

ESCROW AGREEMENT

This ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this 28th day of July, 2016 by and among and among **Family Stations, Inc.**, a California nonprofit/corporation ("Seller"), and **Vision Communications, Incorporated**, a Missouri Corporation ("Buyer") and **WashingtonFirst Bank**, located in Washington, DC ("Escrow Agent"). The Seller, Buyer and Escrow Agent are referred to collectively herein as "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, on July 28, 2016, Seller and Buyer entered into an asset purchase agreement ("Purchase Agreement") for the sale and purchase of FM translator station, K208FZ, Amana, Iowa (Facility ID No. 21063, ("Station"). The Station has a license issued by the Federal Communications Commission ("FCC"); and

WHEREAS, pursuant to the Purchase Agreement the Parties desire the Escrow Agent to hold and escrow the sum of **Ten Thousand Dollars (\$10,000)** ("Escrow Deposit" or "Escrowed Funds") and the Escrow Agent is willing to hold Escrow Deposit moneys in escrow as contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the material covenants contained herein, the Parties, intending to be legally bound, and acknowledging the sufficiency of the consideration exchanged in relation to this Escrow Agreement, agree as follows:

1. APPOINTMENT. On terms and conditions set forth herein, Escrow Agent shall act as escrow agent and thereby receive, administer and dispose of the moneys constituting the Escrow Deposit made simultaneously with the execution of this Escrow Agreement by Buyer to Escrow Agent as set forth above. The Escrow Agent shall invest the Escrow Deposit a federally ensured bank account as directed by buyer from time to time.

2. RIGHTS, DUTIES AND IMMUNITIES OF ESCROW AGENT.

a. Acceptance by Escrow Agent of duties under this Escrow Agreement is subjection to the following terms and conditions, as agreed by all parties this Escrow Agreement. Such terms and conditions shall govern and control the rights, duties and immunities of the Escrow Agent.

(i) Escrow Agent shall only perform such duties as expressly stated in this Escrow Agreement and no implied obligations, duties or agreements shall have any validity, nor shall Buyer and/or Seller claim any such obligations, duties or agreements.

(ii) Escrow Agent shall not be responsible in any manner should the Buyer fail to deliver the Escrow Deposit moneys to the Escrow Agent, nor shall the Escrow Agent be responsible for fulfillment of any provisions of any related agreement, including but not limited to the Purchase Agreement.

(iii) Seller and Buyer jointly shall, within ten (10) days of demand from the Escrow Agent, reimburse and indemnify the Escrow Agent for, and hold the Escrow Agent harmless from and against any loss, liability or expense, including but not limited to reasonable fees for legal counsel, arising from the Escrow Agent's duties and obligations arising under this Escrow Agreement, excluding any losses, liabilities and expenses caused by Escrow Agent's bad faith, willful misconduct or gross negligence. Escrow Agent shall in no event be liable in connection with its deposit of the Escrow Deposit moneys in a federally insured bank account when such deposit is made in good faith in accordance with the terms of this Escrow Agreement, including, without limitation, any liability for

delays not resulting from the Escrow Agent's own bad faith, willful misconduct or gross negligence, including liability for lost interest incident to any such delay.

(iv) Escrow Agent shall be fully protected when acting on and relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document that the Escrow Agent believes, in good faith, was signed or presented by the proper Party or Parties.

(v) Escrow Agent shall not be liable for any error in judgment, or for acts either taken or omitted while proceeding in good faith, or for any mistake of fact or law, or for anything the Escrow Agent might do to refrain from action in connection with the Escrow Agreement, except in case of the Escrow Agent's own bad faith, willful misconduct or gross negligence.

(vi) Escrow Agent shall receive a fee of **Two Hundred Dollars (\$200)** in exchange for its services, the cost of which shall be borne by Buyer.

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

(viii) no provision in this Escrow Agreement requires Escrow Agent to expend or risk its own funds or otherwise incur and financial liability while performing duties hereunder, or when exercising its rights or powers if the Escrow Agent has reasonable ground to believe that repayment or adequate indemnity against any risks incurred thereby are not available.

3. RELEASE OF ESCROW DEPOSIT.

a. The Escrow Agent shall retain the Escrowed Funds, which shall be released only upon receipt of EITHER (a) joint written instructions executed by each of Seller and Buyer, as so directed therein OR (b) a final order of a court of competent jurisdiction. An order shall be deemed "final" when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. Escrow Agent shall in no event be required to resolve any controversy concerning the Escrowed Funds or take any action concerning any such controversy. Upon termination of the escrow provided for herein, Buyer and Seller agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to cause Escrow Agent to release the Escrowed Funds.

b. Notwithstanding any other provision of this Escrow Agreement to the contrary, Buyer and Seller agree to execute and deliver to the Escrow Agent joint written instructions as contemplated by Section 3.a above so as to effectuate fully the provisions of the Purchase Agreement concerning the disposition of the Escrowed Funds upon the termination of the Purchase Agreement, or the occurrence of certain other events specified in the Purchase Agreement.

4. SUCCESSOR ESCROW AGENT.

a. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Buyer and Seller that specifies a date not less than thirty (30) days after the giving of such notice at which time such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of Seller and Buyer, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Seller and Buyer are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint its successor, which shall be a bank or similar financial institution. The Escrow Agent shall continue to serve as Escrow Agent until its successor has

assumed in writing the Escrow Agent's obligations hereunder and receives the Escrowed Funds. Seller and Buyer may agree at any time to substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

b. If Buyer and Seller jointly decide to choose another escrow agent, they shall deliver written notice of such selection to the Escrow Agent. The Escrow Agent shall then deliver the Escrow Deposit to the successor escrow agent within five (5) business days.

5. DISPUTES

a. In the event of any dispute relating to the right of possession or the disposition of the Escrowed Funds, the Escrow Agent will retain dominion and control over the Escrowed Funds until such dispute shall either have been settled by mutual agreement of Buyer and Seller with notice thereof to Escrow Agent or pursuant to a final order of a court of competent jurisdiction, whereupon the Escrowed Funds will be paid over in accordance with such mutual agreement of the Parties or such final order. If a dispute relating to the right of possession or the disposition of the Escrowed Funds is taken to a court of competent jurisdiction, the Escrow Agent reserves the right to institute an interpleader action as set forth in Section 5.b below. It is contemplated that the Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent shall be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the settlement thereof. In no event shall Escrow Agent be under any duty to institute or defend any such proceeding nor shall Escrow Agent be required under any circumstances to take any action requested by Seller or Buyer until indemnified to Escrow Agent's reasonable satisfaction by the Party or Parties requesting such action. 4

b. If, at any time prior to the termination of this Escrow Agreement as provided herein, either Buyer or Seller should make demand upon or file suit against the Escrow Agent for the Escrowed Funds, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, it may answer by way of interpleader and name Buyer and Seller (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrowed Funds into such court for determination of the respective rights of Seller and Buyer thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Seller and Buyer Escrow Agent's reasonable attorney's fees and expenses incurred in connection with said interpleader action. As between Seller and Buyer, such fees, expenses and other sums shall be paid in the case of a dispute between Buyer and Seller by the Party which fails to prevail in the proceedings brought in a court of competent jurisdiction to determine the appropriate distribution of the Escrowed Funds or, in the case of a claim against the Escrowed Funds by a third party claiming by or through Seller or Buyer, by Seller or Buyer, as the case may be. If and when the Escrow Agent shall so interplead such Parties, or either of them, and deliver the Escrowed Funds to the clerk of such court, all of its duties shall cease and it shall have no further obligations hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

6. DISCHARGE BY DELIVERY. After the Escrow Agent has delivered the Escrowed Funds pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement absent the Escrow Agent's bad faith, willful misconduct or gross negligence.

7. CONFLICT. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Purchase Agreement, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent in

handling the Escrow Deposit moneys, and the terms of the Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities of Seller and Buyer in all other respects.

8. MISCELLANEOUS.

a. Assignment. Except as may be provided in the Asset Purchase Agreement and in this Escrow Agreement, no Party may assign its rights and obligations hereunder without the prior written consent of the other Parties.

b. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assignees of the Parties.

c. Entire Agreement. This Escrow Agreement, as read in conjunction with the Purchase Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and may be amended only by written instrument duly executed by all the Parties.

d. Notices. Any Notices required or permitted to be given under this Agreement by either Party to the other may be effected by certified mail, postage prepaid with return receipt requested, or by USPS express air service, overnight air courier service or same day delivery service, and addressed as follows:

To Seller: Family Stations, Inc.
1350 S. Loop Rd.
Alameda, CA 94502
Attention: Thomas Evans, President

To Buyer: Vision Communications Incorporated
5431 West Sunshine
Brookline Station, MO 65619
Attention: R.C. Amer, President

With a copy that shall not constitute notice to:

Michael W. Richards, Attorney
Law Office of Michael W. Richards LC
7008 Westmoreland Avenue Suite E-8
Takoma Park, MD 20912

To Escrow Agent: WashingtonFirst Bank
Vice President, Branch Manager
WashingtonFirst Bank
1146 19th Street, NW
Washington, DC 20036

Notices shall be addressed to the Parties at the addresses given above, but each Party may change its address by written Notice to the other parties in accordance with this Section. Notice shall be deemed to have been given three business days after mailing if sent by registered or certified mail, or on the next business day if sent by USPS express mail or overnight air courier, or on the same day delivered by a same day delivery service. The provision of notice by telephone facsimile or to counsel shall not constitute Notice under this Agreement.

e. Counterparts. This Escrow Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

f. Continuing Effect. This Escrow Agreement shall remain in full force and effect until the Escrow Agent has delivered the Escrowed Funds and any moneys and earnings thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof. If any portion of this Escrow Agreement becomes unenforceable, the rest of the Escrow Agreement shall remain in full force and effect.

g. Headings. Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

(SIGNATURE PAGE FOLLOWS)

(SIGNATURE PAGE TO ESCROW AGREEMENT)

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the Parties as of the date first written above.

SELLER:

Family Stations, Inc.

By: _____
Thomas Evans,
President

BUYER:

Vision Communications, Incorporated

By: _____
R.C. Amer,
President

ESCROW AGENT:

WashingtonFirst Bank

By: _____
Michael Amin,
Senior Vice President