

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

WASHINGTON D.C. 20554

In re Applications of)	
)	
Sister Sherry Lynn Foundation,)	FCC File BPED-19970807MY
)	
For a Noncommercial, Educational FM)	
Station at Chickasha, Oklahoma)	
)	
and)	
)	
American Family Association)	FCC File BPED-19970203MA
)	
For a Noncommercial, Educational FM)	
Station at Chickasha, Oklahoma)	
)	

To: The Commission
Universal Settlement of MX Group 970219

JOINT REQUEST FOR APPROVAL OF SETTLEMENT

Sister Sherry Lynn Foundation, Inc. (hereafter ASSLF@) and American Family Association (hereafter AAFA@), jointly by its undersigned counsel, hereby respectfully submits this Joint Request and associated documents seeking Commission approval for the settlement between the parties. In support of this request, the following is respectfully submitted for the consideration of the Commission.

1. The parties are the only are the only two applications in Full Service FM Closed Group 970219 contained in Attachment A to the Commission=
Window Announced for Noncommercial Educational FM Settlements and

Technical Amendments - Settlement Reimbursement Cap Waived Until August

13, 2004 in Public Notice No. DA 04-1692 (hereinafter the *Settlement Window*). Appended hereto as Exhibit A is a Settlement Agreement covering multiple application conflicts between the parties. This Joint Request relates to a universal resolution of the conflict that exists between their two applications in Group 970219. Under the terms of the agreement, the AFA application for Chickasha will be dismissed with prejudice and the SSLF application for Chickasha will be granted.

2. Appended hereto as Exhibit B and C are the declarations of the respective principals of SSLF and AFA. In their declarations they recite the reasons that Commission approval of the proposed settlement is in the public interest and consistent with the provisions of the Communications Act of 1934, as amended. The declarations also recite that neither applicant filed its application for the purpose of settlement, or has or will be paid any consideration other than that provided for in the Settlement Agreement.

WHEREFORE, the undersigned respectfully request that the Commission approve that portion of the settlement agreement pertaining to Chickasha, Oklahoma; dismiss AFA's application for Chickasha, Oklahoma (FFC File No. BPED-19970203MA); and grant SSLF's application for Chickasha, Oklahoma (FCC File BPED-19970807MY).

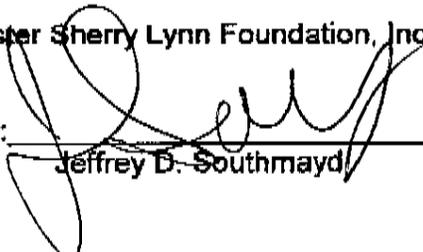
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Respectfully submitted,

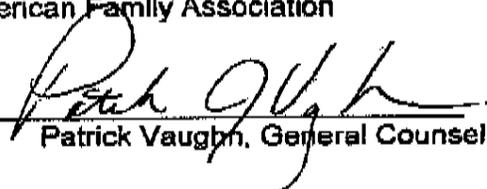
Sister Sherry Lynn Foundation, Inc.

By: 

Jeffrey D. Southmayd

Southmayd & Miller
1220 19th Street, N.W.
Suite 400
Washington, D.C. 20036
(202) 331-4100

American Family Association

By: 

Patrick Vaughn, General Counsel

American Family Association, Inc.
P.O. Drawer 2440
107 Parkgate Drive
Tupelo, MS 38803

Date: August 11, 2004

EXHIBIT B**DECLARATION OF SISTER SHERRY LYNN FOUNDATION, INC.**

I, SHERRY AUSTIN hereby declare under penalty of perjury that the following declaration is true and correct to the best of my knowledge:

I am the PRESIDENT of the Sister Sherry Lynn Foundation, Inc., an applicant for authority to construct a new noncommercial FM radio broadcast station at Chickasha, Oklahoma . (File No. BPED-19970807MY). This Declaration is in support of a Settlement Agreement pursuant to which a construction permit will be granted to SSLF for Chickasha, Oklahoma (FCC File BPED-19970807MY) and the application of American Family Association, Inc. for Chickasha will be dismissed.

The Settlement Agreement furthers the public interest by removing the mutual exclusivity between the applications filed by the two parties, avoids potential litigation, conserves the Commission's resources and expedites the provision of a new broadcast service at Chickasha, Oklahoma.

I hereby declare that SSLF's application was not filed for the purpose of reaching or carrying out a settlement. Other than that specified in the Settlement Agreement, no consideration has been, or will be, paid to SSLF, or its principals in connection with this settlement.

Sister Sherry Lynn Foundation, Inc.

By: Sherry B. Austin
Date: 8-12-4

Sent by: AMERICAN FAMILY

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EXHIBIT C**DECLARATION OF AMERICAN FAMILY ASSOCIATION, INC.**

I, Timothy Wildmon, hereby declare under penalty of perjury that the following declaration is true and correct to the best of my knowledge:

I am the President of American Family Association, Inc. ("AFA"), an applicant for authority to construct a new noncommercial FM radio broadcast station at Chickasha, Oklahoma, (FCC File BPED-19970203MA). This Declaration is in support of a Settlement Agreement pursuant to which Sister Sherry Lynn Foundation will be granted a construction permit for Chickasha, Oklahoma (FCC File BPED-19970807MY) and the AFA application of for Chickasha will be dismissed.

The Settlement Agreement furthers the public interest by removing the mutual exclusivity between the applications filed by the two parties, avoids potential litigation, conserves the Commission's resources and expedites the provision of a new broadcast service at Chickasha, Oklahoma.

I hereby declare that AFA's application was not filed for the purpose of reaching or carrying out a settlement. Other than that specified in the Settlement Agreement, no consideration has been, or will be, paid to AFA, or its principals in connection with this settlement.

American Family Association, Inc.

By:



Timothy Wildmon

Date

8/12/04

SETTLEMENT AGREEMENT

This Agreement is entered into effective as of the 12th day of August, 1004, by and between Sister Sherry Lynn Foundation, Inc. (hereafter "SSLF"), American Family Association (hereafter "AFA").

WITNESSETH:

MX Group No. 95075E

WHEREAS, SSLF is an applicant before the Federal Communications Commission, Washington, D.C. (hereafter the "FCC") for a construction permit (hereafter a "CP") for a noncommercial FM broadcast station at Greenville, Texas, as contained in FCC file BPED-19960118MG ; and

WHEREAS, AFA is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Greenville, Texas, as contained in FCC file BPED-19950724ME and

WHEREAS, the two applications are considered to be mutually-exclusive under the rules, regulations and policies of the FCC such that only one of the two applications may be approved by the FCC and are the only two applications in Full Service FM Closed Group 95075E contained in Attachment A to the Commission's Window Announced for Noncommercial Educational FM Settlements and Technical Amendments - Settlement Reimbursement Cap Waived Until August 13, 2004 in Public Notice No. DA 04-1692 (hereinafter the "Settlement Window"); and

WHEREAS, the parties wish to resolve the conflict between their applications and provide for the dismissal of the application by SSL and for the approval of the application by AFA, subject to the prior approval of the FCC;

MX Group No. 96088E

WHEREAS, SSLF is an applicant before the FCC for a CP for a noncommercial FM broadcast station on Channel 217 at Ada, Oklahoma, as contained in FCC file BPED-19970109MM ; and

WHEREAS, AFA is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Ada, Oklahoma, as contained in FCC file BPED-19960802MF; and

WHEREAS, the Love Station, Inc. ("Love") is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Shawnee, Oklahoma, as contained in FCC file BPED-19970109ME; and

WHEREAS, the three applications are considered to be mutually-exclusive under the rules, regulations and policies of the FCC such that only one of the three applications may be approved by the FCC and are the only three applications in Full Service FM Closed Group 96088E; and

WHEREAS, Love has previously contracted with AFA to withdraw its Shawnee application in the event that AFA is successful in negotiating a universal settlement of MX Group No. 96088E; and

WHEREAS, the parties wish to resolve the conflict between their applications and provide for the dismissal of the applications by SSLF and Love and for the approval of the application by AFA, subject to the prior approval of the FCC;

MX Group No. 97219

WHEREAS, SSLF is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Chickasha, Oklahoma, as contained in FCC file BPED-19970807MY; and

WHEREAS, AFA is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Chickasha, Oklahoma, as contained in FCC file BPED-19970807MY; and

WHEREAS, the two applications are considered to be mutually-exclusive under the rules, regulations and policies of the FCC such that only one of the two applications may be approved by the FCC and are the only two applications in Full Service FM Closed Group 97219; and

WHEREAS, the parties wish to resolve the conflict between their applications and provide for the dismissal of the application by AFA and for the approval of the application by SSLF, subject to the prior approval of the FCC;

MX Group No. 94106E

WHEREAS, SSLF is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Norman, Oklahoma, as contained in FCC file BPED-19950714MD; and

WHEREAS, AFA is an applicant before the FCC for a CP for a noncommercial FM broadcast station at Norman, Oklahoma, as contained in FCC file BPED-19941026MA; and

WHEREAS, the two applications are considered to be mutually-exclusive under the rules, regulations and policies of the FCC such that only one of the two applications may be approved by the FCC and are the only two applications in Full Service FM Closed Group 94106E; and

WHEREAS, the parties wish to resolve the conflict between their applications and provide for the dismissal of the application by AFA and for the approval of the application by SSLF, subject to the prior approval of the FCC;

Channel 204, Ada, Oklahoma CP

WHEREAS, AFA holds a CP for a noncommercial FM broadcast station KQUJ on Channel 204 to serve Ada, Oklahoma, FCC file BPED-19960404MB, Facility ID No. 81301; and

WHEREAS, AFA desires to assign its CP for KQUJ to SSLF, subject to the prior approval of the FCC;

NOW THEREFORE, the parties, wishing to be legally bound, do hereby covenant and agree as follows:

1. Dismissal of the SSLF Application for Greenville, Texas and the SSLF Application on Channel 217 for Ada, Oklahoma. SSLF agrees to request the dismissal of its applications in FCC files BPED-19960118MG and BPED-19970109MM with prejudice, subject to the FCC approval of this Agreement and the consideration provided for herein.

2. Consideration. AFA agrees to pay SSLF the sum of Six Hundred Thousand Dollars (\$600,000.00); to dismiss its pending applications for Chickasha, Oklahoma (FCC File BPED-19970807MY) and Norman, Oklahoma (FCC File BPED-19941026MA); and to assign to SSLF its CP for KQUJ on Channel 204 at Ada, Oklahoma, in return for the dismissal of the SSLF applications for Greenville, Texas and on Channel 217 at Ada, Oklahoma.

3. Upon execution of this Agreement, AFA shall deliver to Union Planters Bank, located in Tupelo, Mississippi (the "Escrow Agent"), the sum of Six Hundred Thousand Dollars (\$600,000) (the "Escrow Funds") pursuant to an Escrow Agreement of even date herewith. The Escrow Funds shall be paid to SSLF in satisfaction of the cash portion of the Purchase Price due at Closing to SSLF, or shall otherwise be made available to SSLF or released to AFA in accordance with the provisions of the Escrow Agreement.

4. COOPERATION AND BEST EFFORTS. The parties agree to fully cooperate with each other and to use their best efforts in pursuing the approval of the FCC for this Agreement and the approval of the CP for SSLF and AFA. The parties shall supply the FCC with any and all information that it shall request in connection with its consideration of this Agreement within five (5) days after such a request for information is made by the FCC. The parties agree to file any amendments or modifications to its application that are requested by the FCC within five (5) days of such a request. The parties agree that they will take no actions whatsoever that may prejudice FCC approval of this Agreement.

5. LEGAL SUFFICIENCY. The parties each represent and warrant to each other that they are legally qualified to enter into this Agreement and to undertake the duties and obligations found herein in a timely manner, and that the signatories are duly authorized representatives of their respective parties to bind their party hereunder.

6. PUBLIC INTEREST CONSIDERATIONS. The parties declare that they each filed their respective application in good faith and without any intention of entering into a settlement or receiving a payment in connection therewith. The parties believe that FCC approval of this Agreement and the designated applications are in the public interest in that it will expedite the approval of the CP and the institution of the new noncommercial FM service that will be provided to the communities of Greenville, Texas; Ada, Oklahoma; Chickasha, Oklahoma; and Norman, Oklahoma. Moreover, FCC approval of this Agreement will conserve the resources of the Commission and those of the two applicants.

7. NOTICES: All notices to be given by the parties to each other shall be sent by first class United States mail, postage pre-paid, and shall be addressed as follows:

If to SSLF:

Ms. Sherry Lynn Austin, President
Sister Sherry Lynn Foundation, Inc.
1101 81 Highway North
Marlow, OK 73055

With a copy to:

Jeffrey D. Southmayd, Esquire
Southmayd & Miller
1220 19th Street, N.W.
Suite 400
Washington, D.C. 20036
Fax: 888-557-3686

If to AFA:

Mr. Donald Wildmon, Chairman
American Family Association, Inc.
P.O. Drawer 2440
107 Parkgate Drive
Tupelo, MS 38803

With a copy to:

Patrick Vaughn, General Counsel
American Family Association, Inc.
P.O. Drawer 2440
107 Parkgate Drive
Tupelo, MS 38803

8. SIGNATURE IN COUNTERPARTS. This Agreement may be signed on duplicate copies and such an execution shall be as effective as if the signatures were on the same signature page.

9. CONSTRUCTION. This Agreement shall be construed under the laws of the District of Columbia, and the Communications Act, and the rules and Regulations of the FCC.

10. CONDITION PRECEDENT. This Agreement is conditioned upon the FCC's approval, by Final Order (as defined herein), of this Agreement, and the Joint Request for Approval of Settlement Agreement.

11. FINAL ORDER. An Order or action of the FCC is Final for purposes of this Agreement when, under the express provisions of the Communications Act of 1934, as amended, and the FCC's Rules, it is no longer subject to timely administrative or judicial review, reconsideration, appeal or stay, where the time for initiating such review, reconsideration, appeal or stay has expired with no such procedure having been initiated.

(The next page is the signature page.)

IN WITNESS WHEREOF, the parties willing to be legally bound do hereby execute this agreement effective as of the date before written.

Shirley Lynn Foundation, Inc.

American Family Association, Inc.

By Shirley Lynn Austin

By Tim Williams

Date 5-12-04

Date 5/12/04

ESCROW AGREEMENT

ESCROW AGREEMENT, made and entered into as of this 12th day of August, 2004 (this "Agreement"), by and among AMERICAN FAMILY ASSOCIATION, (hereinafter referred to as "AFA"), SISTER SHERRY LYNN FOUNDATION, INC. ("SSLF"), and UNION PLANTERS BANK, located in Tupelo, Mississippi ("Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to a Settlement Agreement of even date herewith between SSLF and AFA (the "Settlement Agreement"), SSLF is dismissing its application for a new noncommercial education radio station for Greenville, Texas (FCC File No. BPED-19960118MG), which will resolve a mutually exclusive conflict with the application of AFA for Greenville, Texas, and result in the grant to AFA of a construction permit for Greenville;

WHEREAS, pursuant to the Settlement Agreement, AFA has agreed to deposit the sum of Six Hundred Thousand Dollars (\$600,000) into escrow to be held by Escrow Agent pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. On the terms and conditions set forth herein, Escrow Agent shall act as escrow agent and, as such, receive, administer and dispose of the sum of Six Hundred Thousand Dollars (\$600,000) deposited simultaneously with the execution of this Agreement by AFA with Escrow Agent as set forth herein (the "Escrow Deposit"). The Escrow Agent shall invest the Escrow Deposit in an interest bearing checking account, savings account or money market fund, as directed by AFA from time to time. The Escrow Agent shall supply SSLF's counsel with proof of the deposit of the escrow sum on the date upon which the deposit is made by faxing such proof to Jeffrey D. Southmayd at 888-557-3686.

2. Rights, Duties and Immunities of Escrow Agent.

(a) Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent:

(i) Escrow Agent undertakes to perform such duties and only such duties as are expressly set forth herein, and no implied agreements or obligations shall be read into this Agreement against Escrow Agent;

(ii) Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of AFA, or of anyone else, to deliver moneys to Escrow Agent or

otherwise to honor any of the provisions of this Agreement, the Settlement Agreement or any other agreement;

(iii) AFA and SSLF jointly shall, within ten (10) days following demand, reimburse and indemnify Escrow Agent for, and hold it harmless from and against, any loss, liability or expense, including but not limited to reasonable counsel fees, arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this Agreement, except for losses, liabilities and expenses caused by the bad faith, willful misconduct or gross negligence of Escrow Agent. Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any amount 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 or any loss of interest incident to any such delays;

(iv) Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document which Escrow Agent in good faith believes to have been signed or presented by the proper party or parties;

(v) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection herewith, except its own bad faith, willful misconduct or gross negligence;

(vi) Escrow Agent shall receive for its services as escrow agent hereunder the fee of \$100.00 to be shared equally by AFA and SSLF;

(vii) Escrow Agent makes no representation as to the validity, value, genuineness, or collectability of any security, document or instrument held by or delivered to it; and

(viii) no provisions of this Agreement shall require Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(b) Subject to the provisions of Section 3(d) hereof, if a controversy arises between one or more of the parties hereto as to whether or not or to whom Escrow Agent shall deliver the Escrow Deposit or as to any other matter arising out of or relating to the Escrow Deposit or this Agreement, Escrow Agent shall not be required to determine the same and shall not make any delivery of the Escrow Deposit but shall retain it until the rights of the parties to the dispute shall have finally been determined by written agreement among the parties in dispute

or by final order of a court of competent jurisdiction; provided, however, that the time for appeal of any such final order has expired without an appeal having been made. Escrow Agent shall deliver the Escrow Deposit within two (2) business days after Escrow Agent has received written notice of any such agreement or final order (accompanied by an affidavit that the time for appeal has expired without an appeal having been made). Escrow Agent shall be entitled to assume that no such controversy has arisen unless it has received a written notice that such a controversy has arisen which refers specifically to this Agreement and identifies by name and address the adverse claimants in the controversy; provided, however, that Escrow Agent shall not be bound by any such notice unless it is received before Escrow Agent delivers the Escrow Deposit or takes any action that, but for the notice referred to in this sentence, is permitted hereunder. If a controversy of the type referred to in this paragraph arises, Escrow Agent may, in its sole discretion (but shall not be obligated to), commence interpleader or similar actions or proceedings for determination of the controversy.

3. Release of Escrow Deposit. Escrow Agent shall hold the Escrow Deposit until it delivers such Escrow Deposit as follows:

(a) If Escrow Agent receives a written notice executed by AFA and SSLF stating that the Federal Communications Commission has approved the settlement between AFA and SSLF. Escrow Agent shall deliver the Escrow Deposit to SSLF and deliver all interest and earnings thereon to AFA on such date.

(b) If Escrow Agent receives a written notice from AFA stating that AFA is entitled to the Escrow Deposit, Escrow Agent shall deliver or mail a copy thereof to SSLF and, unless Escrow Agent has received a written notice of objection from SSLF within five (5) ~~ten~~ (10) business days after the effective date of such delivery or mailing, Escrow Agent shall deliver the Escrow Deposit together with any earnings thereon to AFA. If Escrow Agent so receives a written notice of objection from SSLF, a controversy shall be deemed to have occurred for purposes of Section 2(b) hereof.

(c) If Escrow Agent receives a written notice from SSLF stating that SSLF is entitled to the Escrow Deposit, Escrow Agent shall deliver or mail a copy thereof to AFA and, unless Escrow Agent has received a written notice of objection from AFA within five (5) ~~ten~~ (10) business days after the effective date of such delivery or mailing, Escrow Agent shall deliver the Escrow Deposit, together with any earnings thereon, to SSLF. If Escrow Agent so receives a written notice of objection from AFA, a controversy shall be deemed to have occurred for purposes of Section 2(b) hereof; provided, however, that in the event SSLF provides the Escrow Agent with a written order from the Federal Communications Commission, Washington, D.C., approving the settlement between AFA and SSLF whereby the SSLF FM application for Greenville, Texas, is dismissed, and the AFA application for Greenville, Texas, is approved, then this shall be considered final, indisputable proof that the funds should be disbursed to SSLF, whether or not AFA objects to such a disbursement, and the Escrow Agent shall make the disbursement noted herein to SSLF.

(d) Escrow Agent shall, in addition, disburse the Escrow Deposit and earnings thereon in accordance with any joint written instructions received by Escrow Agent executed by SSLF and AFA, which joint instructions shall be deemed to supersede the above provisions of this Section 3. The release of the funds due to SSLF shall be sent via wire transfer to the Southmayd & Miller Escrow Account, as follows: Wachovia National Bank, ABA #054001220, Southmayd & Miller Escrow Account, Acct # 2000038759389

4. Successor Escrow Agent.

(a) Escrow Agent (and any successor escrow agent) may at any time resign by delivering written notice to AFA and SSLF. Escrow Agent shall deliver the Escrow Deposit to any successor escrow agent jointly designated in writing by SSLF and AFA, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent shall take effect on the earlier of the appointment of a successor escrow agent or the date which is thirty (30) days after the date of delivery of Escrow Agent's written notice of resignation to the other parties hereto. In the event that a successor Escrow Agent has not been appointed at the expiration of such thirty (30) day period, Escrow Agent's sole responsibility hereunder shall be the safekeeping of the Escrow Deposit and to deliver such Escrow Deposit as may be specified in a written agreement signed by all the other parties to this Agreement or as any court of competent jurisdiction may order.

(b) If Escrow Agent receives a written notice from AFA and SSLF stating that they have selected another escrow agent, Escrow Agent shall deliver the Escrow Deposit to the successor escrow agent named in the aforesaid notice within ten (10) days.

5. Miscellaneous.

(a) This Agreement may be executed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be executed and exchanged by facsimile transmission with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

(b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No persons other than the parties hereto shall have any rights under or by reason of this Agreement.

(c) All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows

(or at such other address for a party as shall be specified by like notice):

If to AFA, to:
American Family Association, Inc.
P.O. Drawer 2440
107 Parkgate Drive
Tupelo, MS 38803
Attn: Donald Wildmon
with a copy (which shall not
constitute notice) to:

Patrick Vaughn
American Family Association, Inc.
107 Parkgate Drive, P.O. Drawer 2440
Tupelo, MS 38803

If to SSLF, to:

Sister Sherry Lynn Foundation, Inc.
1001 81 Highway North
Marlow, OK 73055
Attn: Sherry Lynn Austin, President

with a copy (which shall not
constitute notice) to:

Jeffrey D. Southmayd, Esquire
Southmayd & Miller
1220 19th Street, NW
Suite 400
Washington, D.C. 20036
Sent by Fax to: 888-557-3686

If to Escrow Agent:

Union Planters Bank
86 South Thomas Street
Tupelo, MS 38801

(d) The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

(e) Any provision of this Agreement that is prohibited or unenforceable in any

jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

(f) No amendment or waiver or any provision of this Agreement shall be effective unless in writing and signed by each of the parties hereto, and any waiver shall be effective only in the instance and for the purpose for which given.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to principles of conflicts of law.

(h) This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

AMERICAN FAMILY ASSOCIATION

By:

**Timothy Williams,
President**

SISTER SHERY LYNN FOUNDATION

By:

***Sherry Lynn Austin*
Sherry Lynn
President**

UNION PLANTERS BANK

By:

**Mark
Tink**

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IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

AMERICAN FAMILY ASSOCIATION

By: Timothy Wildmon
Timothy Wildmon,
President

SISTER SHERRY LYNN FOUNDATION

By: Sherry Austin,
President

UNION PLANTERS BANK

By: Name:
Title: