

Exhibit D – Form of SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Security Agreement”) is made and given as of the ___ day of _____, 2019, by McKibbin Media Group, Inc., a Michigan corporation (“Debtor”), in favor of Jackson Radio Works, Inc., a Michigan corporation (“Secured Party”). The parties hereto shall be known individually and collectively as the “Parties”.

WITNESSETH

Pursuant to the terms of that certain Asset Purchase Agreement by and between Debtor and Secured Party dated as of August __, 2019 (the “Purchase Agreement”), Debtor has executed and delivered, or will execute and deliver, to Secured Party a Secured Promissory Note (the “Note”) in the total amount of Five Hundred Thousand Dollars (\$500,000.00) dated as of the date hereof. Secured Party, Debtor and/or Debtor’s principal (as applicable) also have executed, or will execute, each dated as of the date hereof: a Limited Recourse Guaranty and Pledge Agreement (the “Guaranty”), a Pledge Agreement (the “Pledge Agreement”), and a Subordination Agreement (the “Subordination Agreement”). This Security Agreement, the Note, the Guaranty, the Pledge Agreement, the Subordination Agreement and any ancillary documents executed by the parties related thereto, shall collectively herein after be referred to as the “Loan Documents.”

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

1. Creation of Subordinated Security Interest. Debtor hereby conveys, assigns, and grants to Secured Party, subject to the Subordination Agreement., dated as of the date hereof between Borrower, Secured Party and Hillsdale County National Bank, a subordinated security interest in and to all of the following (collectively, the “Collateral”): all tangible and intangible property, including without limitation, all authorizations and permits (except as issued by the FCC), furniture, furnishings, fixtures, accessions, accounts, cash, investments, contract rights, receivables, inventory, intellectual property, insurance claims, and equipment, now or hereafter owned by it, including, without limitation, those items described in Schedule 1, and all substitutions, additions, renewals, betterments, and modifications thereof and spare parts therefor, in each case pertaining to radio broadcast stations WIBM(AM), Jackson, MI (Facility No. 9248); WKHM(AM), Jackson, MI (Facility No. 9246); WKHM-FM, Brooklyn, MI (Facility No. 9247); FM Translator W240DG, Jackson, MI (Facility No. 146288); FM Translator W268CA, Jackson, MI (Facility No. 147722); FM Translator W270CJ, Jackson, MI (Facility No. 143034) (collectively, “Stations”), in each case for the purpose of securing the following (the “Secured Obligations”):

(a) Payment by Debtor to Secured Party of: (1) the indebtedness evidenced by the Note executed by Debtor, and delivered to and payable to the order of Secured Party, and any and all modifications, extensions, and renewals thereof; (2) any and all fees charged by third parties associated therewith; and (3) any and all costs incurred by Secured Party associated in any way in connection with enforcing its rights under any Loan Document; and

(b) Performance of all other obligations of Debtor contained in any Loan Document.

Specifically excluded from the Collateral are the Stations' FCC Licenses, authorizations and applications (see Section 9).

2. Warranties, Representations, and Covenants of Debtor. Debtor hereby warrants, represents, and covenants as follows:

(a) Debtor is, and as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, free from any adverse lien, security interest, or adverse claim of any kind whatsoever, except mechanic's liens and liens of broadcast equipment manufacturers in connection with equipment leases incurred in good faith and in the ordinary course of business. Debtor will notify Secured Party of and will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Collateral shall not be used for personal, family, or household purposes, and shall be used only for the operation of the Stations.

(c) At the request of Secured Party, Debtor shall join Secured Party in executing one or more financing statements, and any necessary extensions thereof, in form satisfactory to Secured Party in executing one or more financing statements, and any necessary extensions thereof, in form satisfactory to Secured Party and shall pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary to perfect its security interest hereunder. Debtor hereby agrees to do such further acts and to execute and deliver to Secured Party any additional conveyances, assignments, agreements, and instruments as Secured Party may reasonably deem necessary to effectuate any Loan Document.

(d) Schedule 2 hereto sets forth with respect to Debtor, the principal places of business and locations of the Collateral pledged hereunder by Debtor. Debtor will immediately notify Secured Party in writing of any change in its place of business or the locations of the Collateral, or the adoption or change of any trade name or fictitious business name and will, upon request of Secured Party, execute any additional financing statements or other documents or instruments necessary to protect the security interest granted hereby.

(e) Debtor shall not, without the prior written consent of Secured Party, sell, offer to sell, or otherwise transfer, exchange, or dispose of all or any part of the Collateral or any interest therein, except for the disposal of items which are obsolete or are consumed or worn out in ordinary usage (which Debtor shall promptly replace). If the Collateral or any part thereof is sold, transferred, exchanged, or otherwise disposed of (either with or without the written consent of Secured Party), the security interest of Secured Party shall extend to the Proceeds (as such term is defined by the Uniform Commercial Code) derived from such sale, transfer, exchange, or other disposition. In addition, if such Collateral is replaced by assets of equal or greater value, the replacements shall be subject to this Security Agreement. Notwithstanding the provisions of this Section, the refinancing in whole or in part of the Collateral or the sale of the Collateral to an entity organized and controlled by Debtor, will not constitute grounds for acceleration of the Note.

(f) Debtor shall cause the Collateral at all times to be kept insured, at no expense to Secured Party, to its full insurable value under one or more policies with such companies, for such periods and amount, against such risk and liabilities, with loss payable to Secured Party as its interests may appear.

(g) Debtor shall keep the Collateral free from any adverse lien, security interest or encumbrance and in good condition as repair, and will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof, except for ordinary wear and tear of its normal and expected use. Debtor will not permit the aggregate value of the Collateral to become materially diminished or reduced (except for normal wear and tear and depreciation) and will keep the same up to its present standard quantity, quality, and value.

(h) Debtor will promptly pay, when due, all taxes, charges, rents, royalties, and assessments, including penalties and interest, which are or may become a lien on the Collateral or any part thereof, except to the extent that they may be contested in good faith and by appropriate proceedings.

3. Preservation of Collateral by Secured Party. Should Debtor fail or refuse to make any payment, perform or observe any other covenant, condition, or obligation, or take any other action which Debtor is obligated hereunder to make, perform, observe, take or do at the time or in the manner herein provided, then Secured Party may, at Secured Party's sole discretion, without notice to or demand upon Debtor and without releasing Debtor from any obligations, covenant, or condition hereof, make, perform, or take any action Secured Party may deem necessary to protect the security interest in or the value of the Collateral.

4. Use of Collateral by Debtor. So long as there is no Event of Default (as hereinafter defined) which has not been cured, Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and any policy of insurance thereon.

5. Default. The occurrence of any of the following events, following the giving of any required notice and/or the expiration of any applicable period of grace, shall constitute an event of default ("Event of Default") hereunder.

(a) Any breach or default by Debtor in the performance of any of its obligations under any Loan Document.

(b) Any occurrence of a default under the Note.

(c) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in any Loan Document shall prove to have been false in any material respect when made or furnished.

(d) Any material loss, theft, damage, or destruction of any of the Collateral without prompt replacement thereof by Debtor; provided, that if insurance proceeds covering such

loss, theft, damage, or destruction are applied by Secured Party to the reduction of indebtedness secured hereby, then such failure to replace shall not constitute an Event of Default hereunder.

(e) Any failure by Debtor to comply with a final order or decree, no longer subject to administrative or judicial review, or any federal, state, municipal, or other governmental authority relating to the Collateral requiring compliance with any applicable statute, requirement, rule, or regulation.

(f) Any item of Collateral shall be levied upon by virtue of an execution issued upon any judgment or any other legal process, and Debtor is not in good faith diligently defending in proper proceedings against any such judgment, writ, or other proceeding seeking to seize the Collateral; or if Debtor becomes insolvent, if a petition or arrangement in bankruptcy is filed by or against Debtor, provided that it shall not be an Event of Default in the case of a petition filed against Debtor unless such petition is not dismissed within ninety (90) days of filing, or if a general assignment for the benefit of creditors be made by Debtor.

6. Appointment of Attorney-in-Fact. Subject to and only subsequent to a finding of an Event of Default by a Court of competent jurisdiction, Debtor irrevocably appoints Secured Party to be Debtor's true and lawful attorney-in-fact, with full power of substitution, in Secured Party's name or Debtor's name or otherwise for Secured Party's sole use and benefit, but at Debtor's cost and expense and pursuant to Sections 7-9 hereinbelow, to exercise the power to sell, transfer, assign or otherwise deal in or with the same or the Proceeds thereof and to apply for and obtain any required consents of any governmental authority for any such sale or other disposition, as full and effectually as if Secured Party were the absolute owner thereof.

7. Remedies Upon Default. Upon the occurrence of an Event of Default hereunder, and after written notice and thirty (30) days' opportunity to cure, Secured Party may, at its option and subject to the provision of Sections 8-9 hereof, do any one or more of the following:

(a) Declare all obligations secured hereby to be immediately due and payable, whereupon all unpaid principal of said indebtedness and other amounts declared due and payable shall be and become immediately due and payable.

(b) By means of a court-appointed Receiver, who shall thereafter take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions, and improvements to and exercise all rights and powers of Debtor with respect to the Collateral or any part thereof to include without limitation the following:

(i) Without notice to or demand upon Debtor, make such payments and do such acts necessary to protect Debtor's security interest in the Collateral, including without limitation, paying, purchasing, contesting, or compromising any encumbrance, charge, or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(ii) Foreclose this Security Agreement as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Secured Party by any document executed by Debtor in connection therewith, either simultaneously or in such order as Secured Party may determine; and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral described in this Security Agreement, without affecting in any way the rights or remedies to which Secured Party may be entitled under any other instruments.

(iii) Sell, lease or otherwise dispose of the Collateral at public or private sale, without having the Collateral at the place of sale, and upon terms and in such manner as Secured Party may determine (and Secured Party may be a purchaser at any sale).

(iv) Exercise any remedies of a Secured Party under applicable law.

8. Public or Private Sale. Debtor shall be given not less than ten (10) business days' prior written notice of the time and place of any public or private sale of the collateral or other intended disposition thereof to be made. Such notice may be mailed to Debtor at the address set forth in Section 15 hereof. Debtor specifically agrees that any public or private sale held in accordance with the terms of the Security Agreement shall, for all other purposes, be deemed to have been conducted in a commercially reasonable manner and in good faith, and the proceeds of any such sale shall be applied as follows:

(a) To the discharge of all assessments, encumbrances, charges or lien, if any, on the Collateral prior to the liens hereof (except any taxes, assessments, encumbrances, charges, or liens subject to which such sale shall have been made).

(b) To the payment of the whole amount then due and unpaid of the indebtedness of Debtor to Secured Party (including principal and interest) referred to in Section 1(a) above;

(c) To the payment of other amounts (including principal) then secured hereby, and

(d) The surplus, if any, shall be paid to Debtor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Secured Party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to stop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral, pursuant to the terms hereof, shall not operate to release Debtor until full payment of any deficiency has been made in cash.

9. FCC Matters; FCC Approval. The parties expressly recognize that under the Communications Act of 1934 and the rules and published policies of the FCC promulgated thereunder ("Communications Laws"), a security interest may not be taken in any FCC license. Notwithstanding anything to the contrary contained herein, Secured Party or court-appointed

Receiver shall not take any action pursuant to this Security Agreement which would constitute or result in any assignment of a license authorized by the FCC for the operation of either of the Stations or any change of control of the licensee of either of the Stations if such assignment of license or change of control would require under then existing law (including the Communications Laws), the prior approval of the FCC, without first obtaining such prior approval of the FCC. Debtor agrees to take or cause to be taken, by Debtor, any actions which Secured Party may lawfully request in order to obtain and enjoy the full rights and benefits granted to Secured Party by this Security Agreement and any other Loan Document, including specifically, at Debtor's own cost and expense, the use of Debtor's commercially reasonable efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Security Agreement which is then required by law.

10. Inspection of Records. Debtor shall, during normal business hours and upon reasonable advance notice, allow Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine, inspect, or make extracts from Debtor's books and records with respect to the Collateral and to arrange for verification or inspection of the Collateral. Debtor shall furnish to Secured Party, upon reasonable request, additional statements of any Collateral, together with all notes or other papers evidencing the same and any guaranty, securities, or other documents or information relating thereto.

11. Duties Respecting Collateral, etc. The Secured Party shall not be under any duty or liability with respect to the Collateral, other than to use reasonable care to prevent the damage or destruction thereof while in its own possession or control. Anything herein or in the Note or Guaranty to the contrary notwithstanding, the Secured Party shall not have any obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time or times by virtue of this Security Agreement. The Secured Party makes no representations or warranties with respect to the Collateral or any part thereof, and shall not be chargeable with any obligations or liabilities of the Company or any other Person with respect thereto. The Secured Party shall not have any liability or obligation arising out of any claims with respect to the Collateral settled by the Secured Party. The Secured Party shall not incur any liability to the Debtor or any other Person (as defined in the Uniform Commercial Code) acting on behalf of the Debtor for the care or maintenance of the Collateral or any actions (or failure to act) of the Secured Party in connection with the Collateral or in connection with any Loan Document, except for the gross negligence or willful misconduct of the Secured Party as finally determined by a court of competent jurisdiction.

12. Termination. This Security Agreement and the security interest in the Collateral created hereby shall terminate when all of the Secured Obligations have been indefeasibly paid and discharged in full.

13. Indemnity. Without limiting the generality of any indemnity provided elsewhere in this Security Agreement, in the Note or in any other document executed by the Parties, the Debtor agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless the Secured Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and reasonable costs and expenses (including without limitation

court costs and reasonable attorneys' fees), of whatsoever kind or nature, imposed on, incurred by or asserted against the Secured Party or any such Person in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, merchantability, fitness, sale, return or other disposition of any Collateral (other than by reason of the respective indemnitee's own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction).

14. Security Interest Absolute. All rights of the Secured Party hereunder, the grant of the security interest in the Collateral and all obligations of the Debtor hereunder shall be absolute and unconditional irrespective of (i) any change in the amount of the Secured Obligations or any other change in the time, manner, place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Note or any other document executed by the Parties, (ii) any exchange, release or nonperfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guaranty, for all or any of the Secured Obligations, (iii) any failure by the Secured Party or any other Person to demand payment or performance by the Company or to exercise or enforce any right or remedy in respect thereof or (iv) any other circumstance (other than the payment in full of the Secured Obligations) which might otherwise constitute a defense to, or a discharge of the Debtor or any other Person in respect of the Secured Obligations or this Security Agreement.

15. Notices, Demands, and Requests. Any and all notices, elections, demands, or requests permitted or required to be made under this Security Agreement shall be in writing, signed by the Party giving such notice, election, demand or request, and shall be (1) delivered personally, (2) sent by registered, certified, or Express United States mail, postage prepaid, or (3) by Federal Express or similar overnight delivery service requiring a receipt to the other Party, at the address set forth below:

if to Secured Party: Jackson Radio Works, Inc.
1700 Glenshire Drive
Jackson, Michigan 49201
Attention: Bruce Goldsen, President
BGoldsen@rocketmail.com

With a copy (which shall not constitute notice) to: Mark Denbo, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W., Suite 301
Washington, DC 20016
mdenbo@fccworld.com

if to Debtor: McKibbin Media Group, Inc.
3336 N. Dearing Road
Parma, Michigan 49269
Attention: Jamie McKibbin
E-mail: djmckibbin1@yahoo.com

With a copy (which shall Brendon R. Beer, Esq.

not constitute notice) to: Abbott, Thomson, Mauldin, Parker, Beer & Rick, PLC
405 S. Jackson Street
Jackson, Michigan 49201
bbeer@atbplclaw.com

16. No Waiver by Secured Party. By exercising or failing to exercise any of its rights, options, or elections hereunder, Secured Party shall not be deemed to have waived any breach or Event of Default on the part of Debtor or to have released Debtor from any of the obligations secured hereby, unless such waiver or release is in writing and is signed by Secured Party.

17. Further Security Agreements. From time to time, Debtor will execute such further instruments as Secured Party may reasonably require, in order to protect, preserve, and maintain the security interest granted hereby. Secured Party shall execute and deliver to Debtor, at Debtor's expense, termination statements at such time that all indebtedness and all obligations to Secured Party have been satisfied in full.

18. Attorneys' Fees. All charges, expenses, and costs, including but not limited to reasonable attorneys' fees and appellate counsel fees, which may be reasonably incurred in the enforcement of this Security Agreement, shall be paid to the prevailing Party by the other Party hereto.

19. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, provided, however, that the Parties expressly approve an assignment by either Party to an entity organized and controlled by such Party. No such permitted assignment shall, however, release the assigning Party from any of its obligations under this Agreement or related documents, except with the express written consent of the other Party.

20. Binding upon Successors. All agreements, covenants, conditions, and provisions of this Security Agreement shall inure to the benefit of Secured Party and its successors and assigns and shall apply to and bind the successors and permitted assigns of Debtor hereto, and also the successors in interest to Debtor in substantially all of the Collateral.

21. Specific Enforcement. Without limiting the generality of the Note, the Debtor agrees that its obligations and the rights of the Secured Party hereunder and in respect of the Secured Obligations, including but not limited to the assignment or transfer of control of any FCC License, may be enforced by specific performance hereof and thereof and by temporary, preliminary and/or final injunctive relief relating hereto and thereto, without necessity for proof by the Secured Party or any holder of Secured Obligations that it would otherwise suffer irreparable harm, and the Debtor hereby consents to the issuance of such specific and injunctive relief.

22. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the Parties only and are not a part of this Security Agreement.

23. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Counterparts. This Security Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which taken together shall be but a single instrument.

25. Amendment. This Security Agreement can be amended, modified, or rescinded only by a writing expressly referring to this Security Agreement, signed by all of the Parties hereto.

26. Invalidity of Provisions. Every provision of this Security Agreement is intended to be severable. In the event that any term or provision hereof is declared by a court to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable, then to the extent possible all of the other provisions shall nonetheless remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed or caused this Security Agreement to be executed as of the day and year first above written by the duly authorized officers.

SECURED PARTY

JACKSON RADIO WORKS, INC.

DEBTOR

MCKIBBIN MEDIA GROUP, INC.

By: _____
Name: Bruce Goldsen
Title: President

By: _____
Name: Jamie McKibbin
Title: President

SCHEDULE 1
COLLATERAL

Tangible Personal Property:

SCHEDULE 2
LOCATION OF COLLATERAL

Jackson, Michigan