

## ESCROW AGREEMENT

This Escrow Agreement (this “Escrow Agreement”), dated as of November 19, 2015, is by and among LocusPoint Networks, LLC (“Seller”), a Delaware limited liability company whose principal place of business is at Pleasanton Corporate Commons, 6200 Stoneridge Mall Road, Suite 300, Pleasanton, CA 94588; HME Equity Fund II, LLC (“Buyer”), a Florida limited liability company having its principal place of business at 20 N Orange Ave, STE 1550, Orlando, FL 32801 (Buyer and Seller collectively, the “Escrow Parties”); and BNY Mellon, National Association, a national banking association with its principal place of business at BNY Mellon Center, Pittsburgh, PA 15258 (the “Escrow Agent”).

WHEREAS, Buyer, Seller, and certain of Seller’s affiliates entered into an Asset Purchase Agreement, dated November 19, 2015 (the “Purchase Agreement”), pursuant to which Buyer intends to purchase, and Seller and such affiliates intend to sell, substantially all of the assets of the following Digital Class A television broadcast stations (“Transaction”): W33BY-D, Detroit, MI (FCC Facility ID No. 25722); WBNF-CD, Buffalo, NY (FCC Facility ID No. 14326); and WMJF-CD, Towson, MD (FCC Facility ID No. 191262) (each individually a “Station” and collectively, the “Stations”). Seller’s affiliates hold all of the FCC licenses associated with the operation of the Stations and all of the operating assets used solely in connection with the operation of the Stations.

WHEREAS, pursuant to the Purchase Agreement, Buyer is required to place an amount in escrow as security for the performance by Buyer of certain of its obligations under the Purchase Agreement; and

WHEREAS, the parties now desire to set forth their understandings with regard to the escrow account established by this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements of the parties contained in this Escrow Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Appointment of Agent.** The Escrow Parties appoint the Escrow Agent as their agent to hold in escrow, and to administer the disposition of, the Escrow Fund (as defined below) in accordance with the terms of this Escrow Agreement, and the Escrow Agent accepts such appointment.

**2. Establishment of Escrow.**

(a) Concurrently with the execution of this Escrow Agreement, Buyer shall cause Five Million Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$5,937,500.00) (“Deposit”) to be deposited with the Escrow Agent, and Escrow Agent shall promptly upon request acknowledge to the Escrow Parties or any of them receipt of any funds so deposited.

(b) The Deposit and all additional amounts now or hereafter deposited with the Escrow Agent, together with all interest, dividends and other income earned thereon, shall be

referred to as the “Escrow Fund.” Accordingly, the term “Escrow Fund” shall refer to the Deposit, and to such lesser or greater amount as may be held pursuant hereto at any point during the term hereof.

(c) Upon the execution of this Escrow Agreement, Buyer shall deliver one fully executed original of this Escrow Agreement to the Escrow Agent in accordance with the Notice section below.

**3. Customer Identification and TIN Certification.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each individual or entity that opens an account. Therefore, the Escrow Agent must obtain the name, address, taxpayer or other government identification number, and other information, such as date of birth for individuals, for each individual and business entity that is a party to this Escrow Agreement. For individuals signing this Escrow Agreement on their own behalf or on behalf of another, the Escrow Agent requires a copy of a driver’s license, passport or other form of photo identification. For business and other entities that are parties to this Escrow Agreement, the Escrow Agent will require such documents, as it deems necessary to confirm the legal existence of the entity.

At the time of or prior to execution of this Escrow Agreement, any Escrow Party providing a tax identification number for tax reporting purposes shall provide to the Escrow Agent a completed IRS Form W-9 (or the appropriate IRS Form W-8, in the case of non U.S. persons), and every individual executing this Escrow Agreement on behalf of an Escrow Party shall provide to the Escrow Agent a copy of a driver’s license, passport or other form of photo identification acceptable to the Escrow Agent. The Escrow Parties agree to provide to the Escrow Agent such organizational documents and documents establishing the authority of any individual acting in a representative capacity as the Escrow Agent may require in order to comply with its established practices, procedures and policies.

The Escrow Agent is authorized and directed to report all interest and other income earned on the Escrow Fund in accordance with the Form W-9 (or the appropriate IRS Form W-8, in the case of non U.S. persons) information provided to the Escrow Agent by Buyer. The Escrow Parties understand that, in the event one or more tax identification number is not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Deposit.

**4. Deposit of the Escrow Fund.** The Escrow Agent shall deposit the Escrow Fund in one or more interest-bearing deposit accounts at BNY Mellon, National Association in accordance with such joint written instructions and directions as may from time to time be provided to the Escrow Agent by Buyer and Seller. In the event that the Escrow Agent does not receive written instructions, the Escrow Agent shall deposit the Escrow Fund in a checking with interest account at BNY Mellon, National Association. Deposits shall in all instances be subject to the Escrow Agent’s standard funds availability policy. The Escrow Agent shall not be responsible for any loss due to interest rate fluctuation or early withdrawal penalty. The Escrow Parties understand that deposits of the Escrow Fund are not necessarily insured by the United States Government or any agency or instrumentality thereof, or of any state or municipality, and that such deposits do

not necessarily earn a fixed rate of return. In no instance shall the Escrow Agent have any obligation to provide investment advice of any kind. The Escrow Agent shall not be liable or responsible for any loss resulting from any deposits made pursuant to this Section 4, other than as a result of the gross negligence or willful misconduct of the Escrow Agent.

**5. Release of the Escrow Fund.**

**(a) Disposition of the Escrow Fund.** Escrow Agent shall hold the Escrow Fund until it delivers the Escrow Fund as provided in this Section 5(a):

- i. If the Escrow Agent receives written instructions from all of the Escrow Parties, or their respective successors or assigns, substantially in the form of Exhibit A, as to the disbursement of the Escrow Fund or any portion thereof (“Joint Written Instructions”), the Escrow Agent shall disburse the Escrow Fund pursuant to such Joint Written Instructions. The Escrow Agent shall have no obligation to follow any directions set forth in any Joint Written Instructions unless and until the Escrow Agent is satisfied, in its sole discretion, that the persons executing said Joint Written Instructions are authorized to do so.
- ii. If the Escrow Agent receives a Final Determination as provided in Section 5(b) hereof, the Escrow Agent shall disburse the Escrow Fund pursuant to such Final Determination.
- iii. Notwithstanding anything to the contrary in this Escrow Agreement, if any amount to be released at any time or under any circumstances exceeds the balance in the Escrow Fund, the Escrow Agent shall release the balance in the Escrow Fund and shall have no liability or responsibility to the Escrow Parties for any deficiency.

**(b) Final Determination.** For purposes of this Escrow Agreement, the term “Final Determination” means either (i) any joint written instructions to the Escrow Agent executed by both Seller and Buyer, including without limitation a settlement agreement, directing delivery of the Escrow Fund (or any portion thereof) or (ii) a copy of a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Fund, together with a certification of the presenting party to the effect that the attached court order is final and non-appealable and from a court of competent jurisdiction or the attached arbitration decision is final and non-appealable, upon which certification the Escrow Agent shall be entitled to conclusively rely without further investigation.

**6. Methods of Payment.** All payments required to be made by the Escrow Agent under this Escrow Agreement shall be made by wire transfer or by check in accordance with written payment instructions provided to the Escrow Agent by the party receiving the funds. Any wire transfers shall be made subject to, and in accordance with, the Escrow Agent’s normal funds transfer procedures in effect from time to time. The Escrow Agent shall be entitled to rely upon all bank and account information provided to the Escrow Agent by any of the Escrow Parties. The Escrow Agent shall have no duty to verify or otherwise confirm any written wire transfer

instructions but it may do so in its discretion on any occasion without incurring any liability to any of the Escrow Parties for failing to do so on any other occasion. Any such verification may include, but not be limited to, a telephone call to the party receiving the funds or to one or more of the Escrow Parties in accordance with Section 14. The Escrow Parties agree that any such call back is a commercially reasonable security procedure and that the Escrow Agent may record such calls according to the Escrow Agent's standard operating procedures or as the Escrow Agent deems appropriate for security and/or service purposes. The Escrow Agent shall process all wire transfers based on bank identification and account numbers rather than the names of the intended recipient of the funds, even if such numbers pertain to a recipient other than the recipient identified in the payment instructions. The Escrow Agent shall have no duty to detect any such inconsistencies and shall resolve any such inconsistencies by using the account number. Attached as Exhibit B is the wire transfer information for the Escrow Parties. The Escrow Parties shall promptly notify the Escrow Agent of any changes to their wire transfer information contained in Exhibit B and the Escrow Agent may rely on the wire transfer information contained in Exhibit B until notified of a change in writing.

## **7. Responsibilities and Liability of Escrow Agent.**

(a) **Duties Limited.** The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement. The Escrow Agent's duties shall be determined only with reference to this Escrow Agreement and applicable laws and it shall have no implied duties. The Escrow Agent shall not be bound by, deemed to have knowledge of, or have any obligation to make inquiry into or consider, any term or provision of any agreement between any of the Escrow Parties and/or any other third party or as to which the escrow relationship created by this Escrow Agreement relates, including without limitation any documents referenced in this Escrow Agreement.

(b) **Limitations on Liability of Escrow Agent.** Except in cases of the Escrow Agent's bad faith, willful misconduct or gross negligence, the Escrow Agent shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith believed by the Escrow Agent to be genuine, (ii) in assuming that any person purporting to give the Escrow Agent any of the foregoing in connection with either this Escrow Agreement or the Escrow Agent's duties, has been duly authorized to do so, and (iii) in acting or failing to act in good faith on the advice of any counsel retained by the Escrow Agent. The Escrow Agent shall not be liable for any mistake of fact or law or any error of judgment, or for any act or omission, except as a result of its bad faith, willful misconduct or gross negligence. The Escrow Agent shall not be responsible for any loss incurred upon any action taken under circumstances not constituting bad faith, willful misconduct or gross negligence.

In connection with any payments that the Escrow Agent is instructed to make by wire transfer, the Escrow Agent shall not be liable for the acts or omissions of (i) any Escrow Party or other person providing such instructions, including without limitation errors as to the amount, bank information or bank account number; or (ii) any other person or entity, including without limitation any Federal Reserve Bank, any transmission or communications facility, any funds

transfer system, any receiver or receiving depository financial institution, and no such person or entity shall be deemed to be an agent of the Escrow Agent.

Without limiting the generality of the foregoing, it is agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages which the parties may incur or experience by reason of having entered into or relied on this Escrow Agreement or arising out of or in connection with the Escrow Agent's services, even if the Escrow Agent was advised or otherwise made aware of the possibility of such damages; nor shall the Escrow Agent be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control.

In the event that the Escrow Agent shall be uncertain as to its duties or rights under this Escrow Agreement, or shall receive any certificate, statement, request, notice, advice, instruction, direction or other agreement or instrument from any other party with respect to the Escrow Fund which, in the Escrow Agent's reasonable and good faith opinion, is in conflict with any of the provisions of this Escrow Agreement, or shall be advised that a dispute has arisen with respect to the Escrow Fund or any part thereof, the Escrow Agent shall be entitled, without liability to any person, to refrain from taking any action other than to keep safely the Escrow Fund until the Escrow Agent shall be directed otherwise in accordance with Joint Written Instructions or an order of a court with jurisdiction over the Escrow Agent. The Escrow Agent shall be under no duty to institute or defend any legal proceedings, although the Escrow Agent may, in its discretion and at the expense of the Escrow Parties as provided in subsections (c) or (d) immediately below, institute or defend such proceedings.

(c) **Indemnification of Escrow Agent.** The Escrow Parties jointly and severally agree to indemnify the Escrow Agent for, and to hold it harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Escrow Agent) as and when incurred, arising out of or based upon 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 performance or non-performance by the Escrow Agent of, any of the Escrow Agent's duties under this Escrow Agreement, except as a result of the Escrow Agent's bad faith, willful misconduct or gross negligence.

(d) **Authority to Interplead.** The Escrow Parties authorize the Escrow Agent, if the Escrow Agent is threatened with litigation or is sued, to interplead all interested parties in any court of competent jurisdiction and to deposit the Escrow Fund with the clerk of that court. In the event of any dispute under this Escrow Agreement, the Escrow Agent shall be entitled to petition a court of competent jurisdiction and shall perform any acts ordered by such court.

8. **Termination.** This Escrow Agreement and all the obligations of the Escrow Agent under this Escrow Agreement shall terminate upon the earliest to occur of the release of the entire Escrow Fund by the Escrow Agent in accordance with this Escrow Agreement or the deposit of the Escrow Fund by the Escrow Agent in accordance with Section 7(d) hereof.

**9. Removal of Escrow Agent.** The Escrow Parties acting together shall have the right to terminate the appointment of the Escrow Agent by giving no less than thirty (30) days' prior written notice, specifying the date upon which such termination shall take effect. Thereafter, the Escrow Agent shall have no further obligation to the Escrow Parties except to hold the Escrow Fund as depository and not otherwise. The Escrow Parties agree that they will jointly appoint a banking corporation, trust company or attorney as successor escrow agent. Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from the Escrow Parties designating the successor escrow agent. Escrow Agent shall deliver all of the then remaining balance of the Escrow Fund to such successor escrow agent in accordance with such instructions and upon delivery of the Escrow Fund, the Escrow Agent shall have no further duties or responsibilities hereunder.

**10. Resignation of Escrow Agent.** The Escrow Agent may resign and be discharged from its duties and obligations hereunder at any time by giving no less than thirty (30) days' prior written notice of such resignation to the Escrow Parties, specifying the date when such resignation will take effect. Thereafter, the Escrow Agent shall have no further obligation to the Escrow Parties except to hold the Escrow Fund as depository and not otherwise. In the event of such resignation, the Escrow Parties agree that they will jointly appoint a banking corporation, trust company, or attorney as successor escrow agent within thirty (30) days of notice of such resignation. Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from the Escrow Parties designating the successor escrow agent. Escrow Agent shall deliver all of the then remaining balance of the Escrow Fund to such successor escrow agent in accordance with such instructions and upon delivery of the Escrow Fund, the Escrow Agent shall have no further duties or responsibilities hereunder.

**11. Accounting.** On a monthly basis, the Escrow Agent shall render a written statement setting forth the balance of the Escrow Fund, all interest earned and all distributions made, which statements shall be delivered to the following address(es) set forth below (limit of five):

Buyer: HME Equity Fund II, LLC  
20 N Orange Ave, STE 1550  
Orlando, FL 32801  
Attention: David Ellis

Seller: LocusPoint Networks, LLC  
Pleasanton Corporate Commons  
6200 Stoneridge Mall Road, Suite 300  
Pleasanton, CA 94588  
Attention: Ravi Potharlanka

**12. Survival.** Notwithstanding anything in this Escrow Agreement to the contrary, the provisions of Section 7 shall survive any resignation or removal of the Escrow Agent, and any termination of this Escrow Agreement.

**13. Escrow Agent Fees, Costs, and Expenses.** The Escrow Agent shall charge an administrative fee of \$2,500.00, payable in advance upon the execution of this Agreement. The fee shall be deemed to have been earned when charged, and, if the Agreement is terminated for any reason, whether voluntarily or involuntarily, the fee shall not be reduced or refunded. Additionally, the Escrow Agent shall be entitled to be reimbursed for its customary fees and charges for any wire transfers or other depository services rendered in connection with the Escrow Fund and any delivery charges or other out of pocket expenses incurred in connection the Escrow Fund. In a manner and at a time mutually agreed by Seller and Buyer, Seller shall reimburse Buyer for one-half of the amount of any payments by Buyer to the Escrow Agent in accordance with this Section. Notwithstanding the foregoing, the Escrow Parties each acknowledge their joint and several obligation to pay any fees, expenses and other amounts owed to the Escrow Agent pursuant to this Escrow Agreement. The parties hereto acknowledge and agree that Escrow Agent shall not be obligated to disburse any monies hereunder until Escrow Agent has received its administrative fee. ~~The Escrow Parties~~ agree that Escrow Agent shall be entitled to pay itself for any fees, expenses or other amounts owed to the Escrow Agent (other than the administrative fee) out of the amounts held in the Escrow Fund. The Escrow Parties further agree that the Escrow Agent shall be entitled to withhold any distribution otherwise required to be made from the Escrow Fund if any fees, expenses or other amounts owed to the Escrow Agent that remain unpaid on the date such distribution would otherwise be made.

**14. Notices, Contact Information.** All notices under this Escrow Agreement shall be transmitted to the respective parties, shall be in writing and shall be considered to have been duly given or served when personally delivered to any individual party, or by email provided that receipt of the email message is acknowledged in writing by the party to whom it is addressed or on the first (1st) business day after the date of deposit with an overnight courier for next day delivery (or such later date as proof of delivery by such courier indicates the notice was received by the party to whom it was addressed) addressed in all cases to the party at its address set forth below, or to such other address as such party may designate, *provided that* notices will be deemed to have been given to the Escrow Agent on the actual date received and *provided further* that any notice or other communication that requires the Escrow Agent to act or refrain from acting must be delivered to the Escrow Agent by one of the foregoing methods other than email and the Escrow Agent shall have no duty to comply with any such notice or communication sent by email. Any notice, request, demand, claim, or other communication hereunder directing the Escrow Agent to act or to refrain from acting shall include signatures of the authorized representative(s) of the requesting party(ies), and in the case of electronic mail the signature(s) shall be contained on a non-editable attachment (e.g. PDF) to the electronic mail.

If to Seller, then to:

Ravi Potharlanka, President  
LocusPoint Networks, LLC  
Pleasanton Corporate Commons  
6200 Stoneridge Mall Road, Suite 300  
Pleasanton, CA 94588  
Email: ravi@locuspointnetworks.com

and to (which shall not constitute notice):

Jonathan V. Cohen, Esq.  
Wilkinson Barker Knauer, LLP  
2300 N Street, NW, Suite 700  
Washington, DC 20037  
Email: joncohen@wbklaw.com

If to Buyer, then to:

David Ellis, Managing Partner  
HME Equity Fund II, LLC  
20 N Orange Ave, STE 1550  
Orlando, FL 32801  
Email: dellis@HMEpartners.com

and to (which shall not constitute notice):

Davina Sashkin, Esq.  
Fletcher, Heald & Hildreth, PLC  
1300 North 17th Street  
11th Floor  
Arlington, VA 22209  
Email: sashkin@fhhlaw.com

If to the Escrow Agent:

BNY Mellon, National Association, Escrow Agent  
c/o Escrow Services  
Banking Services Support Center; Suite 154-0655  
500 Ross Street  
Pittsburgh, PA 15262  
Phone: 412.234.7796 / 412.234.2350 / 412.234.8797  
Fax: 732.667.4499 / 615.932.4035  
Email: escrowservices@bnymellon.com

Copy (which shall not constitute notice to the Escrow Agent) to:

Bruce D. Berns, Esq.  
Abendroth, Berns & Warner LLC  
40 Grove Street, Suite 375  
Wellesley, MA 02482  
Facsimile: (781) 237-8891  
Email: bruce@abwllc.com



Any notice may be given on behalf of any party by its authorized representative. In all cases the Escrow Agent shall be entitled to rely on a copy or a fax or email transmission of any document with the same legal effect as if it were the original of such document. The Escrow Parties shall promptly notify the Escrow Agent of any changes to the contact information contained in this Section and the Escrow Agent may rely on the contact information contained in this Section until notified of a change.

To facilitate the performance by the Escrow Agent of its duties and obligations hereunder, including resolving any issues arising hereunder (but not the giving of notice as provided above), the Escrow Parties agree that the Escrow Agent may contact the following representatives of each the Escrow Parties identified below, or such other individuals as any of the Escrow Parties may identify by written notice to the Escrow Agent:

Buyer: HME Equity Fund II, LLC

Name: David Ellis, Managing Partner  
Telephone: (407) 867-3881  
E-mail: dellis@pentamezz.com

OR

Name: Davina Sashkin, Esq.  
Telephone: (703) 812-0458  
Email: sashkin@fhhlaw.com

Seller: LocusPoint Networks, LLC

Name: Jonathan V. Cohen, Esq.  
Telephone: (202) 383-3416  
E-mail: joncohen@wbklaw.com

OR

Name: Nelson Chan  
Telephone: (415) 314-6901  
E-mail: nelson@locuspoinetworks.com

**15. Entire Agreement; Modifications; Waiver.** This Agreement, including the schedules and exhibits hereto, contains the entire agreement and understanding by and between the Parties concerning the subject matter hereof. No other representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. This Escrow Agreement may not be altered or modified without the express prior written consent of all of the parties to this Escrow Agreement. No course of conduct shall constitute a waiver of any terms or conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion.

16. **Further Assurances.** If at any time the Escrow Agent shall determine or be advised that any further agreements, assurances or other documents are reasonably necessary or desirable to carry out the provisions of this Escrow Agreement and the transactions contemplated by this Escrow Agreement, the Escrow Parties shall execute and deliver any and all such agreements or other documents, and do all things reasonably necessary or appropriate to carry out fully the provisions of this Escrow Agreement.

17. **Assignment.** This Escrow Agreement shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and permitted assigns of the parties. This Escrow Agreement is freely assignable by the Escrow Parties; *provided, however*, that no assignment by such party, or its successors or assigns, shall be effective unless prior written notice of such assignment is given to the other parties, including, without limitation, the Escrow Agent; and *provided, further*, that any assignee satisfies the Escrow Agent's requirements set forth in Section 3 above. This Escrow Agreement may not be assigned by the Escrow Agent, except that upon prior written notice to the Escrow Parties, the Escrow Agent may assign this Escrow Agreement to an affiliated or successor bank or other qualified bank entity.

18. **Section Headings.** The section headings contained in this Escrow Agreement are inserted for purposes of convenience of reference only and shall not affect the meaning or interpretation of this Escrow Agreement.

19. **Governing Law.** This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to principles of conflicts of law.

20. **Counterparts and Facsimile Execution.** This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Escrow Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Escrow Agreement as to the parties and may be used in lieu of the original Escrow Agreement for all purposes (and such signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes).

21. **Waiver of Jury Trial.** **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.**

*[end of text; signatures on next page]*

*[Signature Page for Escrow Agreement.]*

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

**HME EQUITY FUND II, LLC**

By: 

Name: Seth Ellis

Title: Managing Partner

**LOCUSPOINT NETWORKS, LLC**

By: \_\_\_\_\_

Name: Ravi Potharlanka

Title: President and Chief Financial Officer

**BNY MELLON, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: Elizabeth Morgan

Title: Vice President


*[Signature Page for Escrow Agreement.]*

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

**HME EQUITY FUND II, LLC**

By: \_\_\_\_\_  
Name: Seth Ellis  
Title: Managing Partner

**LOCUSPOINT NETWORKS, LLC**

By:  \_\_\_\_\_  
Name: Ravi Potharlanka  
Title: President and Chief Financial Officer

**BNY MELLON, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Elizabeth Morgan  
Title: Vice President