

ESCROW AGREEMENT

This Agreement is made this 29th day of March, 2024, by and between Total Media Group, Inc., an Ohio corporation ("Purchaser"), Hometown Broadcasting of Portsmouth, Inc, and Hometown Broadcasting of Portsmouth 2, Inc., Ohio corporations ("Seller") and Warranty Title Agency, Inc. (the "Escrow Agent").

BACKGROUND INFORMATION

- A. Purchaser is purchasing certain radio stations, real estate, equipment, etc from Seller, located in Scioto County, Ohio and Kentucky.
- B. Purchaser and Seller agree that funds are to be held in escrow pending closing of the purchase and shall be applied toward the purchase price at closing.
- C. The Escrow Agent has agreed to act as Escrow Agent for the funds deposited with it by the Purchaser in accordance with the terms of this Agreement and the Purchase and Sale Agreement entered between Purchaser and Seller.

STATEMENT OF AGREEMENT

The parties hereby acknowledge the accuracy of the foregoing background information and hereby agree as follows:

§1. Deposit of Escrow Funds. The Buyer will deposit the earnest money with the Escrow Agent no later than three (3) days after this Escrow Agreement is signed at the Escrow Agent's office in Jackson, Ohio. Upon receipt of such funds from the Purchaser, the Escrow Agent shall notify Seller acknowledging that the Escrow Agent has received the funds from the Purchaser. Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall not have any duties or responsibilities with respect to or in connection with such funds until such funds have been received by the Escrow Agent.

§2. Disposition of Escrow Funds. The Escrow Agent shall deposit the funds delivered pursuant to §1 of this Agreement in the title agency's escrow account at a federally insured national bank and shall not distribute or disburse the Escrow Funds except upon written notice from Purchaser and Seller. If the Escrow Agent receives timely notice from the parties, within three (3) business days after receipt of said notice in compliance with this section, the Escrow Agent shall disburse the funds to Seller. If the Escrow Agent has not received notice from Purchaser and Seller in accordance with this section, the Escrow Funds shall be held until said Escrow Agent receives direction executed by Purchaser and Seller.

§3. Disputes. In the event of any dispute with respect to the disposition of the Escrow Funds, the Escrow Agent may, in its sole discretion, commence an action in interpleader and seek to deposit the Escrow Funds with the Court.

§4. Liability of Escrow Agent. The Escrow Agent shall have no liability whatsoever for any action taken by it in accordance with this Agreement or in accordance with the written order of the Court.

§5. Complete Agreement. This document contains the entire agreement among the parties regarding the disposition of the Escrow Funds and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or binding on any party unless made in writing and signed by each party to this Agreement.

§6. Successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, successors and assigns or each party to this Agreement.

§7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

PURCHASER:

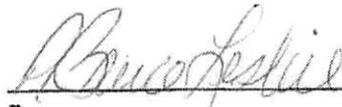
TOTAL MEDIA GROUP, INC.
Ohio corporation



Cora Willett, President

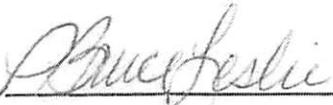
SELLER:

HOMETOWN BROADCASTING OF PORTSMOUTH, INC.
Ohio corporation



By:

HOMETOWN BROADCASTING OF PORTSMOUTH 2, INC.
Ohio corporation



By:



Warranty Title Agency, Inc.

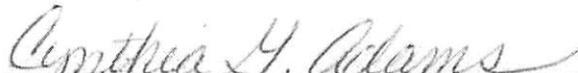
By: William S. Cole

Its: President

This Instrument Prepared By:

William S. Cole, Attorney at Law
COLE KIRBY & ASSOCIATES, LLC
227 East Main Street
Jackson, Ohio 45640

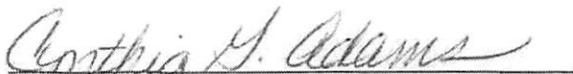
The foregoing document was acknowledged, subscribed, and sworn to before me on this 27th day of March, 2024, by Hometown Broadcasting of Portsmouth 2, Inc., an Ohio corporation, by and through Phillip Bruce Leslie, who first stated he is duly authorized to sign on behalf of the corporation, to be the free act and deed of said corporation, and to be the free act and deed of the said Phillip Bruce Leslie, President of said corporation.



NOTARY PUBLIC, KY, STATE AT LARGE
Notary ID # KYNP76429
Commission Expires: 7/25/2027

The foregoing document was acknowledged, subscribed, and sworn to before me this 27th day of March, 2024, by Hometown Broadcasting of Portsmouth, Inc., an Ohio corporation, by and through Phillip Bruce Leslie, who first stated he is duly authorized to sign on behalf of the corporation, to be the free act and deed of said corporation, and to be the free act and deed of said Phillip Bruce Leslie, President of said corporation.

NOTARY
PUBLIC



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