ESCROW AGREEMENT

AGREEMENT, effective as of the 10th day of November, 2010, by and among:

BUYER:	Lincoln Financial Media Company of Colorado
Address:	7800 East Orchard Road, Suite 400 Greenwood Village, CO 80111
SELLER:	Mountain Community Translators, LLC
Address:	87 Jasper Lake Road Loveland, CO 80537
ESCROW AGENT:	Media Services Group, Inc.
Address:	402 Angell Street Providence, RI 02906

WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement with respect to that certain FM translator station, K276FK, Pinecliffe, Colorado (Facility ID No. 157107), from Seller to Buyer, said Agreement dated the 10th day of November, 2010, being by reference incorporated herein and made a part hereof (hereinafter the "Purchase Agreement"), and

WHEREAS, the parties wish to provide for an orderly disposition of the funds deposited into escrow pursuant to said Purchase Agreement;

NOW, THEREFORE, in consideration of these premises, promises and mutual covenants contained herein, the parties do hereby agree as follows:

1. DEPOSIT OF ESCROW FUNDS. Upon the execution of this Escrow Agreement, buyer is delivering or causing to be delivered to the Escrow Agent, the sum of $10,000 Dollars, by check.

2. INVESTMENT OF ESCROW FUND. The Escrow Agent shall invest and reinvest the escrow funds in the AIM Prime Reserve Fund or otherwise as Buyer shall instruct; provided, however, that the Escrow Agent shall not be required to invest in or hold any instrument in bearer form. The Escrow Agent shall not be held responsible for the failure of any financial institution or entity into which the escrow funds are deposited or for the loss of all or any part of the escrow funds, after they have been deposited with such financial institution or entity or as otherwise deposited or invested in accordance with the provisions herein. The Escrow Agent shall hold said escrow funds together with all interest accumulated thereon and proceeds therefrom and dispose of the same as hereinafter provided.

3. DISPOSITION OF ESCROW FUND. The Escrow Agent shall distribute and dispose of the escrow funds, less any expense reimbursement due Escrow Agent, as follows:

(a) In the event the Escrow Agent receives joint written instructions, from Seller and Buyer, directing a disbursement of the escrow funds, Escrow Agent shall immediately pay the escrow

funds and all interest earned and accumulated thereon and proceeds therefrom to such person(s) or entity(s) at such address(es) as is provided in such instructions.

(b) In the event Escrow Agent receives written instructions, from either Seller or Buyer, directing a disbursement of the escrow funds, and does not, within ten (10) business days from the date on which the Escrow Agent sends the written instructions to the other party, receive an objection in writing to the disbursement contemplated by the written directions, Escrow Agent shall immediately pay the escrow funds and all interest earned and accumulated thereon and proceeds therefrom to such person(s) or entity(s) at such address(es) as is provided in such instructions.

4. CONTROVERSIES WITH RESPECT TO ESCROW FUND. The Escrow Agent shall discharge his duties to dispose of the escrow fund in accord with the provisions of paragraph 3 above upon the written instructions of the Seller and Buyer or their duly designated representatives. If the Escrow Agent shall not have received such written instructions or a controversy shall exist between Buyer and Seller as to the correct disposition of the escrow funds, the Escrow Agent shall continue to hold the escrow funds and the income earned or accrued thereon until:

(a) The receipt by the Escrow Agent of the joint written instructions of the Seller and Buyer as to the disposition of the escrow funds; or

(b) The receipt by the Escrow Agent of a final order entered by a court of competent jurisdiction determining the disposition of the escrow funds and the income earned or accrued thereon; or

(c) The Escrow Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid 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.

5. CONCERNING THE ESCROW AGENT. The following shall control the fees, resignation, discharge, liabilities and indemnification of the Escrow Agent:

(a) The Escrow Agent shall charge no fees for its services hereunder, but shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by the Escrow Agent in performance of its duties hereunder including but not limited to wire transfer fees and its attorney's fees; one-half (1/2) of any such expenses, disbursements and advances to be paid by Buyer and one-half (1/2) by the Seller upon Escrow Agent's request.

(b) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after giving such notice. If the parties hereto are unable to agree upon a successor agent within 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.

(c) The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. 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.

(d) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, in each case, unless caused by its own misconduct or gross negligence.

(e) Each of the Buyer and Seller agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except in the case of liabilities incurred by the Escrow Agent resulting from its own misconduct or gross negligence.

(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, letter of credit or security deposited with it.

6. MISCELLANEOUS.

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of Florida, applicable to agreements executed and wholly to be performed therein.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

(c) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

(d) Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) All notices, requests, demands and other communications hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been duly given on (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid:

If to Seller:

Mountain Community Translators, LLC
87 Jasper Lake Road
Loveland, CO 80537
Fax: (970) 669-0800
Attention: Victor A. Michael, Jr.

With a copy to:

Gammon & Grange P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Fax: (703) 761-5023
Attention: A. Wray Fitch III

If to Buyer:

Lincoln Financial Media Company of Colorado
7800 East Orchard Road, Suite 400
Greenwood Village, CO 80111
Fax: (303) 270-9776
Attention: Bob Call

and

Lincoln Financial Media Company
3350 Peachtree Road - Penthouse Suite
Atlanta, GA 30326
Fax: (336) 335-2686
Attention: Laura James

With a copy to:

Lerman Senter PLLC
2000 K Street NW, Suite 600
Washington, DC 20006
Fax: (202) 293-7783
Attention: Meredith S. Senter, Jr.

If to Escrow Agent: Media Services Group, Inc.
402 Angell Street
Providence, RI 02906
Fax: (401) 454-3131
Attention: Robert J. Maccini

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the escrow funds in accord with the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

SELLER:
MOUNTAIN COMMUNITY TRANSLATORS, LLC

ATTEST:

By:_____
VICTOR A. MICHAEL JR. - SOLE MEMBER

BUYER:
LINCOLN FINANCIAL MEDIA COMPANY OF COLORADO

ATTEST:

By:_____

_____

ESCROW AGENT:
MEDIA SERVICES GROUP, INC.

ATTEST:

By:_____

_____

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

SELLER:
MOUNTAIN COMMUNITY TRANSLATORS, LLC

ATTEST:

By:_____

_____

BUYER:
LINCOLN FINANCIAL MEDIA COMPANY OF COLORADO

ATTEST:

By: Robert B. Call
Robert B. Call
Senior VP/GM

Melissa Mitchell
Melissa Mitchell
VP/ Corporate Controller + Asst. Secretary

ESCROW AGENT:
MEDIA SERVICES GROUP, INC.

ATTEST:

By:_____

_____

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

SELLER:
MOUNTAIN COMMUNITY TRANSLATORS, LLC

ATTEST: By:_____

_____

BUYER:
LINCOLN FINANCIAL MEDIA COMPANY OF COLORADO

ATTEST: By:_____

_____

ESCROW AGENT:
MEDIA SERVICES GROUP, INC.

ATTEST: By:_____