

FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (“Amendment”) is made and entered into as of this 15th day of February, 2008, by and among SCA License Corporation (“Seller”) and Pentecostal Temple Development Corporation, Inc. (“Buyer”).

Recitals

A. The purpose of this Amendment is to document the parties’ agreement to modify the terms and conditions of that certain Asset Purchase Agreement between Buyer and Seller (the “Agreement”), which is dated January 10, 2008 and which is incorporated herein by this reference. All capitalized terms in this Amendment that are not defined herein shall have the meaning given to them in the Agreement.

B. The parties have agreed to reduce the Earnest Money required to be deposited under the Agreement by Seventeen Thousand Five Hundred Dollars (\$17,500), as provided in this Amendment.

C. The parties have entered into this Amendment to implement these understandings, all as set forth below.

Agreement

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. **Amendment to Section 1.10 of the Agreement.** Section 1.10 of Article I of the Agreement shall be amended to read as follows:

1.10 **Earnest Money.** The amount of Ten Thousand Dollars (\$10,000).

2. **Amendment to Schedules of the Agreement.** Seller and Buyer hereby amend the Agreement by adding Schedule 1.14A, “Form of First Amendment to Escrow Agreement”, to the Agreement, and amend the List of Schedules to the Agreement to add Schedule 1.14A. A copy of the amended List of Schedules is attached hereto as **Exhibit A**, and a copy of Schedule 1.14A is attached hereto as **Exhibit B**.

3. **Continued Effect of the Agreement.** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and be binding on the parties.


4. **Effective Date of this Amendment.** This Amendment shall be effective on the date first written above.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Asset Purchase Agreement as of the date first set forth above.

“SELLER”

SCA License Corporation

By: 
Name: Joe D. Davis
Title: Executive Vice President

“BUYER”

**Pentecostal Temple Development
Corporation, Inc.**

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Asset Purchase Agreement as of the date first set forth above.

"SELLER"

"BUYER"

SCA License Corporation

**Pentecostal Temple Development
Corporation, Inc.**

By: _____
Name: _____
Title: _____

By: Rev. Lorne E. Mann
Name: REV. LORNE E. MANN
Title: PRESIDENT

EXHIBIT A

LIST OF SCHEDULES

Schedule 1.14	Form of Escrow Agreement
Schedule 1.14A	Form of First Amendment to Escrow Agreement
Schedule 2.3	List of liabilities assumed by Buyer
Schedule 3.4	Consents
Schedule 3.5	List of Tangible Personal Property
Schedule 3.6	List of Station Agreements
Schedule 3.7	Real Property
Schedule 3.8	List of FCC licenses, permits & authorizations
Schedule 3.15	Brokers or finders' fees

These Schedules are not intended to constitute, and shall not be construed as constituting, any representation or warranty of Seller except as and to the extent expressly provided in the Agreement. The fact that any item of information is contained herein shall not, in and of itself, be construed to mean that such information is required to be disclosed in or by the Agreement or that such item of information is "material" as such term is used in the Agreement.

Seller has not undertaken to describe the contents of documents referred to in these Schedules. Instead, references to such documents are qualified in their entirety by the text of such documents. Furthermore, the reference to any document is deemed to include any and all exhibits, schedules, annexes and other attachments to such document.

Any matter disclosed in one Schedule hereof in such a way as to make its relevance to information called for by another Schedule readily apparent shall be deemed to be disclosed in such other Schedules, notwithstanding the omission of an appropriate cross-reference. The headings in these Schedules are for convenience of reference only and shall not be deemed to alter or affect the express description of the sections of these Schedules as set forth in the Agreement.

EXHIBIT B