be sold or assigned, subject as necessary to the prior approval of the FCC, at any private sale or at public auction in accordance with the laws of the State of Ohio. Pledgors hereby waive and release any and all rights or equity of redemption whether before or after such a sale hereunder. At any such sale,

Secured Party may bid for and purchase for its own account, including “credit bid” for the cancellation of debt under the Note or otherwise, all or any part of the Interests or assets so sold or assigned free from any such right or equity of redemption.

Pledgors shall fully and timely cooperate with Secured Party in filing with the FCC an application for consent to assignment or transfer of control of the licensee. Such cooperation shall include providing the Secured Party and/or the court-appointed receiver with all of the Company’s FCC account numbers and passwords. This provision may be enforced by specific performance, with payment by Pledgors to Secured Party of Secured Party’s reasonable costs, including attorneys fees.

After obtaining any required consents from the FCC, and upon completion of the sale, Secured Party and/or the court-appointed receiver shall deliver the Interests or the assets, or any portion thereof, to the purchaser or purchasers thereof. The proceeds of any such sale, after first deducting all expenses incurred by Secured Party in holding and preparing the Interests or any interest or part thereof for disposition, in arranging for the sale and obtaining consent thereto by the FCC, and its reasonable attorney’s fees and legal expenses, shall be applied to payment of Company’s obligations under the Note and any excess proceeds shall be paid to Pledgors who shall also receive any Interests remaining unsold. Each Pledgor hereby agrees to make good faith efforts to answer FCC inquiries, if any, with respect to obtaining the aforementioned approvals and shall otherwise seek said approvals diligently, each taking all steps reasonably necessary to expedite the procurement of such approvals.

Neither failure nor delay on the part of Secured Party to exercise any right, remedy, power or privilege provided herein or by statute or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **Encumbrance.** Except as permitted by paragraph 8 of this Pledge, during the term of this Pledge, Pledgors shall not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber the Interests without the prior written consent of Secured Party, which consent shall not be unreasonably withheld so as to allow the Company to operate the Stations in the ordinary course of business.

8. **Miscellaneous.**

(a) This Pledge shall terminate on the final disbursement by Secured Party of the Interests in accordance with the provisions hereof and may be terminated at any time prior thereto upon written agreement of Secured Party and Pledgors.

(b) Secured Party shall be deemed to have fully complied with its obligations hereunder to transfer the Interests by delivery to a transfer agent to be designated by Pledgors of a certificate(s) or other instrument(s) for the required number of Interests, in proper form and properly endorsed for transfer with a membership interest power or membership interest powers, duly executed and endorsed in blank, with instructions to the transfer agent to issue and deliver the certificate(s) or other instruments and membership interest power or membership interest powers to the person or persons

to whom such transfer is to be made. Transfer taxes, if any, applicable to any such transfer shall be payable by the person or persons to whom the Interests is being transferred; provided, however, that Pledgors agree to promptly reimburse Secured Party for all such transfer taxes which it may be required to pay.

(c) It is agreed that the duties of Secured Party are only such as are herein specifically provided, and that such duties are purely ministerial in nature, and that Secured Party shall incur no liability whatsoever except for willful misconduct or negligence so long as it has acted in good faith. Secured Party shall be under no responsibility in respect of any items deposited with it and shall be fully protected in any action taken in accordance with written instructions or certificates or other instruments given to it hereunder and reasonably believed by it to be signed by the proper parties. Secured Party may consult with legal counsel and shall be fully protected in any action taken in good faith in accordance with the opinion and instruction of such counsel. Secured Party shall not be required to institute legal proceedings of any kind.

(d) Pledgors hereby indemnify and hold harmless Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Pledge (including enforcement of this Pledge), except claims, losses or liabilities resulting from Secured Party's negligence, willful misconduct or breach of this Pledge. Upon demand, Pledgors will pay, or cause to be paid, to Secured Party the amount of any and all reasonable expenses, including but not limited to reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of Secured Party hereunder, and the failure by Pledgors to perform or observe any of the provisions hereof.

(e) Upon the request of Secured Party, at the cost and expense of Pledgors, Pledgors shall duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents, instruments, consents, authorizations or approvals (in form and substance reasonably satisfactory to Secured Party), and take or cause to be taken such action, as may be necessary, or reasonably requested by Secured Party or its counsel, to carry out the provisions and purposes of this Pledge including, without limitation, to perfect and/or maintain the liens of Secured Party. Without limiting the foregoing, Pledgors hereby authorize Secured Party to file such financing statements, amendments, and continuation statements covering the Collateral and containing such legends as Secured Party shall deem necessary or desirable to perfect or to maintain the perfection of Secured Party's security interest. Pledgors agree to pay all taxes, fees and costs (including attorneys' fees) paid or incurred by Secured Party in connection with the preparation, filing or recordation thereof.

(f) Without the prior written consent of Secured Party, Pledgors will not (i) vote to enable, or take any other action to permit, Company to issue any limited liability company membership interest or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any limited liability company membership interest or other equity securities of any nature of Company to change the majority ownership of the Company; (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Interests to change the majority ownership of the Company; (iii) create, incur or permit to exist any lien or option in favor of, or any claim of any person with respect to, any of the Interests, or any

interest therein, except for the security interests created by this Pledge; (iv) enter into any agreement or undertaking restricting the right or ability of Pledgors or Secured Party to sell, assign or transfer any of the Interests; (v) declare dividends or distributions that would leave Pledgors unable to pay their debts, including but not limited to, those owed Secured Party, when the same become due and payable; or (vi) convey all or substantially all of its assets.

(g) In the event of the death of any Pledgor, the executor, trustee or heir(s) of such Pledgor shall be permitted to hold the Interests without triggering a default of this Pledge, provided the executor, trustee or heir(s) of such Pledgor agrees in writing to be bound by the terms of this Pledge.

9. **Notices.** Any notice required or allowed under this Pledge shall be in writing and shall be deemed given when delivered personally, mailed by first class mail (postage prepaid), or sent by an overnight delivery service (charges prepaid), and addressed to the following:

(i) If to Secured Party:

John Coe  
Hayco Broadcasting, Inc.  
3405 Shore Drive  
Celina, Ohio 45822

(ii) If to Pledgors:

Brent Selhorst  
603 West Vine Street  
Coldwater, Ohio 45828

Danielle Selhorst  
603 West Vine Street  
Coldwater, Ohio 45828

10. **Choice of Law, etc.**

(a) This Pledge, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Pledge, shall be governed by and construed under and in accordance with the laws of the State of Ohio without respect to any conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

(b) This Pledge embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof and this Pledge may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced.

(c) This Pledge shall be binding on the personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by their personal representatives, successors and assigns; provided, however, that, except as set forth in the next sentence, this Pledge may not be assigned by any party hereto without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

(d) This Pledge may be executed in several counterparts, each of which together shall constitute one and the same instrument.

(e) If any one or more of the provisions contained in this Pledge should be found 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 thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Pledge shall then be fully enforceable.

***[Signatures appear on the following page.]***

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Pledge as of the date first above written:

**PLEDGORS:**

\_\_\_\_\_  
BRENT SELHORST

\_\_\_\_\_  
DANIELLE SELHORST

**Accepted and Agreed:**

HAYCO BROADCASTING, INC.

By: \_\_\_\_\_  
John Coe, President

**Exhibit A**

<b>Name</b>	<b>Membership Interests</b>	<b>Percentage Ownership</b>
BRENT SELHORST	50%	50%
DANIELLE SELHORST	50%	50%



**Exhibit B**  
(Membership Interests Powers attached)

**MEMBERSHIP INTEREST POWER**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to \_\_\_\_\_, in his/her capacity as a court appointed receiver in connection with that certain Membership Interests Pledge Agreement between the undersigned and HAYCO BROADCASTING, INC. dated \_\_\_\_\_, 2021, (the "RECEIVER"), 50% of the membership interests of BUZZARDS MEDIA, LLC, a Ohio limited liability company (the "COMPANY"), standing in the name of the undersigned on the books of the COMPANY (the "MEMBERSHIP INTERESTS").

The undersigned does hereby irrevocably constitute and appoint \_\_\_\_\_ (as designated by RECEIVER) to be the undersigned's lawful attorney-in-fact to transfer the MEMBERSHIP INTERESTS on the books of the COMPANY, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
BRENT SELHORST

**MEMBERSHIP INTEREST POWER**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to \_\_\_\_\_, in his/her capacity as a court appointed receiver in connection with that certain Membership Interests Pledge Agreement between the undersigned and HAYCO BROADCASTING, INC. dated \_\_\_\_\_, 2021, (the "RECEIVER"), 50% of the membership interests of BUZZARDS MEDIA, LLC, a Ohio limited liability company (the "COMPANY"), standing in the name of the undersigned on the books of the COMPANY (the "MEMBERSHIP INTERESTS").

The undersigned does hereby irrevocably constitute and appoint \_\_\_\_\_ (as designated by RECEIVER) to be the undersigned's lawful attorney-in-fact to transfer the MEMBERSHIP INTERESTS on the books of the COMPANY, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
DANIELLE SELHORST