

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into this 16th day of December 2013, by and among Reach Communications, Inc., a Florida nonprofit corporation ("Seller"); Hall Communications, Inc., a Delaware corporation ("Buyer"); and Hadden & Associates, a Florida Corporation ("Escrow Agent").

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith by and between Seller and Buyer (the "Purchase Agreement"), Buyer has agreed to acquire from Seller, and Seller has agreed to sell to Buyer, the Assets (as defined in the Purchase Agreement), subject to the exclusions set forth in the Purchase Agreement, of FM translator station W244BJ, Frostproof, Florida (Facility ID # 138530).

WHEREAS, pursuant to the Purchase Agreement, Buyer has agreed to deposit the sum of Five Thousand Five Hundred Dollars (\$5,500.00) into escrow to be held by Escrow Agent pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I-DEPOSIT AND DISPOSITION OF ESCROWED FUNDS

Section 1.1 Escrowed Funds

(a) Immediately and concurrently with the execution of this Agreement, Buyer shall deliver to Escrow Agent, pursuant to the provisions of the Purchase Agreement, the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) (the "Escrowed Funds"), via a wire transfer to Escrow Agent's account as specified in wire instructions provided to Buyer by Escrow Agent.

(b) The Escrowed Funds shall be held by Escrow Agent for the benefit of Buyer and Seller as provided in this Agreement.

Section 1.2 Appointment of and Acceptance of Appointment as Escrow Agent.
Seller and Buyer hereby appoint Escrow Agent as Escrow Agent, and Escrow Agent hereby accepts its appointment as Escrow Agent with respect to the Escrowed Funds and agrees to hold and deliver the Escrowed Funds in accordance with the terms of this Agreement.

Section 1.3 Disbursement of the Escrowed Funds.

(a) On the Closing Date as set forth in the Purchase Agreement, and simultaneously with the performance by Buyer and Seller of their respective obligations

under the Purchase Agreement, Buyer and Seller jointly shall instruct Escrow Agent in writing to deliver the Escrowed Funds and any accrued interest to Seller as a portion of the Purchase Price. Interest earned on the Escrowed Funds, if any, shall belong to and be for the benefit of Seller.

(b) In the event that the transaction contemplated in the Purchase Agreement does not close as contemplated therein, Buyer and Seller shall jointly instruct Escrow Agent to disburse the Escrowed Funds and any interest accrued thereon in accordance with the Purchase Agreement.

(c) If Escrow Agent receives a written notice from either party stating that such party is entitled to the Escrowed Funds, Escrow Agent shall deliver or mail a copy thereof to the other party and, unless Escrow Agent has received a written notice of objection from other party within ten (10) business days after the effective date of such delivery or mailing, Escrow Agent shall deliver the Escrowed Funds together with any earnings thereon to the party who provided the written notice described herein. If Escrow Agent so receives a written notice of objection from the other, a controversy shall be deemed to have occurred, and Escrow Agent may proceed as provided in Section 2(b) hereof.

Section 1.4 Disbursement of the Escrow Amount in Accordance with Joint Instructions. Notwithstanding the above provisions, Escrow Agent, upon receipt of written instructions signed by both Seller and Buyer, shall disburse the Escrow Amount in accordance with such instructions.

Section 1.5 Location of Escrowed Funds. Escrow Agent shall hold the Escrowed Funds in an escrow account to be established at an FDIC-insured national bank, or as jointly directed by Seller and Buyer from time to time.

ARTICLE II - ESCROW AGENT

Section 2.1 Rights and Responsibilities of Escrow Agent.

(a) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Agreement and Escrow Agent shall not be subject to, or obligated to recognize, any other agreement between, or direction or instruction of, the parties to this Agreement, unless such agreement, direction or instruction is in writing and signed by both Buyer and Seller, and provided to Escrow Agent.

(b) If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, Escrow Agent will not be required to resolve the controversy or to take any action regarding it. Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Escrow Agent's discretion, Escrow Agent may reasonably require. In such event, Escrow Agent will not be liable for interest or damages. Furthermore, Escrow Agent, in its sole discretion, may file an action of interpleader

requiring the parties to answer and litigate any claims and rights among themselves. Escrow Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges and reasonable attorney fees incurred by Escrow Agent due to the interpleader action shall be paid one-half by Buyer and one-half by Seller, in each case jointly and severally. Upon initiating such action, Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Escrow Agent shall not be liable to any party for damages, losses, or expenses, except as a result of its negligence or willful misconduct. Escrow Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Escrow Agent shall in good faith believe to be genuine, nor will Escrow Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Escrow Agent may consult with legal counsel in connection with Escrow Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Escrow Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

(d) Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least 30 days' prior written notice to Seller and Buyer. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as Escrow Agent hereunder, except for liability arising in connection with its own negligence or willful misconduct. Upon their receipt of notice of resignation from Escrow Agent, Buyer and Seller shall use reasonable efforts jointly to designate a successor Escrow Agent. In the event Buyer and Seller do not agree upon a successor Escrow Agent within 30 days after the receipt of such notice, either Buyer or Seller may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than ten (10) days' prior written notice to Escrow Agent to terminate the appointment of Escrow Agent, or successor Escrow Agent, as Escrow Agent hereunder. Escrow Agent or successor Escrow Agent shall continue to act as Escrow Agent until a successor is appointed and qualified to act as Escrow Agent.

Section 2.2 Expenses of Escrow Agent. The Escrow Agent will not charge a fee for its services under this Agreement. Nonetheless, Escrow Agent shall be entitled to reimbursement for its reasonable expenses (including the reasonable fees and disbursements of its legal counsel) actually incurred by it in connection with its duties under this Agreement (the "Escrow Agent Expenses"), which expenses (if any) shall be invoiced by Escrow Agent to Buyer and Seller. Except as otherwise provided herein, all Escrow Agent Expenses shall be invoiced periodically by Escrow Agent and shall be an equally shared obligation of Buyer and Seller.

Section 2.3 Indemnification of Escrow Agent. The parties and their respective successors and assigns agree, jointly and severally, to indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter.

ARTICLE III - TERMINATION

This Escrow Agreement shall be terminated (i) upon disbursement of the Escrowed Funds by Escrow Agent, or (ii) by written mutual consent signed by all parties.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand or by e-mail, (b) on the next business day if being sent by recognized overnight delivery service, or (c) on the third business day after being mailed by first-class mail, postage prepaid, and in each case addressed as follows:

If to Seller:

Reach Communications, Inc.
2701 W. Cypress Creek Road
Ft. Lauderdale, FL 33309
Attn: James Taylor
JT@calvaryftl.org

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

Dawn M. Sciarrino, Esq.
Sciarrino & Shubert, PLLC
5425 Tree Line Drive
Centreville, VA 20120
dawn@sciarrinolaw.com

and to:

Paul R. Alfieri, Esq.
Paul R. Alfieri, PL
2401 W. Cypress Creek Road
Ft. Lauderdale, Florida 33309
paul@alfierilaw.com

If to Buyer:

Hall Communications, Inc.
1996 Auction Road
Manheim, Pennsylvania 17545
Attention: Arthur J. Rowbotham, President

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

Susan A. Marshall, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street
11th Floor
Arlington, Virginia 22209
marshall@fhhlaw.com

If to Escrow Agent:

Hadden & Assoc. Media Brokers
Attn: Doyle Hadden, Pres.
147 Eastpark Drive
Celebration, FL 34747
HADDENWS@aol.com

Any party by written notice to the other parties pursuant to this Section 4.1 may change the address or the name(s) of person(s) to whom notices or copies thereof shall be directed.

Section 4.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties.

Section 4.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Escrow Agent, Buyer and Seller.

Section 4.4 Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of

any other breach of, or failure to comply with, any other provision of this Agreement.

Section 4.5 Construction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. Unless otherwise stated, references to Sections are references to Sections of this Agreement.

Section 4.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Escrow Agent any rights or remedies under, or by reason of, this Agreement.

Section 4.7 Attorneys Fees/Costs of Suit. If either Buyer or Seller institutes a legal action against the other with respect to the Escrowed Funds, the prevailing party shall be entitled to its attorneys' fees and costs of suit, including the cost of any appeals.

Section 4.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

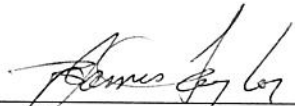
[Signature page follows]

Signature Page to Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

SELLER:

REACH COMMUNICATIONS, INC.

By: 
Name: James Taylor
Title: Agent

BUYER:

HALL COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

ESCROW AGENT:

HADDEN & ASSOCIATES

By: _____
Name: _____
Title: _____

Signature Page to Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

SELLER:

REACH COMMUNICATIONS, INC.

By: _____
Name:
Title:

BUYER:

HALL COMMUNICATIONS, INC.

By: William S. Reider
Name:
Title: EXEC - VP

ESCROW AGENT:

HADDEN & ASSOCIATES

By: _____
Name:
Title:

Signature Page to Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

SELLER:

REACH COMMUNICATIONS, INC.

By: _____
Name:
Title:

BUYER:

HALL COMMUNICATIONS, INC.

By: _____
Name:
Title:

ESCROW AGENT:

HADDEN & ASSOCIATES

By: Doyle Z. Hadden
Name: DOYLE HADDEN
Title: PRES.