

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this 6th day of August, 2021, by and among IGLESIA PENTECOSTAL VISPERA DEL FIN, a Washington not-for-profit corporation ("Buyer"), and SUNNYLANDS BROADCASTING, LLC, a Washington limited liability company ("Seller").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement ("Purchase Agreement") of even date herewith, for the sale of KHCV (FM), licensed by the Federal Communications Commission (the "FCC" or "Commission") to Mecca, California, FCC Facility ID #191492 and FM Translator K226BT, licensed by the FCC to Indio, California, FCC Facility ID #140886 (the "Stations").

WHEREAS, pursuant to the Purchase Agreement, a cash deposit of Ten Thousand Dollars (\$10,000.00) (the "Escrow Deposit") has been placed in the client trust fund account with the law firm of Hawkins Law, PLLC, Walla Walla, Washington (as "Escrow Agent"), which has agreed to serve as a stakeholder to the benefit of the parties. Upon the execution of the Purchase Agreement and a filing of an Assignment Application requesting FCC approval of an assignment of the Stations' FCC Licenses from Seller to Buyer, the Escrow Deposit shall be held to the benefit of the parties until such time that the parties provide written instructions to Escrow Agent for the disposition of the Escrow Deposit.

WHEREAS, Escrow Agent has agreed to hold, and disburse the Escrow Deposit, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in the Purchase Agreement and in this Deposit Agreement, the parties agree as follows:

1. Pursuant to the terms of the Purchase Agreement, the Escrow Deposit shall be held in Escrow Agent's client trust fund (IOLTA) account. Consistent with Washington rules regarding such IOLTA accounts, any interest accrued while Escrow Agent holds the Escrow Deposit will accrue to the benefit of the Legal Foundation of Washington (and shall not be disbursed to Seller or Buyer).

2. Escrow Agent shall deliver the Escrow Deposit upon receipt of written notification executed jointly by Buyer and Seller as directed. The parties agree that the Escrow Deposit shall be held by Escrow Agent until the Closing Date as defined in the Purchase Agreement or until the occurrence of an event provided in this Agreement. Upon the delivery of any or all of the Escrow Deposit via cashier's check or wired funds, the costs associated with the generation of the cashier's check or the cost of the wiring shall be borne by the party (Buyer or Seller) to receive such payment.

a. On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Seller (with evidence of service of such notice on Buyer) that the Purchase Agreement has been terminated due to Buyer's 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; provided, however, that Escrow Agent shall make no such payment if Buyer, prior to the expiration of the aforesaid thirty (30)-day period, has provided written notice to Escrow Agent and Seller of its countervailing claim to the Escrow Deposit or otherwise claims that Seller is not entitled to the Escrow Deposit ("Buyer's Rebuttal Notice").

b. On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Buyer (with evidence of service of such notice on Seller) that the Purchase Agreement has been terminated by Buyer for any reason permitted in the Purchase Agreement ("Buyer's Notice"), Escrow Agent shall deliver the principal of the Escrow Deposit to Buyer by certified or bank cashier's check or wire transfer; provided, however, that Escrow Agent shall make no such payment if Seller, prior to the expiration of the aforesaid thirty (30)-day period, has provided written 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 ("Seller's Rebuttal Notice").

c. 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 Seller and Buyer providing instructions as to the disposition of the Escrow Deposit, 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. Escrow Agent shall deliver the Escrow Deposit in accordance with said agreement, order or judgment. Notwithstanding the foregoing, after receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer'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 and deposit the Escrow Deposit with such court.

d. If any provision of Sub-sections 2(a) through 2(c) above with respect to the disposition of the Escrow Deposit is in conflict with any provision of the Purchase Agreement with respect to such disposition, then such provision in the Purchase Agreement shall control.

3. The undersigned agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of Escrow Agent:

(a) Escrow Agent shall not be bound in any way to the Purchase Agreement or any other agreement or contract out of which this Agreement may arise (whether or not Escrow Agent has knowledge thereof).

(b) Escrow Agent serves as a depository only and is not responsible or liable in any matter or validity of the subject matter of this Agreement, or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing it.

(c) In the event there is a dispute or disagreement by and between the Buyer and Seller regarding the disbursement of the Escrow Deposit, and no written instructions regarding

disbursement of the Escrow Deposit have been provided to Escrow Agent, then Escrow Agent shall continue to hold the Escrow Deposit until there is a final judgement or arbitration decision directing disbursement of the Escrow Deposit, subject to the terms of Sub-sections 3(e) and 3(g) herein.

(d) If Seller is unsuccessful in any arbitration or litigation relating to the Escrow Deposit or any portion thereof, then the fees and expenses of Escrow Agent in connection therewith shall be paid by Seller, but if Buyer is the unsuccessful Party, then Buyer will bear the fees and expenses of Escrow Agent in connection therewith.

(e) Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to Buyer and Seller specifying the date when such resignation shall take effect. Upon such notice, a successor stakeholder shall be appointed with the consent of both Buyer and Seller and the service of such successor stakeholder shall be effective as of the date of resignation specified in the notice, which date shall not be less than thirty (30) days after the giving of such notice.

(f) Escrow Agent undertakes to perform only such duties as are specifically set forth herein and may 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.

(g) In the event there is a dispute or disagreement by and between the Buyer and Seller on the disbursement of the Escrow Deposit, Escrow Agent may, at its option and in accordance with applicable law, cause to be filed an action, bill, or interpleader, or similar action for such purpose, in a court of competent jurisdiction, and upon court approval pay the Escrow Deposit and all income earned or accrued thereon, less any fees and expenses associated therewith to include legal fees associated with the preparation of the filing, into said court, in which event, Escrow Agent's duties, responsibilities, and liabilities with respect to the Escrow Deposit, the proceeds, and this Agreement shall terminate.

(h) Buyer and Seller each agree, jointly and severally, to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, settlements, litigation, investigations, costs, or expenses (including without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses") arising out of or in connection with Escrow Agent's performance as a stakeholder, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence, willful misconduct, or fraud of such Indemnatee. The obligations set forth in this Sub-section 3(h) shall survive the resignation, termination, replacement or removal of Escrow Agent or the termination of this Agreement. If any of the Escrow Deposit or funds deposited that may be deposited in connection with this Agreement shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders to entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in

the event that Escrow Agent obeys or complies with any such order it shall not be liable to the Seller or the Buyer or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated. The Parties acknowledge that Escrow Agent is expressly relying on the provisions hereof as a condition to acting as a stakeholder for the Parties

4. 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 given if delivered by hand, mailed (certified mail, postage pre-paid, return receipt requested), recognized overnight courier, or sent via facsimile as follows:

(a) If to Seller:

Mr. Greg Smith, Manager
Sunnylands Broadcasting, LLC.
121 Powder Cap Ct.
Cle Elum, WA 98922
(206) 790-5405
gsmith0605@msn.com

With a copy to:

Mr. David Hartman, Manager
Sunnylands Broadcasting, LLC
39 Holly Hill Drive
Mercer Island, WA 98040
(206) 612-4706
d1hart@comcast.net

(b) If to Buyer:

Mr. Arturo Gonzales, President
Iglesia Pentecostal Vispera Del Fin
10612 15th Ave. SW
Seattle WA, 98146
(206) 658-3135
cfcinseattlewa@gmail.com

(c) If to Escrow Agent:

Mr. Jared N. Hawkins, Attorney at Law
Hawkins Law, PLLC
2225 Isaacs, Suite A
Walla Walla, WA 99362
(509) 529-5175
jared@hawklaw.biz

or to any other party or address as the parties may from time to time designate in writing.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

7. To the extent not governed by federal law, this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Washington without reference to its principles of conflicts of law. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in the County of King in the State of Washington, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

8. This Agreement may be amended by mutual consent of the parties, but only by a written instrument duly signed by the parties to the Purchase Agreement.

9. This Agreement shall automatically terminate upon the distribution of the Escrow Deposit in accordance with the terms hereof.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement on the day and year first above written.

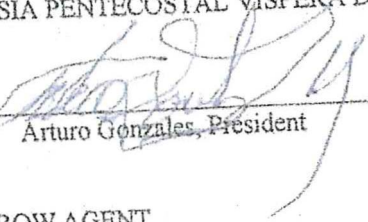
SELLER
SUNNYLANDS BROADCASTING, LLC

BY:


Gregory Smith, Manager

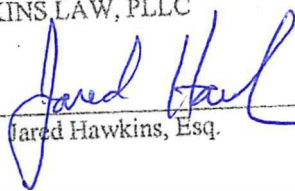
BUYER
IGLESIA PENTECOSTAL VISPERA DEL FIN

BY:


Arturo Gonzales, President

ESCROW AGENT
HAWKINS LAW, PLLC

BY:


Jared Hawkins, Esq.