

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of this 26 day of April, 2018 by and among Natural Bridges Media, a California non-profit corporation ("Buyer"), Educational Media Foundation, a California Non-Profit Religious Corporation ("Seller"), and Branch Banking And Trust Company, A North Carolina Banking corporation, as escrow agent ("Escrow Agent") have caused or will cause certain funds to be deposited in on terms and conditions more particularly described herein.

WHEREAS, Buyer has caused or will cause certain funds to be deposited in the Natural Bridges Media--EMF Escrow (as defined below) on terms and conditions more particularly described herein in connection with the transactions under that certain Asset Purchase Agreement dated as of April 26, 2018 by and among Buyer, an affiliate of Buyer and Seller.

**NOW, THEREFORE**, in consideration of the premises, the undersigned hereby agree as follows:

### ARTICLE I TERMS AND CONDITIONS

**1.1 Establishment of Fund.** Concurrently herewith, the Buyer has caused or will cause to be deposited with the Escrow Agent the sum of \$26,500.00 (such sum, or the balance thereof remaining from time to time being referred to herein as the "Fund").

**1.2 Treatment of Fund.** The monies constituting the Fund shall be deposited in a segregated account pursuant to the terms of this Escrow Agreement. Such account shall be styled the "Natural Bridges Media--EMF Escrow." Absent written investment direction, the Escrow Agent will invest the Fund in the BB&T Trust Deposit Product, Cusip # SA0000560. All income earned in the Fund shall accrue to Buyer. Escrow Agent will provide an IRS Form 1099 in accord with applicable law.

**1.3 Escrow Procedure and Payment Instruction.** The Fund, together with all interest earned thereon, which interest shall become and remain a part of the Fund, shall be held and disbursed in accordance with the terms of this Escrow Agreement as follows:

The Escrow Agent shall promptly release all or a portion of the Fund to Buyer or Seller, as the case may be, upon the first to occur of the following circumstances: (i) the Escrow Agent receives joint written instructions from Seller and Buyer in the form of Exhibit A attached hereto directing the Escrow Agent to make such release; or (ii) the Escrow Agent receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

**1.4 Termination.** This Escrow Agreement shall terminate upon the first to occur of any of the following events:

**A.** The disbursement of the balance of the Fund in accordance with the provisions of Section 1.3 hereof.

**ARTICLE II**  
**PROVISIONS AS TO ESCROW AGENT**

**2.1. Limitation of Escrow Agent's Capacity.**

**A.** This Escrow Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the other parties hereto in connection with the subject matter of this escrow, and no other agreement entered into between the parties, or any of them, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be referred to herein or deposited with Escrow Agent or the Escrow Agent may have knowledge thereof, and Escrow Agent's rights and responsibilities shall be governed solely by this Escrow Agreement.

**B.** Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing such subject matter. Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction or request furnished to it hereunder believed by it to be genuine and Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction or request. Escrow Agent shall in no way be responsible for notifying, nor shall it be its duty to notify, any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith.

**2.2 Authority to Act.**

**A.** Escrow Agent is hereby authorized and directed by the undersigned to deliver the subject matter of this Escrow Agreement only in accordance with the provisions of Article I of this Escrow Agreement.

**B.** Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

**C.** Escrow Agent may consult with legal counsel at the joint and several cost and expense of the undersigned (other than Escrow Agent) in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the advice of such counsel.

**D.** In the event of any disagreement between any of the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and Escrow Agent shall be entitled to

continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and Escrow Agent shall have been notified thereof in writing signed by all such persons. Notwithstanding the foregoing, Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of any agency of the United States or any political subdivision thereof, or of any agency of the State of North Carolina or of any political subdivision thereof, and Escrow Agent is hereby authorized in its sole discretion, to comply with and obey any such orders, judgments, decrees or levies. The right of Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

**E.** In the event that any controversy should arise among the parties with respect to the Escrow Agreement, or should the Escrow Agent resign and the parties fail to select another Escrow Agent to act in its stead, the Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

### **2.3 Compensation/Indemnification.**

**A.** Escrow Agent shall be entitled to reasonable compensation as well as reimbursement for its reasonable costs and expenses incurred in connection with the performance by it of service under this Escrow Agreement (including reasonable fees and expenses of Escrow Agent's counsel) and the undersigned (other than Escrow Agent) agree to so pay Escrow Agent reasonable compensation and reimburse Escrow Agent for reasonable costs and expenses. The parties hereto agree that escrow fees shall be due and payable as stated on Exhibit B hereto, and such fees will be deducted from the Fund upon the commencement of the escrow and on each anniversary, if any, of the date hereof. Buyer and Seller agree that all fees and reimbursements of costs and expenses paid to the Escrow Agent will be borne equally by Buyer and Seller.

**B.** The parties to this Escrow Agreement (other than Escrow Agent) hereby jointly and severally agree to indemnify and hold Escrow Agent, its affiliates and their officers, employees, successors, assigns, attorneys and agents (each an "Indemnified Party") harmless from all losses, costs, claims, demands, expenses, damages, penalties and attorney's fees suffered or incurred by any Indemnified Party or Escrow Agent as a result of anything which it may do or refrain from doing in connection with this Escrow Agreement or any litigation or cause of action arising from or in conjunction with this Escrow Agreement or involving the subject matter hereof or Escrow Funds or monies deposited hereunder or for any interest upon any such monies, including, without limitation, arising out of the negligence of Escrow Agent; provided that the foregoing indemnification shall not extend to the gross negligence or willful misconduct of Escrow Agent. In no event shall the Escrow Agent be responsible for any indirect or consequential damages that may result from its appointment or its actual or implied duties hereunder. This indemnity shall include, but not be limited to, all costs incurred in conjunction with any interpleader which the Escrow Agent may enter into regarding this Escrow Agreement.

### **2.4 Miscellaneous.**

**A.** Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given Escrow Agent credit for the funds.

**B.** Escrow Agent may resign at any time by giving written notice to the parties hereto, whereupon the parties hereto will immediately appoint a successor Escrow Agent. Until a successor

Escrow Agent has been named and accepts its appointment or until another disposition of the subject matter of this Escrow Agreement has been agreed upon by all parties hereto, Escrow Agent shall be discharged of all of its duties hereunder save to keep the subject matter whole.

**C.** All representations, covenants, and indemnifications contained in this Article II shall survive the termination of this Escrow Agreement.

**D.** It is understood that BB&T is not acting as an investment advisor, but rather at the sole written direction as noted above.

### **ARTICLE III GENERAL PROVISIONS**

**3.1 Discharge of Escrow Agent.** Upon the delivery of all of the subject matter or monies pursuant to the terms of this Escrow Agreement, the duties of Escrow Agent shall terminate and Escrow Agent shall be discharged from any further obligation hereunder.

**3.2 Escrow Instructions.** Where directions or instructions from more than one of the undersigned are required, such directions or instructions may be given by separate instruments of similar tenor. Any of the undersigned may act hereunder through an agent or attorney-in-fact, provided satisfactory written evidence of authority is first furnished to any party relying on such authority.

**3.3 Notice.** Any payment, notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to Escrow Agent:

Branch Banking and Trust Company  
223 West Nash Street  
Wilson, NC 27893  
Attn: Corporate Trust Services

If to Buyer:

Natural Bridges Media  
P.O. Box 5551 Santa Cruz, CA 95063  
Rachel Goodman  
E-Mail: rachel@well.com  
Telephone: (831) 419-9047

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

Edward R. Hearn, Esq.  
Law Offices of Edward R. Hearn  
111 North Market Street, Suite 300  
San Jose, CA 95113  
Telephone No. - (408) 418-4630

Fax No. - (408) 418-4631  
E-Mail: nedhearnml@aol.com

If to Seller:

Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attn: Mike Novak, President  
E-Mail: [mnovak@kloveair1.com](mailto:mnovak@kloveair1.com)  
Telephone No. (916) 251-1600

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  
E-Mail: [pfronabarger@wbklaw.com](mailto:pfronabarger@wbklaw.com)  
Telephone No. (202) 383-3396

Any party may unilaterally designate a different address by giving notice of each such change in the manner specified above to each other party. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless actually delivered to an officer of the Escrow Agent having responsibility under this Escrow Agreement.

**3.4 Governing Law.** This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of North Carolina. It shall inure to and be binding upon the parties hereto and their respective successors, heirs and assigns.

**3.5 Construction.** Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Escrow Agreement.

**3.6 Amendment.** The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the undersigned and Escrow Agent.

**3.7 Force Majeure.** Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.

**3.8 Written Agreement.** This Escrow Agreement represents the final agreement between the parties, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

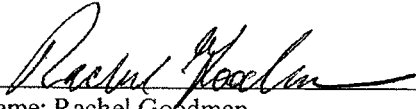
**3.9 Counterparts.** This Escrow Agreement may be executed in counterparts, each of which is and shall be considered an original for all intents and purposes.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the dates set forth below.

**NATURAL BRIDGES MEDIA**

Date: 4-23-18

By:   
Name: Rachel Goodman  
Title: Chair

**EDUCATIONAL MEDIA FOUNDATION**

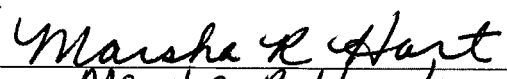
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mike Novak  
Title: CEO

Branch Banking and Trust Company, as Escrow Agent, hereby accepts its appointment as Escrow Agent as described in the foregoing Escrow Agreement, subject to the terms and conditions set forth therein.

Branch Banking and Trust Company

Date: 5/2/18

By:   
Name: Marsha R. Hart  
Title: AVP

EXECUTED as of the dates set forth below.

**NATURAL BRIDGES MEDIA**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Rachel Goodman  
Title: Chair

**EDUCATIONAL MEDIA FOUNDATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mike Novak  
Title: CEO

*Mike Novak*  
4/26/18

Branch Banking and Trust Company, as Escrow Agent, hereby accepts its appointment as Escrow Agent as described in the foregoing Escrow Agreement, subject to the terms and conditions set forth therein.

Branch Banking and Trust Company

Date: \_\_\_\_\_

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



**EXHIBIT A**

**DISBURSEMENT REQUEST**

Pursuant to that certain Escrow Agreement dated effective \_\_\_\_\_ among Natural Bridges Media, Educational Media Foundation and Branch Banking and Trust Company, the parties hereto hereby request disbursement of funds in the amount and manner described below from account number \_\_\_\_\_ styled “ \_\_\_\_\_ ”, “ \_\_\_\_\_ ”, Escrow Account.

**Please disburse to:** \_\_\_\_\_

**Amount to disburse:** \_\_\_\_\_

**Form of disbursement:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

NATURAL BRIDGES MEDIA

EDUCATIONAL MEDIA FOUNDATION

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

### **ADMINISTRATION FEES**

**Initial Setup Fee: \$0.00**

*Note: This fee provides consideration for documentation review, due diligence and activities leading up to and including execution of the Escrow Agreement and any related documents. The fee is payable on the Closing Date and in the event the transaction is not completed, the Initial Setup Fee and all related expenses will remain due and payable, and if paid will not be refunded. All data must be provided via approved electronic media.*

**Annual Escrow Administration Fee: \$1,250**

*Note: Fee due net 30 upon execution of the Escrow Agreement. This fee is payable on the Closing Date, and thereafter is payable annually in advance on the anniversary of the Closing Date. It contemplates that BB&T will serve as named Escrow Agent only for the transaction as contemplated in the Escrow Agreement.*

### **PROCESSING FEES**

**Investment Fee \$0.00**

*Note: No investment fee shall be levied to the extent the client selects the BB&T Trust Deposit Product (TDP) CUSIP #SA0000560, and should no contrary investment directive be given TDP shall be regarded as the default investment vehicle. Should an alternative form of investment be selected, the determination of this fee shall be based upon the nature of the selected client investment type.*

BB&T Corporate Trust does not serve as an investment advisor or investment manager. By receiving timely and ongoing access to account information, the client acknowledges its responsibility to supply BB&T with investment direction as it may consider appropriate at the time of closing and any time thereafter, without further solicitation from BB&T.

**Statement Fee: WAIVED**

*Note: Accounts will initially be established with web-based online, view-only statement provider, TamLink. These online services shall be available free of charge. Online TamLink statements can be printed into a paper format and downloaded into data files that may be manipulated through Excel® or other analytical and reporting computer applications. If a paper statement is requested, an annual fee of \$1,000 will be assessed.*

### **OTHER CONTINGENT FEE CONSIDERATIONS**

**Legal Fees: \$0.00 ( None Anticipated )**

*Note: No legal fees are contemplated for the closing of this transaction, provided the client utilizes a form of Escrow Agreement previously reviewed and approved by BB&T Corporate Trust Services, with minimal changes.*

**Expenses: 0%**

*Note: These represent anticipated ordinary out-of-pocket expenses estimated as a percentage of the Administration Fee. Out-of-pocket expenses include but are not limited to third-party charges, professional*

services, travel expenses, audit confirmations, and correspondences including telephone and facsimile transmission costs, postage and copying charges. They become payable on Closing Date and thereafter annually in advance as each Administration. These charges do not represent extraordinary fees or expenses not otherwise contemplated within this Fee Schedule or the governing documentation.

### **Caveats and Assumptions**

1. Final acceptance of the services contemplated herein shall be subject to a U.S. Patriot Act due diligence and business review of the Escrow Agreement and all supporting documents (collectively, “governing documents”).
2. This Fee Agreement represents terms to an offer for service and will remain in effect for 30 days from the date of this letter. All fees and expenses shall become due and payable upon the date of closing. Any fees or expenses not received when due shall become available from the escrow account, if permitted under the *Escrow Agreement*.
3. Fees and expenses quoted herein apply to services ordinarily rendered by BB&T as Escrow Agent under the governing documents, and they are subject to reasonable adjustment based on a final review of documents or when BB&T is called upon to undertake duties or responsibilities not expressly contemplated therein, or as changes in law, procedures, or the cost of doing business demand. Services in addition to or not contemplated in this Fee Schedule, including but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses unless otherwise expressed herein.
4. Any documents that BB&T, as Escrow Agent, is party to will be governed by the laws of and in the jurisdiction of the State of North Carolina, unless otherwise agreed to separately in the governing documents.
5. Tax Compliance.
  - a. Unless otherwise specified in the service agreement, the client will assume responsibility for all necessary tax reporting (1099, etc.) for disbursements requested to be made by BB&T Retirement & Institutional Services on the account(s) behalf. Under no circumstances will BB&T Retirement & Institutional Services be held liable for any fines, penalties, etc. imposed by the IRS or state tax agencies for failure to file this information. Any potential fines or penalties imposed on BB&T Retirement & Institutional Services for failure to file this information on the clients behalf will be the sole responsibility of the client.
  - b. Request of payments made at the direction of client or its authorized agent to a third party will require an IRS Form W-9 or Form W-8 be provided to BB&T prior to payment being made. Payments made to local, state or federal governments do not require a Form W-9 to be provided. Payees organized as a nonprofit will not require a W-9 to be provided. It will be the responsibility of the Client to maintain all the proper documentation on file certifying those entities have been granted nonprofit status under IRS regulatory requirements.
  - c. BB&T Retirement & Institutional Services encourages the client to consult its own tax advisor concerning the specific U.S. federal and state income tax consequences of collecting the proper documentation and any reporting requirements regarding these transactions.
6. Further disclosures and disclaimers may follow the signature page.

Services and products featured herein may include some offered by affiliated companies of BB&T Retirement & Institutional Services. The fees for those services and products are in addition to the fees charged by BB&T Retirement & Institutional Services. As a result, BB&T Corporation, as a whole, receives more compensation than would otherwise be received if a non-affiliated service or product was used. When we offer any service or product to a client, we use the same process to offer both affiliated and non-affiliated services and products. When we have authority to select any service or product on behalf of a client, if our process shows affiliated services and products to be competitive with corresponding non-affiliated services and products, then we may select affiliated products and services. BB&T Retirement & Institutional Services expresses no opinion on the use of BB&T affiliated services and products when the client selects such services and products in a client directed account.