

## DEPOSIT ESCROW AGREEMENT

**THIS DEPOSIT ESCROW AGREEMENT** (this "Agreement") is entered into this 11th day of April 2003 among Tele-Media Company of High Desert L.L.C. (the "Seller"), Dos Costas Communications Corporation (the "Buyer") and MCH Enterprises, Inc. (the "Escrow Agent").

### Recitals:

Seller and Buyer are parties to an Asset Purchase Agreement dated April 11, 2003 (the "Purchase Agreement") contemplating the acquisition of certain assets of Seller by Buyer. Capitalized terms used in this Agreement have the meanings given them in the Purchase Agreement unless otherwise defined herein.

Pursuant to Section 6.2.1 of the Purchase Agreement, Buyer has paid Fifty Thousand Dollars (\$50,000) on this date to the Escrow Agent to be held by the Escrow Agent as earnest money according to the terms of this Agreement (said sum of \$50,000 together with any interest and earnings that accrues thereon is referred to herein as the "Fund").

NOW, THEREFORE, in consideration of the requirements of the Purchase Agreement and the mutual promises set forth herein, the parties hereby agree as follows with respect to the Fund.

1. Escrow Agent shall invest the Fund in a federally insured interest-bearing money market account or in a certificate or certificates of deposit, in either case with federally insured commercial banks that have capital and surplus of at least \$200,000,000.
2. Upon Closing, Buyer and Seller shall direct the Escrow Agent to release the fund to Seller as provided in the Purchase Agreement.
3. In the event that the Purchase Agreement is terminated, the Fund shall be released to either Buyer or Seller as provided in Section 19 of the Purchase Agreement.
4. If Buyer advises Escrow Agent that the Fund is payable to Buyer pursuant to the Purchase Agreement, Escrow Agent shall send a copy of such notice to Seller, and if Seller makes no written objection thereto to Escrow Agent and Buyer within 10 days after Seller's receipt thereof, Escrow Agent shall pay the Fund to Buyer. If Seller does object in writing to such payment, Escrow Agent shall not pay out the Fund until instructed to do so by joint instructions of Buyer and Seller or by an order of a court.
5. If Seller advises Escrow Agent in writing that the Fund is payable to Seller as provided in the Purchase Agreement, Escrow Agent shall send a copy of such notice to Buyer, and if Buyer makes no written objection thereto within 10 days after its receipt thereof, Escrow Agent shall pay the Fund to Seller. If Buyer does object in writing to such payment, Escrow

Agent shall not pay out the Fund until instructed to do so by joint written instructions of Buyer and Seller or by an order of a court.

6. All notices, instructions and other communications provided for herein shall be deemed validly-given, made or served, on personal delivery, or the; next business day after deposit with a nationally recognized overnight delivery service (Federal Express, UPS, Airborne or DHL) or via U.S. mail marked for priority overnight delivery, addressed as follows:

if to Buyer, to:                      Tele-Media Company of High Desert, L.L.C.  
320 West College avenue  
Pleasant Gap, Pennsylvania 16823  
Attention:     Jonathan P. Young  
FAX: 814-359-5390

if to Seller, to:                      Dos Costas Communications Corporation  
1818 South Australian Avenue  
Suite 102  
West Palm Beach, FL 33409  
Attention:     Roland Ulloa  
FAX: 561-682-3555

if to Escrow Agent, to              MCH Enterprises, Inc.  
c/o Brett Miller

FAX: (805)237-7329

or to such other addresses as the parties may designate by notice given in accordance with this paragraph.

7. All fees of Escrow Agent for holding in escrow and paying out the Fund shall be paid equally by the Buyer on the one hand and the Seller on the other hand.

8. All documents, including any instrument necessary for the negotiation or other transfer of escrow assets deposited simultaneously with the execution of this Agreement are approved by the parties hereto, other than Escrow Agent, and Escrow Agent shall not be obliged to inquire as to the form, manner of execution or validity of these documents or any document hereafter deposited pursuant to the provisions hereof, nor shall said Escrow Agent be obliged to inquire as to the identity, authority or rights of the persons executing the same. The Buyer and Seller hereby agree to jointly and severally indemnify the Escrow Agent for and to hold it harmless against any loss, liability or expense arising out of or in connection with this Agreement and carrying out its duties hereunder including the costs and expenses of defending itself against any claim of liability, except in those cases where the Escrow Agent has been guilty of gross negligence or willful misconduct. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or

consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

9. Any corporation into which the Escrow Agent in its individual capacity may be Merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent in its individual capacity shall be a party, or any corporation to which substantially all the corporate trust business of the Escrow Agent in its individual capacity may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

10. The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Escrow Agreement, and no other or further duties or responsibilities shall be implied. The Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than outlined in the Agreement.

11. The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, unless caused by or arising out of its own gross negligence, bad faith, or willful misconduct.

12. The Escrow Agent shall be entitled to rely and shall be protected in acting in reliance upon any writing furnished to it by any party hereto in accordance with the terms hereof, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper or other document furnished to it by any party and believed by the Escrow Agent in good faith to be genuine and to have been signed by the proper party. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted in good faith on advice of such counsel.

13. Each party hereto, except the Escrow Agent, shall provide the Escrow Agent with their Tax Identification Number (TIN) as assigned by the Internal Revenue Service. All interest or other income earned under the Escrow Agreement shall be allocated and paid as provided herein and reported by the recipient to the Internal Revenue Service as having been so allocated and paid.

14. In the event of any disagreement between the parties hereto resulting in adverse claims and demands being made in connection with or against the Deposit, the Escrow Agent shall be entitled, at its option, to refuse to comply with the claims or demands of any party until such disagreement is finally resolved (in proceedings which the Escrow Agent or any other party may initiate), and in so doing the Escrow Agent shall not be or become liable to any party.

15. If any property subject hereto is at any time attached, garnished or levied upon, under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment

or decree shall be made or entered by any court affecting such property or any part thereof, then in any of such events, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree, which it believes is binding upon it, and if it complies with any such order, writ, judgment 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, even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

16 Both of the Seller and the Buyer agree that this Agreement does not vest title to the assets in the Fund in the Seller or the Buyer and that neither the Seller nor the Buyer shall have any right to such funds other than such parties' contractual rights under this Agreement and the Purchase Agreement.

17. The Escrow Agent hereby waives any and all rights to off set it may have against the Buyer, the Seller or any other person or entity with respect to an amount of the Fund.

18. This Agreement shall be construed, enforced and administered in accordance with the laws of the State of California.

IN WITNESS WHEREOF, we set our hands as of the day and year first above written.

**ESCROW AGENT:**

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

Title:

**BUYER:**

BY:\_\_\_\_\_.

**SELLER:**

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