

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of January 27, 2021 by and between **FALCON BROADCASTING L.L.C.**, an Alaska limited liability company ("Seller"), and **IGLESIA PENTECOSTAL VISPERA DEL FIN**, a Washington non-profit corporation ("Buyer"). Capitalized terms used and not defined herein shall have the meaning given to them in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to that certain asset purchase agreement ("Purchase Agreement") dated January 12, 2021, relating to the sale and purchase of assets used in the operation of the broadcast stations KOAN(AM), K236CG, and KNIK-LP, (each licensed to Anchorage, Alaska).

WHEREAS, Seller owes a debt to the FCC for delinquent regulatory fees ("Red-Light Debt").

WHEREAS, Seller and Buyer acknowledge that the FCC Consent may be conditioned upon prompt payment of the Red-Light Debt.

WHEREAS, Seller and Buyer have agreed that the Red-Light Debt shall be transferred from Buyer to the FCC at Closing out of the funds due to Seller at Closing.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1.1 Section 1.4(b)(i) of the Purchase Agreement shall be deleted and replaced with the following:

(i) Buyer shall pay Seventy Five Thousand Dollars (\$75,000.00) (the "Closing Payment") in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing. The written instructions delivered by Seller pursuant to this Section 1.4(b)(i) shall instruct Buyer to deliver the Closing Payment as follows:

(A) Buyer shall deliver the amount of the Red-Light Debt directly to the FCC to resolve Seller's red-light status, provided that such amount does not exceed Seventy Five Thousand Dollars (\$75,000.00); and

(B) Buyer shall deliver the remainder of the Closing Payment, if any, to Seller.

Seller shall cooperate with Buyer to provide all information necessary to resolve Seller's red-light status with the FCC.

SIGNATURE PAGE TO AMENDMENT NO. 1
TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

SELLER:

FALCON BROADCASTING L.L.C.

By: 

Name: Tetyana Robbins
Title: Manager

BUYER:

IGLESIA PENTECOSTAL VISPERA DEL FIN

By: 

Name: Arturo Gonzales
Title: President