

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this 21 day of June, 2013, by and among Cross Hill Communications, LLC ("Cross Hill"); Channel 61 Associates, LLC ("Channel 61") (each a "Party" and together the "Parties"); and Fletcher Heald & Hildreth, P.L.C., a Virginia Professional Limited Liability Company, as escrow agent ("Escrow Agent").

WITNESSETH:

WHEREAS, Cross Hill and Channel 61 have entered into an Asset Purchase Agreement (the "APA"), dated June 21, 2013, providing for the acquisition by Cross Hill from Channel 61 of the FCC license and other authorizations and assets of Station WNMN(TV), Saranac Lake, New York (the "Transaction"); and

WHEREAS, the Parties desire Escrow Agent to hold, and Escrow Agent is willing to hold, in escrow a certain amount provided by Cross Hill as a Deposit toward the Purchase Price.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties and Escrow Agent, intending to be legally bound, hereby agree as follows:

1. **DEPOSIT.** Escrow Agent hereby acknowledges that Cross Hill has deposited with Escrow Agent the sum of Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) (the "Deposit") as contemplated by Section 1.2(a) of the APA. Escrow Agent will deposit the Deposit into a federally insured bank account (the "Escrow Account"). The Deposit will be held in accordance with the terms of this Escrow Agreement and will be released by Escrow Agent only as provided for under this Escrow Agreement and/or the APA. The Parties acknowledge and agree that all interest earned on sums deposited in the Escrow Account is required to be paid over to charitable organizations pursuant to requirements of the Bar of the Commonwealth of Virginia; and consequently, and no interest will be paid to either of the Parties.

2. RELEASE FROM ESCROW

2.1. **Release.** The Escrow Agent will retain the Deposit and will release the funds only upon receipt of, and pursuant to directions contained in, (i) joint written instructions executed by Cross Hill and Channel 61 or (ii) a final order of a court of competent jurisdiction. At the Closing of the Transaction, Escrow Agent may distribute the balance in the Escrow Account pursuant to joint written instructions or otherwise to Cross Hill. Escrow Agent will in no event be required to resolve any controversy concerning the Deposit or to take any action concerning any such controversy. Upon termination of the escrow provided for herein, Cross Hill

and Channel 61 each agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to validate Escrow Agent's release of the Deposit.

2.2. Joint Instructions. Cross Hill and Channel 61 agree to execute and deliver to the Escrow Agent joint written instructions, as contemplated by Section 2.1 above, so as to effectuate fully the provisions of the APA concerning the disposition of the Deposit from time to time prior to and at the Closing or other termination of the APA.

3. ESCROW AGENT'S OBLIGATIONS

3.1. Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Parties specifying a date not less than thirty (30) days after the giving of such notice when such resignation will take effect. Promptly after such notice, a successor Escrow Agent will be appointed by mutual agreement of Cross Hill and Channel 61, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Cross Hill and Channel 61 are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent will be entitled to appoint its own successor, which may be another law firm or a bank or other financial institution. The Escrow Agent will continue to serve as Escrow Agent until its successor has assumed in writing the Escrow Agent's obligations hereunder and has received the Deposit. Cross Hill and Channel 61 may mutually agree at any time to substitute any successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.2. Performance.

3.2.1. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent will not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by it of any kind other than willful misconduct or gross negligence. The Escrow Agent will be entitled to rely, and will be protected in doing so, upon (i) any written notice, instrument, or signature believed by it in good faith to be genuine and to have been signed or presented by the proper Party or Parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent will have no responsibility for the accuracy of the content of any writing submitted to it hereunder and will be entitled in good faith to rely on such writing without any liability based on the content thereof. The Escrow Agent will also not be liable for any failure of the institution in which the Deposit is held.

3.2.2. In the event of any dispute relating to the right of possession or the disposition of the Deposit, the Escrow Agent will retain dominion and control over the Deposit

until such dispute has either been settled by mutual agreement of Cross Hill and Channel 61 with notice thereof to Escrow Agent or pursuant to a final order of a court of competent jurisdiction, whereupon the Deposit will be paid in accordance with such mutual agreement of the Parties or such final order. If a dispute relating to the right of possession or the disposition of the Deposit is taken to a court of competent jurisdiction, the Escrow Agent reserves the right to institute an interpleader action as set forth in Section 3.4 below. It is contemplated and agreed that the Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent will be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the resolution thereof as provided in Section 3.4. In no event will Escrow Agent be under any duty to institute or defend any such proceeding, nor will Escrow Agent be required under any circumstances to take any action requested by Cross Hill or Channel 61 until indemnified to Escrow Agent's reasonable satisfaction by the Party or Parties requesting such action.

3.3. Indemnification. Cross Hill and Channel 61, jointly and severally, agree to indemnify the Escrow Agent and hold Escrow Agent harmless against any and all liabilities incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from Escrow Agent's willful misconduct or gross negligence. As between Cross Hill and Channel 61, each Party will be responsible for the payment of one-half of any such liabilities.

3.4. Interpleader. If, at any time prior to the termination of this Escrow Agreement as provided herein, either Cross Hill or Channel 61 should make demand upon or file suit against the Escrow Agent to obtain possession of the Deposit, the Escrow Agent will be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, it may answer by way of interpleader and name Cross Hill and Channel 61 (or either of them) as additional parties to such action. Escrow Agent may tender the Deposit into such court for determination of the respective rights of Cross Hill and Channel 61 thereto. Upon such tender, the Escrow Agent will be entitled to receive from Cross Hill and Channel 61 Escrow Agent's reasonable attorneys' fees and expenses incurred in connection with said interpleader action. As between Cross Hill and Channel 61, such fees, expenses and other sums will be paid by the Party which fails to prevail in the proceedings brought in a court of competent jurisdiction or alternative dispute resolution forum to determine the appropriate distribution of the Deposit or, in the case of a claim against the Deposit by a third party claiming by or through Cross Hill or Channel 61, by the Party through or on whose behalf the claim is lodged. If and when the Escrow Agent so interpleads such Parties, or either of them, and delivers the Deposit to the clerk of the court, all of its duties will cease, and it will have no further obligations hereunder. Nothing herein will prejudice any other right or remedy of the Escrow Agent.

3.5. Discharge by Delivery. After the Escrow Agent has delivered the Deposit pursuant to the terms of this Escrow Agreement, the Escrow Agent will have discharged all of its

obligations hereunder; and neither Cross Hill nor Channel 61 will thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

3.6. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the APA, the terms and provisions of this Escrow Agreement will control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the APA will control as to the respective rights, duties, obligations and liabilities of Cross Hill and Channel 61.

4. MISCELLANEOUS.

4.1. Assignment. Except as may be provided in the Asset Purchase Agreement and in Section 3.1 of this Escrow Agreement (with respect to Escrow Agent), no Party may assign or delegate its rights and obligations hereunder without the prior written consent of the other Parties.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted heirs, successors, and assigns of the Parties.

4.3. Notices. All notices, demands or other communications given hereunder will be in writing and will be sufficiently given if delivered by hand; by overnight courier (as of the day after the date of sending); or on the third day after having been sent by registered or certified first-class mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as either Party or Escrow Agent may specify from time to time.:

If to Cross Hill:	Cross Hill Communications, LLC 75 Newport Rd., Suite 210 New London, NH 03257-5467 Attention: John O'Connor
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If to Channel 61:	Channel 61 Associates, LLC 4321 Brittany Lane Sarasota, FL 34233-3702 Attention: Gary Clarke
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If to Escrow Agent:	Fletcher, Heald & Hildreth, P.L.C. 1300 North 17 th Street, 11 th Floor Arlington, Virginia 22209-3801 Attention: Peter Tannenwald
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4.4. Other Documents. The Parties and Escrow Agent agree to execute such other documents as may be necessary or desirable to the implementation and consummation of this Agreement.

4.5. Further Assurances. The Parties each pledge to the others that they will take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their respective obligations under this Agreement.

4.6. Separate Counsel. The Parties have consulted with and sought advice from separate counsel, apart from Escrow Agent, in connection with the negotiation and preparation of this Agreement and their respective rights and duties under this Agreement.

4.7. Counterparts. This Agreement may be executed in any number of counterparts, and by either Party or Escrow Agent on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement will be treated as original signatures.

4.8. Headings. The headings of the Articles, Sections and paragraphs of this Escrow Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit, or describe the scope of this Escrow Agreement or the intent of any Section or Paragraph.

4.9. Entire Agreement. Subject to Section 3.6 above, this Escrow Agreement constitutes the entire agreement and understanding of the Parties relating to the matters provided for herein and supersedes any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

4.10. Amendment. This Escrow Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties and Escrow Agent.

4.11. Waivers. No waiver of any provision of this Escrow Agreement will be effective unless in writing and signed by the Party or Parties waiving such provision. No waiver of any right or waiver of any obligation will constitute a waiver of any other or similar right or obligation, and no failure to enforce any right or obligation under this Escrow Agreement will preclude or affect the later enforcement of such right or obligation.

4.12. Severability. In the event that any one or more of the provisions contained in this Escrow Agreement or in any other instrument referred to herein, are, for any reason, held

to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Escrow Agreement or any other such instrument, and this Escrow Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

4.13. Governing Law. This Escrow Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Virginia, including all matters of constitution, validity and performance, but not its choice of laws principles. For purpose of venue, this Escrow Agreement will be deemed to be performed in Arlington, Virginia.

4.14. Attorneys' Fees. Should any Party institute any action or proceeding at law or in equity to enforce any provision of this Escrow Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Escrow Agreement, or otherwise in connection with this Escrow Agreement, or any provision hereof, the prevailing Party will be entitled to recover from the losing Party or Parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing Party in such action or proceeding. In the event some but not all of the claims are awarded to both Parties, such that each Party could be considered to be the prevailing Party, the payment of reasonable attorneys' fees and other expenses incurred in connection with the proceedings will be prorated between the Parties according to the division of the awarded claims.

4.15. Continuing Effect. This Escrow Agreement will remain in full force and effect until the Escrow Agent has delivered the Deposit and any monies and earnings thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof.

4.16 Conflict Waiver. All Parties acknowledge that the Escrow Agent has an attorney-client relationship with Cross Hill and is acting as an escrow agent as an accommodation to both Parties. Channel 61 acknowledges the potential for conflict of interest but specifically waives any claim or right to make a claim that the Escrow Agent is or would be prohibited from performing legal services for Cross Hill by virtue of (i) its service as Escrow Agent; (ii) the fact that Escrow Agent has learned facts about the Parties in its capacity as Escrow Agent; or (iii) the fact that Escrow Agent, by virtue of its role as fiduciary for Cross Hill and Channel 61 with respect to the Deposit, could therefore be held to have a conflict of interest. Cross Hill and Channel 61 each agree that information conveyed to the Escrow Agent during the course and scope of Escrow Agent's duties, as Escrow Agent only, will not be considered confidential by Cross Hill or Channel 61.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered as of the date first written above.

CROSS HILL COMMUNICATIONS, LLC

By: John O'Connell
Name: John O'Connell
Title: Manager

CHANNEL 61, LLC

By: Marie Smith Cox, Executor
Name: For: Floyd L. Cox
Title: _____


Escrow Agent:

FLETCHER, HEALD & HILDRETH, P.L.C.


By: Peter Tannenwald
Peter Tannenwald
A Member of the Firm

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CROSS HILL COMMUNICATIONS, LLC

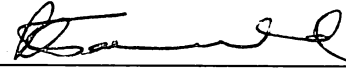
By: 
Name: John O'Connell
Title: Manager

CHANNEL 61, LLC

By: 
Name: Donald J. McHone
Title: Member - Channel 61 LLC

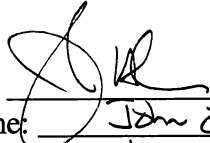
Escrow Agent:

FLETCHER, HEALD & HILDRETH, P.L.C.

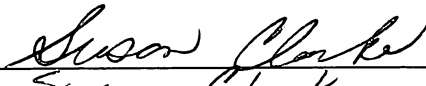
By: 
Peter Tannenwald
A Member of the Firm

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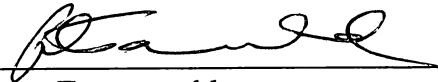
By: 
Name: John D. Carr
Title: Manager

CHANNEL 61, LLC

By: 
Name: Susan Clarke
Title: Managing Member

Escrow Agent:

FLETCHER, HEALD & HILDRETH, P.L.C.

By: 
Peter Tannenwald
A Member of the Firm