

original re-signed

ESCROW AGREEMENT

This Escrow Agreement is made and entered into as of 24th JAN, 2017 by and among Kelley Enterprises of Muskegon, Inc. ("Seller"), WMKG, LLC ("Buyer"), and Koerner & Olender, P.C. ("Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement (hereinafter referred to as the "Agreement") of even date herewith for the sale and purchase of certain of the assets used and useful in connection with the operation of ^{T.V.} Radio Station WMKG-LD, Muskegon, Michigan. Capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Agreement.

WHEREAS, the parties desire Escrow Agent to hold certain deposit monies in escrow until the Closing thereunder;

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

1. Receipt of Deposit. By its signature below, Escrow Agent acknowledges receipt from Buyer of the sum of Ten Thousand Dollars (\$10,000.00) (the "Escrow Account"). At Closing pursuant to the Agreement, Buyer shall deposit the additional sum of Ninety Thousand Dollars (\$90,000.00) to the Escrow Account. The Escrow Account shall be held and released by Escrow Agent in accordance with the terms of this Escrow Agreement.

2. Deposit of Escrow Account. Unless otherwise instructed by Buyer, Escrow Agent shall hold the Escrow Account in Escrow Agent's IOLTA account which accrues no interest for the benefit of Buyer. At the specific request of Buyer, Escrow Agent shall invest the Escrow Account in one or more interest-bearing accounts in a bank located in the State of Maryland, and selected by Escrow Agent in its sole discretion. In the event the Escrow Account is invested in an interest-bearing account, for tax reporting purposes, all interest earned on the Escrow Account shall be deemed to be for the account of Buyer, and Buyer shall provide its tax identification number to Escrow Agent.

3. Release from Escrow. Escrow Agent shall release the Escrow Account as follows:

- (a) Upon receipt of joint written instructions executed by Seller and Buyer.
- (b) Upon receipt of a final order of an arbitration panel selected by Seller and Buyer (if Seller and Buyer otherwise agree to arbitration) or of a court of competent jurisdiction. An order shall be deemed "final" when, by lapse of time or otherwise, it is no longer subject to reconsideration or review.
- (c) Upon written notice signed by Seller or Buyer stating that the notifying party is entitled to the Escrow Account, or any portion thereof (exclusive of interest), provided, however, that upon receipt of such notice the Escrow Agent shall promptly send a copy of such notice to the other party. If the other party fails to object to such notice within ten (10) business days, Escrow Agent shall release the Escrow Account, or portion thereof, as claimed. If the other party makes a timely objection, Escrow Agent shall promptly notify the claiming party, and shall make no release of the Escrow Account, or any portion thereof, until the conditions of subparagraphs (a) or (b) above have been satisfied. The Escrow Agent may, at any time there is a dispute between the parties, file an interpleader action in a court of competent jurisdiction, and release the Escrow Account to such court.

4. Indemnity. Seller and Buyer jointly and severally agree to indemnify and hold Escrow Agent harmless against any loss, claim, damage, liability, or expense incurred in connection with its duties as Escrow Agent, or in connection with any action suit, proceeding, claim or alleged liability arising from this Escrow Agreement, provided, however, that Escrow Agent shall not be so indemnified or held harmless for gross negligence or willful misconduct by it or any of its agents or employees, nor for its breach of this Escrow Agreement.

5. Notices. All notices and other communications hereunder shall be in writing and be sent by telecopier, facsimile transmission or other electronic means of transmitting documents, or sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. If electronically transmitted, such communication shall be deemed delivered the next business day after transmission; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the postal service, or, if the addressee, fails or refuses to accept delivery, as of the date of such failure or refusal. The respective addresses to be used for all such notices or communications are as follows:

(a) If to Seller: Fenton L. Kelley, President
Kelley Enterprises of Muskegon, Inc.
4237 Airline Rd.
Muskegon, MI
Wmkg@aol.com

(b) If to Buyer: Steve H. Kanzer
9045 La Fontana Blvd, Suite 238
Boca Raton, FL 33434
steve@accreditedvc.com

(c) If to Escrow Agent: Koerner & Olender, P.C.
Attn: James A. Koerner
7020 Richard Drive
Bethesda, MD 20817
Jkoerner.law@comcast.net

Any notice sent to Escrow Agent shall also be sent to the other party.

6. Duties of Escrow Agent. Any provision herein to the contrary notwithstanding, Escrow Agent shall not have notice or be deemed to have notice of any other agreement or document herein referenced and shall not be bound by same. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth herein.

6. Compensation of Escrow Agent. Except for the indemnification provided for in Paragraph 4, Escrow Agent shall not receive any compensation for its services as escrow agent.

7. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Counterparts. This Escrow Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed and interpreted by the law of the State of Michigan except for the choice of law rules utilized in that State.

[SIGNATURE PAGE FOLLOWS]

10. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

SELLER:

KELLEY ENTERPRISES OF MICHIGAN, INC.

By: Fenton 2/16/04

BUYER:

WMKG, LLC

By: [Signature]

ESCROW AGENT:

KOERNER & OLENDER, P.C.

By: James A. Koerner