

## **EXHIBIT B**

### **[FORM OF] SECURITY AGREEMENT**

THIS SECURITY AGREEMENT, dated as of \_\_\_\_, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Security Agreement”), is by and between Taylor Made Broadcasting LLC (the “Debtor”), on the one hand, and Caleb Corporation (“Caleb”), licensee of radio station KGVE(FM), Grove, Oklahoma (FIN:8184), and Northeast Oklahoma Broadcast Network (“NE Oklahoma”), Inc., licensee of radio stations KVIS(AM), Miami, Oklahoma (FIN: 17691) and KGLC(FM), Miami, Oklahoma (FIN: 18056) (each, a “Secured Party” or collectively, the “Secured Parties”), on the other hand.

### **W I T N E S S E T H:**

WHEREAS, Debtor and Secured Parties have entered into an Asset Purchase Agreement dated as of August 1, 2020 (“Purchase Agreement”), relating to the Debtor’s purchase from each Secured Party of the assets and licenses used in connection with the radio stations identified above of which that Secured Party is the licensee pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”).

WHEREAS, pursuant to the Purchase Agreement, the Debtor has issued two secured promissory notes to the Secured Parties, identified therein as the First Promissory Note and the Second Promissory Note, (each a “Note” or collectively, the “Notes”);

NOW, THEREFORE, in consideration of the premises, the Debtor hereby agrees as follows:

### **ARTICLE I**

#### **DEFINITIONS**

1.1 Defined Terms. Unless otherwise defined herein, all terms defined in the UCC (as defined below) shall have the meanings assigned to them in the UCC. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Note. As used herein, the following terms have the following meanings:

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Collateral” has the meaning assigned to it in Article II hereof.

“Communications Laws” means the federal Communications Act of 1934, as amended, and the regulations issued thereunder and all relevant rules, regulations and published policies of the FCC.

“Debtor” has the meaning set forth in the preamble.

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“Event of Default” has the meaning specified in the Notes.

“FCC” means the Federal Communications Commission.

“FCC Licenses” means all licenses and authorizations issued by the FCC required for the operations of the Stations as conducted from time to time.

“Obligations” means (i) all amounts payable under each Note, (ii) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations, and (iii) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code or under any other bankruptcy or insolvency law, including an assignment for the benefit of creditors, or any other reorganization or insolvency proceeding, including any of the foregoing that would arise even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

“Secured Party” and “Secured Parties” have the meaning set forth in the preamble.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Oklahoma.

“Stations” means radio stations KGVE(FM), Grove, Oklahoma (FIN:8184), KVIS(AM), Miami, Oklahoma (FIN: 17691) and KGLC(FM), Miami, Oklahoma (FIN: 18056).

## ARTICLE II

### GRANT OF SECURITY INTERESTS

As security for the prompt and complete payment and performance in full of all the Obligations, the Debtor hereby grants to each Secured Party a security interest in all of the Debtor’s right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located related to the Stations (all of which being hereinafter collectively called the “Collateral”):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including FCC Licenses, provided that such security interest does not include at any time any FCC Licenses to the extent (but only to the extent) that at such time the Secured Parties may not validly possess a security interest directly in the FCC Licenses pursuant to the Communications Laws as in effect at such time, but such security interest does include, to the maximum extent permitted by law, the economic value of the FCC Licenses, all rights incident or appurtenant to the FCC

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Licenses and the right to receive all monies, consideration and proceeds derived from or in connection with the sale, assignment or transfer of the FCC Licenses;

- (g) all Goods;
- (h) all Instruments;
- (i) all Investment Property;
- (j) all Money;

(k) all FCC Licenses and the proceeds of any FCC Licenses, provided that such security interest does not include at any time any FCC Licenses to the extent (but only to the extent) that at such time the Secured Parties may not validly possess a security interest directly in the FCC Licenses pursuant to the Communications Laws as in effect at such time, but such security interest does include, to the maximum extent permitted by law, the economic value of the FCC Licenses, all rights incident or appurtenant to the FCC Licenses and the right to receive all monies, consideration and proceeds derived from or in connection with the sale, assignment or transfer of the FCC Licenses (and the parties acknowledge that the Communications Laws currently prohibit a security interest in the FCC Licenses themselves);

(l) to the extent not otherwise included above, all Proceeds, products, accessions, additions, substitutions, replacements, rents and profits of or in respect of any or all of the foregoing.

## **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES**

The Debtor hereby represents and warrants to the Secured Parties as follows:

(a) The security interests in the Collateral granted to the Secured Parties hereunder constitute valid and continuing security interests in the Collateral.

(b) The Debtor has full power and authority to grant to the Secured Parties a security interest in the Collateral pursuant to this Security Agreement and to execute, deliver and perform its Obligations under this Security Agreement.

(c) Upon the filing of financing statements naming the Debtor as “debtor” and the Secured Parties as “secured party”, the security interests in the Collateral granted to the Secured Parties hereunder will constitute perfected security interests therein to the extent that such security interests can be perfected by the filing of a financing statement.

(d) The Debtor is the legal and beneficial owner of the Collateral free and clear of any lien, claim, option or right of others, except for the security interest created under this Security Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral or listing the Debtor as grantor is on file in any public office.

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(e) The Debtor has exclusive possession and control of all of its Goods.

(f) There are no actions pending or threatened by or against the Debtor in which an adverse decision could reasonably be expected to have a material adverse effect upon the financial condition, operating results, assets, operations or business prospects of the Debtor.

(g) The fair salable value of the Debtor's assets exceeds the fair market value of its liabilities, and Debtor is able to timely pay its debts as they mature.

(h) The Debtor has timely filed all required tax returns and has paid, or has made adequate provisions to pay, all material taxes, except those being contested in good faith and with respect to which adequate reserves are set aside.

(i) No written representation, warranty or other statement of the Debtor in any certificate or written statement given to either Secured Party contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading.

### **ARTICLE IV**

#### **COVENANTS**

The Debtor covenants and agrees with the Secured Parties that, from and after the date of this Security Agreement until all Obligations shall have been indefeasibly paid in full:

4.1 Further Assurances. At any time and from time to time, upon the request of either Secured Party, the Debtor will promptly and duly execute and deliver any and all such further instruments, endorsements, and other documents, make such filings, give such notices and take such further action as either Secured Party may reasonably deem necessary in order to obtain the full benefits of this Security Agreement and to exercise all of the rights, remedies and powers herein granted, including, without limitation, the filing of any financing statements, in form acceptable to each Secured Party under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests granted hereby. The Debtor also hereby authorizes each Secured Party and its counsel to file any financing or continuation statements and amendments thereto, in all jurisdictions and with all filing offices as the Secured Parties may reasonably determine are necessary to perfect the security interest granted by this Security Agreement. Such financing statements may describe the collateral in the same manner as described in this Security Agreement or may contain an indication or description of collateral that describes such property as "all assets" or "all personal property" or words of similar meaning.

4.2 Rights Concerning the Collateral.

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(a) Each Secured Party may inspect any Collateral, all books and records related thereto and the premises upon which the Collateral is located, at any time upon reasonable notice.

(b) Except for any Station transmission towers, the Collateral shall remain personal property at all times. The Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from personal property to real property or to a fixture. The Debtor shall not remove the Goods from the locations set forth in clause (e) of Article III above other than in the ordinary course.

(c) After an Event of Default has occurred and is continuing, either Secured Party shall have the right to enforce the Debtor's rights against account debtors and other obligors, to notify such account debtors to make payments directly to either Secured Party and to take all actions in connection therewith.

(d) The Debtor shall maintain at all times insurance with respect to the Collateral in such amounts, against such risks (including, without limitation, fire and theft), in such form and with such insurers as shall be satisfactory to each Secured Party from time to time. Each policy for liability insurance shall provide for all losses to be paid on behalf of each Secured Party and the Debtor as their interests may appear, and each policy for property damage insurance shall provide for all losses to be paid directly to the Secured Parties and shall be applied as set forth in Section 5 hereof. Each such policy shall name the Secured Parties and the Debtor as insured parties thereunder and shall provide that at least ten (10) days' prior written notice of cancellation or lapse shall be given to the Secured Parties by the insurer.

(e) The Debtor will cause all Equipment which constitutes Collateral to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and will as soon as practicable make or cause to be made all repairs, replacements and other improvements in connection therewith that are necessary or desirable to such end.

(f) The Debtor has the risk of loss of the Collateral. Neither Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

(g) The Debtor may not:

(i) make any sales or leases of any of the Collateral, except for sales of Inventory in the ordinary course of business;

(ii) license any of the Collateral;

(iii) grant any other security interest in any of the Collateral; or

(iv) otherwise transfer or dispose of any of the Collateral.

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(h) The Debtor hereby irrevocably constitutes and appoints each Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement; provided that the Secured Party shall not be authorized, and shall not authorize any other person, (1) to execute on behalf of any Debtor any application or other instrument for submission to the FCC except to the extent provided by applicable law or (2) to exercise operational control over any facility authorized under any FCC License, unless the FCC shall have granted all necessary authority therefor. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

### ARTICLE V

#### REMEDIES

5.1 Rights and Remedies Generally. If any Event of Default shall have occurred and be continuing, either Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the Uniform Commercial Code of any applicable jurisdiction.

5.2 Proceeds. The proceeds received by any Secured Party in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied, together with any other sums held by either Secured Party pursuant to this Security Agreement, by the Secured Parties to the Obligations in such order as the Secured Parties may determine. The Secured Parties' sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Article 9 of the UCC or otherwise, shall be to deal with it in the same manner as the Secured Parties deal with similar property for their own account.

### ARTICLE VI

#### MISCELLANEOUS

6.1 Advances by Secured Parties. On failure of the Debtor to perform any of the covenants or agreements contained herein, the Secured Parties or either of them may, at its sole option and in its sole discretion, perform the same or cause the performance of the same and in so doing may expend such sums as the Secured Party(ies) may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a lien, expenditures made in defending against any adverse claim and all other expenditures which either Secured Party may reasonably make for the protection of the security hereof or which either Secured Party may be compelled to make by operation of

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law. All such sums and amounts so expended shall be repayable by the Debtor promptly upon notice thereof and written demand therefor, shall constitute additional Obligations. No such performance of any covenant or agreement by any Secured Party on behalf of the Debtor and no such advance or expenditure therefor shall relieve the Debtor of any default under the terms of this Security Agreement or the Notes.

6.2 Notices. All notices and other communications hereunder shall be in writing and shall be addressed as follows (or at such other address for a party as shall be specified by like notice):

If to the Secured Parties:

Caleb Corporation  
Meghan Coves Unit #52  
Grove, OK 74344  
Attention: Larry Hestand  
Email: kgve@sbcglobal.net

And

Northeast Oklahoma Broadcast Network, Inc.  
Meghan Coves Unit #52  
Grove, OK 74344  
Attention: Larry Hestand  
Email: kgve@sbcglobal.net

With copies to:

Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, NW  
Washington, D.C. 20036  
Attention: Lauren Lynch Flick  
Email: lauren.lynch.flick@pillsburylaw.com

If to the Debtor:

Taylor Made Broadcasting LLC  
900 South Main Street  
Grove, OK 74344  
Attention:  
Email:

With copies to:

Susan A. Muscari  
221 East Third Street

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Grove, OK 74344

Email:

All such notices or communications shall be deemed to have been delivered and received: (a) if delivered in person, on the day of such delivery, (b) if by facsimile, on the day on which such facsimile was sent, provided that receipt is personally confirmed by telephone, (c) if by certified or registered mail (return receipt requested), on the fifth Business Day after the mailing thereof or (d) if by reputable overnight delivery service, on the second Business Day after the sending thereof.

6.3 Amendments and Waivers. The provisions of this Security Agreement may not be amended, nor may the Debtor take any action herein prohibited or omit to perform any action required hereunder to be performed by it, except with the written consent of the Secured Parties.

6.4 Costs and Expenses. The Debtor shall reimburse the Secured Parties upon demand for all of its reasonable costs and expenses incurred in connection with the exercise of its rights hereunder, which shall include all reasonable attorneys' fees and legal expenses of the Secured Parties. All such expenses shall be secured hereby.

6.5 Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of the Debtor, each Secured Party, all future holders of the Obligations and each of their respective successors and assigns, except that the Debtor may not assign or transfer any of its rights or Obligations under this Security Agreement without the prior written consent of each Secured Party. The Secured Parties may assign or transfer any of its rights hereunder in its sole discretion. If an assignment is made, the Debtor shall render performance under this Security Agreement to the assignee. The Debtor waives and will not assert against any assignee any claims, defenses, or setoffs which the Debtor could assert against either Secured Party except defenses which cannot be waived.

6.6 Severability. In case any provision in or obligation under this Security Agreement or the Obligations shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or Obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6.7 Effectiveness. This Security Agreement shall become effective on the date on which the Debtor and the Secured Party shall have signed a counterpart hereof.

6.8 GOVERNING LAW; JURISDICTION. The construction and performance of this Agreement shall be governed by the laws of the State of Oklahoma without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in the state or federal courts located in Oklahoma. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement, may recover reasonable attorneys' fees



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and costs from the non-prevailing party. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS.

6.9 Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

6.10 Termination. At such time as all Obligations shall have been paid in full, the Collateral shall be released from the security interest created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of each Secured Party and the Debtor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Debtor. At the request and sole expense of the Debtor following any such termination, each Secured Party shall deliver to the Debtor any Collateral held by the Secured Party hereunder, and execute and deliver to the Debtor (at Debtor's expense) such documents as the Debtor shall reasonably request to evidence such termination.

6.11 FCC Matters. Notwithstanding anything herein to the contrary, each Secured Party agrees that to the extent prior FCC approval is required pursuant to the Communications Laws for (i) the operation and effectiveness of any grant, right or remedy hereunder or (ii) taking any action that may be taken by either Secured Party hereunder, such grant, right, remedy or actions will be subject to such prior FCC approval having been obtained by or in favor of the Secured Party(ies). Notwithstanding anything herein to the contrary, (A) neither Secured Party shall take any action pursuant to this Agreement or any related document that would constitute or result in any assignment of any FCC License or any transfer of control of the holder of any FCC License if such assignment or transfer would require, under the Communications Laws as in existence at the time, the prior approval of the FCC, without first obtaining such prior approval; (B) The Debtor shall, upon the occurrence and during the continuance of an Event of Default, at either Secured Party's request, file or cause to be filed such applications for approval and shall take such other actions reasonably required by the Secured Party(ies), to obtain such FCC approvals or consents as are necessary to transfer ownership and control of the FCC Licenses held by the Debtor, in each case, to the Secured Party(ies), or its/their successors, assigns or designees, including by any receiver, trustee, conservator or other agent duly appointed in accordance with applicable law. To enforce the provisions of this subsection, each Secured Party is empowered to request the appointment of a receiver from any court of competent jurisdiction. Such receiver shall be instructed to seek from the FCC an involuntary transfer of control or assignment of any such FCC License for the purpose of seeking a bona fide

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purchaser to whom control will ultimately be transferred. Upon the occurrence and during the continuance of an Event of Default, at either Secured Party's request, the Debtor shall further use its reasonable best efforts to assist in obtaining approval of the FCC, if required, for any action or transactions contemplated hereby, including, without limitation, the preparation, execution and filing with the FCC of the assignor's or transferor's portion of any application for consent to the assignment of any FCC License or transfer of control necessary or appropriate under the FCC's rules and regulations for approval of the transfer or assignment of any portion of the Collateral, together with any FCC License or other authorization.

The Debtors acknowledge that the assignment or transfer of such FCC Licenses is integral to each Secured Party's realization of the value of the Collateral, that there is no adequate remedy at law for failure by the Debtor to comply with the provisions of this section and that such failure would not be adequately compensable in damages, and therefore agree that this section may be specifically enforced.

*(Remainder of page intentionally left blank)*

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IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

DEBTOR: TAYLOR MADE BROADCASTING LLC

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES: CALEB CORPORATION

By: \_\_\_\_\_  
Name: Larry J. Hestand  
Title: President

NORTHEAST OKLAHOMA BROADCAST NETWORK,  
INC.

By: \_\_\_\_\_  
Name: Larry J. Hestand  
Title: President

: