

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of March 27, 2014 among The Santa Barbara Foundation/Pacific Broadcasting Company ("SBF"), Santa Monica Community College District ("SMC") and Montecito Bank & Trust (the "Escrow Agent").

### Recitals

SBF, SMC and University of Southern California ("USC") are parties to an Agreement of even date herewith pursuant to which SMC is to deposit funds with the Escrow Agent in connection with the conveyance of the following radio broadcast stations:

KDB(FM), Santa Barbara, California (currently owned by SBF)  
KQSC(FM), Santa Barbara, California (currently owned by USC)

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Escrow Account and Deposit. The Escrow Agent has established an account (the "Escrow Account") into which SMC has deposited, or simultaneously with the execution hereof will deposit, Two Hundred Fifty Thousand Dollars (\$250,000). Upon receipt thereof, the Escrow Agent shall provide SBF and SMC confirmation thereof, and shall hold and disburse such deposit as set forth in this Agreement. Such deposit shall be invested in such investment option as the Escrow Agent may make available and SBF and SMC may jointly select. Such deposit, as increased or decreased based upon such investment results, is referred to herein as the "Deposit."

2. Release of Deposit by Escrow Agent. The Escrow Agent shall promptly release all or a portion of the Deposit to SBF or SMC, as the case may be, upon the first to occur of the following circumstances:

(i) the Escrow Agent receives unconditional joint written instructions, in form and substance acceptable to Escrow Agent, from SBF and SMC 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.

3. Reliance by Escrow Agent. The Escrow Agent shall be entitled to rely upon and act in accordance with any of: (a) the joint written instructions of SBF and SMC, and (b) a final order of a court of competent jurisdiction authorizing the Escrow Agent to release the Deposit, or any portion thereof, to SBF or SMC.

4. Conflicting Demands. If conflicting demands are made upon the Escrow Agent, the Escrow Agent shall not be required to resolve such controversy or take any action, but may

await resolution of the controversy by joint instructions from SBF and SMC or by appropriate legal proceedings.

5. Indemnification. SBF and SMC shall jointly and severally pay, and hold the Escrow Agent harmless against, all costs, charges, damages and attorneys' fees (including services of in-house counsel at market rates) which the Escrow Agent in good faith may incur or suffer in connection with or arising out of this Agreement, whether or not any legal proceeding is commenced and regardless of whether such claim or action is based on tort, contract and/or equity.

6. Rights and Duties of Escrow Agent.

(a) No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written evidence of such assignment in a form satisfactory to the Escrow Agent shall be filed with and accepted by the Escrow Agent.

(b) The Escrow Agent may rely or act upon orders or directions signed by the proper parties, or bearing a signature or signatures reasonably believed by the Escrow Agent to be genuine.

(c) The Escrow Agent shall have no duties other than those expressly imposed on it herein and shall not be liable for any act or omission except for its own gross negligence or willful misconduct.

(d) In the event that the Deposit or any proceeds thereof shall be attached, garnished, or levied upon by an order of any court, or the delivery thereof shall be stayed or enjoined by an order of court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, or any part thereof, the Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in case the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(e) The Escrow Agent may resign by giving sixty (60) days written notice of resignation, specifying the effective date thereof. Within thirty (30) days after receiving the aforesaid notice, SBF and SMC agree to appoint a successor escrow agent to which the Escrow Agent shall transfer the Deposit or any proceeds thereof then held in escrow under this Agreement. If a successor escrow agent has not been appointed and/or has not accepted such appointment by the end of the 30-day period, the Escrow Agent may at its sole option: (i) apply to a court of competent jurisdiction for the appointment of a successor escrow agent, and the costs, expenses and reasonable attorneys' fees which are incurred in connection with such a proceeding shall be paid evenly by SBF and SMC, or (ii) continue to hold the Deposit until it receives an order from a court of competent jurisdiction or joint written instructions of SBF and SMC directing the Escrow Agent to release the Deposit.



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

Garvey Schubert Barer  
Fifth Floor  
1000 Potomac Street, N.W.  
Washington, DC 20007  
Attention: John Crigler  
Facsimile: (202) 965-1729

and to:

Santa Monica Community College District  
1900 Pico Boulevard  
Santa Monica, CA 90405  
Attention: Robert Myers, Campus Counsel  
Facsimile: (310) 434-4386

if to Escrow Agent:

Montecito Bank & Trust  
1010 State Street, 3rd Floor  
Santa Barbara, California 93101  
Attention: Steven Berg, Associate Counsel  
Facsimile: (805) 965-7471

or to such other address as may be specified by any party in a written notice to the other parties.

9. Governing Law. This Agreement shall be construed under the laws of the State of California.

10. Waiver. This Agreement may be amended or modified, and any term may be waived, only if such amendment, modification or waiver is in writing and signed by all parties.

11. No Third Party Beneficiaries. This Agreement is a personal one, the duty of the Escrow Agent being only to the parties hereto, their successors or assigns, and to no other person whatsoever.

12. Counterparts. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

13716436

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers all as of the day and year first above written.

THE SANTA BARBARA FOUNDATION/PACIFIC  
BROADCASTING COMPANY

By: Ronald V. Gallo  
Name: Ronald V. Gallo  
Title: President & CEO

SANTA MONICA COMMUNITY COLLEGE DISTRICT

By: Chui L. Tsang  
Name: Chui L. Tsang  
Title: Superintendent/President

MONTECITO BANK & TRUST

By: Bruce A Stevens  
Name: BRUCE A STEVENS  
Title: EVP/CFD/CAO