

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of the 27th day of June, 2019, by and between JDF INVESTMENTS, LLC, a California Limited Liability Company ("Seller") and ESTHER ARENAS, a resident of the State of California ("Buyer"). The parties hereto shall be known as the "Parties" collectively and a "Party" in the singular.

WITNESSETH:

WHEREAS, the Parties have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated as of June 28, 2019, providing for the sale by Seller and the purchase by Buyer of the Purchased Assets as contemplated by the Purchase Agreement, used or useful in the operation of low power television station KVPS-LD, Indio, California, Facility No. 10533 (the "Station") subject to approval of the Federal Communications Commission (the "FCC" or "Commission");

WHEREAS, the form of this Escrow Agreement is an exhibit to the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, a non-refundable Initial Deposit of Five Thousand Dollars (\$5,000.00) has been deposited with the law firm of Aaron A. Grunfeld ("Grunfeld") which has agreed to serve as a stakeholder to the benefit of the Parties per the letter attached hereto as Exhibit 1. Upon the execution of the Purchase Agreement and a filing of an Assignment Application requesting FCC approval of an assignment of the Station's FCC Licenses from Seller to Buyer, Buyer agrees to deposit an Additional Deposit of Twenty Thousand Dollars (\$20,000.00) with Grunfeld. The Initial Deposit and the Additional Deposit combined shall constitute an Escrow Deposit to be held to the benefit of the Parties until such time that the Parties provide written instructions to Grunfeld for the disposition of the Escrow Deposit.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in the Purchase Agreement and in this Escrow Agreement, the Parties agree as follows:

1. Pursuant to the terms of the Purchase Agreement, Buyer has deposited the non-refundable Initial Deposit in the amount of Five Thousand Dollars (\$5,000.00) with Grunfeld. Concurrently herewith, an Additional Deposit of Twenty Thousand Dollars (\$20,000.00) is delivered and deposited with Grunfeld. The Initial Deposit and the Additional Deposit combined shall constitute the Escrow Deposit to be held subject to the terms herein.

2. Grunfeld shall deliver the Escrow Deposit upon receipt of written notification executed jointly by Buyer and Seller as directed. The Parties agree that the Escrow Deposit shall be held in escrow until the Closing Date as defined in the Purchase Agreement or until the occurrence of an event provided in this Escrow Agreement.

(a) In the event the transaction closes in the manner contemplated in the Purchase Agreement, the principal of the Escrow Deposit shall be paid over to Seller at the Closing Date in accord with the Purchase Agreement.

(b) In the event the transaction does not close due to a material breach by or default of Buyer of the terms of the Purchase Agreement and Seller is not in material default or breach and all conditions precedent to Buyer's obligation to close have been satisfied, the Escrow Deposit shall be paid over to Seller as Liquidated Damages.

(c) In the event the transaction does not close due to a material breach by or default of Seller of the terms of the Purchase Agreement and Buyer is not in material default or breach, then the principal of the Escrow Deposit shall be paid over to Buyer subject to Buyer's right to Specific Performance.

(d) In the event the transaction does not close within six (6) months from the date of acceptance for filing of the Assignment Application, either Buyer or Seller may at its option, give notice of termination of the Purchase Agreement to the other, provided the terminating Party is not in material breach or default under the Purchase Agreement. If Buyer is not in material breach or default, the amount of the Additional Deposit shall be returned to Buyer upon written demand without any further liability of either Party to the other.

(e) In the event Buyer cancels the transaction at any time subsequent to the execution by Buyer and Seller of the Purchase Agreement and the filing of the Assignment Application on FCC Form 345 with the FCC, but prior to or upon FCC approval, and Seller is not in default or breach of the Purchase Agreement, and the proposed transaction has not been canceled due to the lapse of time described in Paragraph 2(d) above, the Escrow Deposit shall be paid over to Seller.

(f) In the event the transaction does not close because of the mutual written consent of the Buyer and Seller or due to an FCC denial of the Assignment Application for reasons other than Buyer's lack of qualifications to become an FCC licensee and the FCC's denial of the Assignment Application has become Final and no longer subject to a Petition for Reconsideration, the amount of the Additional Deposit shall be returned to Buyer upon written demand without any further liability of either Party to the other.

(g) If any provision of Sub-paragraphs 2(a) through 2(f) above with respect to the disposition of the Escrow Deposit is in conflict with any provision of the Purchase Agreement with respect to such disposition, then such provision in the Purchase Agreement shall control. Notwithstanding anything herein to the contrary, if the Closing has not been consummated as of close of business in Los Angeles on September 30, 2019, Grunfeld may resign and deliver all funds in Escrow to a replacement stakeholder, mutually acceptable to the Parties without any further liability or responsibility to either of Seller or Buyer.

3. The undersigned agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of Grunfeld:

(a) Grunfeld shall not be bound in any way to the Purchase Agreement or any other agreement or contract out of which this escrow may arise (whether or not Grunfeld has knowledge thereof).

(b) Grunfeld serves as a depository only, and is not responsible or liable in any matter or validity of the subject matter of the escrow, or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing it.

(c) In the event there is a dispute or disagreement by and between the Buyer and Seller regarding the disbursement of the Escrow Deposit, and no written instructions regarding disbursement of the Escrow Deposit have been provided to Grunfeld, then Grunfeld shall continue to hold the Escrow Deposit until there is a final judgement or arbitration decision directing disbursement of the Escrow Deposit, subject to the terms of Sub-paragraphs 2(g) and 3(e) herein.

(d) If Seller is unsuccessful in any arbitration or litigation relating to the Escrow Deposit or any portion thereof, then the fees and expenses of Grunfeld in connection therewith shall be paid by Seller, but if Buyer is the unsuccessful Party, then Buyer will bear the fees and expenses of Grunfeld in connection therewith.

(e) Grunfeld may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to Buyer and Seller specifying the date when such resignation shall take effect. Upon such notice, a successor stakeholder shall be appointed with the consent of both Buyer and Seller and the service of such successor stakeholder shall be effective as of the date of resignation specified in the notice, which date shall not be less than thirty (30) days after the giving of such notice.

(f) Grunfeld undertakes to perform only such duties as are specifically set forth herein and may rely and shall be protected in acting or refraining from acting, on any written notice, instrument, or signature believed by it to be genuine and to have been signed or presented by the proper Party or Parties duly authorized to do so.

(g) In the event there is a dispute or disagreement by and between the Buyer and Seller on the disbursement of the Escrow Deposit, Grunfeld may, at its option and in accordance with applicable law, file an action, bill, or interpleader, or similar action for such purpose, in a Court of competent jurisdiction, and upon Court approval pay the Escrow Deposit and all income earned or accrued thereon, less any fees and expenses associate therewith to include legal fees associated with the preparation of the filing, into said Court, in which event, Grunfeld's duties, responsibilities, and liabilities with respect to the Escrow Deposit, the proceeds, and this Escrow Agreement shall terminate.

(h) Buyer and Seller each agree, jointly and severally, to indemnify, defend, hold harmless, pay or reimburse Grunfeld and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, settlements, litigation, investigations, costs, or expenses (including without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses") arising out of or in connection with Grunfeld's performance as escrow holder, except to the

extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence, willful misconduct, or fraud of such Indemnitee. The obligations set forth in this Sub-paragraph 2(h) shall survive the resignation, termination, replacement or removal of Grunfeld as escrow holder or the termination of this Agreement. If any of the Escrow Deposit or funds deposited that may be deposited in connection with this Agreement shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, Grunfeld is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders 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 the event that Grunfeld obeys or complies with any such order it shall not be liable to the Seller or the Buyer or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated. The Parties acknowledge that Grunfeld as a third-party beneficiary hereunder is expressly relying on the provisions hereof as a condition to acting as escrow agent for the Parties

(i) Buyer acknowledges that Grunfeld has acted as legal counsel for the Seller and certain of its managers and affiliates (collectively "Seller Group") and may continue to act as legal counsel for the Seller Group from time to time, notwithstanding its duties as a stakeholder or escrow holder as contemplated by this Escrow Agreement and the executed letter attached hereto as Exhibit 1. The Buyer consents to Grunfeld acting in such capacity as legal counsel for the Seller and each waives any claim that such representation represents a conflict of interest on the part of Grunfeld or requires Grunfeld to advise the Buyer in connection with any matter other than as explicitly provided for and expressly imposed by this Escrow Agreement and the letter attached hereto as Exhibit 1. Except as so explicitly provided for and expressly imposed and professional duties as an escrow agent to the Buyer, the Buyer acknowledges that Grunfeld owes no other professional duties to the Buyer and the Buyer understands that Grunfeld is relying explicitly on the provisions of this Sub-paragraph 2(i) and the letter attached hereto as Exhibit 1 in entering into his responsibilities as herein contemplated.

4. All notices, requests, demands, and other communications hereunder shall be in writing, shall be given simultaneously to all Parties hereunder and shall be deemed to have been given if delivered by hand, mailed (certified mail, postage pre-paid, return receipt requested), recognized overnight courier, or sent via facsimile as follows:

(a) If to Seller:

Sim Farar, Managing Member
JDF Investments, LLC
15332 Antioch St. Suite 509
Pacific Palisades CA 90272
(310) 413-1104
Email: sfarar@yahoo.com

(b) If to Buyer:

Ms. Esther Arenas
P.O. Box 40046
Downy, CA 90239
(562) 869-8888
Email: jararenas@hotmail.com

(c) If to Grunfeld:

Aaron A. Grunfeld, Esq.
10940 Wilshire Blvd., 23d Floor
Los Angeles, CA 90024
(310) 788-7577
Email: agrunfeld@grunfeldlaw.com

or to any other party or address as the Parties may from time to time designate in writing.

8. This Escrow Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

9. This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

10. To the extent not governed by federal law, this Escrow Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without reference to its principles of conflicts of law. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in the City and County of Los Angeles in the State of California, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

11. This Escrow Agreement may be amended by mutual consent of the Parties, but only by a written instrument duly signed by the Parties to the Purchase Agreement.

12. This Escrow Agreement shall automatically terminate upon the distribution of the Escrow Deposit in accordance with the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement on the day and year first above written.

SELLER
JDF INVESTMENTS, LLC

BY: 
Sim Farar, Managing Member

BUYER
ESTHER ARENAS

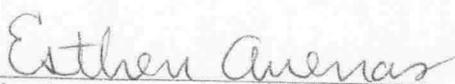
BY: 
Esther Arenas

Exhibit 1

Sim Farar, Managing Member
JDF Investments, LLC
15332 Antioch St. Suite 509
Pacific Palisades CA 90272

Ms. Esther Arenas
P.O. Box 40046
Downy, CA 90239
(562) 869-8888

June 27, 2019

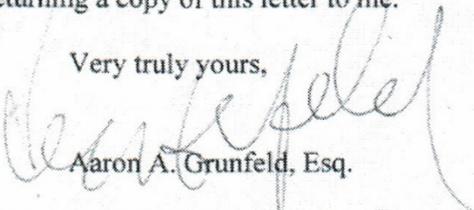
Re: Sale of Low Power Television Station KVPS-LD, Indio, CA:

To Whom It May Concern:

Assuming that both JDF Investments, LLC ("JDF") and Esther Arenas ("Arenas") agree in writing by signing and returning a copy of this letter to me, I would hold the deposit payments of Arenas, which I understand will be in two payments in the amount of Five Thousand Dollars (\$5,000.00) and Twenty Thousand Dollars (\$20,000.00), totaling Twenty Five Thousand Dollars (\$25,000.00) in our client trust account on behalf of Arenas until JDF and Arenas send me joint signed written instructions as to how to disburse the funds. Interest would not accrue nor be paid. If the parties fail to send joint, signed written instructions, then I will continue to hold the funds until there is a final judgement or arbitration decision direction disbursement of the funds, subject to my option to resign and discharge my responsibilities but not later than September 30, 2019. In that event Grunfeld shall deliver and turn over the Escrow Deposit to a stakeholder mutually acceptable to the JDF and Arenas. JDF agrees to pay Grunfeld escrow costs of Seven Hundred Fifty Dollars (\$750.00) upon the Closing Date as contemplated within the Purchase Agreement.

If this is acceptable to the parties, please indicate your agreement by signing and returning a copy of this letter to me.

Very truly yours,



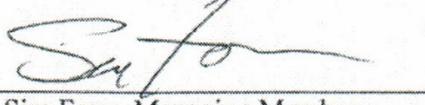
Aaron A. Grunfeld, Esq.

The undersigned hereby consent and agree:

JDF INVESTMENTS, LLC

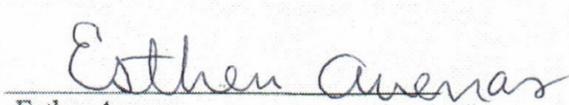
ESTHER ARENAS

BY:



Sim Farar, Managing Member

BY:



Esther Arenas