

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this 26th day of August, 2019, by and among Penfold Communications, Inc., a California non-profit corporation ("Seller"), Taylor University Broadcasting, Inc., an Indiana non-profit corporation ("Buyer", and together with Seller, the "Parties"), and Fletcher Heald & Hildreth, P.L.C., a Virginia professional limited liability company, as escrow agent ("Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), providing for the acquisition a by Buyer from Seller of the Translator equipment owned by Seller and located at the Translator transmission site (the "Transaction"). (Capitalized terms used herein and not defined have the meanings set forth in the Purchase Agreement); and

WHEREAS, the Parties desire Escrow Agent to hold, and Escrow Agent is willing to hold, in escrow the Escrow Deposit as defined below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties and Escrow Agent, intending to be legally bound, hereby agree as follows:

1. **ESCROW DEPOSIT.** Escrow Agent hereby acknowledges that Buyer has deposited with Escrow Agent the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Escrow Deposit") as contemplated by Section 2(b) of the Purchase Agreement. Escrow Agent will deposit the Escrow Deposit into Escrow Agent's IOLTA trust bank account (the "Escrow Account"). The Escrow Deposit will be held in accordance with the terms of this Escrow Agreement and will be released by Escrow Agent only as provided for under this Escrow Agreement. The Parties acknowledge and agree that all interest earned on sums deposited in the Escrow Account is required to be paid over to charitable organizations pursuant to requirements of the Bar of the Commonwealth of Virginia; and consequently, no interest will be paid to either Seller or Buyer.

2. **RELEASE FROM ESCROW.**

2.1. Release. Escrow Agent will retain the Escrow Deposit and will release the funds only upon receipt of, and pursuant to directions contained in, joint written instructions executed by both Seller and Buyer or a final order of a court of competent jurisdiction. Escrow Agent will in no event be required to resolve any controversy concerning the Escrow Deposit or to take any action concerning any such controversy. Upon termination of the escrow provided for herein, Seller and Buyer each agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to validate Escrow Agent's release of the Escrow Deposit.

2.2. Joint Instructions. Seller and Buyer each agree to execute and deliver to Escrow Agent joint written instructions, as contemplated by Section 2.1 above, prior to and at the Closing or other termination of the Purchase Agreement, so as to effectuate fully the provisions of the Purchase Agreement concerning the disposition of the Escrow Deposit.

3. **ESCROW AGENT'S OBLIGATIONS.**

3.1. Resignation and Removal. Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Parties specifying a date not less than thirty (30) days after the giving of such notice when such resignation will take effect. Promptly after such notice, a successor Escrow Agent will be appointed by mutual agreement of Seller and Buyer, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Seller and Buyer are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, Escrow Agent will be entitled to appoint its own successor, which may be another law firm or a bank or other financial institution. Escrow Agent will continue to serve as Escrow Agent until its successor has assumed in writing Escrow Agent's obligations hereunder and has received the Escrow Deposit. Seller and Buyer may mutually agree at any time to substitute any successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.2. Performance.

3.2.1. The duties and responsibilities of Escrow Agent are limited to those specifically set forth herein. Escrow Agent will not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by it of any kind other than willful misconduct or gross negligence. Escrow Agent will be entitled to rely, and will be protected in doing so, upon (i) any written notice, instrument, or signature believed by it in good faith 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 Escrow Agent's own choosing). Escrow Agent will have no responsibility for the accuracy of the content of any writing submitted to it hereunder and will be entitled in good faith to rely on such writing without any liability based on the content thereof. Escrow Agent will also not be liable for any failure of the institution in which the Escrow Deposit is held.

3.2.2. In the event of any dispute relating to the right of possession or the disposition of the Escrow Deposit, Escrow Agent will retain dominion and control over the Escrow Deposit until such dispute has either been settled by mutual agreement of Seller and Buyer with notice thereof to Escrow Agent, or pursuant to a final order of a court of competent jurisdiction, whereupon the Escrow Deposit will be paid in accordance with such mutual agreement of Seller and Buyer or such final order. If a dispute relating to the right of possession or the disposition of the Escrow Deposit is taken to a court of competent jurisdiction, Escrow Agent reserves the right to institute an interpleader action as set forth in Section 3.4 below. It is contemplated and agreed that Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent will be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the resolution thereof as provided in Section 3.4. In no event will Escrow Agent be under any duty to institute or defend any such proceeding, nor

will Escrow Agent be required under any circumstances to take any action requested by Seller or Buyer until indemnified to Escrow Agent's reasonable satisfaction by the Party or Parties requesting such action.

3.3. Indemnification. Seller and Buyer, jointly and severally, agree to indemnify Escrow Agent and hold Escrow Agent harmless against any and all liabilities from third-party claims against Escrow Agent solely in its capacity as Escrow Agent hereunder, except for liabilities incurred by Escrow Agent resulting from Escrow Agent's willful misconduct or gross negligence or failure to comply with this Escrow Agreement. As between Seller and Buyer, any such liabilities shall be shared equally by the Parties unless caused to arise substantially by one Party, in which event such Party shall be solely responsible for all such liabilities.

3.4. Interpleader. If, at any time prior to the termination of this Escrow Agreement as provided herein, either Seller or Buyer should make demand upon or file suit against Escrow Agent to obtain possession of the Escrow Deposit, Escrow Agent will be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against Escrow Agent, it may answer by way of interpleader and name Seller and Buyer (or either of them) as additional parties to such action. Escrow Agent may tender the Escrow Deposit into such court for determination of the respective rights of Seller and Buyer thereto. Upon such tender, Escrow Agent will be entitled to receive from Seller and Buyer reasonable attorneys' fees and expenses incurred in connection with said interpleader action. As between Seller and Buyer, such fees, expenses and other sums will be paid by the entity which fails to prevail in the proceedings brought in a court or alternative dispute resolution forum to determine the appropriate distribution of the Escrow Deposit or, in the case of a claim against the Escrow Deposit by a third party claiming by or through Seller or Buyer, by the entity through or on whose behalf the claim is lodged. If and when Escrow Agent so interpleads and delivers the Escrow Deposit to the clerk of the court, all of its duties will cease, and it will have no further obligations hereunder. Nothing herein will prejudice any other right or remedy of Escrow Agent.

3.5. Discharge by Delivery. After Escrow Agent has delivered the Escrow Deposit pursuant to the terms of this Escrow Agreement, Escrow Agent will have discharged all of its obligations hereunder; and neither Seller, Buyer, nor any entity claiming through either or both of them will thereafter have any claim against Escrow Agent on account of this Escrow Agreement.

3.6. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Purchase Agreement, the terms and provisions of this Escrow Agreement will control as to the rights, duties, obligations, and liabilities of Escrow Agent, and the terms of the Purchase Agreement will control as to the respective rights, duties, obligations and liabilities of Seller and Buyer.

4. **MISCELLANEOUS.**

4.1. Assignment. Except as may be provided in the Purchase Agreement and in Section 3.1 of this Escrow Agreement (with respect to Escrow Agent), no party hereto may

assign or delegate its rights and obligations hereunder without the prior written consent of the other parties to this Escrow Agreement.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted heirs, successors, and assigns of the Parties and Escrow Agent.

4.3. Notices. All notices, demands or other communications given hereunder will be in writing and will be sufficiently given if delivered by hand or on the second (2nd) business day after the date of sending by United States priority mail express with proof of delivery or attempted delivery, postage prepaid, addressed as follows, or to such other address as Seller, Buyer, or Escrow Agent may specify from time to time:

If to Seller: Penfold Communications, Inc.
P.O. Box 890820
Temecula, CA 99258
Phone: (714) 545-7868
Email: jeffs777@gmail.com
Attn: Jeffrey W. Smith, President

If to Buyer: Taylor University Broadcasting, Inc.
1115 West Rudisill Blvd
Fort Wayne, IN 46807
Phone: 260-745-0576
Email: rsmccamp@wbcl.org
Attn: Ross McCampbell, Executive Director

If to Escrow Agent: Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209-3801
Attention: Matthew H. McCormick or
Kathleen Victory, Esq.
Email: mccormick@fhhlaw.com
/victory@fhhlaw.com

4.4. Other Documents. Seller, Buyer, and Escrow Agent agree to execute such other documents as may be necessary or desirable to the implementation and consummation of this Escrow Agreement.

4.5. Further Assurances. All parties to this Escrow Agreement each pledge to the others that they will take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their respective obligations under this Escrow Agreement.

4.6. Counterparts. This Escrow Agreement may be executed in any number of counterparts, and by Seller, Buyer, and/or Escrow Agent on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this

Escrow Agreement or any other document or instrument delivered pursuant to this Escrow Agreement will be treated as original signatures.

4.7. Headings. The headings of the Articles, Sections and paragraphs of this Escrow Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit, or describe the scope of this Escrow Agreement or the intent of any Section or Paragraph.

4.8. Entire Agreement. Subject to Section 3.6 above, this Escrow Agreement constitutes the entire agreement and understanding of all parties hereto relating to the matters provided for herein and supersedes any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

4.9. Amendment. This Escrow Agreement may not be amended except by an instrument in writing signed on behalf of each of Seller, Buyer, and Escrow Agent.

4.10. Waivers. No waiver of any provision of this Escrow Agreement will be effective unless in writing and signed by the party to this Escrow Agreement waiving such provision. No waiver of any right or waiver of any obligation will constitute a waiver of any other or similar right or obligation, and no failure to enforce any right or obligation under this Escrow Agreement will preclude or affect the later enforcement of such right or obligation.

4.11. Severability. In the event that any one or more of the provisions contained in this Escrow Agreement or in any other instrument referred to herein, are, for any reason, held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Escrow Agreement or any other such instrument; and this Escrow Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

4.12. Governing Law. This Escrow Agreement will be construed and enforced, and any disputes or disagreements hereunder will be resolved, in accordance with the laws of the Commonwealth of Virginia, including all matters of constitution, validity and performance, but not its choice of laws principles. For purposes of venue, this Escrow Agreement will be deemed to be performed in Arlington, Virginia.

4.13. Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity to enforce any provision of this Escrow Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Escrow Agreement, or otherwise in connection with this Escrow Agreement, or any provision hereof, the prevailing party will be entitled to recover from the losing party or parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding. In the event some but not all of the claims are awarded to two or more parties, such that each party could be considered to be the prevailing party, the payment of reasonable attorneys' fees and other expenses incurred in connection with the proceedings will be prorated between the parties according to the division of the awarded claims.

4.14. Continuing Effect. This Escrow Agreement will remain in full force and effect until Escrow Agent has delivered the Escrow Deposit and any monies and earnings thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof.

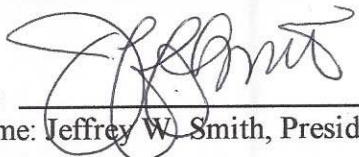
4.15. Conflict Waiver. All Parties acknowledge that Escrow Agent has an attorney-client relationship with Seller and is acting as an escrow agent as an accommodation to both Seller and Buyer. Buyer acknowledges the potential for conflict of interest but specifically waives any claim or right to make a claim that Escrow Agent is or would be prohibited from performing legal services for Seller by virtue of (i) its service as Escrow Agent; (ii) the fact that Escrow Agent has learned facts about the Parties in its capacity as Escrow Agent; or (iii) the fact that Escrow Agent, by virtue of its role as fiduciary for Seller and Buyer with respect to the Escrow Deposit, could therefore be held to have a conflict of interest. Seller and Buyer each agree that information conveyed to Escrow Agent during the course and scope of Escrow Agent's duties, as an escrow agent only, will not be considered confidential by Seller or Buyer to the extent necessary to perform this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered as of the date first written above.

PARTIES:

Penfold Communications, Inc.

By: 
Name: Jeffrey W. Smith, President

Taylor University Broadcasting, Inc.

By: _____
Name: Ross McCampbell
Title:

ESCROW AGENT:

Fletcher, Heald & Hildreth, P.L.C.

By: _____
Name: Kathleen Victory
Title: Co-Managing Member


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ESCROW AGENT:

Fletcher, Heald & Hildreth, P.L.C.

By: Kathleen Victory
Name: Kathleen Victory
Title: Co-Managing Member