

ESCROW AGREEMENT

THIS ESCROW AGREEMENT has been made and entered into as of the ____ day of _____, 2005, by and between CSN INTERNATIONAL ("CSN") and Cary S. Tepper, Esquire ("Escrow Agent").

WITNESSETH

WHEREAS, CSN has just completed the sale of the following broadcast stations to Positive Alternative Radio, Inc.:

WJYJ-FM	(Facility ID No. 18852); Fredericksburg, VA
WJYA-FM	(Facility ID No. 88666); Emporia, VA
WPVA-FM	(Facility ID No. 53099); Waynesboro, VA
WJCN-FM	(Facility ID No. 91505); Nassawadox, VA
W249BE	(Facility ID No. 18863); Alexandria, VA
W294AJ	(Facility ID No. 18866); Charlottesville, VA
W299AH	(Facility ID No. 18871); Crewe, VA
W254AH	(Facility ID No. 18879); Farmville, VA
W243AF	(Facility ID No. 18881); Flint Hill, VA
W201BA	(Facility ID No. 18862); Front Royal, VA
W236AD	(Facility ID No. 18869); Lawrenceville, VA
W228BA	(Facility ID No. 18877); Leesburg, VA
W204AZ	(Facility ID No. 86509); Madison Heights, VA
W274AB	(Facility ID No. 18868); Petersburg, VA
W271AD	(Facility ID No. 81284); Smithfield, VA
W201BC	(Facility ID No. 18875); Stanardsville, VA
W291AJ	(Facility ID No. 81226); Waverly, VA
W261CN	(Facility ID No. 18874); Williamsburg, VA
W292CI	(Facility ID No. 18870); Winchester, VA

And, WHEREAS, CSN desires the Escrow Agent to hold and the Escrow Agent is willing to hold the proceeds of the sale of such above-referenced broadcast stations in escrow pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the material covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. ESCROW DEPOSIT. By his signature below, the Escrow Agent acknowledges receipt from CSN of an escrow deposit in the form of cash, certified check or wire transfer in the amount of (approximately \$8,000,000 -- actual amount to be determined at Closing after prorations and adjustments, if any) (the "Escrow Deposit"). The Escrow Deposit shall be deposited in The Columbia Bank, which is a member of the Federal Deposit Insurance Corporation ("FDIC"). The Escrow Deposit shall be held and released by the Escrow Agent in accordance with the terms of this Escrow Agreement. Any interest earned on the Escrow Deposit shall be released to CSN.

2. RELEASE FROM ESCROW. The Escrow Agent shall release the Escrow Deposit only upon receipt of (i) joint written instructions executed by each of CSN Executive Officers Jeffrey Smith and Michael Kestler or (ii) a final order of an arbitration panel selected by CSN (if Messrs. Smith and Kestler otherwise agree to arbitration) or of a court of competent jurisdiction. An order shall be deemed to be a "final order" when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. The Escrow Agent shall in no event be required to resolve any controversy concerning the Escrow Deposit or take any action concerning any such controversy. Upon termination of the escrow provided for herein, CSN agrees to execute and deliver to the Escrow Agent such further documents as he may reasonably request to evidence the termination of this Escrow Agreement and to cause the Escrow Agent to release the Escrow Deposit.

3. CONCERNING THE ESCROW AGENT.

3.1. Fees and Expenses. The Escrow Agent shall not charge any fees for his services hereunder. However, CSN shall be responsible for the payment of any bank fees associated with the maintenance of the Escrow Account and any fees imposed for the transfer of funds into and out of the Escrow Account.

3.2. Resignation and Removal. The Escrow Agent may resign and be discharged from their duties hereunder at any time by giving notice of such resignation to CSN specifying a date (not less than thirty (30) days after the giving of such notice) when such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of Messrs. Smith and Kestler, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Messrs. Smith and Kestler are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint his successor. The Escrow Agent shall continue to serve as Escrow Agent until his successor has assumed in writing the Escrow Agent's obligations hereunder and receive the Escrow Deposit. Messrs. Smith and Kestler may agree at any time to

substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.3. Performance. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. 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 them 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 (i) any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent shall have no responsibility for the contents of any writing submitted to him hereunder and shall be entitled in good faith to rely without any liability upon the contents thereof.

3.4. Indemnification. CSN and Messrs. Smith and Kestler, jointly and severally, agree to indemnify the Escrow Agent and hold him harmless against any and all liabilities incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from its own willful misconduct or gross negligence.

3.5. Interpleader. If, at any time prior to the termination of this Escrow Agreement by the Escrow Agent's delivery of the Escrow Deposit as provided herein, either CSN, Mr. Smith or Mr. Kestler should make demand upon or file suit against the Escrow Agent for the Escrow Deposit, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, he may answer by way of interpleader and name Mr. Smith and Mr. Kestler (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrow Deposit into such court for determination of the respective rights of CSN, Mr. Smith and Mr. Kestler thereto. Upon such tender, the Escrow Agent shall be entitled to receive from CSN, Mr. Smith and Mr. Kestler their reasonable attorney fees and expenses incurred in connection with said interpleader action. As between CSN, Mr. Smith and Mr. Kestler, such fees, expenses and other sums shall be paid by the party which fails to prevail in the proceedings brought to determine the appropriate distribution of the Escrow Deposit. If and when the Escrow Agent shall so interplead such parties, or either of them, and deliver the Escrow Deposit to the clerk of such court, all of his duties shall cease and they shall have no further obligation hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

3.6. Discharge by Delivery. After the Escrow Agent have delivered the Escrow Deposit pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither CSN, Mr. Smith nor Mr. Kestler shall thereafter have any claim

against the Escrow Agent on account of this Escrow Agreement.

3.7. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and any other agreement, written or implied, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent.

4. MISCELLANEOUS.

4.1. Assignment. No party hereto may assign its rights and obligations hereunder without the prior written consent of the other parties hereto.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and assignees of the parties hereto.

4.3. Entire Agreement; Amendments. This Escrow Agreement, as read in conjunction with the Agreement, contains the entire understanding of the parties with respect to the subject matter hereof, and may be amended only by a written instrument duly executed by all the parties hereto.

4.4. Notices. All notices, requests, demands, and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, postage prepaid, addressed as follows:

If to CSN:

Jeffrey Smith
CSN International
3232 W. MacArthur Blvd.
Santa Ana, CA 92704

- and -

Michael Kestler
CSN International
4002 N. 3300 E.

If to Escrow Agent:

Cary S. Tepper

Booth, Freret, Imlay &
Tepper, PC
7900 Wisconsin Avenue
Suite 304
Bethesda, MD 20814-3628

4.5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland, without regard to the conflict of law rules utilized in that jurisdiction.

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

4.7. Continuing Effect. This Agreement shall remain in full force and effect until the Escrow Agent has delivered, in accordance with the terms hereof, the Escrow Deposit, the interest earned thereon, and any other monies and instruments held in escrow by them pursuant to this Agreement.

4.8. Headings. Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, and to evidence their consent to the foregoing, the parties hereto have executed this Escrow Agreement as of the date first above written.

CSN INTERNATIONAL

CARY S. TEPPER, ESCROW AGENT

By: _____
Jeffrey Smith
Executive Officer and Board Member

By: _____
Cary S. Tepper
Booth, Freret, Imlay & Tepper, PC

Date: _____

Date: _____

By: _____

Michael Kestler

Executive Officer and Board Member

Date: _____