as if made on that date (except in any case that representations and warranties that expressly speak as of a specified date or time need only accurate in all material respects as of such specified date or time).

(b) Purchaser will have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or before the Closing.

(c) Seller will have received each of the following from Purchaser:

(i) a bill of sale and assignment and assumption agreement, in a form as reasonably agreed by Purchaser and Seller, duly executed by Purchaser (the "**Bill of Sale**");

(ii) an intellectual property assignment and assumption agreement, in a form reasonably agreed by Purchaser and Seller, duly executed by Purchaser (the "**IP Assignment Agreement**"); and

(iii) the Escrow Agreement, duly executed by Purchaser and the Escrow Agent.

(d) The FCC shall have granted the FCC Approval.

5.3 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Transactions will be subject to the satisfaction, or written waiver by Purchaser, at or before the Closing of each of the following conditions:

(a) The Specified Representations shall have been accurate in all respects as of the date of this Agreement and shall be accurate in all respects on and as of the Closing Date. Each of the other representations and warranties made by Seller and the Securityholders in this Agreement will be accurate in all material respects, in each case as of the date of this Agreement and at and as of the Closing Date as if made on that date (except in any case that representations and warranties that expressly speak as of a specified date or time need only be accurate or accurate in all material respects, as applicable, as of such specified date or time).

(b) Seller and the Securityholders will have performed and complied in all material respects with all other covenants, obligations and conditions of this Agreement required to be performed and complied with by Seller and the Securityholders at or before the Closing.

(c) No event or condition of any character that has had or is reasonably likely to have a Material Adverse Effect will have occurred since the date of this Agreement.

(d) Purchaser will have received each of the following from Seller:

(i) the Bill of Sale, duly executed by Seller;

(ii) the IP Assignment Agreement, duly executed by Seller;

(iii) an assignment of the FCC Licenses assigning to Purchaser the FCC Licenses;

(iv) the Escrow Agreement, duly executed by Seller;

(v) a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury in accordance with the requirements of the Treasury Regulations issued pursuant to Section 1445 of the Code, substantially in the form attached as Exhibit C hereto, stating that Seller is not a "foreign person" as defined in Section 1445 of the Code;

(vi) a completed and properly executed IRS Form W-9 from Seller;

(vii) a completed and properly executed IRS Form W-9 (or the appropriate version of IRS Form W-8 (as and if applicable)) from each Person to whom Seller requests that Purchaser make any payment pursuant to this Agreement;

(viii) evidence satisfactory to Purchaser of the requisite approval by Seller and the requisite stockholders of Seller, as required by applicable Legal Requirements and the Organizational Documents of Seller, of the sale of the Transferred Assets to Purchaser and the other Transactions;

(ix) a certificate dated as of the Closing Date, signed by the Secretary of Seller, certifying as to (i) an attached copy of the Organizational Documents of Seller and stating that such Organizational Documents have not been amended, modified, revoked or rescinded, (ii) an attached copy of the resolutions of the board of directors of Seller authorizing and approving the execution, delivery and performance of, and the consummation of, this Agreement and each Ancillary Document and the consummation of the Transactions and stating that such resolutions have not been amended, modified, revoked or rescinded and (iii) an attached copy of the resolutions of the stockholders of Seller authorizing and approving the execution, delivery and performance of, and the consummation of, this Agreement and each Ancillary Document and the consummation of the Transactions and stating that such resolutions have not been amended, modified, revoked or rescinded;

(x) good standing certificate of Seller and each Person in the Seller Group that holds any of the Transferred Assets from the Secretary of State (or equivalent body) of the jurisdiction of its incorporation or formation, as applicable, as well as any State in which Seller or any such Person in the Seller Group is qualified to do business;

(xi) the Payoff Letters and Transaction Expense Invoices;

(xii) the Consents set forth in Schedule 5.3(d)(xii) shall have been obtained, in a form reasonably acceptable to Purchaser;

(xiii) one or more CD ROMS or flash drive containing electronic copies of the data room as of the Closing;

(e) such bills of sale, endorsements, assignments and other documents as may (in the reasonable judgment of Purchaser) be necessary or appropriate to: (i) assign, convey, transfer and deliver to Purchaser good and valid title to the Transferred Assets free and clear of any Encumbrances other than Permitted Encumbrances; and (ii) otherwise facilitate the consummation or performance of any of the Transactions;

(f) The FCC shall have granted the FCC Approval; *provided*, if a petition to deny or other objection is filed against the FCC License Assignment Application, at Purchaser's election, the FCC shall have granted the FCC Approval and the FCC Approval shall have become a Final Order; and

(g) Seller shall have completed construction of the Stateline Replacement Station in accordance with the K24NS-D Permit, commenced broadcast operations of the Stateline Replacement Station and filed with the FCC a license to cover application.

SECTION 6. INDEMNIFICATION, ETC.

6.1 Survival of Representations; Exclusive Remedy.

(a) All representations and warranties of Seller, the Securityholders and Purchaser set forth in this Agreement shall expire on the first anniversary of the Closing (the "**Designated Date**"). If, at any time on or prior to the expiration of a representation or warranty, any Indemnitee (acting in good faith) delivers to Seller (who shall give and receive notices on behalf of the Securityholders), on the one hand, or Purchaser, on the other hand, as applicable, a Claim Notice (as defined in Section 6.5(b)) alleging the existence of an inaccuracy in or a breach of any of such representations or warranties and asserting a claim for recovery under Section 6.2 or Section 6.3 based on such inaccuracy or breach, then the claim asserted in such Claim Notice shall survive until such time as such claim is fully and finally resolved. All covenants of the Parties shall survive until performed.

(b) All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the consideration paid hereunder for Tax purposes, unless otherwise required by applicable Legal Requirements.

(c) Except in the case of Fraud, claims for indemnification, compensation and reimbursement brought in accordance with and subject to this Section 6, shall be the sole and exclusive remedy of any Indemnitee for monetary damages from and after the Closing with respect to this Agreement. Without limiting the generality of the foregoing, nothing contained in this Agreement shall limit the rights of any Indemnitee to seek or obtain injunctive relief or any other equitable remedy to which such Indemnitee is otherwise entitled. For the avoidance of doubt, the foregoing shall not limit the right of any Indemnitee to pursue remedies under any Ancillary Document. For avoidance of doubt, no Indemnitee shall be entitled to recover twice for the same Damages

6.2 Indemnification by Seller and the Securityholders. From and after the Closing, Seller and the Securityholders shall hold harmless and indemnify each of the Purchaser Indemnitees from and against, and shall compensate and reimburse each of the Purchaser Indemnitees for, any Damages that are suffered or incurred by any of the Purchaser Indemnitees or to which any of the Purchaser Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any Third-Party Claim) and that arise from or as a result of:

(a) any inaccuracy in or breach of any representation or warranty of Seller or any Securityholder set forth in this Agreement;

(b) any breach of any covenant or obligation of Seller or any Securityholder set forth in this Agreement;

(c) any Excluded Liability;

(d) any Liability for Excluded Taxes;

(e) any Liability to which Purchaser or any of the other Purchaser Indemnitees may become subject for any failure to comply with any bulk transfer law or similar Legal Requirement in connection with any of the Transactions;

(f) any Fraud on the part of Seller, any Securityholder or any Representative of Seller or any equityholder of Seller in connection with or relating directly or indirectly to (i) the negotiation, execution, delivery or performance of this Agreement and (ii) any of the Transactions; or

(g) any Legal Proceeding commenced by any Purchaser Indemnitee for the purpose of enforcing any of its rights under this Section 6.2 (to the extent such Purchaser Indemnitee is the prevailing party).

6.3 Indemnification by Purchaser. From and after the Closing, Purchaser shall hold harmless and indemnify each of the Seller Indemnitees from and against, and shall compensate and reimburse each of the Seller Indemnitees for, any Damages that are suffered or incurred by any of the Seller Indemnitees or to which any of the Purchaser Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any Third-Party Claim) and that arise from or as a result of:

(a) any inaccuracy in or breach of any representation or warranty of Purchaser set forth in this Agreement;

(b) any breach of any covenant or obligation of Purchaser set forth in this Agreement;

(c) any Assumed Liability;

(d) any Fraud on the part of Purchaser or any Representative of Purchaser in connection with or relating directly or indirectly to (i) the negotiation, execution, delivery or performance of this Agreement and (ii) any of the Transactions; or

(e) any Legal Proceeding commenced by any Seller Indemnitee for the purpose of enforcing any of its rights under this Section 6.3 (to the extent such Seller Indemnitee is the prevailing party).

6.4 Certain Limitations; Other Matters.

(a) Seller and the Securityholders shall not be required to indemnify any Purchaser Indemnitee pursuant to, and shall not have any liability under, Section 6.2(a), until the aggregate amount of all Damages for which the Seller and the Securityholders would, but for this Section 6.4(a), be liable under Section 6.2(a) exceeds on a cumulative basis an amount equal to $90,000 (the "**Deductible**"), in which case, Seller and the Securityholders shall be obligated to indemnify the Purchaser Indemnitees for only for such Damages in excess of the Deductible; *provided*, *however*, that the Deductible shall not apply to any Damages related to any inaccuracy or breach by Seller or any Securityholder of any Specified Representation or any claim based on Fraud.

(b) Except in the case of Fraud, recovery from the Indemnification Escrow Amount shall be the sole and exclusive source of recovery of the Purchaser Indemnitees with respect to a claim pursuant to Section 6.2(a) (it being understood that nothing in this Agreement shall prevent Purchaser from being able to seek recovery under the R&W Policy). Except in the case of Fraud, recovery from the Indemnity Escrow Amount and Special Escrow Amount shall be the sole and exclusive source of recovery

of the Purchaser Indemnitees with respect to a claim pursuant to Section 6.2(b), 6.2(c), and Section 6.2(g). For the avoidance of doubt, the Escrow Funds shall be available to satisfy any claims under Section 6.2.

(c) The obligations of Seller, on the one hand, and the Securityholders, on the other hand, under Section 6.2 shall be joint and several. Except in the event of Fraud or Exempt Claims, the liability of each Securityholder under Section 6.2 shall not exceed (i) such Securityholder's Pro Rata Percentage of the Damages or (ii) the portion of the Purchase Price payable to or received such Securityholder (before taking into account any Tax withholding). With respect to any Exempt Claims, only the breaching Securityholder shall have liability for his or its own breach.

(d) For purposes of calculating the amount of Damages in connection with any indemnifiable matter and for purposes of determining whether a breach has occurred, all qualifications and limitations as to materiality and words of similar import set forth in this Agreement will be disregarded; *provided*, *however*, that the foregoing materiality scrape shall not (A) affect any "knowledge" qualifiers, or (B) apply to limit the reference to "material" in Section 2.8(a)(xxi).

(e) No Purchaser Indemnitee will be entitled to indemnification under this Agreement for any Damages arising from a breach of any representation, warranty, covenant, or agreement set forth in this Agreement (and the amount of any Damages incurred in respect of such breach will not be included in the calculation of any limitations on indemnification set forth in this Agreement) to the extent that such Damages or Liability are included in the calculation of the Closing Consideration, as finally determined pursuant to Section 1.10.

(f) Seller will not be required to indemnify any Purchaser Indemnitee to the extent of any Damages that a court of competent jurisdiction has determined by final judgment to have resulted from Fraud of Purchaser.

(g) The administration of the release of the Indemnification Escrow Funds and the Special Escrow Funds will, subject to the procedures and limitations set forth in this Section 6, be subject to the terms and conditions of the Escrow Agreement.

(h) Each of Purchaser, on the one hand, and Seller, on the other hand, shall use commercially reasonable efforts to mitigate any Damages to the extent consistent with the common law doctrine of mitigation; *provided*, that (i) such mitigation is not detrimental in any material respect to Purchaser and its Affiliates, on the one hand, and Seller and its Affiliates, on the other hand, (ii) such mitigation does not require any Indemnitee to initiate any litigation or other adversarial Legal Proceedings and (iii) any costs of such mitigation shall be considered Damages hereunder; *provided*, *further*, that the failure to mitigate pursuant to the terms hereof shall only reduce the amount of recoverable Damages under this Agreement to the extent of the amount of Damages that would have been avoided by such required mitigation.

6.5 Indemnification Claims.

(a) Notice of Direct Claims. As soon as is reasonably practicable after any Indemnitee or any Party becomes aware of any event or condition that would reasonably be expected to result in Damages with respect to which any other Party (in each case as the case may be, an "**Indemnifying Party**") may become obligated to indemnify, defend, hold harmless, compensate, or reimburse any Indemnitee pursuant to this Section 6, such Person may give notice of such Claim (a "**Direct Claim Notice**") (i) if such Person is a Purchaser Indemnitee, to Seller, or (ii) if such Person is a Seller Indemnitee, to Purchaser. A Direct Claim Notice must (A) describe the Claim in reasonable detail; (B) identify whether such Claim

pertains to a representation and warranty, Fraud, breach of covenant or other item of indemnification; and (C) in good faith indicate the amount (estimated, if necessary and to the extent feasible) of Damages that have been or may reasonably be expected to be suffered by the Indemnitee (the "**Claimed Amount**").

(b) Notice of Third-Party Claims. In the event of the assertion of any Claim by any third-party Person with respect to which an Indemnifying Party may become obligated to indemnify, hold harmless, compensate, or reimburse any Indemnitee pursuant to this Section 6, or the commencement by any third-party Person of any Legal Proceeding (whether against a Party or any Indemnitee) with respect to which any Indemnifying Party may become obligated to indemnify, defend, compensate, or reimburse any Indemnitee pursuant to this Section 6 (each, a "**Third-Party Claim**"), the Indemnitee may provide the Indemnifying Party with prompt written notice (providing the same information as a Direct Claim Notice) of such Third-Party Claim (together with a Direct Claim Notice, a "**Claim Notice**").

(c) Failure to Deliver Notice. The delay or failure to provide such Claim Notice to the Indemnifying Party will not affect the rights or remedies of any Indemnitee to receive indemnification for Damages or alter or relieve the Indemnifying Party of its obligations to indemnify for Damages, unless (i) such Claim Notice is delivered after the expiration of the applicable survival period set forth in Section 6.1(a), or (ii) as a result of a material delay, the Indemnifying Party is materially prejudiced and only to the extent that the Indemnifying Party is actually materially prejudiced.

(d) Response to Claim Notice. During the 30-day period commencing upon the delivery to the Indemnifying Party of a Direct Claim Notice (the "**Dispute Period**"), the Indemnifying Party will deliver to the Indemnitee a written response (the "**Response Notice**") in which the Indemnifying Party: (i) agrees that the full Claimed Amount is owed to the Indemnitee; (ii) agrees, with reasonable specificity as to the reasons and amount, that part (but not all) of the Claimed Amount (the "**Agreed Amount**") is owed to the Indemnitee; or (iii) asserts that no part of the Claimed Amount is owed to the Indemnitee. Any part (or all) of the Claimed Amount that is not agreed by the Indemnifying Party to be owing to the Indemnitee pursuant to the Response Notice will be referred to as the "**Contested Amount**." If a Response Notice is not timely received by the Indemnitee prior to 5:00 p.m. (Mountain time) on the 30th day of the Dispute Period, then the Indemnifying Party will be conclusively deemed to have agreed that the full Claimed Amount is owed to the Indemnitee.

(e) Payment of Full Claimed Amount. If (i) the Indemnifying Party delivers a timely Response Notice agreeing that the full Claimed Amount is owed to the Indemnitee, or (ii) the Indemnifying Party does not deliver a timely Response Notice during the Dispute Period, then, subject to the limitations of this Section 6.4, (A) if a Purchaser Indemnitee is the Indemnitee, Purchaser and Seller will jointly instruct the Escrow Agent to, subject to the limitations set forth in Section 6.4, (1) disburse to the Indemnitee from the Indemnification Escrow Amount and/or the Special Escrow Amount, as applicable, cash in an amount equal to the Claimed Amount and (2) the Seller and the Securityholders will pay such Indemnitee any amount of the Claimed Amount that remains unpaid; or (B) if a Seller Indemnitee is the Indemnitee, Purchaser will pay to such Indemnitee cash in an amount equal to the Claimed Amount.

(f) Payment of Less Than Full Claimed Amount. If the Indemnifying Party delivers a timely Response Notice agreeing that less than the full Claimed Amount is owed to the Indemnitee, then, subject to the limitations of this Section 6, (i) if a Purchaser Indemnitee is the Indemnitee, subject to the limitations set forth in this Section 6.4, (A) Purchaser and Seller will jointly instruct the Escrow Agent to disburse to the Indemnitee from the Indemnification Escrow Amount and/or the Special Escrow Amount, as applicable, cash in an amount equal to the Agreed Amount, and (B) the Seller and the Securityholders will pay such Indemnitee any amount of the Agreed Amount that remains unpaid; or (ii) if a Seller

Indemnitee is the Indemnitee, Purchaser will pay to such Indemnitee cash in an amount equal to the Agreed Amount.

(g) Settlement of Contested Amount. If the Indemnifying Party delivers a timely Response Notice indicating that there is a Contested Amount, the Indemnifying Party and the Indemnitee will attempt in good faith to resolve the dispute related to the Contested Amount. If the Indemnifying Party and the Indemnitee resolve such dispute as to all or a portion of the Contested Amount (which mutually resolved amount will then become an Agreed Amount), then the Indemnifying Party and the Indemnitee will execute a written settlement agreement, and then, subject to the limitations of this Section 6.4, (i) if a Purchaser Indemnitee is the Indemnitee, (A) Purchaser and Seller willjointly instruct the Escrow Agent to disburse to the Indemnitee from the Indemnification Escrow Amount and/or the Special Escrow Amount, as applicable, cash in an amount equal to the Agreed Amount, and (B) the Seller and the Securityholders will pay such Indemnitee any amount of the Agreed Amount that remains unpaid; or (ii) if a Seller Indemnitee is the Indemnitee, Purchaser will pay to such Indemnitee cash in an amount equal to the Agreed Amount.

(h) Failure to Settle Contested Amount. If the Indemnifying Party and the Indemnitee are unable to resolve any part of the dispute relating to any Contested Amount during the 30-day period commencing upon the delivery of the Response Notice, then with respect to the remaining Contested Amount, either the Indemnitee or the Indemnifying Party may submit the dispute to a court of competent jurisdiction following the delivery of the Response Notice, and the remaining Contested Amount will only be payable upon the earlier of the agreement of Seller and Purchaser or entry of a final, non-appealable Order concerning the matter issued by a court of competent jurisdiction (a "**Final Award**"), and, subject to the limitations of Section 6.4, (i) if a Purchaser Indemnitee is the Indemnitee, (A) Purchaser and Seller will jointly instruct the Escrow Agent to disburse to the Indemnitee from the Indemnification Escrow Amount and/or the Special Escrow Amount, as applicable, cash in an amount equal to the amount of the Final Award, and (B) the Seller and the Securityholders will pay such Indemnitee any amount of the Final Award that remains unpaid; or (ii) if a Seller Indemnitee is the Indemnitee, Purchaser will pay to such Indemnitee cash in an amount equal to the amount of the Final Award.

6.6 Defense of Third Party Claims. The Indemnitee shall have the right, at its election, to proceed with the defense of a Third-Party Claim on its own; and the Indemnifying Party shall be entitled, at its expense, to participate in any defense of such claim or Legal Proceeding. If the Indemnitee so proceeds with the defense of any such claim or Legal Proceeding: (i) all reasonable fees and expenses relating to the defense of such claim or Legal Proceeding shall constitute Damages, subject to the limitations and other provisions in Section 6; (ii) the Indemnifying Party shall make available to the Indemnitee any documents and materials that the Indemnitee determines in good faith may be necessary to the defense of such claim or Legal Proceeding; and (iii) the Indemnitee shall have the right to settle, adjust or compromise such claim or Legal Proceeding; *provided, however,* that if the Indemnitee settles, adjusts or compromises any such claim or Legal Proceeding without the consent of the Indemnifying Party, such settlement, adjustment or compromise shall not be conclusive evidence of the amount of Damages incurred by the Indemnitee in connection with such claim or Legal Proceeding (it being understood that if the Indemnitee requests that the Indemnifying Party consent to a settlement, adjustment or compromise, the Indemnifying Party shall not unreasonably withhold, condition or delay such consent).

SECTION 7. TERMINATION.

7.1 Termination. At any time before the Closing, this Agreement may be terminated as follows:

(a) by mutual written consent of Purchaser and Seller;

(b) by either Seller or Purchaser, if the Closing will not have occurred on or before six (6) months following the date of this Agreement (the "**Termination Date**"), *provided, that*, if, on such date, the condition set forth in Section 5.3(f) shall not have been satisfied and all other conditions set forth in Section 5.1, Section 5.2 and Section 5.3 have been satisfied or waived (except for those conditions that by their nature are to be satisfied at the Closing), the Termination Date shall, without any action on the part of any Party, be extended to 5:00 pm (Mountain time) on the date that is 90 days following the Termination Date; *provided, further*, that the right to terminate this Agreement under this Section 7.1(b) will not be available to (i) Seller if it is in material breach of this Agreement and such breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date or (ii) Purchaser if it is in material breach of this Agreement and such breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date;

(c) by either Seller or Purchaser, if (i) there is a final non-appealable Order in effect preventing consummation of the Transactions or (ii) there is any Legal Requirement or Order enacted, promulgated or issued or deemed applicable to the Transactions by any Governmental Body that would make consummation of such Transactions illegal;

(d) by Purchaser, if Seller has breached any representation, warranty or covenant contained herein and (i) such breach has not been cured within 10 days after Purchaser's notice to Seller of such breach (except that no such cure period will be available or applicable to any such breach which by its nature cannot be cured) and (ii) if not cured at or before the Closing, such breach would result in the failure of any of the conditions set forth in Section 5.1 or Section 5.3 to be satisfied (except that the termination right under this Section 7.1(d) will not be available to Purchaser if Purchaser is at that time in material breach of this Agreement);

(e) by Seller, if Purchaser has breached any representation, warranty or covenant of that Purchaser contained herein and (1) such breach has not been cured within 30 days after Seller's notice to Purchaser of such breach (except that no such cure period will be available or applicable to any such breach which by its nature cannot be cured) and (2) if not cured at or before the Closing, such breach would result in the failure of any of the conditions set forth in Section 5.1 or Section 5.2 to be satisfied (except that the termination right under this Section 7.1(e) will not be available to Seller if Seller is at that time in material breach of this Agreement); or

(f) by Purchaser, if a Material Adverse Effect has occurred and is continuing.

Any Party desiring to terminate this Agreement pursuant to this Section 7.1 will give prompt notice of such termination to the other Party.

7.2 Effect of Termination. If this Agreement is terminated in accordance with Section 7.1, this Agreement will forthwith become void and there will be no liability or obligation on the part of Seller, Purchaser or their respective officers, directors, stockholders or Affiliates, except that each Party will remain liable for any willful breaches of this Agreement that occurred before its termination and that Section 4.7(d), this Section 7.2, Section 8 and Exhibit A will remain in full force and effect and survive any termination of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1 Fees and Expenses; Allocation of Consideration. Except as otherwise provided in this Agreement, each Party shall bear and pay all fees, costs and expenses (including legal fees, accounting fees and investment banking fees) that have been incurred or that are incurred by or on behalf of such Party in connection with the Transactions; *provided, that*, Purchaser and Seller shall each bear and pay 50% of the premiums, underwriting fees and other fees, costs or expenses payable in connection with the R&W Policy (the "**R&W Policy Fees**"). Seller and the Securityholders confirm that no portion of the Purchase Price will be distributed by Seller to any securityholder of Seller, other than the Securityholders.

8.2 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by electronic mail) to the address or electronic mail address set forth beneath the name of such Party below and, in the case of each of the Securityholders, to the address set forth on such Securityholder's signature page attached hereto (or to such other address or electronic mail address as such Party shall have specified in a written notice given to the other Parties):

if to Purchaser:

Pocket Outdoor Media, Inc.
4745 Walnut St., Unit A
Boulder, CO 80301
Attention: Ajay Gopal, CFO
Email: agopal@pocketoutdoormedia.com

with a copy (which shall not constitute notice) to:

Cooley LLP
1144 15th Street, Suite 2300
Denver, CO 80202
Attention: Laura Medina
Email: lmedina@cooley.com

if to Seller:

Outside Television, Inc.
33 Riverside Avenue
Suite 405
Westport, CT 06880
Attention: Mark A. Burchill
Email: mburchill@outsidetv.com

with a copy (which shall not constitute notice) to:

McCormick & O'Brien, LLP
9 East 40th Street
4th Floor
New York, NY 10016
Attention: Charles F. McCormick
Email: charles@mcoblaw.com

8.3 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

8.4 Counterparts and Exchanges by Electronic Transmission. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

8.5 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to Contracts executed in and to be performed entirely within such State. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of any Delaware State court, or Federal court of the United States of America, sitting within the State of Delaware, and any appellate court from any thereof, in any Legal Proceeding arising out of or relating to this Agreement, the agreements delivered in connection with this Agreement, or the Transactions, or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such Legal Proceeding except in such courts; (b) agrees that any claim in respect of any such Legal Proceeding may be heard and determined in such Delaware State court or, to the extent permitted by Legal Requirement, in such Federal court; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Legal Proceeding in any such Delaware State or Federal court; and (d) waives, to the fullest extent permitted by Legal Requirement, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in any such Delaware State or Federal court. Each of the Parties hereby agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Legal Requirement. Each of the Parties hereby irrevocably consents to service of process in the manner provided for notices in Section 8.2. Nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by applicable Legal Requirement.

8.6 Waiver of Jury Trial. Each of the Parties hereby irrevocably waives any and all right to trial by jury in any Legal Proceeding arising out of or related to this Agreement or the Transactions.

8.7 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Purchaser may freely assign any or all of its rights and obligations under this Agreement (including its indemnification rights under Section 6), in whole or in part, to any other Person without obtaining the consent or approval of any other Party; *provided, that*, such Person agrees in writing to be bound by the provisions of this Agreement. Neither Seller nor any Securityholder may assign its rights and obligations under this Agreement without obtaining the written consent of Purchaser.

8.8 Remedies Cumulative; Specific Performance. The rights and remedies of the Parties shall be cumulative (and not alternative). The Parties agree that, in the event of any breach or threatened breach by any Party of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other Party, such other Party shall be entitled (in addition to any other remedy that may be available to it) to (a) a decree or Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision and (b) an injunction restraining such breach or threatened breach. The Parties agree that no Party shall be required to provide any bond or other security in connection with any such decree, Order or injunction or in connection with any related Legal Proceeding.

8.9 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

8.10 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Seller expressly providing that such instrument is intended to be such an amendment, modification, alteration or supplement to this Agreement.

8.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

8.12 Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Agreement; *provided, however,* that, notwithstanding the foregoing, the Indemnitees shall be and are intended third-party beneficiaries of, and may enforce, Section 6.

8.13 Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the Parties relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof and thereof.

8.14 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement and the Exhibits to this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) The phrase "made available to Purchaser" or similar phrases used in this Agreement shall mean that true and correct copies of the subject document were posted to the electronic data room for this transaction at least three (3) Business Days prior to the Closing.

(e) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits and Schedules to this Agreement.

(f) The words "ordinary course" and "ordinary course of business" and similar phrases mean, with respect to the Seller Group, the usual and ordinary course of the Seller Group's business consistent with past custom and practice (including with respect to frequency, quantity and magnitude).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

PURCHASER:

POCKET OUTDOOR MEDIA, INC.

By: Robin Thurston

Name: Robin Thurston
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

PURCHASER:

POCKET OUTDOOR MEDIA, INC.

By: _____
Robin Thurston
Chief Executive Officer

SELLER:

OUTSIDE TELEVISION, INC.

By: _____
Name: MARK A. BURCHILL
Title: CEO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

SECURITYHOLDERS:

JOHN COONEY

By:_____
Name:
Title:

Address: 515 Arapahoe Avenue
Boulder, CO 80302

Email: jcooney@colorado.net

POWDR CORP

By:_____
Name:
Title:

Address:_____
_____
_____

Email: _____

JAMES MANLEY

By:_____
Name:
Title:

Address: Atlantic Pacific
One Dock Street
Stamford CT 06902

Email: jmanley@apcap.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

SECURITYHOLDERS:

JOHN COONEY

By:_____
Name:
Title:

Address: 515 Arapahoe Avenue
Boulder, CO 80302

Email: jcooney@colorado.net

POWDR CORP

By: DocuSigned by: _____
Name: Justin Sibley
Title: Co-President, Chief Administrative Officer

Address: 1794 Olympic Pkwy Blvd.
Suite 210
Park City, UT 84098

Email: legal@powdr.com

JAMES MANLEY

By:_____
Name:
Title:

Address: Atlantic Pacific
One Dock Street
Stamford CT 06902

Email: jmanley@apcap.com

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By:_____
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Title:

Address: 515 Arapahoe Avenue
Boulder, CO 80302

Email: jcooney@colorado.net

POWDR CORP

By:_____
Name:
Title:

Address:_____
_____
_____

Email: _____

JAMES MANLEY

By: James Manley
Name:
Title:

Address: Atlantic Pacific
One Dock Street
Stamford CT 06902

Email: jmanley@apcap.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

SECURITYHOLDERS:

MARIAH INVESTMENTS, LLC

By: _____
Name: Lawrence J. Burke
Title:

Address: 369 Montezuma Ave #111
Santa Fe, NM 87501

Email: lorenzo@outsideim.com

MOGUL NETWORK LLC

By: _____
Name:
Title:

Address: _____
_____
_____

Email: _____

LEONARD T. CONWAY

By: _____
Name:
Title:

Address: 912 Cole Street #263
San Francisco, CA 94117

Email: lnkco@aol.com

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MARIAH INVESTMENTS, LLC

By:_____
Name: Lawrence J. Burke
Title:

Address: 369 Montezuma Ave #111
Santa Fe, NM 87501

Email: lorenzo@outsideim.com

MOGUL NETWORK LLC

By: DocuSigned by: Colby Rollins 85F BEC7002AE494
Name: Colby Rollins
Cumming Investment Company, LC, a Wyoming limited liability company as Manager

Address: 148 Redmond St. Jackson, WY 83001

Email: colby@aicpvt.com

LEONARD T. CONWAY

By:_____
Name:
Title:

Address: 912 Cole Street #263
San Francisco, CA 94117

Email: lnkco@aol.com

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MARIAH INVESTMENTS, LLC

By:_____
Name: Lawrence J. Burke
Title:

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Santa Fe, NM 87501

Email: lorenzo@outsideim.com

MOGUL NETWORK LLC

By:_____
Name:
Title:

Address:_____
_____
_____

Email: _____

LEONARD T. CONWAY

By: Leonard T. Conway
Name:
Title:

Address: 912 Cole Street #263
San Francisco, CA 94117

Email: lnkco@aol.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

SECURITYHOLDERS:

MARK A. BURCHILL

By: Mark A Burchill

Name: MARK A. BURCHILL

Title: CEO

Address: 33 RIVERSIDE AVE
WESTPORT, CT 06880

Email: MBurchill@OUTSIDETV.COM

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A and the Disclosure Schedule):

Acquisition Transaction. "Acquisition Transaction" shall mean any transaction involving:

(a) the sale, license, disposition or acquisition of all or a material portion of the Business, or the Seller Group's equity or assets; or

(b) any merger, consolidation, business combination, reorganization or similar transaction involving the Seller Group.

Affiliate. "Affiliate" shall mean (a) with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person and (b) with respect to a natural person, also any Related Party of such natural person. As used in this definition, the word "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise; *provided* that any "beneficial owner" (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of 50% or more of the equity securities or voting securities will be deemed to control such other Person.

Ancillary Document. "Ancillary Document" shall mean any agreement, certificate or other document executed at or prior to the Closing in connection herewith.

Business. "Business" shall mean the business of the Seller Group as currently conducted and as conducted on the Closing Date.

Business Day. "Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banks in the State of New York are authorized or obligated to close.

CARES Act. "CARES Act" shall mean the Coronavirus Aid, Relief, and Economic Security Act, Public Law No: 116-136, as in effect on the date hereof.

Closing W/C. "Closing W/C" means W/C as of the Effective Time.

Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations of the Department of the Treasury promulgated thereunder, in each case as in effect from time to time.

Communications Act. "Communications Act" means the Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated under the foregoing, in each case, as in effect from time to time.

Confidential Information. "Confidential Information" shall mean and include all information included in the Business Records or relating to the Transferred Assets, the Assumed Liabilities or the Business and the existence and terms of this Agreement.

Consent. "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

Contract. "Contract" shall mean any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, certificate, warranty, proxy, insurance policy, benefit plan or commitment, arrangement or undertaking of any nature.

Control. "Control" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term "**Controlled**" shall have a correlative meaning.

Current Assets. "Current Assets" shall mean the current assets of Seller, as of the Effective Time, set forth in the general ledger accounts set forth on Schedule A-1, calculated in accordance with GAAP.

Current Liabilities. "Current Liabilities" shall mean the current liabilites of Seller, as of the Effective Time, set forth in the general ledger accounts set forth on Schedule A-2, calculated in accordance with GAAP.

Damages. "Damages" shall mean claims, liabilities, damages, Taxes, diminution of value, lost profits, payments, obligations, losses, costs and expenses (including reasonable attorneys' fees, court costs, expert witness fees, transcript costs and other expenses of litigation), settlements, awards and judgments (at law or in equity) of any nature, but shall not include exemplary or punitive damages unless such damages are part of any judgment or award against an Indemnitee in a Third-Party Claim.

Deferred Payroll Taxes. "Deferred Payroll Taxes" shall mean (a) any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) that Seller has elected to defer pursuant to Section 2302 of the CARES Act and (b) any payroll Tax obligations deferred pursuant to or in connection with the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any administrative or other guidance published with respect thereto by any Governmental Body (including IRS Notice 2020-65).

DOL. "DOL" shall mean the United States Department of Labor.

Effective Time. "Effective Time" shall mean such time as of immediately prior to the Closing.

Encumbrance. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

Environmental Law. "Environmental Law" shall mean any applicable federal, state, local or foreign Legal Requirement relating to pollution or protection of worker health or safety (with respect to exposure to Materials of Environmental Concern) or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any Legal Requirement relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

Escrow Amount. "Escrow Amount" shall mean the Special Escrow Amount and the Indemnification Escrow Amount, collectively.

Escrow Funds. "Escrow Funds" shall mean, as of any given time, the Special Escrow Funds and the Indemnification Escrow Funds, collectively.

Excluded Taxes. "Excluded Taxes" shall mean any (a) Taxes of the Seller Group (or any member, stockholder or Affiliate of the Seller Group), or for which the Seller Group (or any member, stockholder or Affiliate of the Seller Group) is or are liable, for any taxable period (including any Deferred Payroll Taxes) (b) to the extent not included in the preceding subpart (a), Taxes relating to the Business, the Transferred Assets or the Assumed Liabilities for any Pre-Closing Tax Period, (c) to the extent not included in the preceding subpart (a), all Taxes related to the Excluded Assets or Liabilities that are not Assumed Liabilities, in each case, for any taxable period; (d) other Taxes of the Seller Group (or any member, stockholders or Affiliate of the Seller Group) of any kind or description (including any Liability for Taxes of the Seller Group (or any member, stockholder or Affiliate of the Seller Group) that becomes a Liability of Purchaser under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Legal Requirement); (e) Taxes imposed on Purchaser as a result of the Parties' failure to comply with any bulk sales Legal Requirement and other similar Legal Requirements in any applicable jurisdiction in respect of the Transactions and (f) any Transfer Taxes borne by Seller pursuant to Section 1.11.

Exempt Claims. "Exempt Claims" shall mean, as to any Securityholder, a breach of covenant or obligation contained in this Agreement by such Securityholder.

FCC. "FCC" shall mean the United States Federal Communications Commission.

FCC Licenses. "FCC Licenses" shall mean the licenses, permits and other authorizations issued by the FCC to the Seller in connection with the conduct of the Business each of which is set forth on Part 2.9(d) of the Disclosure Schedule.

FCC License Assignment Application. "FCC License Assignment Application" means the FCC assignment application, which the Seller and Purchaser will join in and Purchaser will file with the FCC requesting its unconditional written consent to the assignment of the FCC Licenses from Seller to Purchaser.

FCC Approval. "FCC Approval" shall mean action by the FCC granting its consent and approval to the FCC License Assignment Application.

Final Order. "Final Order" shall mean an Order of the FCC with respect to which no appeal; no petition for re-hearing, reconsideration, or stay; no application for review; and no other administrative or judicial action contesting such consent or approval, is pending and as to which the time for filing any such appeal, petition, application or other action has expired or, if filed, has been denied, dismissed, or withdrawn and the time for instituting any further Legal Proceeding has expired.

FMLA. "FMLA" shall mean the Family Medical Leave Act of 1993, as amended.

Fraud. "Fraud" shall mean common law liability for actual fraud under Delaware law and does not include any other form of fraud or misrepresentation (whether constructive, reckless, negligent, or otherwise), in the making of a representation or warranty in this Agreement and the Person claiming fraud actually relied on such representation to its detriment.

GAAP. "GAAP" shall mean generally accepted accounting principles in the United States, consistently applied in accordance with Seller's past practices and policies.

Governmental Authorization. "Governmental Authorization" shall mean any: (a) permit, license, certificate, franchise, permission, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Body.

Governmental Body. "Governmental Body" shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal); or (d) self-regulatory organization (including the NASD).

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

ICT Infrastructure. "ICT Infrastructure" shall mean the information and communications technology infrastructure and systems (including software, hardware, firmware, networks and websites of Seller) that are used in the Business.

Indebtedness. "Indebtedness" shall mean both the current and long-term portions of any amount owed by the Seller Group, without duplication, in respect of (a) borrowed money, extensions of credit, purchase money financing and capitalized lease obligations or for the deferred purchase price of property or services, as well as any obligation or liability under any loan, grant or assistance provided by any Governmental Body, to the extent such loan, grant or assistance or such loan, grant or assistance is not otherwise eligible for forgiveness, including, for the avoidance of doubt, loans received under the CARES Act (including pursuant to the Paycheck Protection Program or the Economic Injury Disaster Loan Program), (b) all obligations for the reimbursement of any obligor for amounts drawn on any outstanding letters of credit, (c) all obligations evidenced by a note, bond, debenture or similar instrument, (d) all liabilities in respect of letters of credit, bankers' acceptances or surety bonds, but only to the extent that such Person has drawn and not returned such funds, and (e) all accrued and unpaid interest, fees, expenses, prepayment penalties or premiums on, or any guarantees or other contingent liabilities with respect to, any of the obligations referred to in the foregoing clauses (a) through (d); *provided, however,* that notwithstanding the foregoing, Indebtedness shall not be deemed to include any accounts payable incurred in the ordinary course of business except to the extent such amounts are included in clauses (a) through (d) above.

Indemnification Escrow Amount. "Indemnification Escrow Amount" shall mean an amount equal to $90,000.

Indemnification Escrow Funds. "Indemnification Escrow Funds" shall mean, as of any given time, the amount of funds remaining in the escrow account established pursuant to the Escrow Agreement to hold the Indemnification Escrow Amount.

Indemnitees. "Indemnitees" shall mean the Purchaser Indemnitees and the Seller Indemnitees, collectively.

Intellectual Property. "Intellectual Property" shall mean and include all algorithms, application programming interfaces, apparatus, circuit designs and assemblies, databases and data collections,

diagrams, formulae, gate arrays, IP cores, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, net lists, photomasks, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form including source code and executable or object code), subroutines, test results, test vectors, user interfaces, techniques, URLs, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing).

Intellectual Property Rights. "Intellectual Property Rights" shall mean and include all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above.

IRS. "IRS" shall mean the United States Internal Revenue Service.

Knowledge. An individual shall be deemed to have "Knowledge" of a particular fact or other matter if: (a) such individual is actually aware of such fact or other matter; or (b) a prudent individual would reasonably be expected to discover or otherwise become aware of such fact or other matter after reasonable inquiry of such Person's direct reports with respect to such fact or other matter that would typically be within the scope of such individual's regular duties. Seller shall be deemed to have "Knowledge" of a particular fact or other matter if Mark Burchill, Carmine Parisi, Jeff Dumais, Dennis Gillespie, Ryan Dadd or Rob Faris has Knowledge of such fact or other matter.

Legal Proceeding. "Legal Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

Legal Requirement. "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, order, award, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

Liability. "Liability" shall mean any and all liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable.

Material Adverse Effect. "Material Adverse Effect" shall mean any change, effect, circumstance of mater that, when taken individually or together with all other adverse changes, effects, circumstances or matters (whether or not constituting a breach of a representation, warranty, or covenant set forth in the definitive agreement), is or would reasonably be expected to have a material adverse effect on the business, assets, operations results of operations, or financial condition of the Seller Group taken as a whole; *provided, however*, that none of the following shall be deemed to constitute or shall be taken into account in determining whether there has been a Material Adverse Effect: (a) general economic or industry-wide conditions (unless such change or effect disproportionately impacts the Seller Group relative to other similar companies in its industry), (b) national or international political or economic conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment of

personnel of the United States, tariffs, trade wars or embargoes, (c) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) the occurrence, escalation or continuation of any epidemic, pandemic or disease outbreak, including COVID-19, or any quarantine, lockdown or other public health, social or business restriction or other limitation instituted in response thereto, (e) any earthquakes, hurricanes, floods, tsunamis and other natural disasters or other natural conditions or weather-related events, circumstances or developments, (f) any criminal activities, acts of terrorism or sabotage by third parties, labor strikes, civil unrest or protests, (g) changes in Legal Requirements, including GAAP, or the interpretation of Legal Requirements by any Governmental Body, (h) the public announcement of the definitive agreement or any of the Transactions, or (i) actions or omissions taken in furtherance of the consummation of this Agreement or the Transactions and expressly required by the terms of this Agreement.

Materials of Environmental Concern. "Materials of Environmental Concern" include chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products and any other substance that is now regulated by any Environmental Law.

Network. "Network" shall mean the cable television and over-the-top streaming network known as "Outdoor Television" as of the date hereof.

Order. "Order" shall mean any order, writ, injunction, judgment or decree.

Permitted Encumbrances. "Permitted Encumbrances" shall mean: (a) Encumbrances for Taxes that are not yet due and payable; (b) Encumbrances imposed by law and incurred in the ordinary course of business for obligations not yet due and payable; and (c) Encumbrances in respect of pledges or deposits under workers' compensation laws or similar legislation.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Personal Data. "Personal Data" shall mean data Processed by or on behalf of the Seller Group, in any form, that that relates to an identifiable natural person, including a natural person's name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, passport number, or customer or account number, or any other piece of information that allows the identification of a natural person. This definition shall include, without limitation, any information the Processing of which is subject to any applicable Legal Requirement relating to data privacy, security or confidentiality (e.g., "Personal Data," "Personal Information," "Personally Identifiable Information," etc.).

Pre-Closing Tax Period. "Pre-Closing Tax Period" shall mean any taxable year or period that ends on or before the Closing Date and, with respect to any Straddle Period, the portion of such taxable year or period ending on the Closing Date.

Pro Rata Percentage. "Pro Rata Percentage" shall mean, as to each Securityholder, the quotient of (a) the aggregate proceeds payable to such Securityholder in the Transaction in respect of any debt and equity securities held by such Securityholder *divided by* (b) the aggregate proceeds payable to all Securityholders in the Transaction in respect of any debt and equity securities held by the Securityholders as a group.

Programming. "Programming" shall mean all audio and or audio/visual programs, including all series of programs, and other programming material (including, without limitation, any of the foregoing in production or development) telecast, streamed or otherwise distributed, exhibited or performed via any manner or medium by or on behalf of the Seller Group, including without limitation, all Intellectual Property

Rights contained therein or related thereto and all rights and/or licensed granting to the Seller Group any rights with respect to any of the foregoing.

Purchaser Indemnitees. "Purchaser Indemnitees" shall mean (a) Purchaser; (b) Purchaser's current and future Affiliates; (c) the respective Representatives of the Persons referred to in clauses "(a)" and "(b)" above; and (d) the respective successors and assigns of the Persons referred to in clauses (a), (b) and (c) above.

R&W Policy. "R&W Policy" shall mean the representations and warranties insurance policy procured by Purchaser in connection with the Transactions.

Registered IP. "Registered IP" shall mean all Intellectual Property Rights that are registered, filed, or issued under the authority of any Governmental Body, including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing.

Representatives. "Representatives" shall mean officers, directors, employees, partners, agents, attorneys, accountants, advisors and other authorized representatives.

Securityholder Representations. "Securityholder Representations" shall mean the representations and warranties set forth in Section 2.18 (Securityholder Representations).

Seller Contract. "Seller Contract" shall mean any Contract: (a) to which a Person in the Seller Group is a party; (b) by which the Seller Group or any of their respective assets is bound or under which a Person in the Seller Group has any obligation; or (c) under which a Person in the Seller Group has any right or interest.

Seller Employee. "Seller Employee" shall mean any current employee, consultant or independent contractor of the Seller Group.

Seller Employee Agreement. "Seller Employee Agreement" shall mean any management, employment, severance, change in control, transaction bonus, consulting, relocation, repatriation or expatriation agreement or other Contract between a Person in the Seller Group and any Seller Employee, other than any such Contract that is terminable "at will" and without any obligation on the part of a member of the Seller Group to make any payments or provide any benefits in connection with termination of such Contract.

Seller Employee Plan. "Seller Employee Plan" shall mean any plan, program, policy, practice, Contract or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, and whether funded or unfunded, including each "employee benefit plan," within the meaning of Section 3(3) of ERISA (whether or not ERISA is applicable to such plan), that is or has been maintained, contributed to or required to be contributed to by a member of the Seller Group for the benefit of any Seller Employee, or with respect to which a member of the Seller Group has or may have any liability or obligation; *provided, however,* than a Seller Employee Agreement shall not be considered a "Seller Employee Plan."

Seller Group. "Seller Group" means Seller and its Subsidiaries. Unless the context expressly indicates to the contrary, each reference herein to the Seller Group constitutes a reference to the Seller and each other Person that is part of the Seller Group both conjunctively and disjunctively. Any reference herein to a "Person in the Seller Group" shall refer to the Seller and each of its Subsidiaries.

Seller Indemnitees. "Seller Indemnitees" shall mean (a) the Seller Group; (b) Seller's current and future Affiliates; (c) the respective Representatives of the Persons referred to in clauses (a) and (b) above; (d) the respective successors and assigns of the Persons referred to in clauses (a), (b) and (c) above and (e) the Securityholders.

Seller IP. "Seller IP" shall mean (a) all Seller Owned IP and (b) all other Intellectual Property Rights used in the Business.

Seller IP Contract. "Seller IP Contract" shall mean any Contract to which the Seller Group is a party or by which a Person in the Seller Group is bound, that contains any assignment or license of, or covenant not to assert or enforce, any Intellectual Property Right or that otherwise relates to any Seller IP or any Intellectual Property developed by, with, or for the Seller Group.

Seller Owned IP. "Seller Owned IP" means Intellectual Property Rights owned or purported to be owned by the Seller Group, or exclusively licensed by the Seller Group.

Seller Privacy Policy. "Seller Privacy Policy" shall mean each external or internal, past or present privacy policy of the Seller Group, including any policy relating to (a) the privacy of users of Seller Products or of any website or service operated or maintained by or on behalf of the Seller Group, (the collection, storage, disclosure, and transfer of any User Data or Personal Data), and (b) any employee information.

Seller Pension Plan. "Seller Pension Plan" shall mean any (a) Seller Employee Plan that is an "employee pension benefit plan," within the meaning of Section 3(2) of ERISA, or (b) other occupational pension plan, including any final salary or money purchase plan.

Seller Product. "Seller Product" shall mean any product or service designed, developed, manufactured, marketed, distributed, provided, licensed, or sold at any time by the Seller Group.

Seller Transaction Expenses. "Seller Transaction Expenses" shall mean (a) the fees and expenses of the Seller Group incurred in connection with the Transactions, and (b) the amount of severance or sale, change in control or similar bonuses payable to any service provider of the Seller Group that become payable prior to or as a result of the Transactions, and the employer portion of any payroll or employment Taxes incurred in connection with such amounts.

Special Escrow Amount. "Special Escrow Amount" shall mean an amount equal to $1,350,000.

Special Escrow Funds. "Special Escrow Funds" shall mean, as of any given time, the amount of funds remaining in the escrow account established pursuant to the Escrow Agreement to hold the Special Escrow Amount.

Specified Representations. "Specified Representations" shall mean the representations and warranties set forth in Section 2.1 (Corporate Status; Subsidiaries), Section 2.2 (Authorization and Enforceability; No Conflict), Section 2.17 (Financial Advisor) and Section 2.18 (Securityholder Representations).

Stations. "Stations" means the low power and Class A television broadcast stations owned and operated by the Seller Group pursuant to authorizations issued by the FCC.

Straddle Period. "Straddle Period" shall mean any taxable period that begins on or before but does not end on the Closing Date.

Subsidiary. An Entity shall be deemed to be a "Subsidiary" of another Person if such Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities of other interests in such Entity that is sufficient to enable such Person to elect at least a majority of the members of such Entity's board of directors or other governing body, or (b) a majority of the outstanding equity or financial interests of such Entity.

Tax. "Tax" shall mean any federal, state, local, or non-U.S. tax of any kind whatsoever including income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, escheat, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

Tax Representations. "Tax Representations" shall mean the representations and warranties set forth in Section 2.10.

Tax Return. "Tax Return" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

Tower. "Tower" shall mean any tower structure, and any improvement or fixture constituting a part of such tower structure.

Tower Interests. "Tower Interests" means the Towers and any easements and other rights and interests appurtenant thereto, owned or leased by the Seller Group, other than the Leased Real Property.

Transactions. "Transactions" shall mean the transactions and other matters contemplated by the Agreement.

Upfront Purchase Price. "Upfront Purchase Price" shall mean $18,000,000 in cash.

User Data. "User Data" shall mean any Personal Data or other data or information collected by or on behalf of the Seller Group from users of Seller Products or of any website or service operated or maintained by or on behalf of the Seller Group.

WARN Act. "WARN Act" shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Legal Requirement.

W/C. "W/C" means (a) Current Assets *minus* (b) Current Liabilities.

W/C Target. "W/C Target" means $3,400,000.

EXHIBIT B

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into and effective as of this ___ day of February, 2021 ("Closing Date"), by and among PNC Bank, National Association, a national banking association (the "Escrow Agent"), Pocket Outdoor Media, Inc., a Delaware corporation ("Purchaser"), and Outside Television, Inc., a Delaware corporation ("Seller", and together with Purchaser, sometimes referred to individually as "Party" and collectively as the "Parties"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Purchaser, Seller and certain other parties have entered into that certain Asset Purchase Agreement, dated February 22, 2021 (the "Asset Purchase Agreement"), pursuant to which Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of the right, title and interest of Seller in and to the Transferred Assets;

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser has agreed to deposit certain funds into an escrow account (the "Escrow Account") at the Closing by wire transfer of immediately available cash funds, with such funds to be held, invested and disbursed by the Escrow Agent in accordance with the terms and conditions of this Escrow Agreement; and

WHEREAS, the Parties desire to set forth their understandings with regard to the Escrow Account established by this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

1. Terms and Conditions.

1.1. Appointment of and Acceptance by Escrow Agent. Purchaser and Seller hereby appoint the Escrow Agent to serve as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to perform its duties as provided herein.

1.2. Establishment of Escrow. On the Closing Date, Purchaser will deposit (or cause to be deposited) into the Escrow Account pursuant to the wire instructions set forth on Schedule A hereto, in immediately available funds, (a) $90,000, representing the Indemnification Escrow Amount referred to in the Asset Purchase Agreement (such amount in deposit together with all interest and earnings thereon, and less any disbursements hereunder, the "Indemnification Escrow Funds"); and (b) $1,350,000, representing the Special Escrow Amount referred to in the Asset Purchase Agreement (such amount in deposit together with all interest and earnings thereon, and less any disbursements hereunder, the "Special Escrow Funds", and together with the Indemnification Escrow Funds, the "Escrow Funds". The Escrow Agent shall hold the Indemnification Escrow Funds and the Special Escrow Funds in separate and distinct accounts.

1.3. Disbursements of the Escrow Fund. The Escrow Agent shall only disburse amounts from the Escrow Fund as follows:

(a) Upon receipt of a Joint Written Direction with respect to the Escrow Fund, the Escrow Agent shall promptly after receipt of a Joint Written Direction, disburse all or part of the Escrow Fund in accordance with such Joint Written Direction. "Joint Written Direction" shall mean a written notification, in the form of Exhibit B hereto, delivered to the Escrow Agent and signed by an Authorized Representative of each of Purchaser and Seller (a list of whom are provided in Exhibit A-1 and Exhibit A-2).

(b) In the event that the Escrow Agent receives a copy of a final, non-appealable award or order of a court of competent jurisdiction or arbitrator or arbitration panel accompanied by a certificate of either Purchaser or Seller to the effect that such award or order is final and non-appealable and the written payment instruction to effectuate such award or order ("Final Order").

2. Provisions as to the Escrow Agent.

2.1. Limited Duties of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement that shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound by, deemed to have knowledge of, or have any obligation to determine, make inquiry into or consider, any term or provision of any agreement between Seller, Purchaser and/or any other third party or as to which the escrow relationship created by this Escrow Agreement relates, including without limitation the Asset Purchase Agreement or any other documents referenced in this Escrow Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent; provided, that, to the extent there exists a conflict between the terms and provisions of this Escrow Agreement and the Asset Purchase Agreement, solely as between Purchaser and Seller, the terms and provisions of the Asset Purchase Agreement will control.

2.2. Limitations on Liability of Escrow Agent.

(a) In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages 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 in which such damages are sought. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's fraud, gross negligence, bad faith or willful misconduct was the primary cause of any loss to either Party.

(b) Except in cases of the Escrow Agent's fraud, gross negligence, bad faith or willful misconduct, the Escrow Agent shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith provided by Seller or Purchaser with respect to such Party's information and believed in good faith by the Escrow Agent to be genuine, (ii) in reasonably assuming that any person purporting to give the Escrow Agent any of the foregoing in connection with either this Escrow Agreement or the Escrow Agent's duties has been duly authorized to do so and (iii) in acting act in good faith in accordance with the terms of this Escrow Agreement on the advice of a counsel retained by the Escrow Agent.

(c) The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Escrow Agreement except in the case of the Escrow Agent's fraud, gross negligence, bad faith or willful misconduct. The Escrow Agent shall be entitled to rely upon all bank and account information provided to the Escrow Agent by the applicable Authorized Representative of each of Purchaser and Seller set forth on Exhibit A-1 and Exhibit A-2. The Escrow Agent shall have no duty to verify or otherwise confirm any written wire transfer instructions except as set forth in Section 2.3 below, but it may do so in its discretion on any occasion without incurring any liability to any party for failing to do so on any other occasion. The Escrow Agent shall process all wire transfers based on bank identification and account numbers rather than the names of the intended recipient of the

funds. If such numbers pertain to a recipient other than the recipient identified in the payment instructions, the Escrow Agent shall notify Purchaser and Seller and await further instructions prior to processing such transfer. In connection with any payments that the Escrow Agent is instructed to make by wire transfer, the Escrow Agent shall not be liable for the acts or omissions of (i) Seller, Purchaser or other person providing such instructions, including without limitation errors as to the amount, bank information or bank account number; or (ii) any other person or entity, including without limitation any Federal Reserve Bank, any transmission or communications facility, any funds transfer system, any receiver or receiving depository financial institution, and no such person or entity shall be deemed to be an agent of the Escrow Agent. Any wire transfers of funds made by the Escrow Agent pursuant to this Escrow Agreement will be made subject to and in accordance with the Escrow Agent's usual and ordinary wire transfer procedures in effect from time to time.

(d) No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement (other than as a result of the Escrow Agent's fraud, willful misconduct, or bad faith under this Escrow Agreement). The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

(e) Purchaser and Seller understand and acknowledge that The PNC Financial Services Group, Inc., a Pennsylvania corporation ("PNC"), offers a diversified set of financial products and services, and may currently, or in the future, have relationships with parties whose interest may conflict with those of Purchaser or Seller.

2.3. Security Procedure For Funds Transfers. In the event a Joint Written Direction is delivered to the Escrow Agent, the Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by telephone call-back to one of an Authorized Representative specified on Exhibit A-1 or Exhibit A-2 at the telephone number specified for such authorized person on Exhibit A-1 or Exhibit A-2, as applicable ("Authorized Representative"). Once delivered to the Escrow Agent, Exhibit A-1 or Exhibit A-2 may be revised or rescinded only by a writing signed by an Authorized Representative of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit A-1 or Exhibit A-2 or a rescission of an existing Exhibit A-1 or Exhibit A-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the applicable Authorized Representative of each of Purchaser and Seller under this Escrow Agreement. Purchaser and Seller understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the above security procedure may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

2.4. Depository Role. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter.

2.5. No Duty to Notify. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited therewith unless such notice is explicitly provided for in this Escrow Agreement.

2.6. Other Relationships. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent and its affiliates, and any of their respective directors, officers or employees may become pecuniarily interested in any transaction in which any of the other parties hereto may be interested and may contract and lend money to any such party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent or its affiliates from acting in any other capacity for any such party.

2.7. Disputes. In the event of any disagreement between Purchaser and Seller, or between either of them and any other party, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any Party for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until directed by a Final Order or a Joint Written Direction.

2.8. Indemnification. Purchaser and Seller jointly and severally agree to defend, indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnitee") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, reasonable and documented out of pocket costs or expenses (including, without limitation, reasonable and documented out of pocket fees and expenses of outside counsel and experts and their staffs and all reasonable expense of document location, duplication and shipment) (collectively "Indemnitee Losses"), arising out of or in connection with (a) Escrow Agent's performance of this Agreement, except to the extent that such Indemnitee Losses are determined by a court of competent jurisdiction to have been caused by fraud, gross negligence, willful misconduct or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions from the Parties, whether joint or singular, received in accordance with this Agreement. The Parties hereby grant Escrow Agent a lien on and security interest in the Escrow Fund for the payment of any claim for indemnification, reasonable fees and expenses and amounts due to Escrow Agent or an Indemnitee. Notwithstanding the foregoing, solely as between Purchaser and Seller, any indemnity paid to any Indemnitee hereunder shall be borne by Purchaser and Seller, severally and not jointly, with 50% allocated to each. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.9. Mergers, Consolidations, Etc. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, in each case without the execution or filing of any instrument or paper or the performance of any further act (other than prompt due notice to Purchaser and Seller).

2.10. Resignation; Removal.

(a) The Escrow Agent may resign and be discharged from it duties and obligations at any time under this Escrow Agreement by providing thirty (30) days' prior written notice to Purchaser and Seller. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. Thereafter, the Escrow Agent shall have no further obligation except (i) to hold the Escrow Fund as depository and cooperate reasonably in the transfer of the Escrow Fund to a successor escrow agent, and (ii) for any liability for actions taken as

Escrow Agent hereunder prior to such succession. Purchaser and Seller shall promptly appoint a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Joint Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(b) Purchaser and Seller acting together shall have the right to terminate the appointment of the Escrow Agent upon thirty (30) days' joint written notice to the Escrow Agent specifying the date upon which such termination shall take effect. Thereafter, the Escrow Agent shall have no further obligation except to hold the Escrow Fund as depository and cooperate reasonably in the transfer of the Escrow Fund to a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Joint Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such termination is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(c) In the case of a resignation or removal of the Escrow Agent, the Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. The successor escrow agent appointed by Purchaser and Seller shall execute, acknowledge and deliver to the Escrow Agent and the other parties an instrument in writing accepting its appointment hereunder, and thereafter, the Escrow Agent shall deliver all of the then-remaining balance of the Escrow Fund, less any reasonable, documented out-of-pocket fees and expenses then incurred by and unpaid to the Escrow Agent, to such successor escrow agent in accordance with the Joint Written Direction of Purchaser and Seller and upon receipt of the Escrow Fund, the successor escrow agent shall be bound by all of the provisions of this Escrow Agreement.

2.11. Compensation of the Escrow Agent. The parties agree that upon the execution of this Escrow Agreement, Purchaser and Seller will pay the Escrow Agent as stated in the fee schedule attached hereto as Schedule B.

3. Tax Matters.

3.1. Purchaser shall be treated as the owner of the Escrow Fund for U.S. federal income tax purposes, and all interest or other income thereon, if any, shall be reported as having been earned by Purchaser, whether or not any such said income has been distributed during such year. The Escrow Agent shall timely report any such income to Purchaser and the IRS (and any other applicable taxing authority) on the appropriate IRS Form 1099 (or other appropriate form) as income earned from the Escrow Fund by Purchaser whether or not said income has been distributed during such year. The Parties shall duly complete such tax documentation or other procedural formalities necessary for the Escrow Agent to complete required tax reporting and for the relevant Party to receive payments hereunder without (or at a reduced rate of) withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify the Escrow Agent. The Escrow Agent shall withhold any taxes that are required to be withheld in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act, and shall timely remit such taxes to the appropriate authorities.

3.2. The Parties agree that any disbursement of the Escrow Fund to Seller pursuant to this Agreement will be treated for U.S. federal income tax purposes as consisting, in part, of imputed interest

to the extent required under the United States Internal Revenue Code and Treasury Regulations promulgated thereunder. Prior to any disbursement of the Escrow Fund to Seller pursuant to this Agreement, the Escrow Agent shall solicit from Purchaser, and Purchaser shall provide the Escrow Agent, a detailed schedule indicating the allocation of the disbursement amount from the Escrow Fund between (i) payment for the Transferred Assets, (ii) imputed interest to be reported on IRS Form 1099-INT or (iii) original issue discount to be reported on IRS Form 1099-OID. The Escrow Agent shall rely solely on such Purchaser provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information. The Escrow Agent will, in accordance with Purchaser's written instructions, file, print and mail information returns to persons or entities receiving disbursements pursuant to this Escrow Agreement and transmit withholding amounts, if any, as directed by the Purchaser.

4. Miscellaneous.

4.1. Disbursements. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

4.2. Permitted Investments. The Escrow Agent shall hold the Escrow Fund in a PNC Non-Interest Bearing Deposit Account.

4.3. Notices. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when delivered by electronic mail to the e-mail address given below, provided that written confirmation of receipt is obtained promptly from the recipient after completion of the electronic mail transmission.

If to the Escrow Agent:

PNC Bank, National Association
Attn: Lisa Kremers
Email: pncpaidadmin@pnc.com
Phone: 760.716.9811

If to Purchaser:

Pocket Outdoor Media, Inc.
4745 Walnut St., Unit A
Boulder, CO 80301
Attention: Ajay Gopal, CFO
Email: agopal@pocketoutdoormedia.com

with a copy (which shall not constitute notice) to:

Cooley LLP
1144 15th Street, Suite 2300
Denver, CO 80202
Attention: Laura Medina
Email: lmedina@cooley.com

If to Seller:

Outside Television, Inc.
33 Riverside Avenue
Suite 405
Westport, CT 06880
Attention: Mark A. Burchill
Email: mburchill@outsidetv.com

with a copy (which shall not constitute notice) to:

McCormick & O'Brien, LLP
9 East 40th Street, 4th Floor
New York, NY 10016
Email: charles@mcoblaw.com
Attention: Charles F. McCormick

In all cases, the Escrow Agent shall be entitled to rely on a copy or electronic transmission of any document with the same legal effect as if it were the original of such document. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The parties acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties assume such risks and acknowledge that the security procedures set forth herein are commercially reasonable.

4.4. Governing Law. This Escrow Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to principles of conflicts of law. The parties hereto consent to the exclusive jurisdiction of the state and federal courts sitting in the state of Delaware and consent to personal jurisdiction of and venue in such courts with respect to any and all matters or disputes arising out of this Escrow Agreement.

4.5. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

4.6. Assignment; Binding Effect. Neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns. Notwithstanding the foregoing, any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow agent business of the Escrow Agent may be transferred, shall be the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, in each case without the execution or filing of any instrument or paper or the performance of any further act (other than due notice to Purchaser and Seller).

4.7. Amendment and Waiver. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto. No course of conduct shall constitute a waiver of any terms or conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion.

4.8. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

4.9. Further Assurances. If at any time the Escrow Agent shall determine or be advised that any further agreements, assurances or other documents are reasonably necessary or desirable to carry out the provisions of this Escrow Agreement and the transactions contemplated by this Escrow Agreement, the parties shall execute and deliver any and all such agreements or other documents and do all things reasonably necessary or appropriate to carry out fully the provisions of this Escrow Agreement.

4.10. No Third Party Beneficiaries. This Escrow Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

4.11. Force Majeure. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, interruption or malfunctions of communications or power supplies, labor difficulties, actions of public authorities or other similar causes reasonably beyond its control, it being understood that the Escrow Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

4.12. Termination. This Escrow Agreement shall terminate upon the distribution by the Escrow Agent in accordance with this Escrow Agreement of all funds, equity and property held under this Escrow Agreement or upon the earlier Joint Written Direction.

4.13. Titles and Headings. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.14. Counterparts; Execution. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Escrow Agreement and agreements, certificates, instruments and documents entered into in connection herewith by electronic transmission (including Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Escrow Agreement or such agreements, certificates, instruments and documents.

4.15. Entire Agreement; Effect of Asset Purchase Agreement. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and Purchaser and Seller in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between Purchaser and Seller, or either of them, including, without limitation, the Asset Purchase Agreement, shall be considered

as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof. The parties hereto acknowledge and agree that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Asset Purchase Agreement, that all references in this Escrow Agreement to the Asset Purchase Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement. The Escrow Agent shall have no responsibility for, and is hereby relieved of all liability to Purchaser, Seller and all other persons and entities with respect to, the manner in which funds are applied or disbursed from the Escrow Account as directed by the Escrow Agent.

4.16. Procedures for Opening a New Account. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: in accordance with Section 326 of the USA Patriot Act, to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When a party opens an account, the Escrow Agent must obtain each party's name, address, date of birth (as applicable), taxpayer or other government identification number or other appropriate information that will allow the Escrow Agent to identify such party. The Escrow Agent may also ask to see each party's driver's license, passport or other identifying documents. For parties that are business or other legal entities, the Escrow Agent may require such documents as it deems necessary to confirm the legal existence of the entity. The Parties agree to provide all such information as the Escrow Agent may reasonably request in order to satisfy the requirements of the USA Patriot Act or any other regulatory requirements, and any policy or procedure implemented by the Escrow Agent to comply therewith.

4.17. Compliance with Laws. Purchaser hereby represents that (a) it is not a person that is the target of any sanctions program administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("Sanctioned Person"); (b) it is not directly or indirectly controlled by, or acting hereunder for or on behalf of, any Sanctioned Person; and (c) none of the funds used to make any payments contemplated under this Escrow Agreement are derived from any illegal activity.

4.18. Compliance with Court Orders. In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to the Escrow Fund, or the delivery thereof shall be stayed or enjoined by an order of a court of competent jurisdiction, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as the Escrow Agent

By:_____
Name:_____
Title:_____

POCKET OUTDOOR MEDIA, INC.

By:_____
Name:_____
Title:_____

OUTSIDE TELEVISION, INC.

By:_____
Name:_____
Title:_____