

## **ESCROW AGREEMENT**

The undersigned have deposited in escrow with THE FROST NATIONAL BANK, Austin, Texas, as Escrow Agent (herein called Escrow Agent), the assets described in the attached Schedule A (referred to below as Escrowed Property).

The Escrow Agent is hereby authorized and directed to deliver Escrowed Property only (i) to any of the undersigned upon presentation by any of the undersigned of a court order, written arbitration decision or other written final determination from a court or arbiter of competent jurisdiction and in accordance with such order, decision or determination, or (iii) in accordance with the written instructions of all the undersigned.

Where directions or instructions from more than one of the undersigned are required, such directions or instructions may be given by separate instruments of similar tenor. Any of the undersigned may act hereunder through an agent or attorney-in-fact, provided satisfactory written evidence of authority is first furnished to the Escrow Agent.

The undersigned agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

(a) Escrow Agent recognizes and is to give consideration only to the terms, provisions, and conditions of this Escrow Agreement. Escrow Agent is not a party to any other agreement or undertaking between the undersigned, or between any of the undersigned and other persons, or any agreement or undertaking which may be evidenced by or disclosed by any items included among the Escrowed Property. Unless it is specially provided otherwise in this agreement, Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of any of the undersigned with respect to arrangements or contracts with each other or with others. The Escrow Agent's sole duty hereunder is to safeguard the Escrowed Property and to dispose of and deliver the same in accordance with instructions given to it in the form and tenor provided for in this Escrow Agreement.

(b) If, however, Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence. In event of error in making such determination, Escrow Agent shall be liable only for its own willful misconduct or its gross negligence in the light of all the circumstances, taking into consideration the time and facilities available to Escrow Agent in the ordinary conduct of its business. In determining the occurrence of any such event or contingency, Escrow Agent may request from any of the undersigned or any other person and may rely upon, such reasonable additional evidence as Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult, among others, with any of the undersigned at any time. Escrow Agent shall not be liable for any damages resulting from its delay in acting hereunder pending its examination of the additional evidence requested by it.

Whenever under the terms of this Escrow Agreement, Escrow Agent is required to take certain action upon the occurrence of any event or contingency, the time prescribed for action by Escrow Agent shall in all cases be a reasonable time after notice to Escrow Agent of the happening of such event or contingency, provided, however, that the inclusion of this sentence shall not be deemed to limit or reduce the time allowed Escrow Agent for action as provided in the immediately preceding sentence.

(c) The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness or validity of any of the Escrowed Property. If any of the undersigned are acting as agent for others, all of the undersigned represent and warrant that such agent is authorized to make and enter into this Escrow Agreement. This Escrow Agreement is a personal one between the undersigned and Escrow Agent only and in connection therewith Escrow Agent is authorized by each of the undersigned to rely upon the representations, both actual and implied, of the undersigned and all other persons connected with this Escrow Agreement and the Escrowed Property as to marital status, authority to execute and deliver this Escrow Agreement, notifications, receipts or instructions hereunder, and relationships among persons, including persons authorized to receive

delivery hereunder. Escrow Agent shall not be liable to any person in any manner for such reliance. The duty of Escrow Agent hereunder shall only be to the undersigned, and/or to personal representatives and to no other person or persons whomsoever.

(d) None of the undersigned shall assign or attempt to assign or transfer his or its interest hereunder or any part hereof. Any such assignment or attempted assignment by any one or all of the undersigned shall be in direct conflict with the Escrow Agreement and Escrow Agent shall not be bound thereby.

(e) Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other instrument or document which Escrow Agent in good faith believes to be genuine and to be what it purports to be.

(f) Whenever under the terms of this Escrow Agreement the performance date of any provision hereof shall fall on a holiday of the Escrow Agent, the performance thereof on the next successive business day of Escrow Agent shall be deemed to be in full compliance.

(g) Any notice, request, instruction or other document required or permitted to be delivered hereunder shall be sufficiently given if in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, or transmitted by prepaid telegram, addressed to the parties hereto at the addresses set forth below opposite their respective signatures, or such other address as any of the undersigned shall hereafter designate by notice to the other parties in the manner provided herein. Any notice to the Escrow Agent must be given to the Escrow Agent's Trust Department during normal business hours.

Escrow Agent shall have no responsibility of notifying any of the undersigned of any sale, re-sale, loan, exchange, or any other transaction involving any Escrowed Property or any profit realized by any person, firm or corporation (broker, agent, and parties to this or any other escrow included) in connection therewith, regardless of the fact that such transaction may be handled by Escrow Agent in any of its departments.

(h) The death, disability, bankruptcy, divorce, insolvency or absence of any of the undersigned shall not affect or prevent performance by Escrow Agent of its obligations and instructions hereunder.

(i) In the event of any disagreement between any of the parties to this agreement, or between them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the Escrow Agreement or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists and in any event the Escrow Agent shall not be or become liable for interest or in any other way to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until:

(i) the disagreement is resolved between the parties; or

(ii) the disagreement is resolved through non-binding mediation; or

(ii) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction; or

(iii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons.

For purposes of any suit mentioned in this Paragraph to which the Escrow Agent may be a party, the undersigned hereby consent and submit to the jurisdiction of the Federal courts sitting at Travis County, Texas (or, in the event there is not federal jurisdiction, the state courts sitting in such county); *provided* that the parties hereto, other than Escrow Agent, acknowledge and agree that nothing in this Subsection (i) shall not be deemed to modify any of the provisions regarding dispute resolution, venue and jurisdiction set forth in any other agreement between such parties

relating to the Escrowed Property and that disputes between such parties that do not involve or require the participation of the Escrow Agent shall be resolved in accordance with such provisions. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

(j) If a dispute arises out of or related to this Agreement, and if the dispute cannot be settled through direct discussions, then the undersigned and Escrow Agent agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before a mutually agreeable mediator having substantial experience and recognized expertise in the field or fields of the matter(s) in dispute, before having recourse to any other proceeding or forum. A party shall initiate non-binding mediation proceedings by notifying the other party in writing that it is requiring that a dispute be mediated in accordance with this Agreement. If the parties are unable to agree upon the appointment of a mediator within 30 days after a party has given notice as provided for above, the parties shall apply to either the Dallas or Houston Regional Office of the American Arbitration Association for appointment of a mediator. Selection of the mediator shall be made in accordance with the current Commercial Mediation Procedures of the American Arbitration Association (“AAA Mediation Procedures”). Except as otherwise provided above in connection with the selection of a mediator, the parties may, but are not required, to follow the AAA Mediation Procedures during the non-binding mediation. The parties agree to cooperate with each other and with the mediator in a good faith effort to negotiate a prompt and reasonable resolution of the dispute. Moreover, the parties agree to treat all mediation proceedings as settlement negotiations and agree that such settlement negotiations shall be inadmissible in a court of law. The provisions of this Section do not prevent either party from seeking injunctive relief if necessary to enforce the terms of this Agreement.

(k) In the alternative, at Escrow Agent's sole discretion, Escrow Agent shall have the right to institute a Bill of Interpleader or any other appropriate judicial proceeding in any court of competent jurisdiction to determine the rights of the parties. Should a Bill of Interpleader or other judicial proceeding be instituted, or should the Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement, the parties, their heirs, personal representatives, successors and assigns shall pay the Escrow Agent its reasonable attorneys' fees and any other disbursements, expenses, losses, costs or damages in connection with or resulting from such litigation. The Escrow Agent acknowledges and agrees that the parties hereto, other than the Escrow Agent, may resolve any disagreements or disputes between themselves in accordance with any procedures agreed upon by such parties and that the foregoing dispute resolutions procedures set forth in Subsection (j) and this Subsection (k) shall be available only as and to the extent that the Escrow Agent determines such procedures are necessary to enable the Escrow Agent to act or otherwise perform its obligations hereunder.

(l) Escrow Agent may from time to time consult with legal counsel of its own choosing in the event of any disagreement, controversy, question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The undersigned (herein referred to as "Indemnitors"), as additional consideration of the execution of this Agreement by THE FROST NATIONAL BANK (herein referred to as "Indemnitee"), hereby RELEASE, DISCHARGE AND ACQUIT Indemnitee of any and all further claims, demands and causes of action arising or to arise, out of said transaction and further, Indemnitors hereby agree to INDEMNIFY and HOLD HARMLESS Indemnitee of, from, by, for and against any and all claims, demands, and causes of action, arising, or to arise, from said transaction.

In the event a demand is made or an action is filed, whether rightfully or wrongfully, with respect to the subject of the Indemnity herein, Indemnitors agree that Indemnitee may employ attorneys of its own selection to appear and to defend the action, on behalf of Indemnitee, at the expense of Indemnitors and further, should it become necessary for Indemnitee, its agents or attorneys, to incur costs or retain the services of an attorney to enforce this agreement, or any portion thereof, Indemnitors agree and promise to pay Indemnitee reasonable costs, reasonable attorneys' fees and any mediation fees thereby expended, or for liabilities thereby incurred.

(m) Escrow Agent is authorized and directed by the undersigned to withhold from any funds deposited as Escrowed Property, prior to distribution of said Escrowed Property and prior to termination of the Escrow Agreement, its charges for services hereunder and additional amounts sufficient to reasonably compensate it for additional services imposed upon Escrow Agent as a result of additional responsibilities in connection with or arising on account of the deposit of Escrowed Property, or on account of this Escrow Agreement, or as a result of litigation or threat of litigation as set out in Subsections (i), (j), (k), and (l) hereof, and to reimburse it for reasonable counsel and reasonable attorneys' fees, mediation fees, and disbursements, expenses, costs and damages, if any, suffered or incurred hereunder by Escrow Agent. 54 Broadcasting, Inc.. hereby agrees to replenish the Escrowed Property to the extent of any withholdings made by Escrow Agent pursuant to this Subsection (m).

In the event cash funds are not a part of Escrowed Property hereunder, 54 Broadcasting, Inc. hereby agrees to pay to Escrow Agent upon request, the Escrow Agent's charges for services hereunder including reimbursement for expenses, fees, etc. as outlined in the immediately preceding paragraph. Further, Escrow Agent is authorized and directed by the undersigned to withhold the release or distribution of the Escrowed Property until such time as Escrow Agent has received payment for such services as outlined in the immediately preceding paragraph. Such charges, fees, disbursements, costs, expenses and damages shall be paid to said Escrow Agent at its offices in Austin, Texas.

The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of its resignation to the parties, specifying the effective date thereof, which date

shall be no sooner than thirty (30) days after the date such notice is given. Within thirty (30) days after receiving such notice, the parties to this Escrow Agreement agree to appoint a successor Escrow Agent, which choice shall be made upon mutual consent of the parties. Such successor Escrow Agent shall become Escrow Agent hereunder upon the resignation date specified in the notice given by the Escrow Agent. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of the thirty (30) day period, the Escrow Agent shall be entitled to appoint its successor. The parties to this Escrow Agreement shall have the right at any time to substitute a new Escrow Agent by jointly giving written notice thereof to the Escrow Agent.

(n) Anything in this Agreement to the contrary notwithstanding, Escrow Agent shall not be liable to any person for anything which it may do or refrain from doing in connection with this Escrow Agreement, unless Escrow Agent is guilty of gross negligence or willful misconduct.

(o) The effective date of this Escrow Agreement shall be the date on which it is accepted by Escrow Agent. All of the terms of the Escrow Agreement shall be fully performed and this Escrow Agreement terminated on or before \_\_\_\_\_ in the manner provided, unless otherwise extended upon mutual agreement of the parties hereto. If not so terminated, Escrow Agent at any time after such date and after payment for its services hereunder, may return the subject matter of the escrow to Frank Goldberg, as Shareholder Representative, close its records and withdraw from and terminate this Escrow Agreement without notice, whereupon all the Escrow Agent's liability and obligations in connection with the entire matter shall terminate.

This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

(p) Compensation for the services of the Escrow Agent shall be paid by 54 Broadcasting, Inc. and shall be computed as follows:

Account set-up \$1,000 and a minimum annual fee of \$2,500 per year. The first annual fee will be due and payable upon inception of the account. Annually minimum fees will be charged in advance of service on the anniversary date of each year of service. Fees for unusual services

will be measured by time and responsibility involved and/or the results obtained, plus reimbursement for out-of-pocket expenses.

(q) Any income earned by the subject matter of the Escrow shall be reportable under tax number of \_\_\_\_\_.

(r) This Escrow Agreement shall be governed by and construed under the applicable laws of the State of Texas.

(s) The Escrow Agent shall invest the Escrowed Property pursuant to the investments set forth on Schedule B.

(t) Any liability for, obligation, requirement or responsibility owed to Escrow Agent by the undersigned parties hereto shall be joint and several.

Name: 54 Broadcasting, Inc.

Address: c/o Vaughan Media LLC  
Vaughan Media LLC  
14429 Bridgeview Lane  
Port Charlotte, FL 33953  
(October – May)  
1850 Burning Tree Street  
Decatur, IL 62521  
(June – September)  
Fax: 941-764-6867  
Attention: T. J. Vaughan, Sole Member

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

Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, NW  
Washington, D.C. 20037-1122  
Attention: Clifford M. Harrington  
Phone: 202-663-8525  
Fax: 202-663-8007

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

Christopher D. Sileo, Esq.  
Scott, Douglass & McConnico, L.L.P.  
600 Congress Avenue, Suite 1500  
Austin, Texas 78701  
Phone: 512-495-6300  
Facsimile: 512-474-0731

Name: Frank Goldberg, Shareholder Representative  
c/o Briar Capital, L.P.  
Suite 420  
1500 City West Boulevard  
Houston, TX 77042

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

Susman & Godfrey  
1000 Louisiana, Suite 5100  
Houston, TX 77002  
Fax: 713-654-6686  
Attention: Harry P. Susman, Esq.

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

Thompson Hine LLP  
1920 N Street, NW  
Suite 800  
Washington, D.C. 20036  
Fax: 202-331-8330  
Attention: Barry A. Friedman, Esq.

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

Mark Cohen, Esq.  
801 W. 10th Street  
Suite 100  
Austin, TX 78701  
Fax: 512-472-5444

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

THE FROST NATIONAL BANK, Escrow Agent, hereby acknowledges receipt of the items described in Schedule A hereof and hereby accepts as Escrow Agent hereunder, subject to the terms and conditions above set forth, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ACCEPTED:

THE FROST NATIONAL BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A

\$500,000.00

## Schedule B

### Investment Instructions

1. Direct obligations of, or obligations the principal of or interest on which are unconditionally guaranteed by, the full faith and credit of the United States of America.
2. Money market mutual funds that invest exclusively in investments of the type described in paragraph 1 above.
3. Certificates of deposit or other interest bearing obligations of any bank or trust company (including Escrow Agent) authorized to engage in the banking business, which certificates of deposit are fully insured by the Federal Deposit Insurance Corporation or a similar governmental agency of the United States of America.