

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is made and entered into as of March 14, 2003, by and among Great Lakes Radio-Chicago, LLC, an Ohio limited liability company (the "Buyer"), Mariner Broadcasters, Inc., an Illinois corporation, owner and licensee of radio station WBEE(AM), ("Seller") and Bank One Trust Company, N.A. (the "Escrow Agent").

WHEREAS, Seller is the licensee, owner and operator of Broadcast Station WBEE-AM, 1570 khz, Harvey, Illinois (the "Station"). Seller desires to sell and assign and Buyer desires to purchase and acquire certain property and assets of Seller used or useful in the operation of the Station;

WHEREAS, Buyer and Seller have entered into a Purchase Agreement, dated as of March 14, 2003 (the "Purchase Agreement") for that certain property and assets of Seller; and

WHEREAS, pursuant to the Purchase Agreement, a portion of the consideration for the certain property and assets of Seller will be deposited into escrow pursuant to this Agreement,

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to such term in the Purchase Agreement.

2. Creation of Escrow. On the Effective Date of the Purchase Agreement, Buyer will deposit with the Escrow Agent the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Escrow Deposit"). Any interest earned on the Escrow Deposit shall be paid from time to time to Buyer and shall not become part of the Escrow Deposit. Buyer and the Shareholders designate and appoint the Escrow Agent to serve on their behalf and as their agent for the purpose of holding, investing and distributing the Escrow Deposit as set forth in this Agreement. The Escrow Agent hereby accepts such appointment and agrees to act in accordance with the terms and conditions of this Agreement.

3. Investment. The Escrow Agent will invest the Escrow Deposit as set forth in **Schedule A (the "Permitted Investment(s)")**. If Seller proposes a change in the investment of the Escrow Deposit, Buyer will not unreasonably withhold its consent to the change, so long as the change is consistent with a value preservation objective for the Escrow Deposit. The Escrow Agent will not be liable for any investment loss or loss of principal resulting from the investment of the Escrow Deposit in such manner. The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the

Escrow Account or the purchase, sale, retention or other disposition of any Permitted Investment.

Interest and other earnings on Permitted Investments shall be added to the Escrow Account. Any loss or expense incurred as a result of an investment will be borne by the Escrow Account. In the event that the Escrow Agent does not receive written directions to invest funds held in the Escrow Account, the Escrow Agent shall invest such funds in The One Group U.S. Treasury Money Market Fund Class I or a successor or similar fund.

The Escrow Agent is hereby authorized to execute purchases and sales of Permitted Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent shall send statements to each of the parties hereto on a monthly basis reflecting activity in the Escrow Account for the preceding month. Although Buyer and Seller each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, Buyer and Seller hereby agree that confirmations of Permitted Investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No statement need be rendered for the Escrow Account if no activity occurred for such month.

Buyer and Seller acknowledge and agree that the delivery of the escrowed property is subject to the sale and final settlement of Permitted Investments. Proceeds of a sale of Permitted Investments will be delivered on the business day on which the appropriate instructions are delivered to the Escrow Agent if received prior to the deadline for same day sale of such Permitted Investments. If such instructions are received after the applicable deadline, proceeds will be delivered on the next succeeding business day.

4. Disbursements of Escrow Deposit. The Escrow Agent will release the Escrow Deposit as soon as practicable as instructed pursuant to its receipt of (i) written instructions signed by both Buyer and Seller, whether comprised of one or two documents, wherein Buyer and Seller agree and/or concur as to the action to be taken, (ii) written instructions signed by Buyer or Seller and not disputed by the other, or (iii) an order issued by a court of competent jurisdiction.

(a) If the Escrow Agent receives a Disbursement Notice from either Buyer or Seller, as set forth in (ii), above, the Escrow Agent will notify the other of the receipt of the Disbursement Notice within five (5) business days by sending a copy of the Disbursement Notice, marked to show the date of receipt by the Escrow Agent to the other party.

(b) If the party receiving such Disbursement Notice from the Escrow Agent wishes to dispute the claim against the Escrow Fund contained in the Disbursement Notice, it shall send a notice to the Escrow Agent that it disputes the claim against the Escrow Fund. Such Notice of Dispute must be received by Escrow Agent within ten (10) business days after the receipt by the Escrow Agent of the Disbursement Notice.

(c) If the Escrow Agent does not receive a Notice of Dispute within ten (10) business days after the receipt by the Escrow Agent of a Disbursement Notice, the Escrow Agent will release to requesting party the amount requested in the Disbursement Notice.

(d) If a dispute arises, Escrow Agent may, in addition to whatever other remedies it may have at law or in equity, refuse to comply with any demand until the dispute has been settled by agreement of the parties or adjudicated by a court of competent jurisdiction and Escrow Agent has received evidence satisfactory to it of either agreement by the parties or an adjudication.

5. Escrow Agent's Fees and Expenses. The Escrow Agent shall be entitled to compensation for its services hereunder as per **Schedule B** attached hereto, which is made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, 50% to be paid by Buyer and 50% to be paid by Seller, and the Escrow Agent shall have, and is hereby granted, a prior lien upon any property, cash, or assets of the Escrow Account, with respect to its unpaid fees and nonreimbursed expenses, superior to the interests of any other persons or entities.

6. Duties of the Escrow Agent. The acceptance by the Escrow Agent of its duties under this Agreement is subject to the following terms and conditions:

(a) The Escrow Agent is acting as a depository only and is not responsible or liable in any manner for the sufficiency of the Escrow Deposit. Any payment required by this Agreement to be made by the Escrow Agent to Buyer or Seller is required to be made only out of, and to the extent of, the Escrow Deposit.

(b) In taking or refusing to take any action in connection with the Escrow Deposit, the Escrow Agent may rely on any document submitted to it in connection with its duties hereunder that it reasonably believes to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder.

(c) If a dispute arises that results in conflicting demands being made with respect to the Escrow Deposit, the Escrow Agent may, in addition to any other remedies that it may have at law or in equity, refuse to comply with any such demand without liability for such refusal, until the matter in dispute has been settled by agreement of the parties or adjudicated by a court of competent jurisdiction and the Escrow Agent has received evidence thereof satisfactory to it.

(d) The Escrow Agent is not a party to and is not bound by the Purchase

Agreement, nor is it a party to or bound by or charged with notice of any other agreement out of which this escrow might arise other than this Agreement.

- (e) For tax and tax reporting purposes, the Escrow Agent will report any interest or other income earned or paid on the Escrow Deposit as interest or other income paid by Buyer.
- (f) The Escrow Agent shall be entitled and is hereby granted the right to set off and deduct any unpaid fees and/or nonreimbursed expenses from amounts on deposit in the Escrow Account.
- (g) The Escrow Agent shall be under no obligation to invest the deposited funds or the income generated thereby until it has received a Form W-9 or W-8BEN, as applicable, from Buyer, regardless of whether Buyer is exempt from reporting or withholding requirements under the Internal Revenue Code of 1986, as amended.
- (h) The Escrow Agent shall be, and hereby is, jointly and severally indemnified and saved harmless by Buyer and Seller from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.
- (i) IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (j) The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to Buyer or Seller addressed and delivered to the Escrow Agent.
- (k) The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.
- (l) Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or

any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(m) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, 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 the event that 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 such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

7. Notices. All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by telescope or by registered or certified mail, postage prepaid, to the parties at the following addresses (or to the attention of such other person or such other address as any party may provide to the other parties by notice in accordance with this Section 7.

(a) If to Buyer: Great Lakes Radio, Inc.
2994 East Grand Boulevard
Detroit, Michigan 48202
Attention: Michael Gallagher

Copy to: Charles R. Schaefer, Esq.
Walter & Haverfield LLP
1300 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

and

Jacqueline P. Cleary, Esq.
Hogan & Hartson
Columbia Square
555 Thirteenth St., N.W.
Washington, D.C. 20004

(b) If to Seller: Mariner Broadcasters, Inc.
c/o Charles Sherrell, President
910 South Plymouth Court
Apt 106
Chicago, Illinois 60605

Copy to: Madison Dearborn Partners
Attn: Paul Finnegan
3 Financial Plaza, 38th Floor
Chicago, Illinois 60602

and

First Capital Corporation of Chicago
Attn: Cathy Williams
55 West Monroe
Chicago, Illinois 60670

and

Bank One Law Department
Attn: Charles F. Andrews
1111 Polaris Parkway, OHI-0152
Columbus, Ohio 43271-0152

(c) If to the Escrow Agent:

Bank One Trust Company, N.A.
1111 Polaris Parkway, Suite 1K, Mail Code OH1-0181
Columbus, Ohio 43240
Attention: Global Corporate Trust Services Division

Any notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered or delivered by courier or overnight delivery service or sent by telescope or, if mailed, when actually received.

8. Counterparts. This Agreement may be executed in one or more counterparts for the convenience of the parties, all of which together, will constitute one and the same instrument.

9. Assignment. Neither this Agreement nor any of the rights, interests or obligations in this Agreement may be assigned or delegated by Seller or Buyer without the prior written

consent of the other parties; except that Buyer may assign its rights and obligations under this Agreement to a parent corporation or any of its or its Parent's direct or indirect wholly-owned subsidiaries. This Agreement is not intended to confer any rights or benefits on any Person other than the parties.

10. **Governing Law.** This Agreement is to be governed by and construed and interpreted in accordance with the substantive laws of the State of Ohio.

11. **Termination.**

(a) This Escrow Agreement shall terminate and Escrow Agent shall be discharged of all responsibility when the Escrow Agent has completed its duties, provided, however, the Escrow Agent's rights to indemnity and to receive payment of its fees and expenses pursuant this Agreement shall survive any termination of this Escrow Agreement.

(b) The Escrow Agent may resign for any reason, upon 30 days written notice to Buyer and Seller to this Escrow Agreement. Upon expiration of such 30-day notice period, the Escrow Agent may deliver all cash and other property in its possession, under this Escrow Agreement to any successor escrow agent appointed jointly by Buyer and Seller, or if no successor escrow agent has been so appointed, to any court of competent jurisdiction in Cuyahoga County, Ohio. Upon either delivery, the Escrow Agent shall be released from any and all liability under this Escrow Agreement.

(c) Buyer and Seller may jointly remove the Escrow Agent upon 30 days written notice to the Escrow Agent. Upon expiration of such 30-day notice period, the Escrow Agent shall deliver all cash and other property in its possession under this Escrow Agreement to a successor escrow agent appointed jointly by Buyer and Seller. Upon such delivery, the Escrow Agent shall be released from any and all liability under this Escrow Agreement.

12. **Entire Agreement.** This Escrow Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the transactions described herein and supersedes all prior agreements or understandings, written or oral, between the parties with respect thereto. There are no implied duties under this Escrow Agreement. The Escrow Agent's only duty is to act in accordance with specific written instructions furnished by the parties to this Escrow Agreement. The Escrow Agent is not a party to any other agreement and the Escrow Agent shall not be subject to any other agreement even though reference thereto may be made herein.

13. **Authorized Representatives.** The following persons are authorized, acting through written instructions signed by Buyer and the Shareholders' Agent, to direct the Escrow Agent regarding any transactions to this Escrow Agreement including, but not limited to, investment and/or disbursement of the Escrow Deposit.

Buyer's Agent
Michael Gallagher

Seller's Agent
Cathy R. Williams or Jeffrey V. Holway

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officer as of the Effective Date.

GREAT LAKES RADIO
CHICAGO, LLC

MARINER BROADCASTERS, INC.

By: _____
Title: _____

By: _____
Title: _____

BANK ONE TRUST COMPANY, N.A., as Escrow Agent

By: _____
Title: _____

SCHEDULE A:

Investment of Escrow Deposit

The Escrow Deposit may be invested in (i) a deposit account at a depository institution insured by the Federal Deposit Insurance Corporation, (ii) the One Group U.S. Treasury Securities Money Market Fund, (iii) United States Treasury Bills, or (iv) such other investments as Buyer, Seller and Escrow Agent may agree in writing.

SCHEDULE B

ESCROW AGENT FEES

One Thousand Dollars (US\$1,000) Acceptance Fee

One Thousand Dollars (US\$1,000) Annual Fee

The Acceptance Fee and initial Annual Fee are payable upon the execution of the Escrow Agreement