

ESCROW AGREEMENT

This Agreement made this 23rd day of October, 2014, by and between Edgewater Broadcasting, Inc. (hereinafter referred to as "Edgewater") and John Sisty Enterprises, Inc. (hereinafter referred to as "Sisty") and CMS Station Brokerage, Inc. (hereinafter referred to as "Escrow Agent").

RECITALS:

WHEREAS, Edgewater and Sisty are parties to a FM Translator Rebroadcast and Option Agreement, dated May 10, 2010, and amended January 25, 2011 (the "Rebroadcast and Option Agreement") and have performed their respective obligations thereunder; and

WHEREAS, Sisty has given notice of its intention to exercise the option to purchase FM translator W261BT (Facility ID 150872), as provided under the terms of the Rebroadcast and Option Agreement; and

WHEREAS, prior approval of the Federal Communications Commission (the "Commission") is necessary before the the FM Translator may be assigned by Edgewater to Sisty and the parties have sought such approval by filing an Application for Consent to Assignment of License, FCC File No. BALFT-20140321AEK; and

WHEREAS, in order to satisfy Commission concerns regarding the transaction the parties have agreed to place the sum of SIXTY-TWO THOUSAND DOLLARS (\$62,000.00) of the consideration due and paid under the Rebroadcast and Option Agreement into escrow, pending Commission approval of the assignment of license; and

WHEREAS, CMS Station Brokerage, Inc. has agreed to serve as Escrow Agent;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Appointment of Escrow Agent; Deposit. Edgewater and Sisty hereby designate and appoint CMS Station Brokerage, Inc. to serve as Escrow Agent, which hereby accepts such appointment, subject to the terms and conditions of this Escrow Agreement.

2. Deposit; Investment. Edgewater is depositing SIXTY-TWO THOUSAND DOLLARS (\$62,000.00) with the Escrow Agent this date (hereinafter the "Deposit"). The Escrow Agent shall be authorized to hold the Deposit in either an interest bearing or a non-interest bearing account at its discretion.

3. Disbursement of Deposit. Escrow Agent shall disburse and pay over the Deposit as follows:

(a) Consummation of Assignment. Subject to prior Commission approval and upon consummation of the assignment of license, as contemplated under the Rebroadcast and Option Agreement, the Escrow Agent shall pay the over the Deposit to Edgewater.

(b) Non-Consummation of Assignment. In the event that the Commission fails to approve the assignment of license, then the Escrow Agent shall pay the Deposit over to Sisty.

In the event of a dispute or controversy between Edgewater and Sisty as to the disbursement of the Deposit (or any part thereof), the Escrow Agent shall retain the Deposit until arrangements satisfactory to the Escrow Agent have been agreed to in writing by Edgewater and Sisty; provided, however, that should any such dispute not be resolved within a period of sixty (60) days, the Escrow Agent shall interplead the deposit with court of competent jurisdiction, as set forth below.

4. Escrow Agent's Duties Administrative. Edgewater and Sisty agree that the Escrow Agent's duties hereunder shall be entirely administrative and limited to those specifically set forth herein. The Escrow Agent shall have no obligation to enforce performance by Edgewater or Sisty of either party's obligations hereunder or under the Rebroadcast and Option Agreement. Likewise, the Escrow Agent shall in no event be required to resolve any dispute or controversy concerning the Deposit or take any action concerning any such dispute or controversy. As a condition to the disbursement of the Deposit (or any part hereof), the Escrow Agent may require Edgewater and Sisty to execute and deliver to Escrow Agent written instructions with respect to such disbursement. The Escrow Agent shall not be liable for any mistake of fact or error of judgement made in good faith or for any act or omission by it of any kind other than its willful misconduct.

5. Discharge. Upon final disbursement of the Deposit in accordance with the terms of this Escrow Agreement or the interpleading of the Deposit with a court of competent jurisdiction in accordance with the terms of this Agreement, the Escrow Agent shall be discharged all of its obligations hereunder and neither Edgewater nor Sisty shall have any claim against the Escrow Agent.

6. Reliance. The Escrow Agent may rely upon the genuineness and authorization of the signature or purported signature of any party upon any instruction, notice, release, receipt or other document delivered to the Escrow Agent, pursuant to this Escrow Agreement. The Escrow Agent shall be entitled to rely absolutely upon any written notice, instruction or signature believed by it to be genuine and shall be entitled to rely in good faith on the contents of any writing submitted to it hereunder, without any liability.

7. Indemnification. Edgewater and Sisty, jointly and severally, agree to indemnify the Escrow Agent and hold the Escrow Agent harmless against any and all liabilities incurred by it hereunder, except for liabilities incurred resulting from the Escrow Agent's willful misconduct.

8. Interpleader. Escrow Agent shall bring any interpleader action in a court of competent jurisdiction, in accordance with Section 13, hereof, in the event of any dispute or controversy arising with respect to the disbursement of the Deposit or any other aspect of this Escrow Agreement, which is not resolved within 60 days, and shall be entitled to tender the Deposit

into such court for determination of the respective rights of the Edgewater and Sisty with respect thereto. Likewise, if any action is commenced against the Escrow Agent, the Escrow Agent shall have the right to answer by way of interpleader and name the Edgewater, Sisty and any additional persons as parties to such action. Upon initiation of an interpleader action or the answering of any action by interpleader, accompanied by the tender of the Deposit with such court, the Escrow Agent shall be deemed to have discharged its duties in full and to have no further obligation hereunder. In each of the above circumstances the Escrow Agent shall be entitled to recover from Edgewater and Sisty all costs incurred by it, including reasonable attorney's fees, in initiating any interpleader action or answering any action by interpleader. As between Edgewater and Sisty, the party determined to have been at fault in such controversy shall be obligated to reimburse the other all such costs incurred as a result thereof.

9. Fees and Expenses. The Escrow Agent shall not charge a fee for its services, hereunder, but shall be entitled to retain any interest earned on the Deposit, to be reimbursed for all bank charges incurred, related to receiving, holding and/or sending the money, as well as to recover any and all costs incurred in accordance with Section 8, hereof.

10. Notices. Any notices or instructions contemplated by or to be provided under this Escrow Agreement shall be effective upon delivery, if delivered by hand, and on delivery or proof of attempted delivery by overnight courier or by certified mail, return receipt requested, addressed as follows:

If to Edgewater: Clark Parish, President
 Edgewater Broadcasting, Inc.
 160 Gooding Street West, Suite B
 Twin Falls, ID 83301

If to Sisty: John Sisty, President
 John Sisty Enterprises, Inc.
 P.O. Box 26678
 Birmingham, AL 35260

If to Escrow Agent: Roger Rafson, President
 CMS Station Brokerage, Inc.
 1439 Denniston St.
 Pittsburgh, PA 15217

11. Entire Agreement. This Escrow Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention

has been made by any party which is not embodied in this Escrow Agreement, and no party shall be bound by or be liable for, any alleged representation, promise, inducement or statement or intention not embodied herein.

12. Binding Effect. This Escrow Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and each parties' successors and assigns.

13. Governing Law. This Escrow Agreement shall be deemed a contract made and shall be construed under the laws of the State of Pennsylvania and the State courts of Allegheny County, Pennsylvania, shall have sole and exclusive jurisdiction and venue with regard to any dispute arising hereunder.

14. Attorneys Fees. In the event of litigation arising out of this Escrow Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorney's fees.

15. Counterparts. This Escrow Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands or have caused this Escrow Agreement to be executed by their duly authorized agents, as of the day and year first above written.

EDGEWATER BROADCASTING, INC.

By: _____
Clark Parish, President

ATTEST:

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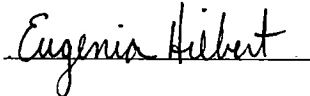
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EDGEWATER BROADCASTING, INC.

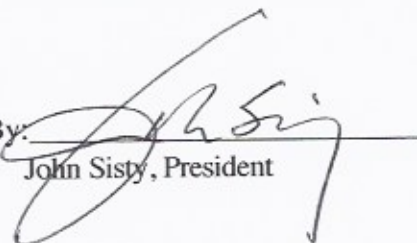
By: 

Clark Parish, President

ATTEST:



JOHN SISTY ENTERPRISES, INC.

By: 
John Sisty, President

ATTEST:

CMS STATION BROKERAGE, INC.

By: _____
Roger Rafson, President

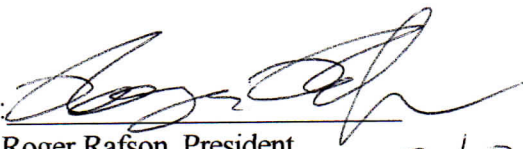
ATTEST:

JOHN SISTY ENTERPRISES, INC.

By: _____
John Sisty, President

ATTEST:

CMS STATION BROKERAGE, INC.

By:  _____
Roger Rafson, President

Oct 23, 2014

ATTEST:
