

ESCROW AND SECURITY AGREEMENT

ESCROW AND SECURITY AGREEMENT (“Agreement”) dated February 3, 1993 among On Site Media, Inc., a Delaware corporation (“On Site”), Site-based Media, Inc., a <State> corporation (“Site-based”), and <Escrow Company>, as Escrowee of On Site (the “Escrowee”).

WHEREAS, Site-based has subscribed for certain shares of On Site pursuant to Subscription Agreements between Site-based and On Site dated December 31, 20__ and February 3, 20__ (together, the “Subscription Agreement”);

WHEREAS, pursuant to the terms of the Stockholders’ Agreement by and between On Site, Site-based and certain other stockholders of On Site of even date herewith (the “Stockholders’ Agreement”), Site-based has made certain representations and warranties to On Site, and has undertaken to indemnify On Site for losses and liabilities incurred by On Site resulting from the breach or alleged breach by Site-based of such representations and warranties;

WHEREAS, the Stockholders’ Agreement contemplates that the shares of common stock of On Site received by Site-based pursuant to the Subscription Agreement will be delivered to and held by the Escrowee subject to the terms and conditions of this Escrow and Security Agreement, as security for the payment by Site-based of its indemnification obligations undertaken there under in connection with the representation and warranty of Site-based contained in Section 9.01 of the Stockholders’ Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Delivery of Shares: Security for Special Indemnity Obligation. (a) Promptly following the execution hereof, Site-based shall deliver four thousand ten (4,010) shares of unclassified common stock, \$01 par value per share, of On Site (the “On Site Shares”) to the Escrowee. The On Site Shares so delivered to the Escrowee shall be represented by a certificate or certificates duly endorsed in blank, or accompanied by stock powers in form and substance satisfactory to On Site, duly endorsed in blank. Promptly upon receipt of the On Site Shares, the Escrowee shall deliver to both On Site and Site-based a written acknowledgment of receipt thereof indicating the number of shares so received.

(b) In consideration of the covenants contained herein and other good and valuable consideration and in order to provide security for the obligation of Site-based to indemnify On Site under Article Eleven of the Stockholders’ Agreement for all losses and liabilities arising out of or relating to a breach by Site-based of (or, in

the case of the obligation of Site-based to indemnify On Site currently for all legal or other expenses reasonably incurred by On Site in connection with its investigation of or defense against claims, arising out of or relating to an alleged breach by Site-based of the representation and warranty set forth in Section 9.01 of the Stockholders' Agreement (the "Special Indemnity Obligation"), Site-based hereby grants to On Site a security interest in and hereby pledges, transfers, assigns and delivers, free and clear of any liens, encumbrances, claims or demands whatsoever, except as otherwise set forth in Sections 8.04 and 8.05 of the Disclosure Schedules to the Stockholders' Agreement, to the Escrowee as agent for On Site: (i) the On Site Shares evidenced by the certificates delivered pursuant to Section 1(a), and (ii) all distributions of common stock of On Site, other securities or property made with respect to such On Site Shares by reason of any stock dividend, stock split, spin-off, merger, reclassification or other reorganization or receivable on account thereof in partial or complete liquidation therefor and all cash substituted for or received as the proceeds thereof (other than cash dividends which shall be payable to Site-based as provided in Section 7(a)); all of which are hereby pledged, transferred and assigned to the Escrowee by Site-based (all such On Site Shares, On Site common stock, securities, property or cash described in clauses (i) and (ii) above being referred to herein collectively as the "Collateral"). Any On Site common stock, securities, property and cash referred to in the preceding sentence shall be delivered to the Escrowee to be held hereunder and, any such common stock or other securities shall be delivered duly endorsed in blank or accompanied by stock powers in form and substance satisfactory to On Site, duly endorsed in blank. Site-based agrees to deliver to the Escrowee any such On Site common stock, securities, property or cash as shall come into its possession or control.

2. Default: Unpaid Liabilities. The failure of Site-based at any time to make payment of all amounts then payable to On Site by Site-based as payment of the Special Indemnity Obligation (all such unpaid amounts, "Unpaid Liabilities"), as and when evidenced to Escrowee by its receipt of (i) an order of a court of competent jurisdiction, or (ii) a written notice jointly executed by On Site and Site-based, in either case stating that such a failure to make payment has occurred and setting forth the amount of the Unpaid Liability in respect of such failure (such a court order, a "Court Order", and such a notice, a "Joint Notice"), shall constitute a default ("Default") by Site-based under this Agreement. At and after the time of a Default, On Site shall have the right to satisfy out of the Collateral any Unpaid Liability described in a Court Order or Joint Notice in accordance with the following provisions.

3. Duties of the Escrowee.

(a) The Escrowee is hereby authorized and directed to hold the Collateral as agent for On Site and deliver the same in accordance with the provisions of this Agreement. Any Collateral consisting of cash (other than cash dividends or interest) shall be invested and reinvested by the Escrowee to the extent practicable in sixty (60) day U.S Treasury Bills or in money market-type funds investing exclusively in U.S. Treasury obligations.

(b) From and after a Default the Escrowee shall take such actions with respect to the Collateral, or any part of it, on behalf of and for the benefit of On Site as On Site may direct in written instructions provided in accordance with subsection (C), below (“Instructions”). Instructions shall be in writing, addressed to the Escrowee as such under this Agreement, dated currently and signed on behalf of On Site by an officer thereof.

Cc) From and after the time of a Default, On Site may, at its option, upon not less than five (5) days prior written notice to Site-based of the exercise of its rights under this Agreement and delivery to Escrowee of evidence of the delivery of such written notice to Site-based, give Instructions to Escrowee to exercise any one or more of the following remedies on behalf of On Site:

(i) In addition to all other rights and remedies granted to On Site by law or by this Agreement or in any other instrument or agreement securing, evidencing or relating to the Special Indemnity Obligation, On Site shall have, and may instruct Escrowee as its agent so as to give effect to, all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (“Code”) in effect in the State of New York at that time.

(ii) Without limiting the generality of the foregoing, at its option, On Site may instruct the Escrowee to transfer or register any part of the Collateral (to the extent not previously so transferred or registered) on the books of On Site into the name of On Site or On Site’s nominee(s), with or without any indication that such Collateral is subject to the security interest hereunder, for purposes of arranging for the sale of Collateral hereunder. Site-based hereby appoints Escrowee as its attorney-in-fact to arrange at On Site’s option for such transfer. In addition, with respect to any Collateral which shall then be in or shall thereafter come into the possession or custody of the Escrowee, On Site may instruct the Escrowee to sell or cause the same to be sold at any broker’s board or at public or private sale, in one or more sales or lots, at such price or prices as On Site may deem best, for cash or on credit or for future delivery, without assumption of any credit risk. The purchaser of any or all Collateral so sold shall thereafter hold the same absolutely, free from any claim, encumbrance or right of any kind whatsoever. Unless any of the Collateral threatens to decline speedily in value or is or becomes of a type sold on a recognized market, Escrowee will give Site-based reasonable notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made. Any sale of the

Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies, commercial finance companies, or other financial institution⁵ disposing of property similar to the Collateral shall be deemed to be commercially reasonable. Any requirements of reasonable notice shall be met if such notice is mailed to Site-based as provided in Section 17 below, at least ten (10) days before the time of the sale or disposition. Any other requirement of notice, demand or advertisement for sale is, to the extent permitted by law, waived. On Site may, in its own name or in the name of a designee or nominee, buy any of the Collateral at any public sale and, if permitted by applicable law, at any private sale. Site-based shall be liable for all expenses (including court costs and reasonable attorneys' fees and expenses) of, or incident to, the enforcement of any of the provisions hereof, and all such expenses shall constitute additional Unpaid Liabilities and shall be recoverable from the proceeds of the sale or other disposition of the Collateral. In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the Collateral may be effected, Site-based agrees that Escrowee may, from time to time, attempt to sell all or any part of the Collateral by means of a private placement, restricting the prospective purchasers to one or more who will represent and agree that they are purchasing for investment only and not for distribution. Site-based further acknowledges and confirms that any private sale undertaken in conformity with these provisions may result in prices or other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any private sale undertaken in conformity with these provisions shall be deemed to have been made in a commercially reasonable manner, and neither On Site nor the Escrowee shall be under any obligation to take any steps in order to permit the Collateral to be sold at a public sale.

(iii) On Site may apply the proceeds of the disposition of Collateral against any Unpaid Liabilities in such order and manner as On Site may elect in its sole discretion. If the proceeds from any disposition of the Collateral pursuant to this Agreement exceed the amount of the Unpaid Liabilities, such excess shall be part of, and included in, the Collateral for purposes of this Agreement.

(iv) On any sale of the Collateral, On Site is hereby authorized to

instruct Escrowee to comply with any limitation or restriction, compliance with which is necessary, in view of On Site's counsel, in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any applicable governmental authority.

Cd) No delay in exercising, or failure to exercise, any remedy or right accruing in respect of any Default shall impair such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default.

4. Release of Collateral. (a) Forthwith upon the later of (i) two (2) years after the date hereof, or (ii) the final disposition of any claim by On Site of the existence of any Unpaid Liability in respect of a failure by Site-based to make payment to On Site of all amounts then payable by Site-based as a Special Indemnity Obligation for which On Site shall have given written notice to Site-based and the Escrowee prior to the expiration of said two-year period, On Site shall deliver Instructions to the Escrowee stating that the applicable condition has occurred and directing the Escrowee to deliver the Collateral then held by it to Site-based. Unless otherwise agreed by On Site and Site-based, the failure of On Site to commence legal action with respect to any claim which is the subject of a notice of the type described in clause (ii), above, within sixty (60) days following the second anniversary of the date hereof, shall be deemed the final disposition of such claim. If On Site fails to deliver Instructions as required in accordance with this Section 4, Site-based shall have the right to deliver written instructions to the Escrowee instructing the Escrowee promptly to release the Collateral (the "Site-based Release Instructions"). Escrowee shall within three (3) days after its receipt of the Site-based Release Instructions deliver written notice to On Site of such receipt. Fifteen (15) business days after Escrowee's delivery of such notice to On Site, Escrowee shall release the Collateral to Site-based unless, prior to such time, On Site shall, by notice to Escrowee, object to such release on the basis that there exists one or more claims of the type described in subclause (ii) of clause (a), above, for which there has been no final disposition. In the event the Escrowee receives such a notice from On Site, it shall only release the Collateral (but then promptly) upon its receipt of an order of a court of competent jurisdiction or written instructions jointly signed by Site-based and On Site, in either case directing release of the Collateral then held by it.

(b) In the event that there exist any claims by On Site of the existence of any Unpaid Liabilities after the date two years from the date hereof, the Escrowee shall release to Site-based the shares of On Site stock held as Collateral, upon Site-based's substitution of cash for such stock as Collateral, provided that such cash is in an amount that On Site certifies, by Instructions to Escrowee, is adequate to pay all Unpaid Liabilities that On Site determines, in its sole discretion, may arise out of such claims.

Cc) Notwithstanding any other provisions hereof to the contrary, the

Escrowee shall at any time release all or a portion of the Collateral to (i) (x) Site-based or (y) otherwise in accordance with Site-based's instructions, if Instructions authorizing the release of all or such portion of Collateral on such basis are received by Escrowee from On Site, which Instructions are duly accepted in writing by NBC Sub or,
(ii) to Site-based, if Instructions authorizing such release are received by Escrowee from On Site, which Instructions are duly accepted in writing by NBC Sub.

5. Supplemental Instructions. In the event that the Escrowee is in doubt with respect to any Instructions delivered to it hereunder, the Escrowee may apply for supplemental instructions ('Supplemental Instructions') to On Site, and On Site shall endeavor to furnish the Escrowee with such Supplemental Instructions. The Escrowee may apply for advice to counsel of its choice, and may rely upon such advice; or it may act or refrain from acting in accordance with its best judgment and shall not, as a result thereof, be answerable to any other party hereto except for gross negligence or willful misconduct.

6. Termination. This Agreement shall terminate upon delivery of all Collateral in accordance with the provisions hereof, and payment in full of all amounts owing the Escrowee hereunder. The termination of this Agreement or the insufficiency of the Collateral to satisfy any Unpaid Liability hereunder, shall not be deemed to terminate, limit or otherwise alter any Special Indemnity Obligation or any other obligations or liabilities of Site-based under the Stockholders' Agreement.

7. Voting of Shares. Dividends. Distributions. etc. (a) Provided that there shall not have occurred and be continuing a Default, so long as the Collateral shall remain subject to this Agreement, Site-based shall:

(i) Have the right to vote, and to give consents and waivers, with respect to all shares of On Site common stock or other securities pledged, transferred, and assigned and delivered hereunder by Site-based to the Escrowee, all as though such Collateral were not subject to this Agreement, and the Escrowee shall deliver to Site-based suitable proxies, consents and waivers for such purpose in respect of such Collateral; and

(ii) Be entitled to collect and receive for its own use, and the Escrowee shall deliver to Site-based suitable assignments and orders for the payment to Site-based of,
- all cash dividends and interest payable on or with respect to such Collateral.

(b) After the occurrence and during the continuance of a Default, On Site shall be entitled to instruct the Escrowee to, and the Escrowee thereafter shall, exercise all voting powers pertaining to the Collateral and give, exclusively, consents, ratifications and waivers with respect thereto for all purposes, pursuant to Instructions

received from On Site.

Cc) All dividends and distributions (other than cash dividends or interest referred to in Section 7(a) (ii), but only provided that there shall not have occurred and be continuing a Default) of any character on or with respect to the Collateral shall be paid or delivered to the Escrowee to be held pursuant to the terms hereof. Without limiting the generality of the foregoing, in the event of a capital reorganization or reclassification of the On Site common stock or a consolidation or merger of On Site with or into another corporation or a voluntary or involuntary dissolution, liquidation or winding up of On Site, the Escrowee shall, upon receipt of Instructions from On Site (unless given timely notice by Site-based that it has elected to exercise appraisal or similar rights), exchange the Collateral for the cash, securities or other property deliverable in such event, and shall hold such securities or property (and any cash, securities or other property received by reason of election of appraisal or similar rights) upon the terms of this Agreement.

8. Responsibility of Escrowee. Escrowee shall be fully justified in failing or refusing to take any action under this Agreement unless it shall be indemnified to its satisfaction against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Except as required by the specific terms of this Agreement, Escrowee shall have no duty to exercise any right, power, remedy or privilege granted to it hereby or to take any affirmative action hereunder unless directed to do so by On Site pursuant to Instructions, Supplemental Instructions or otherwise as provided hereunder.

9. Reoresentations and Warranties. Subject to obtaining Transaction Approval, as that term is defined in the Stockholders' Agreement, and to the provision for mandatory surrender of the On Site Shares to On Site under the terms of the Stockholders' Agreement, and except as otherwise set forth in Sections 8.04 and 8.05 of the Disclosure Schedules to the Stockholders' Agreement, Site-based represents and warrants to On Site that:

(a) Site-based owns, and with respect to Collateral acquired after the date hereof, Site-based will own, beneficially, the Collateral free and clear of any lien, security interest, pledge, claim or other encumbrance or any right or option on the part of any third person to purchase or otherwise acquire the Collateral or any part thereof, except for the security interest granted hereunder. Site-based has the unrestricted right to pledge the Collateral as contemplated hereby. All of the Collateral has been duly and validly issued and is fully paid and nonassessable.

(b) Site-based has all requisite authority and ability to execute and deliver this Agreement, and there is no restriction on or prohibition of Site-based's pledge of the Collateral as provided herein.

(C) This Agreement creates in favor of On Site a first lien security interest in the

Collateral, and the delivery of the Collateral to the Escrowee creates a perfected security interest in the Collateral.

(d) The execution, delivery and performance of this Agreement will not violate (i) any provision of law or any order of any court or other agency or instrumentality of government or (ii) any indenture, agreement or other instrument to which Site-based is a party or by which any of the property or assets of Site-based is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Site-based other than the Collateral.

10. Covenants. Site-based covenants and agrees with On Site that, until the termination of this Agreement:

(a) Site-based shall not create, permit or suffer to exist, and shall defend the Collateral against, any lien, security interest or other encumbrance on the Collateral, except the pledge and security interest of On Site hereunder, and shall defend On Site's rights in the Collateral and On Site's security interest in the Collateral against the claims of all persons and entities.

(b) Site-based shall not attempt to sell, assign or otherwise dispose of the Collateral or any part thereof.

11. Further -Assurances. (a) At any time and from time to time, upon the request of On Site, and at the sole expense of Site-based, Site-based shall promptly execute and deliver all such further instruments and documents and take such further action as On Site may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement.

(b) Without limiting the generality of the foregoing, Site-based agrees that it will (i) execute and file such financing statements as On Site may require, and (ii) instruct each "financial intermediary" (as defined in the Uniform Commercial Code of the State of New York) with whom Site-based maintains an account to note On Site's security interest in the Collateral. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

12. Registration. (a) In the event that, at or after such time as Site-based is entitled to request the registration of the On Site Shares under the Securities Act of 1933 pursuant to Section 6.01 of the Stockholders Agreement (such a time, the "Incidental Registration Request Time") On Site determines that it is advisable for

Site-based to register the On Site Shares, Site-based will request such registration and use its best efforts to cause such registration to be effectively made, at no expense to On Site (other than such expenses as are to be borne by On Site under Section 6.01 of the Stockholders' Agreement, as issuer of the On Site Shares).

(b) In the event that, at or after the Incidental Registration Request Time, there shall not at such time be existing a Default in respect of which any Unpaid Liability remains, Site-based shall be permitted to exercise its right to request registration of any Registrable Securities (as defined in the Stockholders' Agreement) which are held as part of the Collateral, provided that all of the proceeds realized upon any sales of any such shares pursuant to such registration shall be payable directly to Escrowee to be held by Escrowee as Collateral upon the terms of this Agreement.

13. Rights of NBC Sub. (a) Each of Site-based and On Site agree, that, for the purpose of inducing NBC Site Media, Inc., a Delaware corporation ("NBC Sub"), to enter into the Stockholders' Agreement, NBC Sub shall be an intended third party beneficiary of all of the rights granted to On Site under this Agreement.

(b) On Site hereby irrevocably constitutes and appoints NBC Sub, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority from time to time in NBC Sub's discretion to take any action permitted to be taken by On Site hereunder, in the place and stead and in the name of On Site or in its own name, in the event of On Site's failure to exercise any such right promptly and in any event within two (2) days after the date on which On Site first is entitled to exercise such right; provided, however, that if NBC Sub exercises its power and authority as such attorney-in-fact to take action in the name and stead of On Site or in its name, which subjects On Site to expense, loss or liability, NBC Sub shall indemnify and hold harmless On Site from and against any claim asserting such expense, loss or liability and shall reimburse On Site for all costs in investigating or defending such loss, liability or claim.

14. Concerning the Escrowee. To induce the Escrowee to act hereunder, it is further agreed that:

(a) The Escrowee shall not be under any duty to give the Collateral held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Escrow and Security Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

(b) This Escrow and Security Agreement expressly sets forth all the duties of the Escrowee with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this agreement against the Escrowee. The Escrowee shall not be bound by the provisions of any agreement among the other parties hereto except this Escrow and Security Agreement.

(C) The Escrowee shall not be liable, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against the Escrowee, the other parties hereto shall jointly and several indemnify and hold harmless the Escrowee (and any successor Escrowee) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements arising Out of and in connection with this Escrow and Security Agreement. Without limiting the foregoing, the Escrowee shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Collateral, or any loss of interest incident to any such delays.

(d) The Escrowee shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the proprietary or validity or the service thereof. The Escrowee may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(e) The Escrowee may act pursuant to the advice of counsel with respect to any matter relating to this Escrow and Security Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

(f) The Escrowee does not have any interest in the Collateral pledged hereunder, but is serving as agent of On Site only and having only possession of the Collateral. Site-based shall pay or reimburse the Escrowee upon request for any transfer taxes or other taxes relating to the Collateral incurred in connection herewith and shall indemnify and hold harmless the Escrowee from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from the Collateral shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the escrowee with appropriate W-9 forms for Lax I.D., number certifications, or W-8 forms for non-resident alien certifications. It is understood that the Escrowee shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Collateral and is not responsible for any other reporting. This paragraph and paragraph (C) shall survive notwithstanding any termination of this Escrow and Security Agreement or the resignation of the Escrowee.

(g) The Escrowee makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(h) The Escrowee shall not be called upon to advise any party as

to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(i) The Escrowee (and any successor Escrowee) may at any time resign as such by delivering the Collateral to any successor Escrowee designated by On Site, subject to the consent of Site-based (which consent shall not be unreasonably withheld), or to any court of competent jurisdiction, whereupon the Escrowee shall be discharged of and from any and all further obligations arising in connection with this Escrow and Security Agreement. The resignation of the Escrowee will take effect on the earlier of (a) the appointment of a successor (including a court of competent jurisdiction) or (b) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time the Escrowee has not received a designation of a successor Escrowee, the Escrowee's sole responsibility after that time shall be to safe keep the Collateral until receipt of a designation of a successor Escrowee designated either by On Site, as provided in the first sentence of this clause (1), or by an order of a court of competent jurisdiction.

(j) The other parties hereto hereby irrevocably submit to the jurisdiction of any New York State or federal court sitting in New York City in any action or proceeding arising out of or relating to this Escrow and Security Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such a New York State or federal court. The other parties hereby consent to and grant to any such court jurisdiction over the persons of such parties and over the subject matter of any such dispute and agree that delivery or mailing of any process or other papers in the manner provided herein above, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

(k) No printed or other matter in any language (including without limitation prospectuses, notices, reports and promotional material) which mentions the Escrowee's name or the rights, powers, or duties of the Escrowee shall be issued by the other parties hereto or on such parties' behalf unless the Escrowee shall first have given its specific written consent thereto.

(1) This Escrow and Security Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, heirs, administrators and representatives and shall not be unforeseeable by or inure to the benefit of any third party except as provided in clause (i) of this Section with respect to a resignation by the Escrowee, and as provided in Section 13. No party may assign any of its rights or obligations under this Escrow and Security Agreement without the written consent of the other parties.

(m) The other parties hereto authorize the Escrowee, for any securities held hereunder, to use the services of any United States central securities depository it deems appropriate, including, but not limited to, the Depository Trust

Company and the Federal Reserve Book Entry System.

15. Amendments. This Agreement may be amended by a document in writing, executed by On Site, Site-based and the Escrowee, and approved in writing by NBC Sub prior to the effectiveness of such amendment, but not otherwise. No such amendment shall be effective to alter or enlarge the Escrowee's rights, obligations and duties hereunder without its prior written consent.

16. Expenses. (a) All initial startup fees and annual fees of the Escrowee under this Agreement, consisting of a \$1,000 start-up fee and an annual fee of \$5,000 per year (payable in advance of each year), shall be borne by On Site. On-Site agrees to make payment to Escrowee of Six Thousand Dollars (\$6,000) promptly after the execution hereof, in full payment of the initial start-up fees and the first year of the annual fee.

(b) All other expenses, disbursements and advances incurred or made by Escrowee in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel) shall be payable by Site-based, including all costs incurred by Escrowee in enforcing On Site's rights hereunder. Notwithstanding anything to the contrary in the foregoing, any fees or expenses of the Escrowee or its counsel which are not paid as provided herein may be taken from any Collateral held by Escrowee hereunder.

17. Notices. Any notices, communications, Instructions or Supplemental Instructions required or permitted hereunder shall be in writing and shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, or delivered by hand, if to Site-based, addressed to it at: -

_____ or in each case to such other address as may be specified in writing to each of the parties hereto.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors or assigns of the Escrowee, On Site, Site-based and NBC Sub. This Agreement shall not be assignable by Site-based. Nothing contained in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns as aforesaid, any rights or remedies under or by reason of this Agreement.

19. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of <State>.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement but all of which

shall be considered one and the same instrument.

21. Interpretation. Titles and headings to paragraphs herein are inserted for convenience or reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

ON SITE MEDIA, INC.

By _____

ON SITE MEDIA, INC.

By _____

<Company>
As Escrowee

By _____