

ESCROW MONEY DEPOSIT AGREEMENT

This Escrow Agreement (this “Agreement”) is made and entered into as of April 24, 2018, by and among FRC of Alabama, LLC dba Focus Radio Communications, an Alabama Limited Liability Company (“Seller”) and Red Mountain Broadcasting, LLC an Alabama Limited Liability Company (“Buyer”), and Richard E. Dick, Esq., Dick and Miller, PC, Huntsville, Alabama (the “Escrow Agent”).

RECITALS

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of April 24, 2018 (the “Purchase Agreement”), under which Seller will assign and otherwise convey to Buyer certain assets associated with FM translator radio station W225AH, (FCC ID No. 142692), Huntsville, Alabama (the “Station”) and certain assets used and useful in the operation of the Station on the terms and subject to the conditions set forth therein; and

WHEREAS, Seller and Buyer desire Escrow Agent to serve as Escrow Agent for certain monies to be held to secure Buyer’s performance under the Purchase Agreement, and Escrow Agent is willing to do so, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, on the basis of the mutual promises and covenants set forth herein, it is agreed as follows:

ARTICLE I DELIVERY OF ESCROW FUND

1.1 Upon the execution of this Escrow Agreement, Buyer will deliver to Escrow Agent the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) (the “Escrow Fund”) by cash, certified or bank cashier’s check or by wire transfer of funds.

1.2 The Escrow Fund shall be held as security on the terms and subject to the limitations set forth herein for the performance of Buyer’s obligations pursuant to the Purchase Agreement, and shall be released by the Escrow Agent in accordance with the terms and conditions hereinafter set forth.

ARTICLE II MAINTENANCE AND DISTRIBUTION OF ESCROW FUND

2.1 During the term of this Agreement, the Escrow Agent shall, at the written direction of Buyer and Seller, deposit the Escrow Fund. Buyer and Seller hereby direct the Escrow Agent to deposit the amount of the Escrow Fund in The Trust Account of Dick and Miller, PC, Richard E. Dick, Esq., 101 Lowe Avenue – Suite 2A, Huntsville, AL, 35801..

The Buyer and Seller recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to the deposit of moneys held in the Escrow Account. Interest and other earnings shall be added to the Escrow Account.

2.2 At the time and place of the Closing under the Purchase Agreement, and simultaneously with the performance by Buyer and Seller of their respective obligations under the Purchase Agreement, Buyer and Seller shall instruct the Escrow Agent to pay the Escrow Fund to Seller in partial payment of the Purchase Price as contemplated by the Purchase Agreement.

2.3 On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Seller (with evidence of service of such notice on Buyer) that the Purchase Agreement has been terminated due to Buyer's material breach of the Purchase Agreement ("Seller's Notice"), Escrow Agent shall deliver the Escrow Fund to Seller by certified or bank cashier's check or wire transfer; provided, however, that Escrow Agent shall make no such payment if Buyer, prior to the expiration of the aforesaid 30-day period, has provided written notice to Escrow Agent and Seller of its countervailing claim to the Escrow Fund or otherwise claims that Seller is not entitled to the Escrow Fund ("Buyer's Rebuttal Notice").

2.4 On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Buyer (with evidence of service of such notice on Seller) that the Purchase Agreement has been terminated by Buyer's for any reason permitted in the Purchase Agreement ("Buyer's Notice"), Escrow Agent shall deliver the Escrow Fund to Buyer by certified or bank cashier's check or wire transfer; provided, however, that Escrow Agent shall make no such payment if Seller, prior to the expiration of the aforesaid 30-day period, has provided written notice to Escrow Agent and Buyer of its countervailing claim to the Escrow Fund or otherwise claims that Buyer is not entitled to the Escrow Fund ("Seller's Rebuttal Notice").

2.5 After timely receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer's Rebuttal Notice, Escrow Agent shall not deliver the Escrow Fund until such time as Escrow Agent receives: (a) a written agreement signed by Seller and Buyer providing instructions as to the disposition of the Escrow Fund, or (b) a certified copy of a court order or judgment from a court of competent jurisdiction which has become final (meaning that the order or judgment is no longer subject to appeal to or review by a court of competent jurisdiction) with respect to the disposition of the Escrow Fund. Escrow Agent shall deliver the Escrow Fund and any interest earned thereon in accordance with said agreement, order or judgment. Notwithstanding the foregoing, after receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer's Rebuttal Notice, Escrow Agent may: (a) deposit the Escrow Fund with any court which

has properly assumed jurisdiction of any dispute hereunder, or (b) commence an action in interpleader in any court of competent jurisdiction and deposit the Escrow Fund.

2.6 Notwithstanding any other provision of this Escrow Agreement, Escrow Agent shall, upon receipt of written instructions signed by Seller and Buyer, deliver the Escrow Fund to the party or parties named in such instruction.

ARTICLE III GENERAL PROVISIONS

3.1 This Escrow Agreement shall become effective as of the date hereof and shall continue in force until the final delivery of the Escrow Fund by Escrow Agent pursuant to the terms of this Escrow Agreement. This Agreement shall then terminate and the Escrow Agent shall be discharged of all responsibility hereunder.

3.2 All notices, demands or other communications required or permitted by this Escrow Agreement shall be in writing and shall be: (a) delivered personally, (b) sent, charges prepaid, by nationally recognized overnight delivery service, or (c) by facsimile transmission, to all of the following persons at the specified addresses or facsimile transmission phone number (or at such other address or facsimile transmission phone number as any party may designate in writing to the other parties):

If to Seller, to:

FRC of Alabama, LLC
1108 Woodmont Avenue, SE
Huntsville, AL 35801

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

Richard J. Hayes, Jr.
Attorney at Law
27 Water's Edge Drive
Lincolnton, Maine 04846

If to Buyer, to:

Red Mountain Broadcasting, LLC
PO Box 70937
Tuscaloosa, AL 35407

To Escrow Agent:

Dick and Miller, PC
Richard E. Dick, Esq.
101 Lowe Avenue – Suite 2A
Huntsville, AL, 35801..

A copy of any notice of communication given by any party to any other party hereto shall be given at the same time to every party to this Escrow Agreement. Each notice, demand or other communication which shall be delivered or sent in the manner described above shall be deemed effective for all purposes at such time it is actually delivered to the addressee (with the delivery receipt or the affidavit of messenger or facsimile confirmation sheet being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

3.3 In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement, except where its acts are the result of its own negligence or willful misconduct. The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless in writing received by it and signed by Buyer and Seller. No right, duty or obligations of the Escrow Agent hereunder shall be changed or modified without the Escrow Agent's prior written consent.

3.4 The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it in connection herewith, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained, which it reasonably believes to be genuine and what it purports to be.

3.5 In the event that the Escrow Agent shall find it necessary to consult with counsel of its own choosing in connection with this Escrow Agreement, the Escrow Agent shall not incur any liability for any action taken in accordance with such advice. Buyer and Seller, jointly and severally, shall indemnify and hold harmless the Escrow Agent for any liability, loss, claim or damage incurred by the Escrow Agent in connection with this Escrow Agreement, including any claims by third parties, unless such liability, loss, claim or damage is a result of Escrow Agent's own negligence or willful misconduct. This indemnification shall survive termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

3.6 The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to both Buyer and Seller, such resignation to be effective on the date specified in such notice. Any assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation shall be delivered to a Successor Escrow Agent designated in writing by both Buyer and Seller. If the other parties hereto have failed to appoint a successor prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Escrow Agent may petition any court of

competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

3.7 The Escrow Agent shall have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any provision which may be contained herein, and shall be under no obligation to invest the deposited funds or the income generated thereby until it has received a Form W-9 or W-8, as applicable, from the Buyer and the Seller, regardless of whether such party is exempt from reporting or withholding requirements under the Internal Revenue Code.

3.8 The Escrow Agent shall, in the event that (a) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (b) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets.

3.9 Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

3.10 Intentionally Left Blank.

3.11 Escrow Agent is not a party to, and is not bound by, any agreement which may be evidenced by, or arise out, the foregoing instructions, other than as expressly set forth herein. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto, conflict or are inconsistent with any of the provisions of this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and control in all respects.

3.12 The Escrow Agent shall be paid a fee for serving as Escrow Agent. Seller and Buyer shall each pay one-half of Escrow Agent's out of pocket expenses it incurs for acting as Escrow Agent hereunder subsequent to the date of this Escrow Agreement in administering this Escrow Agreement, including without limitation legal fees, wire charges, postage, long distance calls and express mail, which fees and expenses shall be in accordance with its customary fee schedule. Buyer and Seller agree that Escrow Agent may withdraw the escrow fees and expenses from the Escrow Fund on a quarterly basis from time to time; provided, however, that Escrow Agent notify both Buyer and Seller on no less than a quarterly basis of the amount of such escrow fees and expenses imposed during the prior period. Within ten (10)

business days of the release of the Escrow Fund in accordance with this Agreement, whoever of Buyer and Seller who had paid or incurred less than one-half of Escrow Agent's expenses shall reimburse the other so that each of Seller and Buyer fulfill their obligation to pay one-half of such fees and expenses.

3.13 In the event that Buyer or Seller files a lawsuit or institutes other formal legal action against the other (including any counterclaim to a lawsuit filed by the other party) to enforce its right to the Escrow Funds under this Agreement, the prevailing party shall be reimbursed by the other party (either Seller or Buyer, as the case may be) for all expenses incurred therewith, including reasonable attorneys' fees.

3.14 Capitalized terms used herein and not defined herein or otherwise conventionally capitalized shall have the meanings ascribed thereto in the Purchase Agreement.

3.15 This Escrow Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

3.16 This Escrow Agreement sets forth the entire agreement between Seller, Buyer and Escrow Agent and supersedes any and all prior and contemporaneous agreements and understandings with respect to the escrow of funds under the Purchase Agreement.

3.17 The construction and performance of this Escrow Agreement shall be governed by the laws of the State of Alabama without giving effect to the choice of law provisions thereof. Any action brought pursuant to this Escrow Agreement must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction and venue in, the state and Federal courts of general jurisdiction located in _____ County, Alabama.

3.18 This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

3.19 All signatories to this Escrow Agreement warrant that they have full and complete authority to enter into this Escrow Agreement and to sign this Escrow Agreement on behalf of themselves and/or the entity on whose behalf they are signing.

SIGNATURE PAGE TO DEPOSIT ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

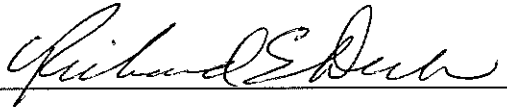
**FRC of Alabama, LLC dba Focus Radio
Communications**

By: _____
FRED HOLLAND, MANAGING MEMBER

RED MOUNTAIN BROADCASTING, LLC

By: _____
MARK SNOW, MANAGING MEMBER

ESCROW AGENT

BY: 
RICHARD E. DICK, ESQ.

SIGNATURE PAGE TO DEPOSIT ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**FRC of Alabama, LLC dba Focus Radio
Communications**

By: 
FRED HOLLAND, MANAGING MEMBER

RED MOUNTAIN BROADCASTING, LLC

By: _____
MARK SNOW, MANAGING MEMBER

ESCROW AGENT

By: _____

Escrow Agent

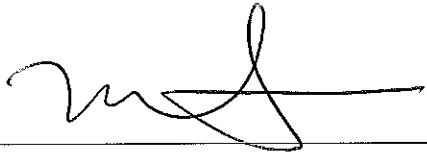
SIGNATURE PAGE TO DEPOSIT ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**FRC of Alabama, LLC dba Focus Radio
Communications**

By: _____
FRED HOLLAND, MANAGING MEMBER

RED MOUNTAIN BROADCASTING, LLC

By:  _____
MARK SNOW, MANAGING MEMBER

ESCROW AGENT

By: _____

Escrow Agent