

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "**Agreement**"), is made and entered into as of September 13, 2011, by and among **WTVE-TV ASSOCIATES, LLC**, a Delaware limited liability company ("**WTVE**") and **WTVE LICENSE COMPANY, LLC**, a Delaware limited liability company ("**WTVE License Co.**") and collectively with **WTVE**, ("**Seller**"), and **NRJ TV Philly OpCo, LLC** ("**Philly OpCo**"), a Delaware limited liability company, **NRJ TV Philly License Co., LLC**, a Delaware limited liability company ("**Philly License Co.**" and together with **Philly OpCo**, "**Buyer**"), and SunTrust Bank, a Georgia banking corporation, as escrow agent (the "**Escrow Agent**").

WHEREAS, Seller and Buyer have entered into a certain Purchase and Sale Agreement dated as of September 13, 2011 (the "**Purchase Agreement**"), pursuant to which Buyer has agreed to purchase substantially all of the assets, business, properties and rights of Seller related exclusively to the conduct of the commercial television broadcast station, **WTVE-TV**, Digital Channel 25, licensed to Reading, Pennsylvania, all on the terms and subject to the conditions set forth therein; and

WHEREAS, the Purchase Agreement provides that certain funds be deposited by Buyer with the Escrow Agent concurrently with the execution of the Purchase Agreement, to be held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

**1. Defined Terms.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

**2. Escrow Deposit.** Simultaneously with the execution and delivery of this Agreement, Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the "**Escrow Amount**") have been deposited, by wire transfer of immediately available funds, with the Escrow Agent pursuant to the terms of the Purchase Agreement. The Escrow Amount, together with all interest, dividends, income, capital gains and other amounts earned thereon or derived therefrom ("**Escrow Income**") pursuant to the investments made on such amount pursuant to **Section 3** shall be referred to herein collectively with the Escrow Amount as the "**Escrow Funds**". The Escrow Agent hereby acknowledges receipt of such funds and agrees to hold the Escrow Funds in a separate and distinct account, in the name of **WTVE Escrow Account**, as Escrow Agent for Buyer and Seller (the "**Escrow Account**"), subject to the terms and conditions of this Agreement. The Escrow Funds shall be held in escrow and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent shall not distribute or release the Escrow Funds except in accordance with the express terms and conditions of this Agreement.

**3. Investment of Escrow Account.** The Escrow Agent shall invest the Escrow Funds in the Escrow Account pursuant to joint written instructions signed by Buyer and Seller as

set forth in the Investment Selection Instructions attached hereto as Exhibit A which is incorporated herein by reference and made a part hereof.

The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder, including, without limitation, charging an agency fee in connection with each transaction. The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Account or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Agreement or as a result of any liquidation of an investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Funds. Any loss or expense incurred as a result of an investment will be borne by the Escrow Account.

**4. Release of Escrow Funds.** The Escrow Funds shall only be distributed and released as follows:

**(a) Joint Written Instruction.** Upon the Escrow Agent's receipt of a joint written instruction signed by Buyer and Seller directing the Escrow Agent to release the Escrow Funds pursuant to Section 2.2(a), 11.2(a), 11.2(b) or 11.2(c) of the Purchase Agreement, the Escrow Agent shall promptly, and in any event within three (3) Business Days of its receipt of that instruction, release, by wire transfer to an account or accounts designated in such joint written instruction, the Escrow Funds.

**(b) Court Order.** Notwithstanding any other provision in this Agreement to the contrary, the Escrow Agent shall disburse the Escrow Funds (or any portion thereof) in accordance with a notice from either Buyer or Seller of a final and non-appealable order from a court of competent jurisdiction, along with a copy of the order, pursuant to which such court has determined whether and to what extent Buyer or Seller are entitled to the Escrow Funds (or any portion thereof). The Escrow Agent shall be entitled to assume without inquiry that any order of a court furnished to the Escrow Agent by Buyer or Seller pursuant to this Section 4(b) is a final and non-appealable order from a court of competent jurisdiction, and the Escrow Agent shall be protected in making, and have no liability for, any disbursement of the Escrow Funds made in accordance with such court order.

**5. Inspection Rights and Account Statements.** Upon reasonable prior notice, Buyer and Seller shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement and to receive monthly reports of the status of the Escrow Account. On or before the 10th Business Day following each month during the term hereof, the Escrow Agent shall deliver account statements to Buyer and Seller with respect to the Escrow Account for the prior month, which statements shall include the account balance, disbursements made pursuant to Section 4 hereof, and Escrow Income earned during the preceding month.

6. **Termination.** This Agreement shall terminate when all the Escrow Funds have been distributed in accordance with **Section 4** of this Agreement.

7. **Conditions to Escrow.** The Escrow Agent agrees to hold the Escrow Funds in the Escrow Account and to perform in accordance with the terms and provisions of this Agreement. Buyer and Seller agree that the Escrow Agent does not assume any responsibility for the failure of Buyer or Seller to perform in accordance with the Purchase Agreement or this Agreement. The acceptance by the Escrow Agent of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the other parties to this Agreement. The Escrow Agent shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner reasonably satisfactory to it.

(b) The Escrow Agent shall be protected in acting upon any written notice, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and what it purports to be. Should it be necessary for the Escrow Agent to act upon any instructions, directions, documents or instruments issued or signed by or on behalf of any corporation, fiduciary or individual acting on behalf of another party hereto, which the Escrow Agent in good faith believes to be genuine, it shall not be necessary for the Escrow Agent to inquire into such corporation's, fiduciary's or individual's authority.

(c) The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages.

(d) The Escrow Agent may consult with, and obtain advice from, legal counsel in the event of any question as to any of the provisions hereof or the duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the advice and instructions of such counsel. The reasonable and documented costs of such counsel's services shall be paid to the Escrow Agent in accordance with **Section 12** below.

(e) The Escrow Agent shall neither be responsible for, nor chargeable with knowledge of, or have any duties under the terms and conditions of any other agreement, instrument or document between the other parties hereto, including, without limitation, the Purchase Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement, instrument or document.

(f) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from Buyer or Seller which, in the reasonable opinion of counsel, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing jointly by Buyer and Seller or by a final and non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have the option, after ten (10) days' notice to Buyer and Seller of its intention to do so, (i) to file an action in interpleader requiring Buyer and Seller to answer and litigate any claims and rights among themselves or (ii) to deposit the Escrow Funds into the registry of any court of competent jurisdiction, and upon such interpleader or deposit shall be discharged from all further obligations as Escrow Agent under this Agreement.

(g) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its escrow business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become the successor escrow agent hereunder and vested with all of the title to the whole property or trust estate and all of the trusts, powers, immunities, privileges, protections and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(h) The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Agreement.

## **8. Resignation and Removal of Escrow Agent.**

(a) The Escrow Agent reserves the right to resign at any time by giving sixty (60) days written notice of resignation, specifying the effective date thereof. On the effective date of such resignation, the Escrow Agent shall deliver this Agreement together with the Escrow Funds (including any Escrow Income earned thereon) and any and all related instruments or documents to any successor escrow agent agreeable to Buyer and Seller. If a successor escrow agent has not been appointed and has not accepted such appointment prior to the expiration of sixty (60) days following the date of the notice of such resignation, the Escrow Agent may, but shall not be obligated to, apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. Any such resulting appointing shall be binding upon all of the parties to this Agreement. Notwithstanding anything to the contrary herein provided in the event the Escrow Agent resigns as Escrow Agent hereunder and no successor Escrow Agent has been designated and accepted appointment as successor Escrow Agent within seventy five (75) days following the date of the Escrow Agent's notice of resignation, the Escrow Agent shall have the right to deposit all property held pursuant to this Agreement into the registry of any court of competent jurisdiction and notify the parties hereto of such deposit, and thereupon the Escrow agent shall be discharged from all further duties and responsibilities as Escrow Agent under this Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder.

(b) The Escrow Agent may be removed (with or without cause) and a new escrow agent may be appointed upon mutual agreement of Buyer and Seller. In such event, Buyer and Seller shall deliver joint written notice to the Escrow Agent of such removal together with joint written instructions authorizing delivery of this Agreement together with the Escrow Funds (including any Escrow Income earned thereon) and any and all related instruments or documents to a successor escrow agent.

(c) Upon delivery of the Escrow Funds to a successor escrow agent or deposit of the Escrow Fund into the registry of any court of competent jurisdiction in accordance with this **Section 8**, the Escrow Agent shall thereafter be discharged from any further obligations hereunder. All power, authority, duties and obligations of the Escrow Agent shall apply to any successor escrow agent.

**9. Indemnification of Escrow Agent.** Buyer and Seller shall jointly and severally indemnify and hold the Escrow Agent and each of its officers, directors, agents and employees harmless from and against any liability, loss, damage or expense (including, without limitation, reasonable and documented attorneys' fees) that the Escrow Agent or any of such persons may incur, directly or indirectly, in connection with this Agreement and the Escrow Agent's undertaking to serve as Escrow Agent hereunder and its performance hereunder or in connection herewith, except to the extent such liability, loss, damage or expense arises from its willful misconduct or gross negligence. Solely as between Buyer and Seller, all amounts payable to the Escrow Agent pursuant to this Section 9 shall be apportioned one-half to Buyer and one-half to Seller. The indemnification provided for under this **Section 9** shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

## **10. Taxes.**

(a) **Ownership for Tax Purposes.** Each of Buyer and Seller agree that, for purposes of United States federal and other taxes based on income, Philly OpCo shall be treated as the owner of the Escrow Funds and that Philly OpCo shall report the income, if any, that is earned on, or derived from, the Escrow Funds as its income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto. The Escrow Agent shall report such income on Forms 1099 in accordance with the provisions of this **Section 10(a)**. Except for providing such form 1099, the Escrow Agent shall have no duty with respect to the preparation or filing of any report or return with respect to the Escrow Funds or any earnings thereon.

(b) **Tax Forms.** Prior to the date hereof, each of Buyer and Seller shall provide the Escrow Agent with a fully executed Internal Revenue Service Form W-9, or W-8, properly completed and signed, and such other forms and documents that the Escrow Agent may reasonably request.

**11. Business Days.** If any date on which the Escrow Agent is required to make an investment or a delivery pursuant to the provisions hereof is not a day on which the Escrow Agent is open for business, then the Escrow Agent shall make such investment or delivery on the next succeeding Business Day.

12. **Escrow Costs.** Buyer and Seller jointly and severally agree to pay to the Escrow Agent the fees and expenses set forth in the Fee Schedule attached as Exhibit B hereto, which is incorporated herein by reference; provided, however, that solely as among the Buyer and Seller, each of Buyer, on the one hand, and Seller, on the other hand, shall pay one half of the fees and expenses (including reasonable and documented attorneys' fees) of the Escrow Agent for its services to be rendered by the Escrow Agent pursuant to this Agreement. Solely as between Buyer and Seller any expenses incurred by the Escrow Agent in an action by Buyer or Seller to enforce this Agreement shall be paid by the non-prevailing party.

13. **Force Majeure.** No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

14. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 14**). Notwithstanding anything to the contrary herein provided, the Escrow Agent shall not be deemed to have received any notice prior to its actual receipt thereof..

If to Buyer:

NRJ TV II LLC  
NRJ TV Philly OpCo, LLC  
722 S. Denton Top Road  
Suite 130  
Coppell, Texas 75019  
Attn: Ted B. Bartley  
Telecopy No.: N/A  
Telephone No.: 972-947-3390  
Email: ted@nrjventures.com

GREENBERG TRAUERIG, LLP  
3290 Northside Parkway, Suite 400  
Atlanta, GA 30327

Attention: James S. Altenbach, Esq.  
Telecopy No.: (678) 553-2188  
Telephone No.: (678-553-2444)  
Email: altenbachj@gtlaw.com

If to Seller:

WTVE-TV Associates, LLC  
c/o WRNN-TV Associates Limited  
Partnership  
800 Westchester Avenue  
Ryebrook, New York 10573-1354  
Attention: Christian French  
Telecopy No.: (914) 696-0275  
Email: cfrench@rnntv.com

with a copy to:

Dickstein Shapiro LLP  
One Stamford Plaza  
263 Tresser Boulevard, Suite 1400  
Stamford, Connecticut 06901  
Attention: Thomas Freed, Esq.  
Telecopy No.: (203) 724-3622  
Email: freedt@dicksteinshapiro.com

If to Escrow Agent:

Nickida Dooley  
Assistant Vice President  
SunTrust Bank  
Mail Code HDQ-5307  
919 E. Main Street  
Richmond, Virginia 23219  
Telecopy No.: (804) 782-5858  
Telephone No.: (804) 782-7610  
Email: nickida.dooley@suntrust.com

**15. Entire Agreement.** This Agreement, together with the Purchase Agreement and related exhibits and schedules, as to the parties hereto other than the Escrow Agent constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any inconsistency between the statements in the body of this Agreement and those of the Purchase Agreement, (i) with respect to any inconsistency as solely between Buyer and Seller, the statements in the body of the Purchase Agreement shall control; and (ii) with respect to any inconsistency as between the Escrow Agent, on the one hand, and either Buyer or Seller or both, on the other hand, the statements in the body of this Agreement shall control.

**16. Successor and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the

other parties hereto, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

**17. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**18. Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**19. Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**20. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**21. Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

**22. Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and,

therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this **Section 22**.

**23. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**24. Authorized Signatures.** Contemporaneously with the execution and delivery of this Agreement and, if necessary, from time to time thereafter, each of the parties to this Agreement (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit C hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.

**25. Certain Expenses.** Buyer and Seller acknowledge and agree that solely between themselves any legal expenses incurred to enforce this Agreement shall be borne by the non-prevailing party.

*Signatures are on the following page.*

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

**"ESCROW AGENT"**

SUNTRUST BANK

By *Nickida Dooley*  
Name: Nickida Dooley  
Title: Asst. Vice President

**"BUYER"**

NRJ TV PHILLY OPCO, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 32-0351081

NRJ TV PHILLY LICENSE CO.,  
LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 32-0351081

**"SELLER"**

WTVE-TV ASSOCIATES, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 26-2610001

WTVE LICENSE COMPANY,  
LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 26-2610134

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

"ESCROW AGENT"

SUNTRUST BANK

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"BUYER"

NRJ TV PHILLY OPCO, LLC

By Ted B. Bartley  
Name: Ted B. Bartley  
Title: Chief Executive Officer

FEIN# 32-0351081

NRJ TV PHILLY LICENSE CO.,  
LLC

By Ted B. Bartley  
Name: Ted B. Bartley  
Title: Chief Executive Officer

FEIN# 32-0351081

"SELLER"

WTVE-TV ASSOCIATES, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 26-2610001

WTVE LICENSE COMPANY,  
LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 26-2610134

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

**"ESCROW AGENT"**

**SUNTRUST BANK**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"BUYER"**

**NRJ TV PHILLY OPCO, LLC**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 32-0351081

**NRJ TV PHILLY LICENSE CO.,  
LLC**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEIN# 32-0351081

**"SELLER"**

**WTVE-TV ASSOCIATES, LLC**

By Richard French Jr.  
Name: Richard French Jr.  
Title: President

FEIN# 26-2610001

**WTVE LICENSE COMPANY,  
LLC**

By Richard French Jr.  
Name: Richard French Jr.  
Title: President

FEIN# 26-2610134

## EXHIBIT A

### Investment Selection Instructions

To: SunTrust Bank

I direct and authorize you to invest all temporary cash and the portion of my account(s) that is appropriate to maintain in cash or cash equivalents in a SunTrust Bank deposit option or Federated Funds money market fund, as follows:

Check One:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> SunTrust Institutional Money Market Deposit Option<br><input type="checkbox"/> Federated Prime Obligations Fund (POIXX)<br><input type="checkbox"/> Federated Tax Free Obligations Fund (TBIXX)<br><input type="checkbox"/> Federated Municipal Obligations (MOFXX)<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> SunTrust Non-Interest Deposit Option*<br><input type="checkbox"/> Federated Treasury Obligations Fund -- Institutional share class (TOIXX)<br><input type="checkbox"/> Federated Treasury Obligations Fund -- Institutional Capital share class (TOCXX)<br><input type="checkbox"/> Federated Government Obligations Fund (GOIXX) |
|--|--|

I acknowledge and consent that:

- I understand that investments in the SunTrust Institutional Money Market Deposit Option are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of \$250,000, including principal and accrued interest. The Parties understand that deposits in the SunTrust Institutional Money Market Deposit Option are not secured. Further, I understand that the SunTrust Institutional Money Market Deposit Option has **monthly withdrawal/disbursement restrictions of a maximum of 6 per month** and that should the maximum be reached in any one calendar month, the funds will be moved to a SunTrust Bank non-interest bearing deposit option until the beginning of the following month unless an alternate investment vehicle is selected for this purpose.

Alternate Investment Vehicle:

- I may view prospectuses and other Federated fund materials, including fee information, at [http://www.federatedinvestors.com/sc?link=products&templ=moneyMarketSearch&ut=unregistered\\_webuser](http://www.federatedinvestors.com/sc?link=products&templ=moneyMarketSearch&ut=unregistered_webuser)
- SunTrust Bank may receive compensation in exchange for services ("fees for services") that it provides to various Federated money market mutual funds. These fees for services shall be in addition to, and will not reduce, SunTrust Bank's compensation. Such fees for services will not be paid directly by your account, but will be paid to SunTrust Bank by Federated. The compensation rate to be paid by Federated for such fees for services shall be 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated money market mutual fund. If your assets are invested in the Institutional Capital Shares of Federated Treasury Obligations Fund, SunTrust Bank will receive additional fees for services paid by Federated Treasury Obligations Fund in an amount equal to 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated Treasury Obligation Fund's Institutional Capital Shares. The fees for services are subject to change without notice.
- I understand no transaction charge will be imposed on the account(s) listed below with respect to that portion of the account(s) invested in Federated Funds;
- I understand that investment funds, except for the SunTrust Deposit options, are not bank deposits and are not obligations of, or insured, endorsed or guaranteed by any SunTrust Bank or their affiliates, the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency. I further understand that investment in any mutual fund involves some investment risk, including the possible loss of principal.
- I have full power to direct and authorize investments in account(s) identified below.

This direction and authorization shall continue in effect until revoked by written instruction delivered to the Bank. Until a replacement fund is provided to the Bank all funds will be held in cash.

<b>Date:</b>		
<b>Account Name and Number:</b>		
X	<i>Signature</i>	X <span style="float: right;"><i>Signature</i></span>

\*Beginning December 31, 2010 through December 31, 2012, deposits held in noninterest-bearing transaction accounts will be fully insured, regardless of the amount in the account.

Revised 11/5/2010

To: SunTrust Bank

I direct and authorize you to invest all temporary cash and the portion of my account(s) that is appropriate to maintain in cash or cash equivalents in a SunTrust Bank deposit option or Federated Funds money market fund, as follows:

Check One:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> SunTrust Institutional Money Market Deposit Option | <input type="checkbox"/> SunTrust Non-Interest Deposit Option*   |
| <input type="checkbox"/> Federated Prime Obligations Fund (POIXX)                      | <input type="checkbox"/> Federated Treasury Obligations Fund – Institutional share class (TOIXX)         |
| <input type="checkbox"/> Federated Tax Free Obligations Fund (TBIXX)                   | <input type="checkbox"/> Federated Treasury Obligations Fund – Institutional Capital share class (TOCXX) |
| <input type="checkbox"/> Federated Municipal Obligations (MOFXX)                       | <input type="checkbox"/> Federated Government Obligations Fund (GOIXX)                                   |
| <input type="checkbox"/> Other:  |  |

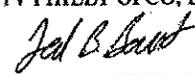
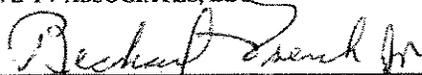
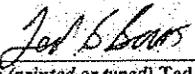
I acknowledge and consent that:

1. I understand that investments in the SunTrust Institutional Money Market Deposit Option are insured, subject to the applicable rules and regulation of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of \$250,000, including principal and accrued interest. The Parties understand that deposits in the SunTrust Institutional Money Market Deposit Option are not secured. Further, I understand that the SunTrust Institutional Money Market Deposit Option has monthly withdrawal/disbursement restrictions of a maximum of 6 per month at that should the maximum be reached in any one calendar month, the funds will be moved to a SunTrust Bank non-interest bearing deposit option until the beginning of the following month unless an alternate investment vehicle is selected for this purpose.

Alternate Investment Vehicle: N/A

2. I may view prospectuses and other Federated fund materials, including fee information, at [http://www.federatedinvestors.com/sc?link=products&templ=moneyMarketSearch&ut=unregistered\\_webuser](http://www.federatedinvestors.com/sc?link=products&templ=moneyMarketSearch&ut=unregistered_webuser)
3. SunTrust Bank may receive compensation in exchange for services ("fees for services") that it provides to various Federated money market mutual funds. These fees for services shall be in addition to, and will not reduce, SunTrust Bank's compensation. Such fees for services will not be paid directly by your account, but will be paid to SunTrust Bank by Federated. The compensation rate to be paid by Federated for such fees for service shall be 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated money market mutual fund. If your assets are invested in the Institutional Capital Shares of Federated Treasury Obligations Fund, SunTrust Bank will receive additional fees for services paid by Federated Treasury Obligations Fund in an amount equal to 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated Treasury Obligation Fund's Institutional Capital Shares. The fees for services are subject to change without notice.
4. I understand no transaction charge will be imposed on the account(s) listed below with respect to that portion of the account(s) invested in Federated Funds;
5. I understand that investment funds, except for the SunTrust Deposit options, are not bank deposits and are not obligations of, or insured endorsed or guaranteed by any SunTrust Bank or their affiliates, the Federal Deposit Insurance Corporation, the Federal Reserve Board any other government agency. I further understand that investment in any mutual fund involves some investment risk, including the possible loss of principal.
6. I have full power to direct and authorize investments in account(s) identified below.

This direction and authorization shall continue in effect until revoked by written instruction delivered to the Bank. Until a replacement fund is provided to the Bank all funds will be held in cash.

Date: September 13, 2011	
Account Name and Number: WTVE ESCROW ACCOUNT # 7943074	
NRJ TV PHILLY OPCO, LLC By:  Signature Name (printed or typed) Ted B. Bartley, Chief Executive Officer	WTVE-TV ASSOCIATES, LLC By:  Signature Name (printed or typed) Richard French, Jr., President
NRJ TV PHILLY LICENSE CO., LLC By:  Signature Name (printed or typed) Ted B. Bartley, Chief Executive Officer	WTVE LICENSE COMPANY, LLC By:  Signature Name (printed or typed) Richard French, Jr., President

\*Beginning December 31, 2010 through December 31, 2012, deposits held in noninterest-bearing transaction accounts will be fully insured, regardless of the amount in the account.

<i>Name (printed or typed)</i>	<i>Name (printed or typed)</i>
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\*Beginning December 31, 2010 through December 31, 2012, deposits held in noninterest-bearing transaction accounts will be fully insured, regardless of the amount in the account.

*Revised 11/5/2010*