

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement ("Amendment") is dated this 23<sup>rd</sup> day of April 2009, by and among Original Seller (defined below), Price Broadcasting, Inc., Logan 12, Inc., EBC Nashville, Inc., and EBC Panama City, Inc. (the "Additional Sellers"), and Word of God Fellowship, Incorporated d/b/a Daystar Television Network ("Buyer").

### **RECITALS**

WHEREAS, Buyer entered into that certain Asset Purchase Agreement dated April 7, 2009 ("Purchase Agreement"), with EBC Buffalo, Inc., EBC Harrison, Inc., EBC Detroit, Inc., EBC Southwest Florida, Inc., Marquette Broadcasting, Inc., EBC Jacksonville, Inc., EBC Nashville, Inc., EBC Syracuse, Inc., and Pullman Broadcasting, Inc. (defined as the "Original Seller"), whereby Original Seller agreed to sell, transfer and assign the Licenses (as defined in the Purchase Agreement) and other Station Assets (as defined in the Purchase Agreement) related to the Stations (as defined in the Purchase Agreement) to Buyer, and Buyer agreed to purchase, acquire and assume the same from Seller on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Price Broadcasting, Inc. holds Licenses issued by the FCC for KCBU-DT, Price, Utah, and K45GX, Salt Lake City, Utah; Logan 12, Inc. holds Licenses issued by the FCC for KUTF(TV), Logan, Utah, and KUBX-LP and KUBX-LD, Salt Lake City, Utah; EBC Nashville, Inc. holds Licenses issued by the FCC for WNTU-LP, Nashville, Tennessee; and EBC Panama City, Inc. holds Licenses issued by the FCC for WBIF-TV, Marianna, Florida (all collectively referred to as the "Additional Stations"); and

WHEREAS, the Additional Sellers all wish to assign their respective Licenses and Station Assets for these Additional Stations to the Buyer, and Buyer wishes to buy and assume same, on the same terms and conditions set forth on the Purchase Agreement; and

WHEREAS, the Buyer, Additional Sellers and Original Seller desire to amend certain of the provisions of the Purchase Agreement in accordance with this Amendment.

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements and covenants contained in this Amendment and in the Purchase Agreement, Buyer, Original Seller and the Additional Sellers, intending to be legally bound, each agrees as follows:

1. Defined Terms. Except to the extent expressly provided otherwise in this Amendment, all capitalized terms and phrases in this Amendment shall have the meaning ascribed thereto in the Purchase Agreement.

2. Effect of Amendment. Except to the extent changed or modified by the express terms and provisions of this Amendment, all terms, conditions and provisions of the Purchase Agreement shall remain unchanged and unmodified and in full force and effect. To the extent that there is any conflict or inconsistency between the Purchase Agreement and this Amendment, this Amendment shall take precedence and shall control.

3. Addition of Stations. From and after the date of this Amendment, (i) the term "Seller" as used in the Purchase Agreement collectively means and refers to the Original Sellers and the Additional Sellers, (ii) the term "Stations" as used in the Purchase Agreement collectively means and refers to the Stations listed in the original Purchase Agreement and the Additional Stations, (iii) the term "Licenses" means and refers to the licenses and authorizations issued by the FCC for the respective Stations, (iv) the term "Stations" as used in the Purchase Agreement collectively means and refers to the In addition to the Stations set forth in the Purchase Agreement, Buyer and Seller both agree that the Schedules attached to the Purchase Agreement shall be revised accordingly to reflect the inclusion of the Additional Stations.

4. Purchase Price. Section 2.1(a) of the Purchase Agreement is hereby and herewith amended by changing the Purchase Price from \$6,000,000.00 to Seven Million, Four Hundred Thousand and No 1/100ths Dollars (\$7,400,000). The amount of the Escrow Deposit in Section 2.1(b) of the Purchase Agreement shall remain unchanged at \$300,000.00.

5. Deletion of Competing Bids Provisions. The Buyer was the successful bidder with respect to the Stations at the auction held by Seller on April 16, 2009. Accordingly, subject to the entry of a Sale Order of the Bankruptcy Court approving the bid of Buyer as stated in the Purchase Agreement as hereby amended, Section 5.1(d) and Section 7.2(b) of the Purchase Agreement are hereby and herewith deleted in their entirety.

6. Break-up Fee. Section 8.1 of the Purchase Agreement is hereby and herewith amended by changing the Break-up Fee from \$180,000.00 to \$222,000.00.

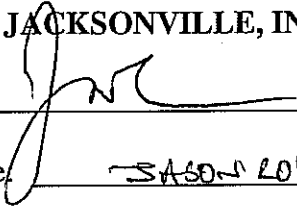
7. Amended Schedules. Schedules 1.1(b), 1.5, 3.3, 3.5 and 3.6 to the Purchase Agreement are hereby and herewith deleted and the deleted Schedules are hereby and herewith replaced with the Schedules 1.1(b), 1.5, 3.3, 3.5 and 3.6 which are attached to this Amendment.

8. Counterpart Signatures. This Amendment may be signed in counterparts with the same effect as if the signature of each counterpart were upon the same instrument. Delivery of executed counterpart signatures to this Amendment by facsimile or other electronic transmission shall be effective as delivery of original counterpart signatures to this Amendment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment to the Asset Purchase Agreement as of the day and year first above written.

[Balance of page left blank intentionally. Seller signature page follows.]

**EBC JACKSONVILLE, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

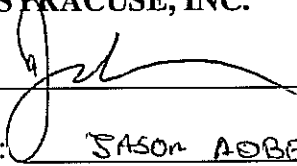
**PULLMAN BROADCASTING, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

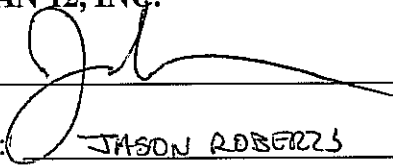
**EBC SYRACUSE, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

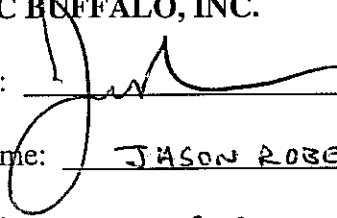
**LOGAN 12, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

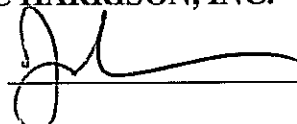
**EBC BUFFALO, INC.**

By:  \_\_\_\_\_

Name: JASON ROBERTS

Title: CORP. SECRETARY

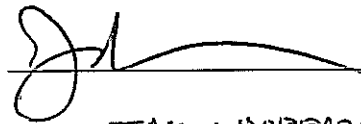
**EBC HARRISON, INC.**

By:  \_\_\_\_\_

Name: JASON ROBERTS

Title: CORP. SECRETARY

**EBC DETROIT, INC.**

By:  \_\_\_\_\_

Name: JASON ROBERTS

Title: CORP. SECRETARY

**EBC SOUTHWEST FLORIDA, INC.**

By:  \_\_\_\_\_

Name: JASON ROBERTS

Title: CORP. SECRETARY


**MARQUETTE BROADCASTING, INC.**

By:  \_\_\_\_\_

Name: JASON ROBERTS

Title: CORP. SECRETARY


**EBC NASHVILLE, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

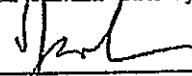
**PRICE BROADCASTING, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

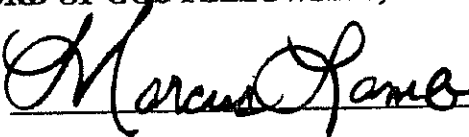
**EBC PANAMA CITY, INC.**

By: 

Name: JASON ROBERTS

Title: CORP. SECRETARY

**WORD OF GOD FELLOWSHIP, INC.**

By: 

Name: MARCUS LAMB

Title: PRESIDENT