

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this 27th day of March 2018, by and among Major Market Stations, Inc., a California corporation (“Seller”), Lazer Broadcasting Corporation, a California corporation and Lazer Licenses, LLC., a Delaware limited liability company (collectively, “Buyer”), and a Jorgenson Broadcast Brokerage, Inc., a North Carolina corporation (“Agent”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated March 27, 2018, by and between Buyer and Seller (the “Purchase Agreement”), Buyer has agreed to acquire from Seller, and Seller has agreed to sell to Buyer, substantially all of the assets relating to the operation of Station KWRN (AM), 1550 kHz, Apple Valley, CA (FCC Facility ID No. 33393) and FM Translator K258DE, 99.5 MHz, Apple Valley, CA (FCC Facility ID No. 144710).

B. It is a condition to the execution of the Purchase Agreement that Buyer, Seller and Agent execute and deliver this Agreement.

C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS

In consideration of the recitals and of the respective agreements and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I **DEPOSIT**

Section 1.1 Escrow Deposit

(a) Concurrently with the execution of this Agreement, Buyer shall deliver to Agent, pursuant to the provisions of the Purchase Agreement, the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “Escrow Deposit”) in the form of immediately available funds.

(b) The Escrow Deposit shall be held by Agent for the benefit of Buyer and Seller as provided in this Agreement.

Section 1.2 Appointment as Agent. Seller and Buyer, by executing of this Agreement, hereby appoint Agent as escrow agent, and Agent, by executing this Agreement, hereby accepts its appointment as escrow agent with respect to the Escrow Deposit and agrees to hold and deliver the Escrow Deposit in accordance with the terms of this Agreement.

Section 1.3 Disbursement of the Escrow Deposit. Agent shall discharge its duties under this Agreement upon: (i) compliance with joint written instructions signed by Buyer and Seller directing Agent to deliver the Escrow Deposit as specified in such instructions; (ii) compliance with a Final Determination (as hereinafter defined) directing Agent to disburse the Escrow Deposit; or (iii) deposit of the Escrow Deposit with the clerk of court in an interpleader action brought by Agent in accordance with the provisions of Section 2.1 below. A “Final Determination” shall mean a judgment of a court of competent jurisdiction having the authority to determine the amount of, and liability with respect to, the determined item, which judgment is not subject to appeal, reconsideration or review. Agent, at its option, shall be entitled to seek and, if obtained, rely conclusively upon an opinion of legal counsel to the effect that the judgment delivered to Agent pursuant to this Section 1.3 is a Final Determination, as defined herein.

Section 1.4 Investment of Proceeds of the Escrow Deposit.

(a) Agent shall hold the Escrow Deposit in escrow, and shall invest the Escrow Deposit in Permitted Investments (as hereinafter defined). Agent shall hold and release the Escrow Deposit in accordance with the terms of this Agreement.

(b) “Permitted Investments” shall mean direct obligations of the U.S. government having maturities of 90 days or less, money market funds that invest solely in direct obligations of the U.S. government, and such other investments as may be specified from time to time to Agent by joint written instructions from Buyer and Seller. As and when the Escrow Deposit is to be released under this Agreement, Agent shall cause the Permitted Investments to be converted into cash. Neither Buyer, Seller nor Agent shall be liable for any loss of principal or income due to the choice of Permitted Investments in which the Escrow Deposit is invested or the choice of Permitted Investments converted into cash pursuant to this subsection (b).

(c) All interest on the Escrow Deposit shall be the property of Buyer and shall be distributed by Agent to Buyer upon final distribution of the Escrow Deposit under Section 1.3 above.

ARTICLE II
AGENT

Section 2.1 Rights and Responsibilities of Agent.

(a) The duties and responsibilities of Agent shall be limited to those expressly set forth in this Agreement. Agent shall not be subject to or obligated to recognize any other agreement between, or direction or instruction of, the parties to this Agreement, unless such agreement, direction, or instruction is in writing and signed by both Buyer and Seller, and delivered to Agent.

(b) If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's discretion, Agent may require, despite what may be set forth elsewhere in this Agreement. In such event, Agent will not be liable for interest or damage. Furthermore, Agent, at its option, may file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges and reasonable attorney fees incurred by Agent due to the interpleader action shall be paid one-half by Buyer and one-half by Seller. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Agent shall not be liable to any party for damages, losses, or expenses, except as a result of negligence or willful misconduct on the part of Agent. Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Agent may consult with legal counsel in connection with Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of Buyer or Seller.

(d) Agent, and any successor Agent, may resign at any time as escrow agent hereunder by giving at least 30 days' prior written notice to Seller and Buyer. Upon such resignation and the appointment of a successor escrow agent, the resigning Agent shall be absolved from any and all further liability in connection with the exercise of its powers and duties as escrow agent hereunder, except for liability arising in connection with its own negligence or willful misconduct. Upon their receipt of notice of resignation from Agent, Buyer and Seller shall use reasonable efforts jointly to designate a successor Agent. In the event Buyer and Seller do not agree upon a successor escrow agent within 30 days after the receipt of such notice, Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than 10 days' prior written notice to Agent to terminate the appointment of Agent, or successor Agent, as agent hereunder. Agent or successor Agent shall continue to act as escrow agent until a successor is appointed and qualified to act as Agent.

Section 2.2 Expenses of Agent. Agent shall be entitled to reimbursement for its reasonable expenses (including the reasonable fees and disbursements of its legal counsel) actually incurred by it in connection with its duties under this Agreement (the "Agent Expenses"). Except as otherwise provided herein, all Agent Expenses shall be invoiced periodically by Agent and shall be an equally shared obligation of Buyer and Seller.

Section 2.3 Indemnification of Agent. The parties and their respective successors and assigns agree to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses that may be imposed on Agent or incurred by Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter; *provided, however*, neither Buyer, Seller nor their successors and assigns shall be obligated to indemnify Agent for any loss, claim, damage, liability or expense caused by Agent's negligence or willful misconduct.

ARTICLE III **MISCELLANEOUS**

Section 3.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) upon confirmation of delivery after being sent by recognized overnight delivery service, or (c) five (5) business days after being mailed by first-class mail, postage prepaid, and in each case addressed as follows:

if to Seller:

Major Market Stations
P.O. Box 10066
Glendale, CA 91209-3066
Attn.: Dick Vosper

~~dlbroadcast@earthlink.com~~

dlbroadcast@earthlink.net

with a copy (not considered notice): Hardy, Carey, Chautin & Balkin, LLP

1080 West Causeway Approach
Mandeville, LA 70471

Attn: Mark A Balkin, Esq.
mbalkin@hardycarey.com

if to Buyer:

Lazer Broadcasting Corporation
P.O. Box 6940

Oxnard, CA 93031-6940
Attn.: Alfredo Plascencia

alfredop@lazerbroadcasting.com

with a copy (not considered notice): Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, Suite 1100
Arlington, VA 22209
Attention: Frank R. Jazzo, Esq.
jazzo@fhhlaw.com

if to Agent: Jorgenson Broadcast Brokers, Inc.
426 South River Road
Tryon, NC 28782
Attn.: Mark Jorgenson
goradiotv@windstream.net

Any party by written notice to the other parties pursuant to this Section 3.1, may change the address or the persons to whom notices or copies thereof shall be directed.

Section 3.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties, except that Buyer may assign its rights under this Agreement without obtaining the prior written consent of the other parties hereto, to any person or entity to whom, pursuant to the Purchase Agreement, Buyer is permitted to assign all or any portion of its rights under the Purchase Agreement; *provided, however*, that any such assignee duly executes and delivers an agreement to assume Buyer's obligations under this Agreement.

Section 3.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Agent, Buyer and Seller.

Section 3.4 Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 3.5 Construction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California without giving effect to the choice of law provisions thereof that may direct the application of the laws of another jurisdiction. Any proceedings to enforce this Agreement shall be commenced in a court of competent jurisdiction in the State of California. The parties agree not to assert or interpose any defenses, and do hereby waive the same, to the conferral of personal jurisdiction and venue by such court in any suit, action or proceeding. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections and Exhibits are references to Sections and Exhibits of this Agreement.

Section 3.6 Third Parties. Nothing in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Agent, and their respective successors and assigns, any rights or remedies under, or by reason of, this Agreement.

Section 3.7 Waiver of Offset Rights. Agent hereby waives any and all rights to offset that it may have against the Escrow Deposit including, without limitation, claims arising as a result of any claims, amounts, liabilities, costs, expenses, damages, or other losses that Agent may be otherwise entitled to collect from any party to this Agreement.

Section 3.8 Attorneys Fees/Costs of Suit. If either Buyer or Seller institute a legal action against the other with respect to the Escrow Deposit, the prevailing party shall be entitled to its attorneys fees and costs of suit, including the cost of any appeals.

Section 3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed any original and all of which together shall constitute a single instrument.


[Remainder of page intentionally left blank—signature page follows.]

[Signature page to Escrow Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

BUYER:

LAZER BROADCASTING CORPORATION

By: 

Name: Alfredo Plascencia

Title: President/CEO

LAZER LICENSES, LLC

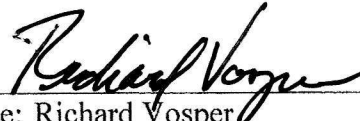
By: 

Name: Alfredo Plascencia

Title: President/CEO

SELLER:

MAJOR MARKET STATIONS, INC.

By: 

Name: Richard Vosper

Title: President

AGENT:

JORGENSEN BROADCAST BROKERAGE, INC.

By: _____

Name: Mark Jorgenson

Title: President

[Signature page to Escrow Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

BUYER: LAZER BROADCASTING CORPORATION

By: _____
Name: Alfredo Plascencia
Title: President/CEO

LAZER LICENSES, LLC

By: _____
Name: Alfredo Plascencia
Title: President/CEO

SELLER: MAJOR MARKET STATIONS, INC.

By: _____
Name: Richard Vosper
Title: President

AGENT: JORGENSEN BROADCAST BROKERAGE, INC.

By:  _____
Name: Mark Jorgenson
Title: President