

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") has been made and entered into as of the 21st day of January, 2022 by and between Becky Vickers, Personal Representative ("VICKERS"), Greater 2nd Mt. Olive Baptist Church ("Church"), and Griffin Media Brokers, LLC ("Escrow Agent").

WITNESSETH

WHEREAS, VICKERS and CHURCH have entered into that certain Asset Purchase Agreement dated January 21, 2022 whereby VICKERS proposes the sale and assignment of Radio Stations WGSW-FM and WTTY-FM to CHURCH, subject to the approval of the Federal Communications Commission ("FCC"); and,

WHEREAS, Section 1.4 of said Asset Purchase Agreement requires CHURCH to place into escrow a down payment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) on the purchase price payment to VICKERS; and,

WHEREAS, VICKERS and CHURCH desire the Escrow Agent to hold said down payment deposit in escrow and the Escrow Agent is willing to hold certain deposit monies in escrow pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the material covenants contained herein, the parties intending to be legally bound, agree as follows:

1. **ESCROW DEPOSIT.** By her signature below, the Escrow Agent acknowledges receipt from CHURCH of an escrow deposit in the form of a bank check or wire transfer in the amount of One Hundred Fifty Thousand Dollars (\$ 150,000.00) (the "Escrow Deposit"). The Escrow Deposit shall be deposited in Wells Fargo Bank, N.A. (Suwanee, Georgia branch), which is a member of the Federal Deposit Insurance Corporation ("FDIC"). The Escrow Deposit shall be held and released by the Escrow Agent in accordance with the terms of this Escrow Agreement in conjunction with Section 1.4 of the Asset Purchase Agreement. Any interest earned on the Escrow Deposit shall be released to CHURCH. Should Wells Fargo Bank assess a fee on the receipt of the wire transfer and ultimate release of the funds in the future, CHURCH shall pay for those fees.

2. **RELEASE FROM ESCROW.** The Escrow Agent shall release the Escrow Deposit only upon receipt of (i) joint written instructions executed by each of VICKERS and CHURCH once the FCC approves the Assignment Application, issues notice of the same and the parties proceed to Closing; (ii) joint written instructions executed by each of VICKERS and CHURCH should the parties mutually agree to terminate the purchase and assignment transaction; or (iii) a final order of an arbitration panel selected by VICKERS and CHURCH (if VICKERS and CHURCH otherwise agree to arbitration) or of a court of competent jurisdiction should a dispute arise concerning this proposed assignment and purchase transaction and the Escrow Deposit. An order shall be

deemed to be a "final order" when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. The Escrow Agent shall in no event be required to resolve any controversy concerning the Escrow Deposit or take any action concerning any such controversy. Upon termination of the escrow provided for herein, VICKERS and CHURCH agree to execute and deliver to the Escrow Agent such further documents as it may reasonably request to evidence the termination of this Escrow Agreement and to cause the Escrow Agent to release the Escrow Deposit.

3. CONCERNING THE ESCROW AGENT.

3.1. Fees and Expenses. The Escrow Agent shall not charge any fees for her services hereunder. However, CHURCH shall be responsible for the payment of any bank fees associated with the maintenance of the Escrow Account and any fees imposed for the transfer of funds into and out of the Escrow Account.

3.2. Resignation and Removal. The Escrow Agent may resign and be discharged from her duties hereunder at any time by giving notice of such resignation to the other parties hereto specifying a date (not less than thirty (30) days after the giving of such notice) when such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of VICKERS and CHURCH, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If VICKERS and CHURCH are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint his successor. The Escrow Agent shall continue to serve as Escrow Agent until her successor has assumed in writing the Escrow Agent's obligations hereunder and receives the Escrow Deposit. VICKERS and CHURCH may agree at any time to substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.3. Performance. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by her of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon (i) any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent shall have no responsibility for the contents of any writing submitted to it hereunder and shall be entitled in good faith to rely without any liability upon the contents thereof.

3.4. Indemnification. VICKERS and CHURCH, jointly and severally, agree to indemnify the Escrow Agent and hold her harmless against any and all liabilities incurred by her hereunder, except for liabilities incurred by the Escrow Agent resulting from her own willful misconduct or gross negligence. As between VICKERS and CHURCH, each party shall be responsible for the payment

of one-half of any such liabilities.

3.5. Interpleader. If, at any time prior to the termination of this Escrow Agreement by the Escrow Agent's delivery of the Escrow Deposit as provided herein, either VICKERS or CHURCH should make demand upon or file suit against the Escrow Agent for the Escrow Deposit, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, she may answer by way of interpleader and name VICKERS and CHURCH (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrow Deposit into such court for determination of the respective rights of VICKERS and CHURCH thereto. Upon such tender, the Escrow Agent shall be entitled to receive from VICKERS and CHURCH her reasonable attorney fees and expenses incurred in connection with said interpleader action. As between VICKERS and CHURCH, such fees, expenses and other sums shall be paid by the party which fails to prevail in the proceedings brought to determine the appropriate distribution of the Escrow Deposit. If and when the Escrow Agent shall so interplead such parties, or either of them, and deliver the Escrow Deposit to the clerk of such court, all of her duties shall cease and she shall have no further obligation hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

3.6. Discharge by Delivery. After the Escrow Agent has delivered the Escrow Deposit pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of her obligations hereunder and neither VICKERS nor CHURCH shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

3.7. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Asset Purchase Agreement, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the Asset Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities thereunder of VICKERS and CHURCH.

4. MISCELLANEOUS.

4.1. Assignment. Except as may be provided in the Agreement and Section 3.2 of this Escrow Agreement, no party hereto may assign its rights and obligations hereunder without the prior written consent of the other parties hereto.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and assignees of the parties hereto.

4.3. Entire Agreement; Amendments. This Escrow Agreement, as read in conjunction with the Agreement, contains the entire understanding of the parties with respect to the subject matter hereof, and may be amended only by a written instrument duly executed by all the parties

hereto.

4.4. Notices. All notices, requests, demands, and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given when delivered by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the parties for whom such communication is intended, postage prepaid, addressed as follows:

If to CHURCH: Lorenzo L. Heard, Pastor
Greater 2nd Mt. Olive Baptist Church
302 Adkins Street
Albany, GA 31705

If to VICKERS: Becky A. Vickers
85 Marshall Drive
Douglas, GA 31535

With a copy to: Cary S. Tepper
Tepper Law Firm, LLC
4900 Auburn Avenue
Suite 100
Bethesda, MD 20814-2632

If to Escrow Agent: Beth Griffin
5293 Aldeburgh Drive
Suwanee, GA 30024

4.5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to the conflict of law rules utilized in that jurisdiction.

4.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.7. Continuing Effect. This Agreement shall remain in full force and effect until the Escrow Agent has delivered, in accordance with the terms hereof, the Escrow Deposit, the interest earned thereon, and any other monies and instruments held in escrow by them pursuant to this Agreement.

4.8 Headings. Section headings contained herein are for reference purposes only and

shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, and to evidence their consent to the foregoing, the parties hereto have executed this Escrow Agreement as of the date first above written.

BECKY VICKERS, PERSONAL REPRESENTATIVE

By: Becky C. Vickers
Becky Vickers

GREATER 2nd MT. OLIVE BAPTIST CHURCH

By: [Signature]
Lorenzo L. Heard
Pastor

ESCROW AGENT

GRIFFIN MEDIA BROKERS LLC

By: [Signature]
Beth Griffin

Date: 1 - 21 - 22