

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated this ___ day of _____, 2005, by and among InterMart Broadcasting of Georgia, Inc. ("InterMart") and Clear Channel Broadcasting Licenses, Inc. ("Clear Channel") (InterMart and Clear Channel herein jointly referred to as "Licensees") Infinity Broadcasting East Inc.¹ ("Infinity"); WGN Continental Broadcasting Company ("WGN"); and Bonneville International Corporation ("Bonneville") (Infinity, WGN, and Bonneville herein jointly referred to as "Joint Parties," and InterMart, Clear Channel, Infinity, WGN, and Bonneville herein jointly referred to as "Parties") and Robert Maccini, Media Services Group, Inc. ("Escrow Agent").

WITNESSETH:

WHEREAS, Licensees and Joint Parties have entered into a Settlement Agreement dated November __, 2005, pursuant to which, among other things, Joint Parties have agreed to dismiss their Adverse Pleadings, as defined in the Settlement Agreement. The Parties have filed a Joint Request for Approval of Settlement Agreement (the "Joint Request") requesting that the FCC issue an order or orders simultaneously: (i) granting the Joint Request; (ii) approving the Settlement Agreement; (iii) dismissing the Joint Parties' Adverse Pleadings and (iv) granting the WRLD License Application and the WWAA License Application as contemplated by this Agreement.

WHEREAS On _____ the FCC issued an order ("FCC Order") granting the Joint Request;

WHEREAS, in the absence of reconsideration or review, the FCC's order will become a "Final Action", as that term is defined in Section 6 of the Settlement Agreement on _____; and

¹ Infinity Broadcasting East Inc. is the successor in interest to Infinity Broadcasting Operations, Inc.

WHEREAS, Licensees and Joint Parties have, in connection with the Settlement Agreement, also agreed to enter into this Escrow Agreement;

NOW, THEREFORE, in consideration of the terms of the Settlement Agreement and the mutual promises herein contained, it is agreed as follows:

1. **DEPOSIT OF ESCROW FUNDS.** Upon the execution of this Escrow Agreement, Licensees are delivering or causing to be delivered to the Escrow Agent, the sum of One Hundred Forty Nine Thousand Five Hundred Twenty One Dollars and Fifty Eight cents (\$149,521.58) ("Escrow Funds").

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 as follows:

(a) In accordance with the terms of the Settlement Agreement, on the day the FCC Order becomes a Final Action, Escrow Agent shall release the Escrow Funds to the Joint Parties in accordance and as set forth in Schedule 2 of the Settlement Agreement. In such event, all interest earned and accumulated thereon and proceeds therefrom shall be paid over to Joint Parties at closing in proportions that match the amounts set forth in Schedule 2 of the Settlement Agreement.

(b) In the event of an uncured material breach by or default of the Joint Parties under the terms of the Settlement Agreement, then the Escrow Funds shall be paid over to Licensees together with all interest earned and accumulated thereon and the proceeds therefrom.

(c) In the event of an uncured material breach by or default of the Licensees under the terms of the Settlement Agreement, then the Escrow Funds shall be paid over to the Joint Parties together with all interest earned and accumulated thereon and the proceeds therefrom.

(d) In all other events, if the Settlement Agreement is terminated, the Escrow Funds shall be returned to the Licensees together with all interest earned and accumulated thereon and the proceeds therefrom.

(e) If any provision of this Paragraph with respect to the disposition of the Escrow Funds is in conflict with any provision of the Settlement Agreement with respect to such disposition, then such provision in the Settlement Agreement shall control.

4. CONTROVERSIES WITH RESPECT TO ESCROW FUND. The Escrow Agent shall discharge his duties to dispose of the Escrow Funds in accord with the provisions of paragraph 3 above upon the joint written instructions of the Licensees and the Joint Parties or their duly designated representatives. If the Escrow Agent shall not have received such joint written instructions or a controversy shall exist between the Joint Parties and Licensees 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 Licensees and the Joint Parties 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 his duties hereunder; one-half (1/2) of any such expenses, disbursements and advances to be paid by the Joint Parties and one-half (1/2) by the Licensees, other than for expenses for investments authorized hereunder which shall be borne by the Joint Parties.

(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 Funds 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.

(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 unless caused by its own misconduct or gross negligence.

(e) Each of the Joint Parties and Licensees agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder. The Joint Parties and Licensees agree jointly 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 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 if delivered or mailed (certified mail, postage pre-paid, return receipt requested) as follows:

If to InterMart:

Ms. Patricia S. Woods
3434 Southwest 26th Avenue
Cape Coral, FL 33914

With a copy to:

Gary S. Smithwick, Esq.
Smithwick & Belendiuk, PC
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016

If to Clear Channel:

Mr. Troy Langham
Clear Channel Radio
2625 S. Memorial Dr. Suite A
Tulsa, OK 74129

With copy to:

Christopher M. Cain, Esq.
Senior Corporate Counsel
Clear Channel Communications, Inc.
200 E. Basse Road
San Antonio, TX 78209

If to Infinity:

Joel Hollander
Infinity Broadcasting East, Inc.
1515 Broadway, 46th Floor
New York, NY 10036

With copy to:

Steven A. Lerman
Leventhal Senter & Lerman PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006

If to WGN:

Crane H. Kenney
Secretary
435 North Michigan Avenue
Chicago, Illinois 60611

With copy to:

R. Clark Wadlow
Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, DC 20005

If to Bonneville:

David K. Redd
55 North 300 West
Suite 800

Salt Lake City, UT 84180-1109

With copy to:

Kenneth E. Satten
Wilkinson Barker Knauer LLP
2300 N Street, NW
Suite 700
Washington, DC 20037

If to Escrow Agent:

Eddie Esserman
Robert Maccini
Media Services Group, Inc.
3948 South Third Street, # 191
Jacksonville Beach, FL 32250

A notice shall be deemed received upon the date of delivery if given personally or, if given by mail, upon the receipt thereof. Any party may change its address for the purpose of this Paragraph 6 by giving notice to the other Parties hereto in accordance with this Paragraph 6.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

INTERMART BROADCASTING
OF GEORGIA, INC.

By: _____

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By: _____

INFINITY BROADCASTING
EAST, INC.

By: _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____

Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

By: _____

ESCROW AGENT:

By: _____

Robert Maccini
Media Services Group, Inc.
Escrow Agent

CERTIFICATE OF SERVICE

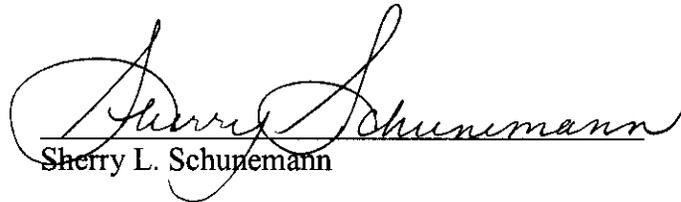
I, Sherry L. Schunemann, a secretary in the law offices of Smithwick & Belendiuk, P.C., do hereby certify that a copy of the foregoing "Joint Request for Approval of Settlement Agreement" was mailed by First Class U.S. Mail, postage prepaid, this 21st day of November, 2005, to the following:

Christopher M. Cain, Esquire
Clear Channel Communications, Inc.
200 E. Basse Road
San Antonio, TX 78209
**Counsel for Clear Channel Broadcasting
Licenses, Inc.**

Dennis P. Corbett, Esquire
Leventhal Senter & Lerman, PLLC
2000 K Street, N.W., #600
Washington, D.C. 20006
Counsel for Infinity Broadcasting East, Inc.

R. Clark Wadlow, Esquire
Sidley Austin Brown & Wood, LLP
1501 K Street, N.W.
Washington, D.C. 20005
**Counsel for WGN Continental Broadcasting
Company**

Kenneth E. Satten, Esquire
Wilkinson Barker Knauer, LLP
2300 N Street, N.W., #700
Washington, D.C. 20037
Counsel for Bonneville International Corporation


Sherry L. Schunemann