

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of _____, 2021 by and between Hayco Broadcasting, Inc., an Ohio corporation, or its successor or assigns (“Secured Party”), and Buzzards Media, LLC, an Ohio limited liability company (“Debtor”).

1. For valuable consideration, receipt of which is hereby acknowledged, Debtor grants unto Secured Party a security interest, purchase money as appropriate, in the property described below and any and all additions, accessions, replacements and accessories thereto (hereinafter “Collateral”), and in the proceeds of any insurance on such Collateral and any refund or rebate of premiums on any policy of insurance with respect to such insurance to secure (i) all obligations of Debtor to Secured Party under the Secured Negotiable Promissory Note executed by Debtor in favor of Secured Party in the original, principal amount of One Million Ten Thousand and 00/100 Dollars (\$1,010,000) dated the same date hereof (as amended from time to time, the “Note”); (ii) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and other expenditures that Secured Party may make under this Security Agreement such as attorneys’ fees; and (iii) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under 11 U.S.C. § 362 or otherwise (hereinafter “Obligations”).

2. The Collateral in which this security interest is granted is all of Debtor’s personal property, together with all proceeds and products therefrom, whether now existing or hereafter acquired or arising, and wherever located, including but not limited to all of the following:

All goods, fixtures, equipment, machinery and furnishings;

All inventory, merchandise, raw materials, work in process and supplies;

All accounts, general intangibles, deposit accounts, letter of credit rights, chattel paper, instruments, documents and other forms of supporting obligations and receivables; and

All investment property.

Notwithstanding any provision herein, the parties acknowledge that as of the date hereof and pursuant to the Communications Act of 1934, as amended, any authorizations issued by the Federal Communications Commission and held by Grantor (“FCC Authorizations”) may not be and are not included within the definition of “Collateral,” as used herein; provided, however, that should the law change to permit the FCC Authorizations to be included in the definition of “Collateral,” as used herein, then, immediately and without the need for further action on the part of Grantor or Secured Party, the FCC Authorizations shall become included in the definition of “Collateral”; provided, further, however, that all cash and non-cash proceeds from the sale or transfer of the FCC Authorizations shall be included in the definition of “Collateral.”

Any term used in the Uniform Commercial Code, as amended from time to time, as enacted in Ohio (the "UCC") and not defined in this Security Agreement has the meaning given to that term in the UCC.

Debtor's chief executive office is located in Ohio. Debtor is a limited liability company registered as an Ohio limited liability company. The exact legal name of Debtor is as set forth in the first paragraph of this Security Agreement.

Debtor warrants, covenants and agrees:

3. Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

4. Debtor will not sell or offer to sell or otherwise transfer any of the Collateral except either in the ordinary course of business or with the written consent of Secured Party. Debtor will keep the Collateral in good order and repair and will not waste or destroy the Collateral. Secured Party may examine and inspect the Collateral at any time, wherever located.

5. Debtor (i) will preserve its organization as an Ohio limited liability company, and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity; (ii) will not change the State of its organization; and (iii) will not change its name without providing Secured Party with 30 days prior written notice.

6. Debtor will keep the Collateral insured at all times against loss by fire and/or other hazards concerning which insurance, in the judgment of Secured Party, is reasonably necessary, from a company or companies satisfactory to Secured Party and in amounts sufficient to protect Secured Party against loss or damage to such Collateral; and at the request of Secured Party, evidence of such policy or policies of insurance will be delivered to Secured Party, together with lender loss payable clauses in favor of Secured Party as his interest may appear, in form satisfactory to Secured Party.

7. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levies are placed on the Collateral, may pay for insurance on the Collateral (if Debtor fails to comply with Section 6), and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until the occurrence of a default hereunder, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

Default

8. The happening of any of the following events or conditions shall constitute a default hereunder, namely: (i) the occurrence of any Event of Default under the Note; (ii) the failure of the Secured Party to comply with any provision of this Security Agreement, and, if such failure can be cured, the continuation of such failure by Debtor for a period of ten (10) days

after the giving by Secured Party (or any person on behalf of Secured Party) of written notice of such failure to Debtor or any officer of Debtor; (iii) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement proving to have been false in any material respect when made or furnished; (iv) loss, theft, substantial damage, destruction, sale or encumbrance to or of any material portion of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (v) dissolution of, termination of existence of, insolvency of, business failure by, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor. Upon the occurrence of any such default, Secured Party at its option may declare all of the Obligations to be immediately due and payable without demand or notice to Debtor, and shall then have the remedies of a secured party under the laws of the State of Ohio, including, without limitation thereto, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part hereof may be situated and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party will send Debtor at least ten days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public or private sale Secured Party may purchase the Collateral. Debtor agrees that Secured Party may retake possession of any Collateral without judicial hearing or process and hereby expressly waives any right to such judicial hearing or process.

Termination

9. This Security Agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been indefeasibly paid in full.

General provisions

10. Secured Party may correct patent errors herein.

11. Any notice to Debtor shall be sufficiently given when hand delivered, sent by recognized delivery service, or mailed to Debtor's address last known to Secured Party.

12. No waiver by Secured Party of any default hereunder shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Secured Party is authorized to fill in any blank spaces herein and to date this Security Agreement. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party, and the Obligations of Debtor shall bind the successors and assigns of Debtor. This Security Agreement shall take effect when signed by Debtor.

13. In addition to all rights given to Secured Party by the Note and this Security Agreement, Secured Party shall have all the rights and remedies of a secured party under the UCC, as amended.

[Remainder of page intentionally left blank]

This Security Agreement has been executed by Secured Party and Debtor as of the day and year first written above.

SECURED PARTY:

HAYCO BROADCASTING, INC.

By: _____
John Coe, President

DEBTOR:

BUZZARDS MEDIA, LLC

By: _____
Brent M. Selhorst, Member

By: _____
Danielle M. Selhorst, Member

(Security Agreement Signature Page-Buzzards Media, LLC)