

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Escrow Agreement”) made as of the 2nd day of February 2006, by and among JLA Media and Publishing, LLC (“Buyer”), Ruarch Associates, LLC (“Seller”) and Vail Pischke, Esq., and Bradley Pollack, Esq., hereinafter jointly the escrow agent (“Escrow Agent”).

RECITALS

A. Buyer and Seller have entered in to that certain Asset Purchase Agreement dated January 31, 2006, (the “Purchase Agreement”) pursuant to which Seller has agreed to sell and Buyer has agreed to purchase substantially all the assets used by Seller in the operation of Class A television stations WAZH-CA, WAZF-CA, WAZM-CA, WAZW-CA, and WAZT-CA, and low power television station WAZC-LP (the “**Stations**”);.

B. Pursuant to the Purchase Agreement, Buyer is required to deposit certain sums in escrow to secure its obligations under the Purchase Agreement.

C. The Escrow Agent has agreed to act as the agent and custodian for the Escrow Fund (as hereinafter defined) for the benefit of Seller and Buyer;

D. Capitalized terms herein shall have the same meaning as set forth in the Purchase Agreement, except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Escrow Agreement and the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 ESTABLISHMENT OF ESCROW

(a) **Appointment of Escrow Agent.** Seller and Buyer each hereby appoint the Escrow Agent to act as agent and custodian for the Escrow Fund for their respective benefit pursuant to the terms of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

(b) **Deposit of Funds.** Buyer shall delivered to Escrow Agent within ten (10) days of the execution of the Purchase Agreement, for the account and future potential benefit of Buyer and Seller, cash in the amount of FOUR HUNDREN THOUSAND DOLLARS (\$400,000.00) pursuant to Section 3.02(b) of the Purchase Agreement (the “Escrow Deposit”). Any interest or other amounts earned on the Escrow Deposit shall be referred to herein as the “Escrow Interest.” The Escrow Deposit and the Escrow Interest together shall be referred to herein as the “Escrow Fund”. The Escrow Fund shall be retained, managed and disbursed by the Escrow Agent subject to the terms and conditions of this Escrow Agreement.

(c) **Investment of Escrow Fund.** The Escrow Agent shall invest the Escrow Fund for the benefit of Buyer and Seller in an interest bearing escrow account in a federally insured financial institution.

ARTICLE 2
DISPOSITION OF ESCROW FUND

(a) **On the Closing Date.** Upon receipt by the Escrow Agent of a joint written directive from Seller and Buyer, the Escrow Agent shall immediately pay (i) the Escrow Deposit in immediately available funds to Seller and (ii) all Escrow Interest in immediately available funds to Buyer;

OR

(b) **Upon Final Court Order.** Within three business days following delivery to the Escrow Agent of an order, decree or judgment by a court of competent jurisdiction which has been finally affirmed on appeal or which, by lapse of time or otherwise, is not subject to appeal or review (a “Final Order”), Escrow Agent shall pay the Escrow Fund in the manner and amounts set forth in such order, decree or judgment;

OR

(c) **Upon Notice of Claim.** Upon Escrow Agent’s receipt from either Seller or Buyer (the “Claimant”) of a written notice (a “Demand”) that Claimant is entitled to all or a portion of the Escrow Fund and requesting delivery thereof in the manner set forth in the Demand, Escrow Agent shall promptly send a copy of the Demand to the party not making the Demand (the “Claimee”). If, within 10 days after the Claimee shall have been given a copy of such Demand from the Escrow Agent, the Escrow Agent shall not have received from the Claimee a written objection to the delivery demanded by the Claimant, then the Escrow Agent shall promptly deliver the portion of the Escrow Fund requested in the manner set forth in the Demand. If the Escrow Agent shall have received such an objection from the Claimee during such 10-day period, the Escrow Agent shall promptly send a copy thereof to the Claimant and shall continue to hold the Escrow Fund until receipt by Escrow Agent of (i) joint written notice signed by the Claimant and Claimee (“Joint Notice”), directing the disposition thereof or (ii) a Final Order, in which event the Escrow Agent shall, within three business days, cause the delivery of the Escrow Fund as provided in such Joint Notice or Final Order.

ARTICLE 3
RIGHTS AND DUTIES OF ESCROW AGENT

(a) **Duties; Reliance.** Escrow Agent undertakes to perform only such duties as are specifically set forth herein and may conclusively 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. Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof, excluding any of its own writings.

(b) **Resignation.** Escrow Agent 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 affect. Upon such notice, a successor escrow agent shall be appointed with the consent of both Buyer and Seller and the services of such successor escrow agent 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. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the resigning Escrow Agent shall be authorized to appoint its successor and shall continue to serve until its successor accepts the appointment by written notice to the parties hereto.

(c) **Limited Liability.** Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith in accordance with the advice of counsel (which counsel may be of Escrow Agent's own choosing and at Escrow Agent's sole expense) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or negligence.

(d) **Indemnification.** Buyer and Seller agree to indemnify Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder as a consequence of Buyer or Seller's action, and Buyer and Seller further agree to indemnify Escrow Agent and hold it harmless against any and all other liabilities incurred by either or both of them arising out of this Escrow Agreement, except in the case of liabilities resulting from misconduct or gross negligence by the Escrow Agent.

(e) **Reimbursement.** The Escrow Agent shall be reimbursed for reasonable expenses, disbursements and advances incurred or made in the performance of its duties hereunder. The payment of such expenses, disbursements and advances shall be borne by Buyer.

ARTICLE 4 **NOTICES**

All notices, requests, demands, and other communications which may be or are required to be given or made by any party to any other party pursuant to this Escrow Agreement shall be in writing and shall be delivered by first class, registered, certified or express mail, return receipt requested, postage prepaid, or if transmitted by telegram, hand-delivered or facsimile transmission, upon actual receipt, in any case, addressed as follows:

If to Seller:

Dr. Arthur D. Stamler
Managing Member
Ruarch Associates, LLC
123 East Court Street
Woodstock, VA 22664
(540) 459-8810 (tel.)

with a copy to:

Bradley Pollack, Esq.
148 N. Main Street
Woodstock, VA 22664
(540) 459-8600 (tel.)

If to Buyer:

The Reverend James L. Ahlemann
JLA Media and Publishing, LLC
P.O. Box 8
Highview, WV 26808
(540) 598-8601 (tel.)

with a copy to:

Vail Pischke, Esq.
2043 Reynolds Street
Falls Church, VA 22046
(703) 241-2272 (tel.)

If to Escrow Agent:

Bradley Pollack, Esq.
148 N. Main Street
Woodstock, VA 22664
(540) 459-8600 (tel.)

and

Vail Pischke, Esq.
2043 Reynolds Street
Falls Church, VA 22046
(703) 241-2272 (tel.)

or such other address or facsimile number as the respective addressee may indicate by written notice. Each notice, demand, request or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is intentionally refused by the individual named addressee upon presentation.

ARTICLE 5
TERMINATION

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

ARTICLE 6
MISCELLANEOUS

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the Commonwealth of Virginia.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

(c) The parties hereto may amend, modify and/or supplement this Escrow Agreement as they may mutually agree in writing.

(d) Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Escrow Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Escrow Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with law and public policy.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the date first above written.

SELLER:

RUARCH ASSOCIATES, LLC

By: _____
Arthur D. Stamler
Managing Member

BUYER:

JLA MEDIA AND PUBLISHING, LLC

By: _____
James L. Ahlemann
Managing Member

ESCROW AGENT

By: _____
Vail Pischke, Esq.

By: _____
Bradley Pollack, Esq.