

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”), dated as of October 9, 2009, by and among EQUITY MEDIA HOLDINGS CORPORATION, BORGER BROADCASTING, INC., EBC WICHITA FALLS, INC. AND EBC WACO, INC., each as debtor and debtor in possession (collectively, “Seller”), MIDESSA BROADCASTING, L.P. (“Buyer”), and NELIGAN FOLEY LLP (“NF” or the “Escrow Agent”). Seller and Buyer may each be referred to herein as a “Party,” and together, the “Parties”.

PREAMBLES

A. Seller and Buyer are parties to that certain Asset Purchase Agreement, dated October 9, 2009, (the “Purchase Agreement”), whereby Seller will sell, transfer and assign, and Buyer will purchase, acquire and assume the Station Assets and the Assumed Liabilities (as those terms are defined in the Purchase Agreement).

B. Pursuant to Section 2.1(b) of the Purchase Agreement, Seller and Buyer have agreed that certain funds shall be escrowed with Seller’s counsel pursuant to this Agreement.

C. Unless otherwise defined herein, each capitalized term contained herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

I. *Escrow*

§1.01 **Appointment and Acknowledgment of Escrow Agent**

(a) Seller and Buyer hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as Escrow Agent pursuant to the terms of this Agreement.

§1.02 **Operation of Escrow**

The parties hereto agree that the escrow created by this Agreement (the “Escrow”) shall operate as follows:

(a) Escrow Deposit. Buyer has delivered to the Escrow Agent the sum of \$210,000 (the “Escrow Deposit”). In addition, in the event that the Closing occurs prior to the date that the FCC Consent and Waiver become a Final FCC Order, Buyer shall deliver the Purchase Price (less \$210,000) and Cure Cost Reimbursement Amount to the Escrow Agent, which such sums shall thereafter be considered the “Escrow Deposit” under this Agreement.

(b) Disposition of Escrow Deposit Prior to or at Closing. The Parties agree that, prior to Closing, the Escrow Deposit shall be held by the Escrow Agent until distributed as follows:

(i) if Escrow Agent receives written instructions signed by Buyer and Seller stating that the Closing will occur after the date that the FCC Consent and Waiver become a Final FCC Order, then, at Closing, the Escrow Deposit shall be distributed to Seller and applied towards the Purchase Price payable by Buyer to Seller under Section 2.1(a) of the Purchase Agreement and all accrued investment income on the Escrow Deposit shall be distributed to Buyer;

(ii) if Escrow Agent receives written instructions signed by Buyer and Seller stating that the Closing will occur prior to the date that the FCC Consent and Waiver become a Final FCC Order, then, at Closing, all accrued investment income on the Escrow Deposit shall be distributed to Buyer and the Escrow Deposit shall be continued to be held by the Escrow Agent pursuant to the terms and subject to the conditions of Section 1.02(c) hereof;

(iii) if Escrow Agent receives written notice signed by Seller that it is entitled to the Escrow Deposit because the Purchase Agreement has been terminated by Seller pursuant to Section 7.2(c) or Section 7.2(d) of the Purchase Agreement, and following the failure of Buyer to make a timely protest after receipt of notice from the Escrow Agent pursuant to Section 1.02(e) hereof, the Escrow Deposit shall be distributed to Seller and all accrued investment income on the Escrow Deposit shall be distributed to Buyer; and

(iv) if Escrow Agent receives written notice signed by Buyer that it is entitled to the Escrow Deposit because the Purchase Agreement has been terminated for any reason other than by Seller pursuant to Section 7.2(c) or Section 7.2(d) of the Purchase Agreement, and following the failure of Seller to make a timely protest after receipt of notice from the Escrow Agent pursuant to Section 1.02(e) hereof, the Escrow Deposit, together with all accrued investment income thereon, shall in each case be distributed to Buyer.

(c) Disposition of Escrow Deposit Following Closing: The Parties agree that, following the Closing, the Escrow Deposit shall be held by the Escrow Agent until distributed as follows:

(i) within five (5) Business Days after the date that the FCC Consent and Waiver become a Final FCC Order, the Escrow Deposit, together with all accrued investment income thereon, net of expenses, shall be distributed to Seller; or

(ii) on the Rescission Closing Date, the Escrow Deposit shall be distributed to Buyer, and all accrued investment income thereon, net of expenses, shall be distributed to Seller.

(d) Joint Instructions. The Parties further agree that the Escrow Deposit shall be dealt with as may be directed from time to time by joint written instructions (“Joint Instructions”) executed by Kim D. Kelly, CRO on behalf of Seller and by Dr. Robert Drewry on behalf of Buyer, and consented to in writing by Silver Point Finance, LLC. In the event of the death or incapacity of Kim D. Kelly or Dr. Robert Drewry, Seller or Buyer, as the case may be, shall notify the Escrow Agent in writing of her or his successor for the purpose of giving Joint Instructions or for otherwise acting in connection with this Agreement.

(e) Disputes. In the event that Buyer or Seller (for purposes of this paragraph referred to as the “Demanding Party”) gives notice to Escrow Agent as provided in Sections 1.02(b)(iii) and 1.02(b)(iv) hereof and makes demand upon Escrow Agent for delivery of the Escrow Deposit and/or any interest or earnings thereon, Escrow Agent shall forthwith serve upon the other party (the “Notified Party”) a copy of the Demanding Party’s notice, with a copy via e-mail to the Notified Party’s counsel, within two business days. Unless the Notified Party protests such delivery in a writing delivered to Escrow Agent within 5 business days after the Notified Party’s receipt of the Demanding Party’s notice from Escrow Agent, Escrow Agent shall thereupon make delivery to the Demanding Party as required by such demand in accordance with Sections 1.02(b)(iii) and 1.02(b)(iv) hereof. If the Notified Party timely and duly protests, Escrow Agent shall hold the Escrow Deposit and any interest or earnings thereon until the disagreement is resolved. In calculating the 5-business day period, the day of delivery shall not be included, and the 5th business day shall end at 5:00 p.m. local Station time on the 5th business day. If Escrow Agent has any reasonable doubt as to whether or not a notice of protest has been timely made, then Escrow Agent shall hold the Escrow Deposit and any interest or earnings thereon as though such protest has been timely made.

§1.03 **Further Provisions Relating to the Escrow**

(a) Seller and Buyer shall indemnify and hold harmless the Escrow Agent against and in respect of any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, and legal and other expenses (including legal fees and expenses of attorneys chosen by the Escrow Agent) as and when incurred arising out of or based on any act, omission, alleged act or alleged omission by the Escrow Agent or any other cause, in any case in connection with the acceptance of, or the performance or non-performance by the Escrow Agent of, any of the Escrow Agent’s duties under this Agreement, except as a result of the Escrow Agent’s bad faith, willful misconduct or gross negligence. The Escrow Agent shall be fully protected by acting in reliance on any notice, advice, direction, other document or signature reasonably believed by the Escrow Agent to be genuine or by acting or failing to act in good faith on the advice of any counsel retained by the Escrow Agent, which may be NF.

(b) The Parties acknowledge that NF acts as counsel to Seller and may continue to serve in that capacity, and neither anything contained herein, the execution or delivery hereof by the Escrow Agent, nor the performance by the Escrow Agent of its duties hereunder shall in any way affect or require termination of such relationship with Seller. The Escrow Agent shall not be liable for any mistake of fact or of law or any error of judgment, or for any act or any omission, except as a result of the Escrow Agent’s bad faith, willful misconduct or gross negligence.

(c) The Escrow Agent makes no representation as to the enforceability, validity, value, genuineness, or the collectability of any security or other document or instrument held by or delivered to the Escrow Agent.

(d) The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Parties hereto agree that the Escrow Agent will not be called on to construe or interpret any contract or instrument. The Escrow Agent shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination, cancellation, or revision of this Agreement, unless in writing and signed by the other Parties hereto and received by the Escrow Agent, and, if the Escrow Agent's duties as Escrow Agent hereunder are affected, unless the Escrow Agent shall have given its prior written consent thereto. The Escrow Agent is authorized to comply with and obey laws, orders, judgments, decrees and regulations of any governmental authority, court, or other judicial tribunal, or the decisions or awards of any arbitrator. If the Escrow Agent complies with any such law, order, judgment, decree, regulation, decision or award, the Escrow Agent shall not be liable to any of the Parties hereto or to any other person even if such law, order, judgment, decree, regulation, decision or award is subsequently reversed, modified, annulled, set aside, vacated, found to have been entered without jurisdiction, or found to be in violation of or beyond the scope of a constitution or a law.

(e) If the Escrow Agent (i) shall be uncertain as to the Escrow Agent's duties or rights hereunder, (ii) shall receive any notice, advice, direction, or other document from any Party with respect to the Escrow Deposit which, in the Escrow Agent's opinion, is in conflict with any of the provisions of this Agreement or of any Joint Instruction or (iii) should be advised that a dispute has arisen with respect to the payment, ownership, or right of possession of the Escrow Deposit or any part thereof (or as to the delivery, non-delivery, or content of any notice, advice, direction, or other document) (any of the foregoing being a "Dispute"), the Escrow Agent shall be entitled, without liability to anyone, to refrain from taking any action other than to use the Escrow Agent's reasonable efforts to keep safely the Escrow Deposit until the Escrow Agent shall be directed otherwise in writing by both other Parties hereto, by an order, decree, or judgment of a court of competent jurisdiction which has been finally affirmed on appeal or which by lapse of time or otherwise is no longer subject to appeal, or by a decision or award of an arbitrator, but the Escrow Agent shall be under no duty to institute or to defend any proceeding, although the Escrow Agent may, in the Escrow Agent's discretion and at the expense of the Parties, institute or defend such proceedings or, at the option of Escrow Agent at any time after the Escrow Agent becomes aware of a Dispute, or is otherwise threatened with litigation or is sued, the Escrow Agent may deposit the Escrow Deposit, or any remaining portion thereof, with the clerk of a court of competent jurisdiction and commence an action in the nature of an interpleader for a determination of the respective rights of the Parties hereto in the Escrow Deposit and, in such case, recover the Escrow Agent's costs and expenses, including attorneys' fees and expenses.

(f) If the Escrow Agent shall be unable to act or shall resign as Escrow Agent hereunder, the Escrow Agent shall give written notice of the Escrow Agent's resignation (the "Notice") to the other Parties hereto, which resignation shall take effect on the earlier of (i) ten (10) business days after the Notice and (ii) at the time when a successor agent accepts in writing the appointment as successor escrow agent and receives from the Escrow Agent the Escrow Deposit. Promptly after receipt of the Notice, the Parties, with the consent of Silver Point Finance, LLC, promptly shall appoint a successor escrow agent. If no successor escrow agent has been appointed and has accepted the Escrow Deposit within ten (10) business days after the

Notice is sent, all responsibilities of the Escrow Agent hereunder shall, nevertheless, cease. The Escrow Agent's sole responsibility thereafter shall be to use the Escrow Agent's reasonable efforts to keep safe the Escrow Deposit and to deliver the Escrow Deposit as may be directed in writing by both of the Parties hereto or by a final judgment of a court of law. In addition, the Escrow Agent may, but is not obligated to, petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereon appoint a successor escrow agent after the Escrow Agent deposits the Escrow Deposit into court and after such notice, if any, to the other Parties hereto as the court may deem proper and prescribe. This Agreement shall not otherwise be assignable by the Escrow Agent without the prior written consent of the other Parties hereto and Silver Point Finance, LLC.

(g) The Escrow Agent's responsibilities and liabilities hereunder, except as a result of the Escrow Agent's own bad faith, willful misconduct or gross negligence, will terminate on the delivery by the Escrow Agent of all the Escrow Deposit under any provision of this Agreement and distribution of the Escrow Deposit by the Escrow Agent in accordance with the terms of this Agreement shall be a perpetual bar both at law and in equity of any claim against the Escrow Agent with respect to such distributed Escrow Deposit.

§1.04 **Income Tax Matters**

(a) Upon written request, the Escrow Agent shall use its commercially reasonable efforts to cause the financial institution at which the Escrow Deposit has been held to issue and deliver to the applicable party a Form 1099 reflecting all interest and other income earned or paid on the Escrow Deposit during calendar year 2009.

(b) The Escrow Agent shall be entitled to reimbursement of any out-of-pocket expenses, if any, it incurs in the performance of its obligations under this Section 1.04.

II. *Administrative Provisions*

§2.01 **Further Action**

At any time and from time to time, each of the Parties hereto (other than the Escrow Agent) agrees, at its expense, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement. In the event of any litigation under this Agreement, the prevailing party will be entitled to its costs of litigation and its reasonable attorneys' fees; provided, however, under no circumstances will the Escrow Agent be required to pay any such costs or fees unless such litigation establishes the Escrow Agent's bad faith, willful misconduct or gross negligence.

§2.02 **Survival**

Subject to Section 1.03(g), the covenants, agreements, representations and warranties contained in or made pursuant to this Agreement shall survive the delivery by the Escrow Agent of the Escrow Deposit, irrespective of any investigation made by or on behalf of any party.

§2.03 **Modification**

This Agreement and the Purchase Agreement set forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by all Parties and consented to in writing by Silver Point Finance, LLC.

§2.04 **Notices**

Any notice, advice, direction, or other document or communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested or given by Federal Express, Express Mail, or similar overnight delivery or courier service or delivered (in person or by telecopy, email or similar telecommunications equipment) against receipt to the party to whom it is to be given at the address of such party set forth in Exhibit A (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 2.04) with a copy to each of the other parties hereto. Any notice, advice, direction, or other document or communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section 2.04 shall be deemed given at the time of receipt thereof.

§2.05 **Waiver**

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist on strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist on strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

§2.06 **Binding Effect**

Subject to Section 1.03(f), the provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs and personal representatives or successors and permitted assigns.

§2.07 **No Third Party Beneficiaries**

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement (except as provided in Section 2.06) other than Silver Point Finance, LLC where consent is required.

§2.08 **Submission to Jurisdiction; Waiver of Jury Trial**

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby irrevocably consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 2.04; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Arkansas and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto irrevocably agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby irrevocably consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 2.04.

(c) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING REGARDING THIS AGREEMENT OR ANY PROVISION HEREOF.

§2.09 **Separability**

If any provision of this Agreement is invalid, illegal, unenforceable, or inapplicable to any person or circumstance to which it is intended to be applicable, such provision shall be deemed to be modified to the minimum extent necessary to avoid such invalidity, illegality, unenforceability, or inapplicability and such provision as so modified, and the remaining provisions of this Agreement, shall remain in effect, provided however, that if such invalidity, illegality, unenforceability, or inapplicability shall have a material adverse effect on the Escrow Agent, then this Agreement shall be void as to the Escrow Agent, except that the provisions of Section 1.03 shall survive.

§2.10 **Headings**

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

§2.11 **Counterparts**

This Agreement may be executed in any number of counterparts (which may be delivered by electronic facsimile transmission), any of which may contain the signatures of less

than all the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§2.12 **Governing Law**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arkansas, without regard to the choice of law provisions thereof.

§2.13 **No Assignment**

Except for assignment by the Escrow Agent pursuant to Section 1.03(f), the rights and obligations of the parties under this Agreement shall not be assignable.

[The remainder of this page is intentionally left blank –
Signature page follows]

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

SELLER:

BORGER BROADCASTING, INC.

By: Constance Vaughn
Name: CONSTANCE VAUGHN
Title: Asst. Corporate Secretary

EQUITY MEDIA HOLDINGS CORPORATION

By: Constance Vaughn
Name: CONSTANCE VAUGHN
Title: Assistant Vice President

EBC WICHITA FALLS, INC.

By: Constance Vaughn
Name: CONSTANCE VAUGHN
Title: Asst. Corporate Secretary

EBC WACO, INC.

By: Constance Vaughn
Name: CONSTANCE VAUGHN
Title: Asst. Corporate Secretary

BUYER:

MIDESSA BROADCASTING, L.P.

By: _____
Name: _____
Title: _____

ESCROW AGENT:

NELIGAN FOLEY LLP

By: _____
Name: _____
Title: _____

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

SELLER:

BORGER BROADCASTING, INC.

By: _____
Name: _____
Title: _____

EQUITY MEDIA HOLDINGS CORPORATION

By: _____
Name: _____
Title: _____

EBC WICHITA FALLS, INC.

By: _____
Name: _____
Title: _____

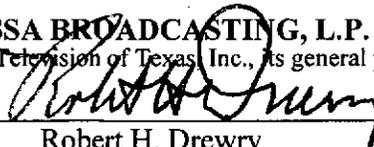
EBC WACO, INC.

By: _____
Name: _____
Title: _____

BUYER:

MIDESSA BROADCASTING, L.P.

By: LCI Television of Texas, Inc., its general partner

By:  _____
Name: Robert H. Drewry
Title: Vice President

ESCROW AGENT:

NELIGAN FOLEY LLP

By: _____
Name: _____
Title: _____

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

SELLER:

BORGER BROADCASTING, INC.

By: _____
Name: _____
Title: _____

EQUITY MEDIA HOLDINGS CORPORATION

By: _____
Name: _____
Title: _____

EBC WICHITA FALLS, INC.

By: _____
Name: _____
Title: _____

EBC WACO, INC.

By: _____
Name: _____
Title: _____

BUYER:

MIDESSA BROADCASTING, L.P.

By: _____
Name: _____
Title: _____

ESCROW AGENT:

NELIGAN FOLEY LLP

By:  _____
Name: James Mank
Title: Partner

EXHIBIT A

ADDRESSES FOR NOTICE

Party	Address for Notice	With Copy To:
<u>Seller</u>	c/o Equity Media Holdings Corporation #1 Shackelford Drive, Suite 400 Little Rock, AR 72211 Attn: Kim D. Kelly, CRO Fax: (501) 221-1101	Neligan Foley LLP 325 N. St. Paul, Suite 3600 Dallas, TX 75201 Attn: Patrick J. Neligan, Jr., Esq. James P. Muenker, Esq. Fax: (214) 840-5301
<u>Buyer</u>	Midessa Broadcasting, L.P. P.O. Box 548 Lawton, OK 73502 Attn: Robert N. Drewry, c/o Laura L. Byrd	Meredith S. Senter, Jr. Lerman Senter PLLC 2000 K Street, NW, Suite 600 Washington, DC 20006 Fax: (202) 293-7783
<u>Escrow Agent</u> Neligan Foley LLP	325 N. St. Paul, Suite 3600 Dallas, TX 75201 Attn: Patrick J. Neligan, Jr., Esq. James P. Muenker, Esq. Fax: (214) 840-5301	
<u>Silver Point Finance, LLC</u>	Two Greenwich Plaza First Floor Greenwich, CT 06830 Attn: Shawn Creedon Fax: (203) 542-4356	Milbank, Tweed Hadley & McCloy LLP One Chase Manhattan Plaza New York, NY 10005-1413 Fax: (212) 530-5219