

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is entered into as of March 30, 2005 by and among Maria L. Salazar, an individual (“**Seller**”), Connoisseur Media of Wichita, LLC, a Delaware limited liability company (“**Buyer**”), and Bergner and Co., as escrow agent (“**Escrow Agent**”).

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which Seller has agreed to sell to Buyer certain of the assets used or usable in connection with the operation of radio station KTCM-FM, Kingman, Kansas; and

WHEREAS, Seller and Buyer desire the Escrow Agent to hold and disburse, and the Escrow Agent is willing to hold and disburse, certain monies in escrow in connection with the transactions described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the following terms, the parties, intending to be legally bound, hereby agree as follows:

1. **ESCROW DEPOSIT.**

1.1. **Receipt.** The Purchase Agreement provides for the delivery by Buyer to the Escrow Agent, simultaneously with the execution and delivery of the Purchase Agreement, of a confirmed wire transfer of federal funds in the amount of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) (such amount referred to herein as the “**Escrow Deposit**”). Upon the Escrow Agent’s receipt of the Escrow Deposit, the Escrow Agent shall provide to Seller and Buyer acknowledgment of such receipt as reasonably requested by Seller or Buyer, including signed written acknowledgment via facsimile, if so requested. The Escrow Deposit, together with all interest (the “**Interest**”) earned thereon, if any, shall be held and released by the Escrow Agent only in accordance with the terms of this Escrow Agreement.

1.2. **Investment.** The Escrow Deposit and the Interest shall be invested in federally-insured money market accounts, or in such other investments as Seller and Buyer shall mutually direct in writing to the Escrow Agent.

2. **RELEASE FROM ESCROW.**

2.1. **Release of Escrow Deposit.** Neither the Escrow Deposit nor the Interest nor any part of the Escrow Deposit or the Interest shall be released to any person or entity except pursuant to Section 2 hereof or except as otherwise expressly provided hereunder.

2.2. **Instructions to Escrow Agent.** Escrow Agent shall hold the Escrow Deposit until it delivers the Escrow Deposit as follows:

(a) If Escrow Agent receives a written notice from Buyer stating that Buyer has elected to postpone the Closing Date under the Purchase Agreement pursuant to Section 4 thereof and directing Escrow Agent to release a Twenty Thousand Dollar (\$20,000) extension payment (or portion thereof) to Seller.

(b) If Escrow Agent receives a written notice from Seller stating that Seller is entitled to the Escrow Deposit or a portion thereof, Escrow Agent shall deliver or mail a copy thereof to Buyer in accordance with Section 4.3 hereof and, unless Escrow Agent has received a written notice of objection from Buyer within ten (10) business days after Buyer's receipt of such notice, Escrow Agent shall deliver the Escrow Deposit, or such portion thereof, to Seller. If Escrow Agent receives a written notice of objection from Buyer, a controversy shall be deemed to have occurred for purposes of Section 2.3 hereof.

(c) If Escrow Agent receives a written notice from Buyer stating that Buyer is entitled to the Escrow Deposit or a portion thereof, Escrow Agent shall deliver or mail a copy thereof to Seller in accordance with Section 4.3 hereof and, unless Escrow Agent has received a written notice of objection from Seller within ten (10) business days after Seller's receipt of such notice, Escrow Agent shall deliver the Escrow Deposit, or such portion thereof, to Seller. If Escrow Agent receives a written notice of objection from Seller, a controversy shall be deemed to have occurred for purposes of Section 2.3 hereof.

(d) Notwithstanding anything to the contrary set forth in this Section 2 Escrow Agent shall disburse the Escrow Deposit and Interest in accordance with any joint written instructions received by Escrow Agent from Buyer and Seller, which joint instructions shall be deemed to supersede the above provisions of this Section .

2.3 Controversies. Subject to the provisions of Section 2.2(d) hereof, if a controversy arises between Buyer and Seller as to whether or not or to whom Escrow Agent shall deliver the Escrow Deposit or any portion thereof or as to any other matter arising out of or relating to the Escrow Deposit or this Agreement, Escrow Agent shall not be required to determine the same and shall not make any delivery of the Escrow Deposit or any portion thereof but shall retain it until the rights of the parties to the dispute shall have finally been determined by written agreement between them, by the Dispute Panel provided for in Section 24 of the Purchase Agreement or by final order of a court of competent jurisdiction. Escrow Agent shall deliver the Escrow Deposit or any portion thereof within five (5) business days after Escrow Agent has received written notice of any such agreement, decision or final order (accompanied by an affidavit that the time for appeal has expired without an appeal having been made). Escrow Agent shall be entitled to assume that no such controversy has arisen unless it has received a written notice that such a controversy has arisen which refers specifically to this Agreement and identifies by name and address the adverse claimants in the controversy

3. REGARDING THE ESCROW AGENT.

3.1. Compensation. Escrow Agent shall not be entitled to any fees for its services hereunder. Any other amounts, if any, due the Escrow Agent for its services hereunder or due any successor escrow agent hereunder shall be paid one-half by Seller and one-half by Buyer.

3.2. Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder by giving written notice of such resignation to Seller and Buyer specifying a date, not less than thirty (30) days after the giving of such notice, when such resignation shall take effect. Promptly after the giving of such notice, a successor escrow agent shall be appointed by mutual agreement of Seller and Buyer, such successor to become the escrow agent hereunder upon the date for such resignation specified in such notice. If Seller and Buyer are unable to agree upon a successor escrow agent hereunder within twenty (20) days after the giving of such notice, the Escrow Agent shall be entitled to appoint its successor hereunder, which shall be a commercial bank. The Escrow Agent shall continue to serve as escrow agent hereunder until its successor assumes in writing the Escrow Agent's obligations hereunder and receives the Escrow Deposit and the Interest. Seller and Buyer may agree at any time to substitute a successor escrow agent hereunder by giving joint signed written notice thereof to the escrow agent then acting hereunder.

3.3. Performance. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth in this Escrow Agreement. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by the Escrow Agent of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon any written notice, instrument, or signature believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so.

3.4. Indemnification. Seller and Buyer, jointly and severally, shall indemnify the Escrow Agent and hold it harmless against any and all liabilities, costs, expenses, and reasonable attorneys' fees incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from its own willful misconduct or gross negligence; provided, however, that, in the event the Escrow Agent is entitled to indemnification under this Section 3.4, the party, other than the Escrow Agent, causing the Escrow Agent's liabilities that are to be so indemnified, shall indemnify the other party, other than the Escrow Agent, and hold such other party harmless against any and all liabilities, costs, expenses, and reasonable attorneys' fees incurred by it under this Section 3.4.

3.5. Interpleader Action. In the event that conflicting demands are made by Seller and Buyer with respect to all or a portion of the Escrow Deposit or the Interest, the Escrow Agent shall be authorized to bring an interpleader action in accordance with Section 4.5 hereof.

If either Seller or Buyer shall file suit against the Escrow Agent for all or any portion of the Escrow Deposit or the Interest, the Escrow Agent may answer by way of interpleader and name Seller and Buyer, or either of them, as additional parties to such action, and the Escrow Agent may tender the Escrow Deposit and the Interest into the court in which such action is pending for determination of the respective rights, titles, and interests of Seller and Buyer therein or thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Seller and Buyer reasonable attorneys' fees and expenses incurred by the Escrow Agent in connection with said interpleader action. As between Seller and Buyer, such fees and expenses shall be paid by the party who fails to prevail in the proceedings brought to determine the appropriate distribution of the Escrow Deposit and the Interest. If and when the Escrow Agent shall so interplead Seller and Buyer, or either of them, and deliver the Escrow Deposit and the Interest to the clerk of the court in which such interpleader action is pending, all of the Escrow Agent's duties and obligations hereunder shall cease.

3.6. Discharge by Delivery. After the Escrow Agent has delivered the Escrow Deposit and the Interest pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

4. MISCELLANEOUS.

4.1. Binding Effect. This Escrow Agreement shall be binding upon and inure only to the benefit of the parties and their respective successors and assigns; provided, however, that Seller and Buyer may assign their rights and obligations hereunder only in accordance with the provisions in the Purchase Agreement governing assignment of the Purchase Agreement, and all other assignments hereof by Seller or Buyer, if any, shall be null and void.

4.2. Entire Agreement and Amendments. This Escrow Agreement, as read in conjunction with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings of the parties with respect to such subject matter, if any, and may be amended or modified only by a written instrument duly executed by all parties.

4.3 Notices. All notices, elections and other communications permitted or required under this agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service that guarantees overnight delivery, or by facsimile upon written confirmation of delivery or five (5) days after deposit with the U.S. post office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

KTCM-FM
207 West 13th Street
Wichita, KS 67203-3444
Attn: Maria L. Salazar

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

David Tillotson, Esq.
Law Office of David Tillotson
4606 Charleston Terrace, NW
Washington, D.C. 20007

If to Buyer, to:

Connoisseur Media, LLC
136 Main Street
Westport, CT 06880

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

David D. Oxenford, Esq.
Shaw Pittman LLP
2300 N Street, NW
Washington, D.C. 20037

If to the Escrow Agent, to:

Bergner & Co.
4400 N. Federal Hwy.
Suite 210
Boca Raton, FL 33431

Each notice or communication with respect hereto, if any, given to the Escrow Agent by a party shall also be simultaneously given by such party to the other party.

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its choice of law rules.

4.5. Choice of Forum. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under this Escrow Agreement shall be in the state or federal courts of the State of Kansas, it being understood, however, that judgments, orders, or decrees resulting from such lawsuits or court actions may be appealed to or enforced in any competent court. **In view of the complexity of the commercial transactions governed by the Purchase Agreement, each party irrevocably waives trial by jury in any such lawsuit or court action.**

4.6. 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 seeking relief in connection with this Escrow Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

4.7. Continuing Effect. This Escrow Agreement shall remain in full force and effect until the Escrow Agent has delivered the Escrow Deposit and the Interest pursuant to the terms of this Escrow Agreement.

4.8. Headings. The headings set forth in this Escrow Agreement are for convenience only and shall not control or affect the meaning or construction of the provisions of this Escrow Agreement.

4.9. Use of Language. Words of any gender used in this Escrow Agreement shall be held and construed to include every other gender, and words used in this Escrow Agreement in the singular shall be held and construed to include the plural and vice versa, unless the context otherwise requires. When used in this Escrow Agreement, "or" shall mean "and/or" unless the context otherwise requires. When used in this Escrow Agreement, "hereto," "hereof," "herein," "hereunder," or words of similar import refer to this Escrow Agreement in its entirety. When used in this Escrow Agreement, "party" shall mean "party hereto" unless the context otherwise requires. The words "include," "includes," "included," and "including" shall be deemed in this Escrow Agreement to be followed by the phrase "without limitation." When used in this Escrow Agreement, "business day" shall mean any day other than a Saturday, a Sunday, or an officially recognized federal legal holiday.

4.10. Counterparts. More than one counterpart of this Escrow Agreement may be executed by the parties and each fully executed counterpart of this Escrow Agreement shall be deemed an original of this Escrow Agreement.

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

SELLER:

MARIA L. SALAZAR

By: Maria L Salazar 05-30

BUYER:

CONNOISSEUR MEDIA OF

WICHITA, LLC

By: _____

Name: _____

Title: _____

ESCROW AGENT:

BERGNER & CO.

By: _____

Name: _____

Title: _____

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

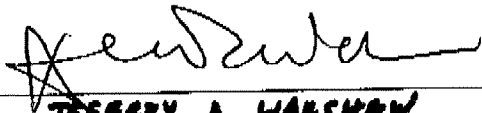
SELLER:

MARIA L. SALAZAR

By: _____

BUYER:

CONNOISSEUR MEDIA OF WICHITA, LLC

By: 
Name: JEFFREY D. WARSHAW
Title: CEO

ESCROW AGENT:

BERGNER & CO.

By: _____
Name: _____
Title: _____

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

SELLER:

MARIA L. SALAZAR

By: _____

BUYER:

CONNOISSEUR MEDIA OF WICHITA, LLC

By: _____

Name: _____

Title: _____

ESCROW AGENT:

BERGNER & CO.

By: Michael Bergner

Name: MICHAEL BERGNER

Title: President