

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of March 5, 2019 by and among Family Life Broadcasting, Inc., an Arizona non-profit corporation ("Seller"), VCY America, Inc., a Wisconsin non-profit corporation ("Buyer"), and Kalil & Co., Inc., an Arizona corporation ("Escrow Agent").

RECITALS:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Buyer has agreed to acquire radio station KTUK(FM), Tucson, Arizona (FCC Facility ID #81952);

WHEREAS, pursuant to the Purchase Agreement, Buyer must deposit certain sums into an escrow;

WHEREAS, Escrow Agent is willing to act as escrow agent under this Agreement and hold, manage and distribute the Escrow Deposit, defined below, in accordance with this Agreement; and

WHEREAS, Buyer and Seller have mutually agreed that Kalil & Co., Inc. shall act as escrow agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Deposit of Payment. Buyer shall deposit with Escrow Agent the sum of Forty-Five Thousand Dollars (\$45,000) (the "Escrow Deposit") within one (1) business day following the date hereof.

2. Acknowledgment of Receipt; Instructions Regarding Handling. Upon Buyer's delivery of the Escrow Deposit to Escrow Agent, Escrow Agent agrees to accept and provide Seller and Buyer an acknowledgement of receipt of the Escrow Deposit. The Escrow Deposit shall be invested and reinvested from time to time pursuant to any written instructions given to Escrow Agent jointly by the parties. In the absence of any written instructions, Escrow Agent shall, in its discretion, invest the Escrow Deposit in short-term interest bearing obligations of the United States Government, or obligations of United States banks that are members of the Federal Reserve System having a combined capital surplus and undivided profits of not less than \$500,000,000. The Escrow Deposit shall be held in a separate trust account designated for the benefit of Buyer.

3. Disbursement of Escrow Deposit. Escrow Agent shall retain the Escrow Deposit until it:

a. receives joint written directions from Seller and Buyer directing a disbursement of the Escrow Deposit, in which such case, Escrow Agent shall immediately pay the

Escrow Deposit and remit any interest or earnings thereon to such person or entity as provided in such joint instructions; or

b. receives written directions, from either Seller or Buyer, directing a disbursement of the Escrow Deposit, and does not, within five (5) business days from the date on which Escrow Agent sends the written directions to the other party, receive an objection in writing to the disbursement contemplated by the written directions, in which such case, Escrow Agent shall immediately pay the Escrow Deposit and remit any interest or earnings thereon to such person or entity as provided in such instructions.

4. Reliance of Escrow Agent Upon Documents. Escrow Agent may act in reliance upon any signature of writing or instrument which it believes in good faith to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so.

5. Escrow Agent Acts Only as Depository. Escrow Agent will act hereunder as a depository only and is not a party to any other agreement, document or understanding to which Buyer and Seller are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any of the agreements or documents existing between Buyer and Seller. Escrow Agent undertakes no responsibility or liability for the form and execution of such agreements and documents or the identity, authority, title or rights of any person executing any such agreements and documents.

6. Escrow Agent's Duties Re: Conflicting Demands. If any dispute arises among the parties concerning this Agreement (including, but not limited to, a failure by the parties to jointly agree with respect to a disbursement of the Escrow Deposit or an objection by a party to any written directions regarding a disbursement of the Escrow Deposit), Escrow Agent may, unless the parties, in writing, direct it to the contrary, hold the Escrow Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefrom has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing Escrow Agent on the disbursal of the Escrow Deposit. Escrow Agent shall comply with such court judgment. In the alternative, Escrow Agent may interplead the Escrow Deposit. If Escrow Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorneys' fees, in connection with such interpleader action, and shall be fully protected in suspending all or part of its activities under this Agreement until it receives a final judgment in the interpleader action.

7. Escrow Agent's Liability. Escrow Agent shall have no liability hereunder except for its own willful misconduct, bad faith or gross negligence.

8. Fees and Expenses of Escrow Agent. Escrow Agent shall not be entitled to receive fees for its services, but shall be reimbursed for reasonable expenses (including reasonable legal fees) (if any) incurred by it as Escrow Agent under this Agreement. Such fees and expenses of Escrow Agent shall be shared equally one-half by Seller and one-half by Buyer. Notwithstanding

any written instructions or any award made as a consequence of any suit, action or other proceeding arising out of this Agreement, Escrow Agent shall have the right to withhold from any funds subject to disbursement an amount equal to Escrow Agent's expenses incurred pursuant to this Agreement for indemnification, reasonable attorneys' fees or court costs for any suit, interpleader or otherwise, or for any other expenses, fees or charges of any character or nature which may be incurred by Escrow Agent by reason of disputes arising between Seller and Buyer until such expenses have been fully paid.

9. Attorney's Fees and Other Expenses. If any suit, action or other proceeding arises out of this Agreement, the losing party shall pay the prevailing party:

a. its reasonable attorneys' fees and other costs incurred in connection with the dispute giving rise to such proceedings; and

b. unless otherwise paid directly to Escrow Agent, the prevailing party's share of any expenses incurred by Escrow Agent in connection with performing its responsibilities under this Agreement.

10. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses or to such other address as any party may request in writing in accordance with this Section 10:

if to Buyer, then to:

VCY America, Inc.
3434 W. Kilbourn Ave.
Milwaukee, WI 53208
Attention: James R. Schneider
Email: jims@vcyamerica.org

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Kathryn Dickerson
E-mail: KDickerson@wileyrein.com

if to Seller, then to:

c/o Family Life Communications
7355 N. Oracle Road
Tucson, AZ 85704-6327
Attention: Adam Nash Biddell
E-mail: ABIDDELL@FLC.org

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

Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
Attention: Joe Chautin
E-mail: jchautin@hardycarey.com

if to Escrow Agent:

Frank Kalil
Kalil & Co., Inc.
2960 N. Swan Road, Suite 134
Tucson, Arizona 85712
Facsimile: (520) 795-1050
Email: Kalil@kalilco.com

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile or email (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

11. Counterpart Signatures; Electronic Signatures. This Agreement may be executed by the parties in any number of counterparts, and each executed copy shall be original for all purposes without account for the other copies, provided that all parties have executed a counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic delivery method shall be as effective as delivery of a manually executed counterpart of this Agreement.

12. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to the choice of law provisions thereof. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

13. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of Seller and Buyer as between each other, it does not supersede, and is subject to the Purchase Agreement.

14. Amendments. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected except by an instrument in writing executed by or on behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.

15. Assignment; Successors and Assigns. No party may assign this Agreement without the written consent of each other party. This Agreement shall be binding up and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

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

[SIGNATURE PAGE FOLLOWS]

4827-0418-6248.1

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first above written.

BUYER:

VCY AMERICA, INC.

By: 
James R. Schneider
Executive Director

SELLER:

FAMILY LIFE BROADCASTING, INC.

By: _____
Name:
Title:

ESCROW AGENT:

KALIL & CO., INC.

By: 
Frank Kalil
President

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first above written.

BUYER:

VCY AMERICA, INC.

By: _____
James R. Schneider
Executive Director

SELLER:

FAMILY LIFE BROADCASTING, INC.

By: Evan Carlson _____
Evan Carlson
President

ESCROW AGENT:

KALIL & CO., INC.

By: _____
Frank Kalil
President