

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made this 19<sup>th</sup> day of September, 2001, by and among (a) MARYLAND PUBLIC RADIO CORPORATION, a Maryland nonstock corporation (the "Buyer"), (b) THE JOHNS HOPKINS UNIVERSITY, a Maryland corporation (the "Seller"); and (c) MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Escrow Agent").

### WITNESSTH:

A. Buyer and Seller have executed a letter of intent dated July 12, 2001 (the "Letter of Intent"), which Letter of Intent sets forth the intention of the parties to enter into the Purchase Agreement (as defined herein).

B. Pursuant to the Letter of Intent, the Buyer paid to the Seller Ten Thousand Dollars (\$10,000) to be held in escrow pending the completion of the transactions described in the Purchase Agreement.

C. On even date herewith, the Seller and Buyer have executed an Asset Purchase Agreement (such Asset Purchase Agreement, together with all schedules and annexes now or hereafter executed and delivered in connection therewith, as any of the same may from time to time be amended, restated, supplemented, or otherwise modified, being hereinafter called the "Purchase Agreement"), pursuant to which the Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, substantially all of the assets, business, and rights of the Seller in and to a certain radio station.

D. Pursuant to the terms of the Purchase Agreement, the Buyer is delivering to the Escrow Agent, simultaneously with the execution of the Purchase Agreement and this Escrow Agreement, an additional Two Hundred Thirty-nine Thousand Nine Hundred Twenty Dollars (\$239,920) to be held in escrow pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

### ARTICLE I APPOINTMENT OF THE ESCROW AGENT

The Escrow Agent is hereby appointed and employed to receive, hold, and disburse the moneys deposited with it pursuant to this Escrow Agreement and the Purchase Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, the Escrow Agent (1) accepts the duties and obligations of the Escrow Agent provided herein and (2) acknowledges that the moneys deposited with the Escrow Agent are held solely in the Escrow Agent's capacity as Escrow Agent and shall not be subject to any right of offset by the Escrow Agent.

ARTICLE II  
CREATION OF THE ESCROW ACCOUNT

Section 2.1. Escrow Account. The Escrow Agent shall establish a deposit account designated as the "The Johns Hopkins University / Maryland Public Radio Corporation Escrow Account" (the "Escrow Account"), shall keep such account separate and apart from all other funds and moneys held by it, and shall administer such account as expressly provided hereunder. The Escrow Account shall be invested from time to time, to the extent possible, in United States Treasury Bills having a remaining maturity of 90 days or less and repurchase obligations secured by such United States Treasury Bills, with any remainder being deposited and maintained in an interest-bearing deposit account until disbursement of the entire Escrow Account. Buyer and Seller may from time to time jointly instruct Escrow Agent, in writing, to invest the Escrow Account in other traditional, short-term investments within the United States. Interest earned on the Escrow Deposit shall be credited to the Escrow Account and shall be distributed as hereinafter set forth upon the termination of this Escrow Agreement.

Section 2.2. Deposit of Moneys. Simultaneous with the execution of this Escrow Agreement, the Seller is delivering to the Escrow Agent the amount of Ten Thousand Eighty Dollars (\$10,080), and the Buyer is delivering to the Escrow Agent the amount of Two Hundred Thirty-nine Thousand Nine Hundred Twenty Dollars (\$239,920) (such amounts, together with all interest earned thereon being hereinafter called the "Escrow Deposit"), and the Escrow Agent acknowledges receipt of the Escrow Deposit. The Escrow Agent shall hold the Escrow Deposit, to be applied and disbursed as herein provided.

ARTICLE III  
DISBURSEMENT OF ESCROW DEPOSIT

Section 3.1. At the Closing on the Closing Date (as defined in the Purchase Agreement), except as specified in Section 3.2 below, Buyer will promptly deliver to the Escrow Agent written instructions to pay to the Seller the Escrow Deposit, by wire transfer, in immediately available funds.

Section 3.2. In the event that the Escrow Agent receives notice prior to Closing (from either party) that the Purchase Agreement has terminated pursuant to Section 10.1. thereof, a copy of which notice shall be delivered simultaneously to the other party, the Escrow Agent shall disburse the Escrow Deposit as follows:

(a) If the Escrow Agent receives notice from the Buyer that it has terminated the Purchase Agreement pursuant to Section 10.1(c) thereof, and the Escrow Agent does not receive a written objection from Seller within three (3) days of the date of its receipt of the Buyer's notice, then the Escrow Agent shall return the Escrow Deposit to the Buyer.

(b) If the Escrow Agent receives notice from the Seller that it has terminated the Purchase Agreement pursuant to Sections 10.1(a) or 10.1(d) thereof, and the Escrow Agent does not receive a written objection from Buyer within three (3) days of the date of its receipt of the Seller's notice, then the Escrow Agent shall disburse the Escrow Deposit to the Seller.

(c) If the Escrow Agent receives notice from the Seller that the Purchase Agreement has been terminated pursuant to Section 10.1(e) thereof, and the Escrow Agent does not receive a written objection from Buyer within three (3) days of the date of its receipt of the Seller's notice, then the Escrow Agent shall disburse the Escrow Deposit to the Seller.

(d) If there is a written objection pursuant to 3.2(a), (b) or (c) above, the Escrow Agent shall make payment only in accordance with (i) the joint written instructions of Buyer and Seller or (ii) a final non-appealable order of a court of competent jurisdiction obtained by Buyer or Seller. Any court order shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Escrow Agent, to the effect that the order is final and non-appealable. The Escrow Agent shall act on such order and legal opinion without further question.

(e) If the Escrow Agent does not receive notice regarding the disbursement of the Escrow Deposit by the Outside Termination Date (as defined herein), then the Escrow Agent shall, without the need for further action, deliver the Escrow Deposit to the Seller.

#### ARTICLE IV TERMINATION

The escrow arrangement created hereby shall terminate on the earlier of (i) the date the Escrow Agent has, in accordance with the provisions of Articles III or V hereof, disbursed the entire Escrow Deposit; or (ii) the Outside Termination Date. As used herein, the term "Outside Termination Date" means the date that is one (1) year from the date hereof.

#### ARTICLE V RESIGNATION OF THE ESCROW AGENT

The Escrow Agent or any successor may at any time resign by giving written notice to the Buyer and the Seller of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice, unless an earlier resignation date and the appointment of a successor escrow agent shall have been or thereafter is approved by the Seller and the Buyer. Upon receiving such notice of resignation, the Buyer and the Seller shall promptly appoint a successor escrow agent by an instrument in writing. If at the end of the 30 day period the Escrow Agent has not received a designation of a successor escrow agent, Escrow Agent's sole responsibility after that time shall be to maintain and safeguard the Escrow Deposit until receipt of a designation of successor escrow agent, a joint written disposition instruction by the Buyer and Seller, or a final non-appealable order of a court of competent jurisdiction, or, in its sole discretion, Escrow Agent may pay the Escrow Deposit over to a court of competent jurisdiction and be fully relieved of its duties and obligations under this Escrow Agreement.

#### ARTICLE VI ASSIGNMENT; AMENDMENTS

Section 6.1. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties.

Section 6.2. Amendments. This Escrow Agreement may only be amended by a written agreement executed by all of the parties hereto.

## ARTICLE VII DUTIES OF THE ESCROW AGENT

(a) Escrow Agent shall not be under any duty to give the Escrow Account held by it hereunder any greater degree of care than it gives its own similar property and Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part.

(b) Escrow Agent may act pursuant to the advice of legal counsel with respect to any matter relating to this Escrow Agreement, and Escrow Agent shall not incur any liability in acting in good faith in accordance with such advice.

(c) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person executing any document in connection with the provisions hereof has been duly authorized to do so.

(c) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God, war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

(d) Buyer and Seller shall jointly and severally indemnify and hold harmless Escrow Agent from and against any and all claims, losses, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") arising from or in connection with or related to this Escrow Agreement.

## ARTICLE VIII MISCELLANEOUS

Section 8.1. Notices. All notices to be given under this Escrow Agreement shall be in writing, given by facsimile transmission (with confirmation of receipt), by hand or courier delivery or given by mail to the party entitled thereto.

All notices shall be sent as follows:

If to Buyer: Marc Steiner, President  
Maryland Public Radio Corporation  
2216 N. Charles Street  
Baltimore, MD 21218  
(410) 516-1976 (Fax)

If to Seller: Fred Puddester, Executive Director of Budget  
and Financial Planning and Analysis  
Johns Hopkins University, University Budget Office  
3400 N. Charles St., 231 Garland Hall  
Baltimore, MD 21218  
(410) 516-7331 (FAX)

If to Escrow Agent: Matt M. Rockstroh, Vice President  
Mercantile-Safe Deposit and Trust Company  
20 S. Charles St.  
5<sup>th</sup> Floor  
Baltimore, MD 21201  
(410) 209-4598 (FAX)

or to such other address as any party may provide to the other parties in writing from time to time.

Section 8.2. Governing Law. This Agreement shall be construed and interpreted in accordance with the law of the State of Maryland, without regard to the conflict of law principles thereof.

Section 8.3. Partial Invalidity. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 8.4. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 8.5. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.6. Entire Agreement. This Escrow Agreement, along with the Purchase Agreement to which only the Buyer and Seller are parties, constitutes the entire agreement among the parties with respect to the subject matter hereof and shall not be rescinded, amended or modified in any manner except by a document in writing executed by all parties hereto.

Section 8.7. Miscellaneous. (a) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among any or all of the other parties hereto or to which any other party is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from any party or any entity acting on its behalf. Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(b) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Deposit (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Deposit), Escrow Agent is authorized to comply therewith and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

(d) Buyer and Seller agree that, for purposes of federal and other taxes based on income, Seller will be treated as the owner of the Escrow Account and will report all income, if any, that is earned on, or derived from, the Escrow Account as its income.

(e) Notices, instructions or other communications shall be in writing and shall be given to the address set forth in the "Notices" provision herein. Notices shall be deemed to be given when actually received. Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it in good faith to have been sent or given by Buyer or by a person or persons authorized by Buyer. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or banking holiday, such time shall be extended to the next day on which Escrow Agent is open for business.

(f) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Deposit, unless Escrow Agent receives written instructions, signed by the Buyer, which eliminate such ambiguity or uncertainty.

(g) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit

the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ATTEST:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Matt M. Rockstroh  
Title: Vice President

MARYLAND PUBLIC RADIO  
CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Marc Steiner  
Title: President

THE JOHNS HOPKINS UNIVERSITY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: James T. McGill  
Title: Senior Vice President for  
Finance and Administration