

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into this 18th day of June, 2004, by and among Barrington Michigan Corporation, a corporation organized under the laws of Delaware ("Buyer"), ACME Television, LLC, a limited liability company organized under the laws of Delaware ("Seller"), and Branch Banking and Trust Co. ("Escrow Agent"), a North Carolina chartered banking corporation.

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement dated June 18, 2004 (the "Purchase Agreement") pursuant to which Seller will assign and otherwise convey to Buyer certain assets (the "Station Assets") used or useful in the operation of a new full power broadcast television station in the Flint, Michigan DMA (the "Station"), including but not limited to a construction permit to be issued by the Federal Communications Commission as more specifically described in the Purchase Agreement; and

WHEREAS, Seller and Buyer desire Escrow Agent to establish and maintain an escrow account for certain monies to be held to secure Buyer's performance under the Purchase Agreement, and Escrow Agent is willing to do so, all upon the terms and conditions set forth in this Agreement, and;

WHEREAS, this Agreement is the Escrow Agreement referred to in Section 5 of the Purchase Agreement;

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants set forth herein, it is hereby agreed as follows:

ARTICLE I. Delivery of Escrow Funds

1.1. Buyer and Seller hereby designate and appoint the Escrow Agent to act as escrow agent under this Agreement, and Escrow Agent accepts such appointment on the terms and conditions set forth in this Agreement.

1.2. Upon execution of this Agreement, Buyer will deliver to Escrow Agent by certified check or wire transfer of immediately available funds the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000). The foregoing funds are hereinafter referred to as the "Escrow Funds."

1.3. The Escrow Funds shall be held as security on the terms and subject to the provisions set forth herein for the performance of Buyer's obligations pursuant to the Purchase Agreement.

ARTICLE II. Maintenance and Distribution of Escrow Funds

2.1. Upon receipt of the Escrow Funds, Escrow Agent shall promptly place the monies in an interest-bearing account selected by Buyer in the name of “Barrington Michigan Escrow Account” (the “Escrow Account”).

2.2. Upon written notice signed by Seller and Buyer stating the closing of the transaction contemplated by the Purchase Agreement has occurred, Escrow Agent shall deliver the Escrow Funds to Seller in accordance with the directions set forth in such notice.

2.3. Upon written notice signed by Seller to Escrow Agent, with evidence of simultaneous service on Buyer, that the Agreement has been terminated prior to any Closing due to Buyer’s material breach of the Agreement (“Seller’s Notice”), Escrow Agent shall, ten (10) business days after receipt of such notice, deliver the Escrow Funds thereon to Seller by certified or bank check unless Buyer shall, prior to the expiration of the aforesaid ten business day-period, give notice to Escrow Agent and Seller of its countervailing claim to the Escrow Funds (“Buyer’s Rebuttal Notice”).

2.4. Upon written notice signed by Buyer to Escrow Agent, with evidence of simultaneous service on Seller, that the Agreement has been terminated prior to any Closing for a reason other than Buyer’s material breach of the Agreement (“Buyer’s Notice”), Escrow Agent shall deliver the Escrow Funds and all accrued interest earned thereon to Buyer by certified or bank check ten (10) business days after receipt of Buyer’s Notice unless Seller shall, prior to the expiration of the aforesaid ten business day-period, give notice to Escrow Agent and Buyer of its countervailing claim to the Escrow Funds (“Seller’s Rebuttal Notice”).

2.5. (a) After timely receipt by Escrow Agent of Seller’s Rebuttal Notice or Buyer’s Rebuttal Notice, as the case may be, Escrow Agent shall not deliver the Escrow Funds until such time as Escrow Agent receives (i) a written agreement signed by Seller and Buyer providing instructions as to the disposition of the Escrow Funds, or (ii) a certified copy of a court order or judgment which has become final (meaning that the order is no longer subject to reconsideration or review by a court of competent jurisdiction) with respect to the disposition of Seller’s or Buyer’s claim. Escrow Agent shall deliver the Escrow Funds in accordance with said agreement, order or judgment. Accrued interest shall be delivered immediately at all times to Buyer.

(b) Notwithstanding anything in this section to the contrary, after receipt by Escrow Agent of Seller’s Rebuttal Notice, Buyer’s Rebuttal Notice, or any other written communication from both parties indicating that there is a dispute concerning the distribution of the Escrow Funds, Escrow Agent may (i) deposit the Escrow Funds with a new Escrow Agent agreed to in writing by Seller and Buyer or any court which has assumed jurisdiction of any dispute, or (ii) commence an action in interpleader in any court of competent jurisdiction and deposit the Escrow Funds with the court. Accrued interest shall at all times be paid to Buyer.

2.6. Notwithstanding any other provision of this Agreement, Escrow Agent shall, upon receipt of written instructions signed jointly by Seller and Buyer, deliver the Escrow Funds to the party named in such instruction.

ARTICLE III. General Provisions

3.1. This Escrow Agreement shall become effective as of the date hereof and shall continue in force until the delivery of the Escrow Funds and accrued interest by Escrow Agent pursuant to the terms of this Agreement.

3.2. All notices, demands and other communications authorized or required by this Agreement shall be in writing, shall be delivered by personal delivery, by facsimile (with written confirmation of receipt), or by overnight delivery service (charges prepaid) and shall be delivered to each party at the following addresses (or at such other address as any party may designate in writing to the other parties):

If to Seller:

Doug Gealy, President & COO
ACME Television, LLC
10829 Olive Boulevard
Suite 202
St. Louis, MO 63141
Tel: (314) 989-0566
Fax: (314) 989-0616

and

Tom Allen, Executive VP and CFO
ACME Television, LLC
2102 East Fourth Street
Suite 202A
Santa Ana, CA 92705
Tel: (714) 245-9499
Fax: (714) 245-9494

with copy to:

Lewis J. Paper
Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street, N.W.
Washington, DC 20037
Tel: (202) 785-9700
Fax: (202) 887-0689

If to Buyer:

Paul M. McNicol
Managing Member
Pilot Group Manager LLC
Barrington Michigan Corporation
Suite 3E
625 Madison Avenue
New York, NY 10022
Tel: 212-486-4666
Fax: 212-486-2896

with a copy to

John Griffith Johnson, Jr., Esq.
Paul Hastings Janofsky & Walker LLP
1299 Pennsylvania Avenue, NW
Washington, DC 200004
Tel: 202-508-9578
Fax: 202-508-9700

If to Escrow Agent:

Branch Banking and Trust Co.
1909 K Street, NW
Suite 200
Washington, DC 20006
Attn: Commercial Deposit Services
Tel: 202-835-9249
Fax: 202-835-9289

A copy of any notice or other communication given by any party to any other party hereto shall be given at the same time to every party to this Escrow Agreement.

3.3. As compensation for its services hereunder, the Escrow Agent shall be paid a fee equally by Buyer and Seller in the amount of Five Hundred Dollars (\$500) per year (or any portion thereof), payable in advance at the time of execution of this Agreement, and on the anniversary date of this Agreement for each succeeding year thereafter for as long as this Agreement remains in effect. Notwithstanding anything set forth herein to the contrary, the Escrow Agent is hereby authorized to charge its fees against the Escrow Fund if such fees have not been paid in full prior to the final disbursement of the Escrow Fund.

3.4. Seller and Buyer shall indemnify and hold Escrow Agent harmless from and against any and all taxes, assessments, liabilities, claims, damages, actions, suits or other charges incurred by or assessed against Escrow Agent for anything done or omitted by Escrow Agent in the performance of Escrow Agent's duties hereunder, except as a result of Escrow Agent's own gross negligence or willful misconduct. Seller and Buyer shall share equally in paying any expense incurred by the Escrow Agent in the discharge of its duties hereunder. This provision shall survive any termination of Escrow Agent's duties hereunder.

3.5. The following terms and conditions shall govern and control with respect to the rights, duties, liabilities and immunities of Escrow Agent:

(a) Escrow Agent is not a party to, and is not bound by, any agreement which may be evidenced by, or arise out of, this Agreement, other than as expressly set forth herein. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Agreement) between any of the parties hereto, conflict or are inconsistent with any of the provisions of this Agreement, the terms and provisions of this Agreement shall govern and control in all respects.

(b) Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other document which Escrow Agent in good faith believes to be genuine and what it purports to be.

(c) Escrow Agent shall not be bound by any modification of this Agreement unless there is delivered to Escrow Agent a modification signed by Seller and Buyer. No such modification shall, without the written consent of Escrow Agent, modify the provisions of Sections 3.3, 3.4, 3.5 or 3.7 of this Agreement.

(d) Escrow Agent shall have no duties or responsibilities except those expressly set forth herein.

(e) Escrow Agent may consult with legal counsel of its choice with regard to any legal questions arising in connection with its duties or responsibilities hereunder and shall have no liability or responsibility by reason of any action it may take or fail to take in accordance with the opinions of such counsel.

3.6. In the event that one party files a lawsuit or institutes other formal legal action (including any counterclaim to a lawsuit filed by the other party) to enforce its right to the Escrow Funds under this Agreement, the prevailing party shall be reimbursed by the other party (either Seller or Buyer, as the case may be) for all reasonable expenses incurred therewith, including reasonable attorneys' fees.

3.7. Escrow Agent may resign at any time upon giving the other parties hereto thirty (30) days prior written notice to that effect. In such event, the successor shall be such person or other party as shall be mutually selected by Buyer and Seller. Any such resignation shall not be effective until a successor agrees to act hereunder; provided, that, if no successor is appointed within thirty (30) days after such notice is given, Escrow Agent shall deliver the Escrow Funds into a court of competent jurisdiction.

3.8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

3.9. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

3.10. This Agreement sets forth the entire agreement between Seller, Buyer, and Escrow Agent and supersedes any and all prior and contemporaneous agreements and

understandings with respect to the escrow of funds under the Purchase Agreement. This Agreement shall be enforced under the laws of the State of Michigan without regard to conflict of law provisions.

3.11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall collectively be deemed one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

BARRINGTON MICHIGAN CORPORATION

By: _____
Name:
Title:

ACME TELEVISION, LLC

By: _____
Name:
Title:

BRANCH BANKING AND TRUST CO.

By: _____
Name:
Title: