

## **ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** ("Escrow Agreement") is dated as of July 14, 2022 by and among **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit religious corporation, (the "Seller"), **IVOX RADIO LLC**, a Texas limited liability company (the "Buyer") and **PAGEL, DAVIS & HILL**, a Texas corporation, as escrow agent hereunder ("Pagel, Davis & Hill" or the "Escrow Agent").

### **BACKGROUND**

WHEREAS, Buyer and Seller (each a "Party" and collectively the "Parties") have entered into an Asset Purchase Agreement of the same date (the "Purchase Agreement"), which provides for the sale by Seller to Buyer of the Assets (as defined in the Purchase Agreement); and

WHEREAS, the Purchase Agreement provides that Buyer shall deposit in escrow with the Escrow Agent the sum of Fifteen Thousand and No 00/100 Dollars (\$15,000.00) (the "Escrow Deposit") to be held and disbursed by the Escrow Agent as provided in the Purchase Agreement and the terms hereof.

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

1. Appointment of Escrow Agent.

(a) Buyer and Seller each appoint Pagel, Davis & Hill as Escrow Agent to receive, hold, administer and deliver the Escrow Deposit (collectively, the "Escrow Fund") in accordance with this Escrow Agreement, and the Escrow Agent accepts such appointment, all subject to and upon the terms and conditions set forth in this Escrow Agreement.

(b) In appointing Pagel, Davis & Hill as Escrow Agent, the Parties acknowledge and agree that:

(i) Pagel, Davis & Hill is not in the business of providing escrow services and did not seek appointment as the Parties' escrow agent but will accept and distribute the Escrow Fund as an accommodation to the Parties. The Escrow Fund will be held in a noninterest-bearing account.

(ii) Pagel, Davis & Hill's liability for breach or nonperformance of any obligation under this Escrow Agreement or regarding the distribution of all or any portion of the Escrow Fund shall be limited to acts or omissions arising from Pagel, Davis & Hill's willful misconduct, gross negligence or fraud.

(iii) Pagel, Davis & Hill's obligations to make any distributions of all or any portion of the Escrow Fund are conditioned upon the Escrow Fund being available for such purpose. Pagel, Hill & Davis shall have no obligation or responsibility arising from a failure of a Party to deliver the Escrow Deposit to Pagel, Davis & Hill.

(iv) From time to time, upon written request by either Party, or in the

absence of any such request should Pagel, Davis & Hill elect to do so, Pagel, Davis & Hill shall render to the Parties an account of its administration of the Escrow Fund. Unless either Party delivers a written objection to Escrow Agent in a manner specified in Section 8 within 30 days of the rendition of any such account, the account shall be deemed settled, final and conclusive in respect to the transactions disclosed therein. If Escrow Agent so requests, each Party agrees to promptly deliver to Escrow Agent a written statement either acknowledging approval of the transactions stated in such account, or stating disapproval and specifying the matters to which there is objection.

(v) The Parties may jointly terminate Escrow Agent's duties under this Escrow Agreement by giving 30 days written notice of such termination to Escrow Agent in a manner specified in Section 8. Escrow Agent may resign at any time for any reason in its sole discretion and be relieved of all further duties under this Escrow Agreement upon giving 30 days written notice of such resignation to the Parties in a manner specified in Section 8. Prior to the effective date of any termination, Escrow Agent may in its sole discretion designate a successor to its obligations under this Escrow Agreement or deliver the Escrow Fund to a successor so designated by Escrow Agent. Upon such successor's acceptance of the responsibilities under this Escrow Agreement or of the Escrow Fund, Escrow Agent shall have no further responsibility for the Escrow Fund. If no successor is designated, Escrow Agent may deposit the Escrow Fund with a court of competent jurisdiction and shall thereupon be relieved of all further responsibility for the Escrow Fund.

(vi) Except as otherwise provided in this Escrow Agreement, the Parties jointly and severally agree to save, defend, indemnify and hold Escrow Agent harmless from and against any and all liability, claims, demands, and causes of action at law or in equity, including reasonable attorney's fees, for any losses, damage or injury sustained by Escrow Agent resulting from or in any way arising out of its undertaking or performing its duties with respect to the Escrow Fund or this Escrow Agreement.

(vii) The Parties acknowledge that Escrow Agent, as Pagel, Davis & Hill, P.C. is acting in a dual capacity in that it is representing the Buyer as attorneys. Escrow Agent believes this does not present any conflict given its limited scope under this Agreement; however, the Parties agree to waive any and all conflicts of interest that this dual capacity may present. The Parties represent that in coming to this decision to waive all such conflicts of interest, they have had the opportunity to consult with their respective, separate counsel.

2. General Intention. Buyer herewith deposits the Escrow Deposit in cash with the Escrow Agent and the Escrow Agent acknowledges such deposit. The Escrow Agent shall dispose of the Escrow Fund in accordance with the express provisions of this Escrow Agreement and, except as required by the terms and conditions of Section 3 of this Escrow Agreement, shall not make, be required to make or be liable in any manner for its failure to make, any determination under the Purchase Agreement or any other agreement, including, without limitation, any determination of whether Buyer or Seller have complied with the terms of the Purchase Agreement or are entitled to delivery of the Escrow Fund or to any other right or remedy thereunder. The Parties agree to indemnify and release Escrow Agent from and against any and all losses, claims, fees, costs, causes of action and damages arising from the Purchase Agreement or any other related

agreement, other than the Escrow Agent's performance of its narrow scope of duties under this Agreement.

3. Release of Escrow Fund. Except as set forth in Section 4 below, the Escrow Agent shall only disburse the Escrow Fund at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain wiring instructions or an address to which the Escrow Fund shall be sent. "Joint Written Direction" shall mean a written direction executed by the Buyer and Seller and directing Escrow Agent to disburse all or a portion of the Escrow Fund or to take or refrain from taking an action pursuant to this Escrow Agreement.

4. Court Order or Joint Instructions. Notwithstanding anything to the contrary in this Escrow Agreement:

(a) The Escrow Agent may deposit the Escrow Fund with the clerk of any court of competent jurisdiction upon commencement of an action in the nature of interpleader or in the course of any court or arbitration proceedings involving the disbursement of the Escrow Fund. If at any time the Escrow Agent receives a final, non-appealable order of a court of competent jurisdiction or an arbitration panel directing delivery of the Escrow Fund, the Escrow Agent shall comply with the order or instructions.

(b) The Escrow Agent shall comply with written instructions signed by Seller and Buyer directing the delivery of the Escrow Fund.

(c) Upon any delivery or deposit of the entire Escrow Fund as provided in this Section 4, the Escrow Agent shall thereupon be released and discharged from any and all further obligations arising under or in connection with this Escrow Agreement without further action by Buyer or Seller.

5. Partial Release of Escrow Fund. If the Escrow Agent disburses less than all of the Escrow Fund pursuant to any demand, court or arbitration panel order, or joint instructions in accordance with this Escrow Agreement, that portion of the Escrow Fund not disbursed shall continue to be held in escrow by the Escrow Agent subject to the terms of this Escrow Agreement.

6. Escrow Agent.

(a) This Escrow Agreement expressly sets forth all of the duties of the Escrow Agent with respect to any and all matters pertinent to this Escrow Agreement. In performing its duties hereunder, the Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice instrument or other writing delivered to it under this Escrow Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that any person signing such instrument or purporting to give any notice hereunder has been duly authorized to do so.

(b) The Escrow Agent may act in good faith pursuant to the advice of counsel with respect to any matter relating to this Escrow Agreement, including without limitation, any determination that a court or arbitration panel order is final and non-appealable.

7. Termination. This Escrow Agreement shall be terminated (a) upon the disbursement or release in accordance with this Escrow Agreement of the entire Escrow Fund, including the deposit of the Escrow Fund with the clerk of any court of competent jurisdiction in accordance with Section 4 or (b) by written consent signed by all Parties. This Escrow Agreement shall not otherwise be terminated.

8. Notices. All notices, requests, demands or other communications herein required to be given shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed electronic mail delivery, or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any Party may request by written notice):

If to Seller:

Educational Media Foundation  
2000 Mallory Lane, Suite 130-388  
Franklin, TN 37067-8231  
Attn: Todd Woods, Chief Legal Officer  
Email: [TWoods@kloveair1.com](mailto:TWoods@kloveair1.com)

with a copy (which shall not constitute notice) to:

Paige Fronabarger, Esq.  
Wilkinson, Barker, Knauer LLP  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
Email: [pfronabarger@wbklaw.com](mailto:pfronabarger@wbklaw.com)

If to Buyer:

Ivox Radio LLC  
P.O. Box 570950  
Dallas, TX 75357  
Attn: Louie Comella  
[radio@ivoxmedia.com](mailto:radio@ivoxmedia.com)

with a copy (which shall not constitute notice) to:

David G. O'Neil, Esq.,  
Rini O'Neil, PC  
2101 L Street, NW  
Suite 300  
Washington, DC 20037  
[doneil@rinioneil.com](mailto:doneil@rinioneil.com)

If to Escrow Agent:

Pagel, Davis & Hill, PC  
1415 Louisiana Street  
22<sup>nd</sup> Floor  
Houston, TX 77002  
Attn: Philip Racusin, Esq. and Marty Hill, Esq.  
[pracusin@pdhlaw.com](mailto:pracusin@pdhlaw.com)  
[mah@pdhlaw.com](mailto:mah@pdhlaw.com)

9. Escrow Fees. The Escrow Agent shall charge the agreed-upon fee to the Buyer for its services hereunder. Buyer and Seller shall share equally and pay for or reimburse the Escrow Agent upon request for all reasonable expenses, disbursements and advancements incurred or made by the Escrow Agent in performance of its his duties hereunder including but not limited to wire transfer fees and account maintenance fees.

10. Benefit and Assignment. This Escrow Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No Party hereto may voluntarily or involuntarily assign its interests under this Escrow Agreement without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld.

11. Governing Law. This Escrow Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

12. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Escrow Agreement may be executed via electronic or digital signature and such signature may be delivered by facsimile or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto shall raise the execution of this Escrow Agreement (or any other document executed in furtherance of this Escrow Agreement) by digital or electronic signature or use of Portable Document Format (pdf) to deliver a signature as a defense to the formation of a contract or the validity of such action and each such Party forever waives any such defense.

13. Entire Agreement. This Escrow Agreement contains all the terms agreed upon by the Parties with respect to the subject matter hereof.

14. Amendments. Except as provided in Section 7, this Escrow Agreement may only be modified or terminated by a writing signed by all the Parties hereto, and no waiver hereunder shall be effective unless embodied in a writing signed by the Party to be charged.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
NEXT PAGE IS SIGNATURE PAGE*

**SIGNATURE PAGE TO ESCROW AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Escrow Agreement as of the date first above written.

**SELLER:**

**EDUCATIONAL MEDIA FOUNDATION**

By:   
\_\_\_\_\_  
David Atkinson  
CFO/COO

**BUYER:**

**IVOX RADIO LLC**

By: \_\_\_\_\_  
Louie Comella  
Managing Member

**ESCROW AGENT:**

**PAGEL, DAVIS & HILL, P.C.**

By: \_\_\_\_\_  
Martyn B. Hill  
Partner

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**BUYER:**

**IVOX RADIO LLC**

By: \_\_\_\_\_  
Louie Comella  
Managing Member

**ESCROW AGENT:**

**PAGEL, DAVIS & HILL, P.C.**

By: \_\_\_\_\_  
Martyn B. Hill  
Partner



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By: \_\_\_\_\_

**BUYER:**

**IVOX RADIO LLC**

By: \_\_\_\_\_  
Louie Comella  
Managing Member

**ESCROW AGENT:**

**PAGEL, DAVIS & HILL, P.C.**

By:  \_\_\_\_\_  
Martyn B. Hill  
Partner