

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made and entered into as of May 5<sup>th</sup>, 2004, by and among New Century Radio, Inc., an Alabama corporation ("Seller"); Joy Christian Communication, Inc. ("Buyer"); and Brett Wadsworth ("Escrow Agent"). Capitalized terms that are used but not defined herein shall have that meaning assigned to them in the Buy and Sell Agreement.

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Buy and Sell Agreement executed as of May 5<sup>th</sup>, 2004 ("the Buy/Sell"), providing for the purchase by Buyers of the WTID-AM Assets from Seller; and

Whereas Buyer has agreed to place \$25,000.00 in verified funds in escrow as earnest money and an additional \$175,000.00 in escrow to cover the total sale price of WTID-AM as described in the Buy/Sell Agreement. Both amounts are being placed with the escrow agent pending the closing of the Buy/Sell Agreement which is dependent on F.C.C. initial approval of the WTID-AM license transfer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth in the Buy/Sell Agreement and herein, Seller, Buyers and Escrow Agent agree as follows:

1. Seller and Buyers hereby establish this Escrow Agreement and mutually appoint Brett Wadsworth as escrow agent pursuant to the terms and conditions of the Buy/Sell Agreement. Escrow Agent hereby accepts this appointment.
2. Upon the execution of this Escrow Agreement by all parties hereto, Buyers shall deposit with Escrow Agent both checks totaling \$200,000.00.
3. Subject to the terms of this Agreement, Escrow Agent agrees to act as Escrow Agent and immediately upon receipt thereof, to use said Earnest Money Deposit, consistent with the terms of Buy/Sell Agreement. The Escrow Agent, subject to the terms of the Buy/Sell Agreement, shall release from Escrow the Earnest Money Deposit and balance due and deliver the same in accordance with one of the following notices:
  - A. If the closing of the transaction contemplated by the Buy/Sell Agreement occurs, Escrow Agent shall, upon mutual notice by Buyer

and Seller deliver the total of all funds to the Seller (\$200,000.00) in certified funds.

- B. If the closing of the transaction contemplated by the Buy/Sell Agreement does not occur due to a material breach of the Buy/Sell Agreement, Escrow Agent shall upon notice from seller, release the amount of \$25,000.00 to the Seller and the balance of \$175,000.00 to the Buyer.
  - C. If the closing of the transaction contemplated by the Buy/Sell Agreement does not occur due to any cause of event other than a material breach of the Buy/Sell Agreement, or if the Seller is in material breach of the Buy/Sell Agreement, Escrow Agent shall deliver all funds back to the Buyer.
- 4. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.
  - 5. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent may conclusively presume that the undersigned representatives of Seller or Buyers individually have full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.
  - 6. Except for its gross negligence or willful misconduct, Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Escrow Agreement. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.
  - 7. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date upon which such resignation shall take effect, whereupon a successor Escrow Agent shall be appointed by Seller and Buyers.
  - 8. Escrow Agent shall be entitled to be reimbursed for all losses, liabilities or expense, including reasonable attorneys' fees, incurred or made by it arising out of or in connection with its entering into this Escrow Agreement or carrying out its duties hereunder, but shall receive no compensation for its services.

9. Escrow Agent shall be entitled to be reimbursed for all losses, liabilities or expense, including reasonable attorneys' fees, incurred or made by it arising out of or in connection with its entering into this Escrow Agreement or carrying out its duties hereunder, but shall receive no compensation for its services.
10. This Escrow Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among parties hereto except this Escrow Agreement.
11. This Escrow Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, assigns and legal representatives. This Escrow Agreement shall be governed by and construed in accordance with the laws of Alabama. This Escrow Agreement cannot be modified, amended or terminated except in writing signed by Seller, Buyers and Escrow Agent.
12. All notice and other communications under this Escrow Agreement shall be in writing and shall be given (and shall be deemed to have been duly given if so given) in the manner specified in the Buy/Sell Agreement, if to Seller or the Buyers, at the addresses specified therein (and with the copies), and if to the Escrow Agent at:

Brett Wadsworth  
P.O. Box 2446  
Jasper, AL 35501  
Phone: 205-295-1001  
Fax: 205-295-1005

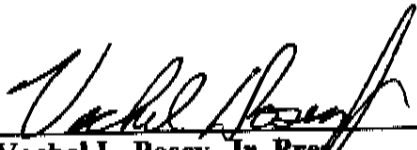
Or to such other person or address as any of the parties hereto shall Specify by notice in writing to all the other parties hereto.

13. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

This **Escrow Agreement** has been executed on this the 5<sup>th</sup> day of May, 2004.

**Accepted and agreed to this  
5<sup>th</sup> day of May, 2004**

**SELLER**

By:   
Vachel L. Posey, Jr. Pres.  
New Century Radio, Inc.

**Accepted and agreed to this  
5<sup>th</sup> day of May, 2004**

**BUYER**

By:   
Ed Smith, Pres.  
Joy Christian Communications, Inc.

**Accepted and agreed to this  
5<sup>th</sup> day of May, 2004**

**ESCROW AGENT**

By:   
Brett Wadsworth

Swore to and subscribed before me this 5<sup>th</sup> day of May, 2004.

Cynthia R. Walsworth  
Notary Public  
M.C.E. 11/14/07

