

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into on October 8, 2007, by and among KXOJ, Inc., a corporation organized and subsisting under the law of the State of Oklahoma (“**Buyer**”) and Regent Broadcasting of Watertown, Inc., a corporation organized and subsisting under the laws of the State of Delaware (the “**Seller**”) and Richard A. Foreman Associates, Inc., a Connecticut corporation (the “**Escrow Agent**”).

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), for the sale of radio stations WFRY-FM, 97.5 MHz, WCIZ-FM, 93.3 MHz, WTNV-AM, 790 KHz, and WNER-AM, 1410 KHz, all licensed to Watertown, New York (the “**Stations**”);

WHEREAS, Section 2.4.1 of the Purchase Agreement requires that the sum of Three Hundred Thousand Dollars (\$300,000) cash (the “**Escrow Deposit**”) be deposited with Escrow Agent simultaneously with the execution of the Purchase Agreement; and

WHEREAS, Escrow Agent has agreed to accept, hold and disburse the Escrow Deposit in accordance with this Agreement.

NOW THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the parties, intending to be bound legally, agree as follows:

1. **Delivery of Escrow Deposit.** Once Buyer delivers the Escrow Deposit to Escrow Agent, Escrow Agent agrees to accept, provide Buyer and Seller an acknowledgment of receipt of, and maintain on deposit the Escrow Deposit. The Escrow Deposit together with all earnings thereon shall be referred to as the “Escrow Amount.”

2. **Investment of the Escrow Deposit.** Escrow Agent shall invest and reinvest the Escrow Deposit in Permitted Investments. “Permitted Investments” shall mean (a) investments in direct obligations of the United States of America, or any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or any agency thereof, in each case having a maturity of no more than 30 days from the date of acquisition thereof; (b) certificates of deposit and other time deposits of, and bankers’ acceptances (provided that such time deposit or bankers’ acceptance shall mature within 30 days after the date so acquired), and other bank accounts with, any bank having total capital in excess of \$100,000,000 and (c) commercial paper rated A-2 or better by Standard & Poor’s Corporation or P-2 or better by Moody’s Investors Service, Inc.

3. **Disposition of the Escrow Amount.** The Escrow Amount shall be distributed as follows:

(a) At the time and place of the Closing under the Purchase Agreement, and simultaneously with the performance by Buyer and Seller of their respective obligations under the Purchase Agreement, Buyer and Seller shall jointly instruct the Escrow Agent to (i) pay the Escrow Deposit, by wire transfer to Seller, in partial payment of the Purchase Price as

contemplated by the Purchase Agreement, and (ii) return any interest accrued on the Escrow Deposit to Buyer.

(b) Upon receipt by Escrow Agent of any other joint notice from Seller and Buyer, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the Escrow Amount to such persons or entities at such addresses and in such amounts as are provided in such instructions.

(c) On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Seller (with evidence of delivery of such notice to Buyer) that the Purchase Agreement has not been consummated on the Closing Date due solely to Buyer's breach or default in its obligations under the Purchase Agreement and Buyer fails to cure such breach or default within the time period provided under the Purchase Agreement, and Seller is not at that time in material breach of the Purchase Agreement ("Seller's Notice"), Escrow Agent shall deliver the Escrow Deposit to Seller by certified or bank cashier's check or wire transfer as payment of liquidated damages under Section 13.1.4 of the Purchase Agreement (the "Liquidated Damages Amount"); provided, however, that Escrow Agent shall make no such payment to Seller if Buyer, prior to the expiration of the aforesaid 30-day period, has provided notice to Escrow Agent and Seller of its countervailing claim to the Escrow Amount or otherwise claims that Seller is not entitled to the Liquidated Damages Amount by reason of Seller's material breach of the Purchase Agreement ("Buyer's Rebuttal Notice"). All interest earned and/or accrued on the Escrow Deposit shall be returned to Buyer.

(d) On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Buyer (with evidence of delivery of such notice to Seller) that the Purchase Agreement has been terminated for any reason other than as set forth in Section 3 (c) above ("Buyer's Notice"), Escrow Agent shall deliver the Escrow Deposit, plus any interest earned thereon, to Buyer by certified or bank cashier's check or wire transfer; provided, however, that Escrow Agent shall make no such payment to Buyer if Seller, prior to the expiration of the aforesaid 30-day period, has provided notice to Escrow Agent and Buyer of its countervailing claim to the Escrow Deposit or otherwise claims that Buyer is not entitled to the Escrow Deposit by reason of Buyer's material breach of the Purchase Agreement ("Seller's Rebuttal Notice").

(e) After timely receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer's Rebuttal Notice, Escrow Agent shall not deliver the Escrow Deposit until such time as Escrow Agent receives: (a) a written agreement signed by both Seller and Buyer providing instructions as to the disposition of such funds or (b) a certified copy of a court order or judgment from a court of competent jurisdiction which has become final (meaning that the order or judgment is no longer subject to appeal to or review by a court of competent jurisdiction) with respect to the disposition of the Escrow Deposit or any portion thereof. Escrow Agent shall deliver the Escrow Deposit in accordance with said agreement, order or judgment. Notwithstanding the foregoing, after receipt by Escrow Agent of Buyer's Rebuttal Notice or Seller's Rebuttal Notice, Escrow Agent may: (a) deposit the Escrow Deposit with any court which has properly assumed jurisdiction of any dispute hereunder, or (b) commence an action in interpleader in any court of competent jurisdiction located in Jefferson County, New York and deposit the Escrow Deposit and any interest earned thereon with such court.

4. Limitations on Liability of Escrow Agent.

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent shall be under no obligation to refer to the Purchase Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(b) Escrow Agent shall not be liable to anyone by reason of any error of judgment, any action or omission by Escrow Agent, or any mistake of fact or law, unless caused by or arising out of Escrow Agent's gross negligence or bad faith.

(c) Escrow Agent shall be entitled to rely upon, and shall be protected in acting in reasonable reliance upon, any writing furnished to Escrow Agent by any party in accordance with the terms hereof and shall be entitled to treat as genuine any letter, paper or other document furnished to Escrow Agent by any party and reasonably believed by Escrow Agent to be genuine and to have been signed by the proper party and/or parties as required.

(d) Escrow Agent may consult with Escrow Agent's own counsel with respect to any questions relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted in good faith on advice of such counsel.

(e) In the event of any disagreement between the parties to this Escrow Agreement resulting in adverse claims and demands being made in connection with or against the Escrow Deposit, Escrow Agent shall refuse to comply with the claims or demands of any party until such disagreement is finally resolved by mutual agreement of the parties or by a court of competent jurisdiction, and, in so doing, Escrow Agent shall not be or become liable to any party. The Escrow Agent shall be permitted, at its option, to file an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and pay the escrow funds and all income earned or accrued thereon into said court, in which event, the Escrow Agent's duties, responsibilities and liabilities with respect to the escrow fund, proceeds therefrom and this Agreement shall terminate. In the event that Buyer or Seller files a lawsuit or institutes arbitration or other formal legal action against the other (including any counterclaim to a lawsuit filed by the other party) to enforce its right to the Escrow Deposit and any interest earned thereon under this Escrow Agreement, the prevailing party shall be reimbursed by the other party (either Seller or Buyer, as the case may be), and the non-prevailing party shall reimburse the Escrow Agent, for all expenses incurred therewith, including reasonable attorneys' fees.

(f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash or security deposited with it.

(g) Buyer and Seller agree each to pay one half of the Escrow Agent's out-of-pocket costs within fifteen (15) days of presentment, including reasonable attorneys fees which the Escrow Agent may expend or incur in any dispute or action. Should Buyer or Seller fail to

reimburse Escrow Agent for such out-of-pocket costs and/or attorney's fees, the Escrow Agent, at its option, may choose to deduct said expenses from any escrow funds disbursed from the escrow account; provided, however, that Escrow Agent notify both Buyer and Seller in writing on no less than a quarterly basis of the amount of such escrow fees and expenses imposed during the prior period.

(h) Any action requested to be taken by Escrow Agent hereunder and not otherwise specifically set forth herein shall require the agreement of Seller, Buyer and Escrow Agent.

(i) If Escrow Agent desires to resign as Escrow Agent, it shall provide thirty (30) days written notice (a "**Resignation Notice**") of its intention to resign to Buyer and Seller. Such resignation shall be effective following the expiration of thirty (30) days following the date of the Resignation Notice. Notwithstanding the foregoing, if following the resignation of such Escrow Agent there would be no replacement escrow agent hereunder, the resignation shall not be effective until Seller and Buyer shall have mutually agreed in writing to the appointment of a replacement escrow agent and such appointment shall have been accepted in writing. Seller and Buyer agree to pay to any such replacement escrow agent its reasonable fees for the performance of its duties hereunder. If the parties hereto are unable to agree upon a successor escrow agent within the thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.

(j) Escrow Agent shall not be entitled to any fee for performance of its duties under this Agreement.

5. **Term.** The term of this Agreement shall commence on the date first above written, and shall terminate upon the delivery of the entire Escrow Amount.

6. **Amendments.** This Escrow Agreement cannot be changed or terminated orally, and no waiver of compliance with any provisions or condition hereof shall be effective unless evidenced by a written instrument duly executed by all of the parties hereto.

7. **Effect of this Escrow Agreement.** This Escrow Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. The paragraph headings of this Escrow Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.

8. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request:

If to Buyer: David Stephens, V.P.
KXOJ, Inc.
P.O. Box 1250
Sapulpa, OK 74067
Fax: (316)492-8840
ATTN: David Stephens

Copy to: Taylor & Powell, LLC
King Street Station I, Suite 600
1800 Diagonal Road
Alexandria, VA 22314
Attention: Russell C. Powell, Esq.
Fax: (703)647-6563

If to Seller: Regent Broadcasting of Watertown, Inc.
100 East RiverCentre Boulevard
9th Floor
Covington, Kentucky 41011
Attn: William L. Stakelin
Facsimile: (859) 292-0352

Copy to: Graydon Head & Ritchey LLP
1900 Fifth Third Center
511 Walnut Street
Cincinnati, OH 45202
Attn: John J. Kropp, Esq.
Facsimile: (513) 651-3836

If to Escrow Agent: Richard A. Foreman Associates, Inc.
330 Emery Drive East
Stamford, CT 06902
Attn: Richard A. Foreman
Facsimile: (203) 967-9393

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the business day of transmission, if sent by facsimile, or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (d) on the date of a receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, including faxed counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10. **Capitalized Terms.** Capitalized terms used herein and not defined herein or otherwise conventionally capitalized shall have the meanings ascribed thereto in the Purchase Agreement.

11. **Authority.** All signatories to this Escrow Agreement warrant that they have full and complete authority to enter into this Escrow Agreement and to sign this Escrow Agreement on behalf of themselves and the entity on whose behalf they are signing.

12. **Governing Law.** The construction and performance of this Escrow Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Any action, suit or proceeding brought by any party to this Escrow Agreement relating to or arising out of this Escrow Agreement or any other agreement, instrument, certificate or other document delivered pursuant hereto (or the enforcement hereof or thereof) must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction and venue in, the state and federal courts of general jurisdiction located in Jefferson County, New York.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.

Regent Broadcasting of Watertown, Inc.

By: 

Name: William L. Stakelin

Title: President & Chief Executive Officer

KXOJ, Inc.

By: _____

Name: _____

Title: _____

Richard A. Foreman Associates, Inc.

By: _____

Name: Richard A. Foreman

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.

Regent Broadcasting of Watertown, Inc.

By: _____
Name: William L. Stakelin
Title: President & Chief Executive Officer

KXOJ, Inc.

By: Michael P. Stephens
Name: Michael P. Stephens
Title: President

Richard A. Foreman Associates, Inc.

By: _____
Name: Richard A. Foreman
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.


Regent Broadcasting of Watertown, Inc.

By: _____
Name: William L. Stakelin
Title: President & Chief Executive Officer

KXOJ, Inc.

By: _____
Name: _____
Title: _____

Richard A. Foreman Associates, Inc.

By:  _____
Name: Richard A. Foreman
Title: President