

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Escrow Agreement**") made and entered into this 10th day of March, 2016, is among Miller Communications, Inc., a South Carolina corporation ("**Seller**"), Alpha Media LLC, a Delaware limited liability company ("**Purchaser**"), and Turner Padgett Graham & Laney, PA ("**Escrow Agent**"). This Escrow Agreement is executed pursuant to the terms of a certain Asset Purchase Agreement (the "**Purchase Agreement**") dated as of the date hereof between Seller, Purchaser and an affiliate of Purchaser pertaining to the sale of the Seller's FM translator station W259CL (formerly W258CP), Orangeburg, South Carolina (FCC Facility ID #142011) and a construction permit authorizing a modification of the Station's facilities to broadcast from a location serving Columbia, South Carolina (FCC File No. BPFT-20151214AEQ, the "Columbia CP").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, intending to be legally bound, hereby agree as follows:

1. Seller and Purchaser hereby appoint the Escrow Agent as the escrow agent for the purposes as set forth in this Escrow Agreement, and the Escrow Agent hereby accepts such appointment, under the terms and conditions as set forth in this Escrow Agreement.

2. Within five (5) days after the date of this Agreement, Purchaser shall deposit with the Escrow Agent, pursuant to the terms of the Purchase Agreement, the sum of Seventeen Thousand Four Hundred Fifty Seven Dollars (\$17,457.00) (the "**Earnest Money**"). Purchaser shall notify the Escrow Agent in writing at or prior to the time when the Earnest Money is sent to the Escrow Agent pursuant to this Agreement. Upon receipt of the Earnest Money, the Escrow Agent shall provide Purchaser's counsel and Seller's counsel with e-mail confirmation at the following e-mail addresses: rip@bblawsc.com (counsel to Seller) and GMasters@wileyrein.com (counsel to Purchaser).

3. Except as set forth in Paragraph 7 or Paragraph 8 below, the Earnest Money deposited herein shall be disbursed by Escrow Agent only pursuant to a joint written direction executed by Seller and Purchaser.

4. The Earnest Money shall be deposited and held in Escrow Agent's trust account. The Escrow Agent shall not receive compensation for its services as escrow agent hereunder.

5. The parties hereto agree that the Escrow Agent shall be under no duty to invest or reinvest any deposits at any time held by Escrow Agent pursuant to this Escrow Agreement.

6. Purchaser and Seller jointly and severally agree to indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense, including, but not limited to, reasonable attorneys' fees incurred and arising out of or in connection with its acceptance or performance of its duties and obligations under this Escrow Agreement, as well as the

documented out-of-pocket costs and expenses of defending against any claim or liability arising out of or relating to this Escrow Agreement, except for any such costs and expenses that arise out of the gross negligence or willful misconduct of the Escrow Agent.

7. In the event of any disagreement between Seller and Purchaser resulting in adverse claims and demands being made in connection with, or for, any Earnest Money held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrow Agent shall not deliver or disburse the Earnest Money, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:

(a) authorization executed by Seller and Purchaser; or

(b) a certified or file-stamped copy of a court order from a court of competent jurisdiction resolving the disagreement or directing a specific distribution of all or any portion of the Earnest Money.

Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

8. In the event of any disagreement between Seller and Purchaser resulting in adverse claims and demands being made in connection with the Earnest Money, Escrow Agent may commence an interpleader action and deposit the Earnest Money with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Purchaser and Seller. Purchaser and Seller shall jointly reimburse Escrow Agent for any and all documented out-of-pocket expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of an interpleader action.

9. Upon completion of the disbursement of the Earnest Money, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

10. In the event of any conflict between this Escrow Agreement and the Purchase Agreement, as between Seller and Purchaser, the Purchase Agreement shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

11. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty days advance notice in writing of such resignation to the parties to this Escrow Agreement, specifying a date when such resignation will take effect. If the parties to this Escrow Agreement have failed to appoint a successor Escrow Agent prior to the expiration of thirty days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief, and any such resulting appointment will be binding upon all of the parties to this Escrow Agreement. The Escrow Agent's sole responsibility after such thirty day

notice period expires will be to hold the Earnest Money (without any obligation to reinvest the same) and to deliver the same to a designated substitute Escrow Agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery the Escrow Agent's obligations hereunder will cease and terminate. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated will be the Escrow Agent under this Escrow Agreement without further action.

12. Any notice, demand or request, consent or approval ("**Notice**") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing and directed to Seller, Purchaser and Escrow Agent as follows:

If to Seller:

Miller Communications, Inc.  
51 Commerce Street  
Sumter, SC 29150  
Attention: Harold T. Miller, Jr. President  
E-mail: [hmiller@miller.fm](mailto:hmiller@miller.fm)

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

Bernstein and Bernstein, LLC  
1019 Assembly Street  
Columbia, SC 29201  
Attention: Rip Sanders  
E-mail: [rip@bblawsc.com](mailto:rip@bblawsc.com)

If to Purchaser:

Alpha Media LLC  
1015 Eastman Drive  
Bigfork, MT 59911  
Attention: Larry Wilson, Chairman  
E-mail: [Larry@alphamediausa.com](mailto:Larry@alphamediausa.com)

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

Alpha Media LLC  
1211 SW 5th Avenue, Suite 750  
Portland, OR 97204  
Attention: Donna Heffner, CFO  
E-mail: [Donna.Heffner@alphamediausa.com](mailto:Donna.Heffner@alphamediausa.com)

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

Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Attention: Kathleen A. Kirby  
E-mail: [KKirby@wileyrein.com](mailto:KKirby@wileyrein.com)

If to Escrow Agent:

Turner Padget Graham & Laney, PA  
319 S. Irby Street  
Florence, SC 29501  
Attention: Jeffrey L. Payne  
E-mail: [Jpayne@turnerpadget.com](mailto:Jpayne@turnerpadget.com)

Notices shall be either (i) personally delivered (including delivery by Federal Express, Airborne, Emery or other similar courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail or (iii) sent by electronic mail, provided the sender of such email has evidence that the email was received by the addressee's email account, in which case they shall be deemed delivered on the date of receipt by the addressee's email account. Any party may by written notice to the other parties given as provided in this Escrow Agreement change its address for service of Notice.

13. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Escrow Agreement.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

15. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

of the 4<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as  
day of March, 2016.

**SELLER:**  
MILLER COMMUNICATIONS, INC.

By: [Signature]  
Name: HAROLD T. MILLER, Sr.  
Its: Pres/CEO

**PURCHASER:**  
ALPHA MEDIA LLC

By: \_\_\_\_\_  
Name: Lawrence R. Wilson  
Its: Chairman

**ESCROW AGENT:**  
TURNER BUDGET GRAHAM & LANEY, PA

By: [Signature]  
Name: JEFFREY L. PAYNE  
Its: Shareholder

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the \_\_\_\_\_ day of March, 2016.

**SELLER:**  
**MILLER COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER:**  
**ALPHA MEDIA LLC**

By: \_\_\_\_\_  
Name: Lawrence R. Wilson  
Its: Chairman

*Lawrence R. Wilson*  
*Bob Proffitt*  
*CEO*

**ESCROW AGENT:**  
**TURNER PADGET GRAHAM & LANEY, PA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_