

FCC Form 314  
Section II, Question No. 3  
Acme Television Licenses of Oregon, LLC  
Section III, Question No. 3  
Tribune Denver Radio, Inc.  
January 2003

**EXHIBIT 4C**

**ESCROW AGREEMENT**

DEPOSIT ESCROW AGREEMENT

**DEPOSIT ESCROW AGREEMENT** (this "Agreement"), dated as of December 27, 2002, by and among Tribune Broadcasting Company, a Delaware corporation ("TBC"), Tribune Denver Radio, Inc., a Delaware corporation ("Tribune Denver" and together with TBC, "Buyer"), ACME Television of Oregon, LLC, a Delaware limited liability company ("ACME Oregon"), ACME Television Licenses of Oregon, LLC, a Delaware limited liability company ("ACME Oregon Licenses"), ACME Television, LLC, a Delaware limited liability company ("ACME TV"), ACME Communications, Inc., a Delaware corporation ("Parent" and together with the foregoing ACME entities collectively, the "ACME Entities"), and Bank One, National Association, a national banking association, as escrow agent (the "Escrow Agent").

**WHEREAS**, concurrently herewith, TBC, Parent and ACME TV have entered into a Stock Purchase Agreement (the "KPLR Stock Purchase Agreement"), dated as of the date of this Agreement, pursuant to which TBC has agreed to purchase from ACME TV all of the issued and outstanding shares of capital stock of ACME Television Holdings of Missouri, Inc. which, directly and through its subsidiaries, is engaged in the business of owning and operating television broadcast station KPLR-TV, Channel 11 in St. Louis, Missouri (such transaction being the "KPLR Purchase");

**WHEREAS**, also concurrently herewith, TBC, Tribune Denver Radio, ACME Oregon, ACME Oregon Licenses and Parent have entered into an Asset Purchase Agreement (the "KWBP Asset Purchase Agreement"), dated as of the date of this Agreement, pursuant to which TBC and Tribune Denver have agreed to purchase from ACME Oregon and ACME Oregon Licenses substantially all of the asset, properties and business relating to television broadcast station KWBP-TV, Channel 32 in Portland, Oregon (such transaction being the "KWBP Purchase");

**WHEREAS**, pursuant to each of the KWBP Asset Purchase Agreement and the KPLR Stock Purchase Agreement, the ACME Entities and Buyer have agreed to establish an escrow account to secure the respective obligations of TBC and Tribune Denver under the KWBP Asset Purchase Agreement and TBC under the KPLR Stock Purchase Agreement; and

**WHEREAS**, Buyer and the ACME Entities have requested that the Escrow Agent have custody of the Escrowed Amount (as hereinafter defined) in accordance with and subject to the terms of this Agreement and the Escrow Agent desires to hold, invest and distribute the Escrowed Amount pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, Buyer, the ACME Entities and the Escrow Agent (collectively, the "parties") hereby agree as follows:

1. Appointment. Buyer and the ACME Entities nominate, constitute and appoint Bank One, National Association as escrow agent to hold the Escrowed Amount (as hereinafter defined) in escrow upon the terms and conditions hereinafter set forth.

2. Agreement of Escrow Agent. The Escrow Agent hereby agrees to act as escrow agent in accordance with the terms, conditions and instructions contained in this Agreement.

3. Deposit of the Escrowed Amount. At the direction and on behalf of the ACME Entities, Buyer shall within two (2) business days of the date hereof deliver to the Escrow Agent the sum of \$1,000,000 in cash, \$500,000 of which is to secure TBC's obligations under the KPLR Stock Purchase Agreement (the "KPLR Escrowed Amount") and \$500,000 of which is to secure TBC's and Tribune Denver's respective obligations under the KWBP Asset Purchase Agreement (the "KWBP Escrowed Amount") and together with the KPLR Escrowed Amount, the "Escrowed Amount"), to be held in escrow and invested and distributed in accordance with the terms and conditions hereinafter set forth. The Escrow Agent hereby agrees to establish and maintain a separate account for each of the KPLR Escrowed Amount and the KWBP Escrowed Amount (the account for the KPLR Escrowed Amount being the "KPLR Escrow Account" and the account for the KWBP Escrowed Amount being the "KWBP Escrow Account" and together with the KPLR Escrowed Account, the "Escrow Account").

4. Disposition of Escrowed Amount.

(a) Payment of Escrowed Funds to Sellers at Closing. At the closings of the transactions contemplated by the KWBP Asset Purchase Agreement (the "KWBP Closing") and the transactions contemplated by the KPLR Stock Purchase Agreement (the "KPLR Closing") and together with the KWBP Closing, the "Closings"), Buyer and the ACME Entities shall send to the Escrow Agent telecopied joint written instructions executed by Buyer and the ACME Entities authorizing the Escrow Agent to, and the Escrow Agent shall, (i) deliver the KWBP Escrowed Amount to ACME Oregon and ACME Oregon Licenses, as contemplated by the KWBP Asset Purchase Agreement, as a credit against the Purchase Price (as defined in the KWBP Asset Purchase Agreement), (ii) deliver the KPLR Escrowed Amount to ACME TV, as contemplated by the KPLR Stock Purchase Agreement, as a credit against the Purchase Price (as defined in the KPLR Stock Purchase Agreement) and (iii) deliver the interest income earned on the Escrowed Amount to Buyer. The Escrow Agent shall promptly comply with such joint instructions.

(b) Failure to Close. Provided that each of the conditions in Section 11.3(iii) in the KWBP Asset Purchase Agreement and Section 12.3(iii) of the KPLR Stock Purchase Agreement have been satisfied, the ACME Entities may deliver written notice (the "ACME Entities' Termination Notice") to Buyer and the Escrow Agent that, pursuant to Section 11.3(iii) of the KWBP Asset Purchase Agreement and Section 12.3(iii) of the KPLR Stock Purchase Agreement, respectively, the ACME Oregon and ACME Oregon Licenses, collectively, are entitled to the KWBP Escrowed Amount and fifty percent (50%) of the interest income earned thereon and ACME TV is entitled to the KPLR Escrowed Amount and fifty percent (50%) of the interest income earned thereon. The ACME Entities' Termination Notice shall specify the basis upon which the ACME Entities claim entitlement to the Escrowed Amount and such interest

income, if any. If Buyer does not deliver to the ACME Entities and the Escrow Agent a written objection to the ACME Entities' Termination Notice specifying the basis upon which it objects to the ACME Entities' entitlement to the Escrowed Amount and such interest income within four (4) business days after receipt of the ACME Entities' Termination Notice, then the Escrow Agent shall deliver (i) the KWBP Escrowed Amount and fifty percent (50%) of the interest income earned thereon to ACME Oregon and ACME Oregon Licenses (in such proportion as directed by ACME Oregon and ACME Oregon Licenses) and (ii) the KPLR Escrowed Amount and fifty percent (50%) of the interest income earned thereon to ACME TV, in each case, on the fifth (5th) business day after receipt of the ACME Entities' Termination Notice. If Buyer delivers to the ACME Entities and the Escrow Agent a written objection to the ACME Entities' Termination Notice within four (4) business days after receipt of the ACME Entities' Termination Notice, then the Escrow Agent shall continue to hold the Escrowed Funds until it receives (i) a nonappealable court order from a court of competent jurisdiction directing disposition of such Escrowed Amount, or (ii) appropriate written instructions signed by both the ACME Entities and Buyer directing disposition of such Escrowed Amount.

(c) The Escrow Agent shall not dispose of all or any portion of the Escrowed Amount other than as provided in this Agreement.

(d) Any correspondence, whether written or verbal, relating to the transactions contemplated hereby that is sent from one party to this Agreement to another party to this Agreement shall be copied to all remaining parties to this Agreement, if any.

(e) Each of Buyer and the ACME Entities shall execute and deliver to the Escrow Agent a certificate of incumbency substantially in the form of Exhibit A hereto for the purpose of establishing the identity of the representatives of Buyer and the ACME Entities entitled to issue instructions or directions to the Escrow Agent on behalf of each such party. In the event of any change in the identity of such representatives, a new certificate of incumbency shall be executed and delivered to the Escrow Agent by the appropriate party. Until such time as the Escrow Agent shall receive a new incumbency certificate, the Escrow Agent shall be fully protected in relying without inquiry on any then current incumbency certificate on file with the Escrow Agent.

## 5. Permitted Investments.

(a) Unless otherwise directed in writing by Buyer and the ACME Entities, the Escrow Agent shall invest the funds contained in both the KPLR Escrow Account and the KWBP Escrow Account in the One Group U.S. Treasury Securities Money Market Fund Class I, or a successor or similar fund, which invests in (i) short-term securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities; and/or (ii) repurchase agreements relating to such securities ("Permitted Investments").

(b) The parties hereto recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Account or the purchase, sale, retention or other disposition of any Permitted Investment.

(c) Interest and other earnings on Permitted Investments for each of the KPLR Escrow Account and the KWBP Escrow Account shall be added to each such Escrow Account. Any loss or expense incurred as a result of an investment will be borne by the Escrow Account.

(d) The Escrow Agent is hereby authorized to execute purchases and sales of Permitted Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent shall send statements to each of the parties hereto on a monthly basis reflecting activity in the Escrow Account for the preceding month. Although the parties hereto each recognize that it may, upon request, obtain a broker confirmation or written statement containing comparable information at no additional cost, the parties hereby agree that confirmations of Permitted Investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. However, no statement need be rendered for the Escrow Account if no activity occurred for such month.

(e) The parties hereto acknowledge and agree that the delivery of the escrowed property is subject to the sale and final settlement of Permitted Investments. Proceeds of a sale of Permitted Investments will be delivered on the business day on which the appropriate instructions are delivered to the Escrow Agent if received prior to the deadline for same day sale of such Permitted Investments. If such instructions are received after the applicable deadline, proceeds will be delivered on the next succeeding business day.

6. Release of Escrow Funds; Termination.

(a) This Agreement shall be terminated (i) upon disbursement or release of the Escrowed Amount by the Escrow Agent in accordance with the terms hereof or (ii) by written mutual consent signed by Buyer and the ACME Entities. This Agreement shall not be otherwise terminated.

(b) At any time prior to final termination of the escrow as provided in Section 6(a) hereof, the Escrow Agent shall, if so instructed in a writing signed by Buyer and the ACME Entities in a form substantially similar to that attached hereto as Exhibit B, release from the Escrowed Amount to Buyer or the ACME Entities, the amount of cash specified in such writing.

7. Attachment of Escrow Fund; Compliance with Legal Orders. In the event that any portion of the Escrowed Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

8. Compensation and Reimbursement of Escrow Agent.

(a) The Escrow Agent shall be entitled to compensation for its services hereunder as per Exhibit C attached hereto, which is made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, except any such expense as may arise from the bad faith or gross negligence of the Escrow Agent, and is hereby granted, a prior lien upon any property, cash, or assets of the Escrow Account, with respect to its allowable unpaid fees and nonreimbursed expenses, superior to the interests of any other persons or entities.

(b) The compensation and expenses payable to the Escrow Agent hereunder shall be paid one-half by Buyer and one-half by the ACME Entities. At the election of the Escrow Agent, the Escrow Agent may withhold and retain (for the sole benefit of the Escrow Agent) from the amounts otherwise payable to Buyer or the ACME Entities, as the case may be, the amount (or portion thereof) payable by Buyer or the ACME Entities under this Section 8, any such withheld amounts being deemed to have been paid by Buyer or the ACME Entities in respect of its obligations under this Section 8.

9. Replacement of Escrow Agent.

(a) The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the other parties hereto. Similarly, the Escrow Agent may be removed and replaced by Buyer and the ACME Entities following the giving of thirty (30) days prior written notice to the Escrow Agent by the other parties hereto. In either event, the duties of the Escrow Agent shall terminate (30) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the moneys or assets then in its possession to a successor escrow agent as shall be appointed by the other parties hereto as evidenced by a written notice filed with the Escrow Agent.

(b) 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 appoint a successor or 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.

10. Concerning the Escrow Agent. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence;

(b) have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder;

(c) be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of

the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind;

(d) be entitled to refrain from taking any action contemplated by this Agreement in the event that it becomes aware of any disagreement between the parties hereto as to any facts or as to the happening of any contemplated event precedent to such action;

(e) 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;

(f) be entitled and is hereby granted the right to set off and deduct any unpaid fees and/or nonreimbursed expenses, that have not been paid within 60 days from the date of the invoice in question, from amounts on deposit in the Escrow Account;

(g) 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 Buyer and the ACME Entities, regardless of whether such party is exempt from reporting or withholding requirements under the Internal Revenue Code of 1986, as amended;

(h) be, and hereby is, jointly and severally indemnified and saved harmless by Buyer and the ACME Entities from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrowed Amount or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement;

(i) in the event that (i) any dispute shall arise between the parties hereto with respect to the disposition or disbursement of any of the assets held hereunder or (ii) 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. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to same;

(j) have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith, including without limitation the KPLR Stock Purchase Agreement and the KWBP Asset Purchase Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE,

DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(k) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent in accordance with the advice of such counsel; and

(l) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

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.

#### 11. Tax Matters.

(a) Reporting of Income. The Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, and to Buyer or the ACME Entities, as applicable, all income earned from the investment of any sum held in the Escrow Account against Buyer or the ACME Entities, as and to the extent required under the provisions of the Internal Revenue Code of 1986 (the "Code") and its regulations, as amended. Buyer and the ACME Entities shall provide the Escrow Agent with their taxpayer identification on Form W-9 or W-8, as applicable.

(b) Payment of Taxes. Any taxes payable on income earned from the investment of any sums held in the Escrow Account (i) to the extent distributed by the Escrow Agent pursuant to the terms of this Agreement, shall be paid by Buyer or the ACME Entities in proportion to the income allocable to such parties pursuant to this Agreement and (ii) shall otherwise be reported as allocated to Buyer, in either case as and to the extent required under the provisions of the Code and its regulations.

(c) Unrelated Transactions. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transaction, whether or not related to this Agreement, that occurs outside the Escrow Account.

12. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or by messenger or facsimile (or, with respect to facsimiles, if not sent on a business day, on the



first business day after) or 24 hours after having been sent by registered or certified mail or when delivered by private courier addressed as follows:

If to Buyer, to:

Tribune Broadcasting Company  
435 North Michigan Avenue  
Chicago, Illinois 60611  
Attention: President  
Facsimile: 312-222-3203

with copies to:

Tribune Company  
435 North Michigan Avenue  
Chicago, Illinois 60611  
Attention: Senior Vice President and General Counsel  
Facsimile: 312-222-4206

and

Sidley Austin Brown & Wood  
Bank One Plaza  
Chicago, Illinois 60603  
Attention: Larry A. Barden  
Facsimile: 312-853-7036

If to any of the ACME Entities, to:

ACME Communications, Inc.  
2101 East Fourth Street  
Suite 202  
Santa Ana, California 92705  
Attention: Thomas Allen  
Facsimile: 714-245-9494

with a copy to:

O'Melveny & Myers LLP  
1999 Avenue of the Stars, 7<sup>th</sup> Floor  
Los Angeles, California 90067  
Attention: Allison M. Keller  
Facsimile: 310-246-6779

If to the Escrow Agent, to:

Bank One, National Association

1 Bank One Plaza  
Mail Code IL1-0430  
Chicago, IL 60670-0430  
Attention: Global Corporate Trust Services/Greg Clarke  
Facsimile: (312) 407-8929

Each of the parties hereto may, by notice given as provided herein, change its address for all subsequent notices.

13. Assignment. The rights and obligations of Buyer and the ACME Entities under this Agreement may not be assigned without the prior written consent of all parties hereto (other than the Escrow Agent), except to the same extent assignment of the rights and obligations of the parties under the KPLR Stock Purchase Agreement or the KWBP Asset Purchase Agreement, as applicable, is permitted without consent of the such other parties. The Escrow Agent may assign its rights hereunder to a successor Escrow Agent appointed hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties and successors and assigns permitted by this Section 13 any right, remedy or claim under or by reason of this Agreement.

14. Miscellaneous. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument in writing duly signed by or on behalf of all of the parties hereto. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Further Assurances. In case at any time any further action is reasonably necessary to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as may be reasonably requested by another party hereto.

16. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules.

17. Entire Agreement; Amendments. This Agreement and the Exhibits referred to herein and the other documents delivered pursuant hereto and the KPLR Stock Purchase Agreement and the KWBP Asset Purchase Agreement contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or intents between or among any of the parties hereto. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement.

18. Interpretation. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Any references in this Agreement to "herein," "hereto," "hereof," "herewith" or "hereunder" shall be to this Agreement as a whole. As used in this Agreement, the word "including" is not limiting and the word "or" is not exclusive. Whenever the word "dollar" or the symbol "\$" is used in this Agreement, such word or symbol shall mean United States dollars. All parties have participated in the negotiation and review of this Agreement and no provision of this Agreement shall be construed more strictly against any party. All remedies provided for hereunder are cumulative except as otherwise provided in this Agreement.

19. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

20. Expenses. Except as otherwise expressly provided herein, each of the parties hereto will pay all of its own respective costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel.

21. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

22. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

23. No Third Party Beneficiaries. The parties hereto do not intend by the execution, delivery or performance of this Agreement to confer a benefit upon any person or entity not a party to this Agreement.

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

**BANK ONE, NATIONAL ASSOCIATION, TRIBUNE BROADCASTING COMPANY**  
**as Escrow Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Andrew J. Oleszczuk  
Title: Senior Vice President, Tribune  
Company

**TRIBUNE DENVER RADIO, INC.**

By: \_\_\_\_\_  
Name: Andrew J. Oleszczuk  
Title: Senior Vice President, Tribune  
Company

**ACME COMMUNICATIONS, INC.**

By: Douglas E. Gealy  
Name: Douglas Gealy  
Title: President and Chief Operating Officer

**ACME TELEVISION, LLC**

By: Douglas E. Gealy  
Name: Douglas Gealy  
Title: President and Chief Operating Officer

**ACME TELEVISION OF OREGON, LLC**

By: Douglas E. Gealy  
Name: Douglas Gealy  
Title: President and Chief Operating Officer

**ACME TELEVISION LICENSES OF  
OREGON, LLC**

By: Douglas E. Gealy  
Name: Douglas Gealy  
Title: President and Chief Operating Officer

Deposit Escrow

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

**BANK ONE, NATIONAL ASSOCIATION, TRIBUNE BROADCASTING COMPANY**  
**as Escrow Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: Andrew J. Oleszczuk  
Name: Andrew J. Oleszczuk  
Title: Senior Vice President, Tribune  
Company

**TRIBUNE DENVER RADIO, INC.**

By: Andrew J. Oleszczuk  
Name: Andrew J. Oleszczuk  
Title: Senior Vice President, Tribune  
Company

**ACME COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACME TELEVISION, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ACME TELEVISION OF OREGON, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ACME TELEVISION LICENSES OF  
OREGON, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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

**BANK ONE, NATIONAL ASSOCIATION, TRIBUNE BROADCASTING COMPANY**  
**as Escrow Agent**

By: George N. Reaves  
Name: George N. Reaves  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRIBUNE DENVER RADIO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACME COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACME TELEVISION, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACME TELEVISION OF OREGON, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACME TELEVISION LICENSES OF  
OREGON, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**CERTIFICATE OF INCUMBENCY**

The undersigned, \_\_\_\_\_, of \_\_\_\_\_, hereby certifies that the following named agents are duly appointed, qualified and acting in the capacity set forth opposite his/her name, and the following signature is the true and genuine signature of said officer.

Name

Title

Signature

**IN WITNESS WHEREOF,** \_\_\_\_\_ has caused this Certificate of Incumbency to be executed by its agents duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

**[Name of Party]**

By \_\_\_\_\_  
Name  
Title

**EXHIBIT B**

\_\_\_\_\_, 200\_

Bank One, National Association

Attention: Corporate Trust Services Division

Re: Escrow Account No. \_\_\_\_\_ among \_\_\_\_\_, \_\_\_\_\_ and Bank  
One, National Association, as Escrow Agent (the "Escrow Agent")

Please sell all investments held in the Escrow Account and distribute the full balance and  
proceeds thereof by (wire transfer) (cashier's check) to \_\_\_\_\_ (if wire transfer  
- name of bank, bank's ABA number and customer's account number for credit) or as  
\_\_\_\_\_ shall otherwise direct.

Very truly yours,

\_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:



## EXHIBIT C

### SCHEDULE OF ESCROW AGENT FEES

Acceptance Fee .....	\$1,500
Including acceptance of contractual responsibility and establishment of administrative records and procedures to comply with the escrow documents.	
Annual Administration Fee* .....	\$2,000
Including performance of specified duties and responsibilities under the escrow documents.	
Other Activity Fees .....	\$20 per wire/\$15 per check
Investment Fees (Processing Individual Security Transactions).....	\$75 per investment
Investments in the One Group® Money Market Funds.....	\$ 0.00
Amendments to the Escrow Agreement .....	\$ 250.00
Extraordinary Time Charge.....	\$200 per hour
(see below)	
Sub-Accounts.....	\$ 500.00 each
Deposit/Withdrawal of Assets.....	\$50.00 per item
Claims Processing.....	\$35.00 per claim
Tax Reporting .....	\$ As billed by provider

#### Out-of-pocket Expenses:

Expenses will be added to cover ordinary items such as postage, checks, stationery, printing, messenger deliveries, and telephone. Expenses for extraordinary services, such as, but not limited to, travel, legal and securities will be billed additionally.

Legal fees of counsel representing Bank One as escrow agent are included in the Acceptance Fee.

**\*Annual Administration fees cover a full year in advance or any part thereof and, thus, are not pro-rated in the year of termination.**

Additional Terms and Conditions (provided that in the event of a conflict or inconsistency between the following provisions and the Deposit Escrow Agreement of which this Exhibit is a part, the provisions of the Deposit Escrow Agreement shall control):

Acceptance of the appointment is subject to terms of the document provisions being satisfactory to the bank.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an escrow appointment. They are subject to reasonable adjustment based on final review and acceptance of documents. Fees can also be adjusted when the escrow agent is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in the agreement, including but not limited to document amendments and revisions, nonstandard cash and/or investment transactions, calculations, notices, and reports will be billed as extraordinary time charges.

Upon a client's written direction, cash balances will be invested in any one of the following:

Cash balances may be invested in The One Group® Money Market Funds in which event Bank One will charge a 40 basis point (.004) cash management fee. The One Group® will pay Banc One Investment Advisors Corporation, an affiliate of BANK ONE, an investment advisory fee as described in the prospectuses.

Cash balances may be invested in an alternative short-term investment fund in which event Bank One will charge a 40 basis point (.004) cash management fee.

The Acceptance Fee and Legal Fees are payable at the transaction closing. In the event the financing does not close, and both administration and legal counsel document review has occurred, all related expenses will be billed.

In determining the general schedule of fees, Bank One takes into consideration the various incidental benefits accruing to it from the operation of the accounts. Collected funds must be on deposit prior to disbursement of payments. In addition, Bank One has the use of funds deposited to pay checks that have not yet been presented for payment. No interest shall be paid to the client on these funds, it being understood that the float on these funds is considered in the calculation of our fees. For depository eligible or book entry securities, funds to pay debt service must be on deposit in sufficient time to enable compliance with the Same Day Funds Payment Guidelines promulgated by the securities depositories and the SEC.

The One Group® is a family of registered, open-ended mutual fund portfolios. Banc One Investment Advisors Corporation, an indirect subsidiary of BANK ONE CORPORATION, serves as investment advisor to The One Group® for which it receives advisory fees. Shares of The One Group are not endorsed or guaranteed by and do not constitute obligations of BANK ONE CORPORATION or its affiliates. INVESTMENTS IN THE ONE GROUP® FUNDS INVOLVE INVESTMENT RISK INCLUDING POSSIBLE LOSS OF PRINCIPAL.

**SHARES OF THE ONE GROUP® ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR BY ANY OTHER GOVERNMENTAL AGENCY OR GOVERNMENT SPONSORED AGENCY OF THE FEDERAL GOVERNMENT OR ANY STATE.**