

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

Edge Spectrum and the EICB Group

This Amended and Restated Purchase Agreement (the “**Agreement**”) is entered into and effective as of April 2, 2017 (the “Effective Date”), by and among Edge Spectrum, Inc., a Delaware corporation (the “**Buyer**”) and EICB-TV EAST, LLC; EICB-TV WEST, LLC; EICB-TV, LLC; EICB-TV NET, LLC, each of which was formed in the State of Texas, and , Grace Worship Center, Inc., dba IBN (“Grace”), a not-for-profit corporation formed in Indiana (each individually a “**Seller**” and collectively, the “**Sellers**”)

RECITALS

A. The Sellers are the licensees of certain television stations (the “**Station**” or the “**Stations**”), permits to make changes to such Stations, and construction permits issued by the Federal Communications Commission (the “**FCC**”) (such licenses, station permits and construction permits, together with any other governmental licenses, permits, or authorizations issued to Seller relating to the Stations, all renewals or extensions thereof and all additions thereto, collectively, the “**Authorizations**”).

B. The Buyer is a corporation that has been formed to acquire and operate television stations and associated auxiliary stations.

C. The parties to this Agreement understand and acknowledge that the transactions contemplated herein require the Buyer to obtain Consent (as hereinafter defined) of the FCC before the Authorizations can be assigned from the Seller to the Buyer.

D. This Agreement amends, restates and replaces that certain Purchase Agreement dated April 21, 2016 between certain of the parties, as amended by that certain Addendum dated as of April 28, 2016, as further amended by that certain 2nd Addendum dated as of October 6, 2016, and as further amended by that certain 3rd Addendum dated as of October 8, 2016.

E. The Buyer desires to acquire certain assets from the Sellers, and the Sellers agree to transfer the assets to the Buyer on the terms and conditions set forth herein.

F. At the request of the Sellers the Buyer is exercising its best efforts to obtain one or more short term loans secured by the Sellers’ Stations to use as working capital and to commence payment on the Promissory Notes (as defined below) that form part of the consideration to Seller for the transfers. Sellers acknowledge that the Closing (as defined below) of the transactions contemplated hereby are not dependent upon the Buyer securing any of the aforementioned short term loans.

AGREEMENT

In consideration of the premises and the mutual representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Buyer VLE Seller [Signature]

1. **Purchase and Sale of Assets.** On the terms and subject to the conditions of this Agreement, and in reliance upon the representations and warranties of Sellers and Buyer contained in this Agreement:
2. **Description of Assets.** At Closing (as defined below), Buyer agrees to acquire from Sellers and Sellers agree to transfer to Buyer free and clear of all liens, security interests, pledges, mortgages and encumbrances, (i) certain tangible and intangible assets used or usable in connection with the operations of the Stations described and listed in Exhibits I and II to this Agreement and (ii) the Captender TBA (as defined below) (collectively the “**Assets**”). On the Closing, Sellers shall deliver one or more bills of sale and assignment in form reasonably satisfactory to Buyer conveying all of Sellers’ right, title and interest in and to all the Assets pursuant to the terms of this Agreement. The Captender Time Brokerage Agreement (the “Captender TBA”) was executed January 1, 2017 between the Sellers and Captender LLC, a limited liability company controlled by the principal investors in the Seller.

Purchase Price. Subject to the terms and conditions of this Agreement, in consideration of, and in payment in full for, the sale, conveyance, assignment, transfer and delivery of all of the Assets described in Exhibit I including the FCC Authorizations, and the transmission and the Lease Agreement for related equipment for each Station set forth in Exhibit II, as well as the Captender TBA, Buyer shall pay the purchase price (the “**Purchase Price**”) to the Sellers, as calculated using the valuation methodology previously delivered to Buyer, receipt of which Buyer acknowledges, by execution by Buyer of Promissory Notes made payable to the Sellers, which Promissory Notes shall total Seventy-two Million Dollars (\$72,000,000).

(a) The Buyer acknowledges that it has received and had an opportunity to inspect that certain Asset Purchase Agreement between EICB-TV NET, LLC, which is one of the Sellers, and Three Angels Broadcasting Network, Inc. dated October 5, 2016 and its collateral Programming Agreement of the same date (the “3ABN APA”) prior to the Buyer’s assumption of that transaction that is already on file with the FCC. The Buyer agrees and covenants that the Purchase Price in this Agreement in terms of the value of the Promissory Notes shall not be diminished or altered in any way in the event that Buyer fails to close the 3ABN APA regardless of the reason for such failure.

(b) The Buyer further acknowledges that it has received and had an opportunity to inspect a series of options issued by one of the Seller to enable a third party to acquire three of the Sellers Stations. The Buyer agrees and covenants that the Purchase Price in this Agreement in terms of the value of the Promissory Notes shall not be diminished or altered in any way in the event that the option is exercised and the third party closes on the sale and transfer of one or more of these three Stations. Proceeds from any such potential sale will be paid to the Buyer.

(c) **Equipment.** Sellers agree to Lease to Buyer certain Equipment owned by Sellers as described in Exhibit II (the “**Equipment**”) on an as-is, where-is basis.

(d) **No Assumption of Liabilities.** With the exception of those liabilities arising after the Closing in connection with the performance by the Buyer of the contracts and agreements associated with the business of the Sellers (the “**Business**”), which are specifically assumed by the Buyer with the acquisition of the Authorizations as listed on

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Exhibit I, hereto, the Buyer shall not assume, agree to perform, discharge or indemnify the Sellers against or otherwise have any liability or obligation which is or was directly or indirectly associated or related to the Business, the Assets or otherwise (the “**Excluded Liabilities**”). Without limiting the foregoing, each Seller acknowledges and agrees that the following are Excluded Liabilities: (i) all employee benefit plans of such Seller and the assets thereof; (ii) any taxes, whenever arising, of the Seller or any of its affiliates for any period or relating or attributable to the Assets or the operation of Seller’s business during the period ending on or before the Closing; and (iii) any accounts payable or debt of any kind of Sellers.

(e) Payment of Accounts and Other Obligations. Each Seller shall remain solely responsible for satisfying, discharging or performing all of Seller’s liabilities, debts, contracts and obligations related to its Business, employees and the Assets to the extent that any such liabilities were incurred by Seller or relate to any period of time during which the Assets were operated and/or owned by Seller. Buyer shall remain solely responsible for satisfying, discharging or performing all of Buyer’s liabilities, debts, contracts and obligations related to the Business, employees and the Assets to the extent that any such liabilities are incurred by Buyer or relate to any period of time during which the Assets are operated and/or owned by Buyer.

(f) Conveyance of Good Title/ Use of the Assets. Each Seller shall convey its title to all personal property being acquired hereunder by bill of sale. All such conveyances and transfers shall be free of all liens and encumbrances.

(g) Records. At the Closing, each Seller shall deliver to Buyer all logs and FCC records and reports relating to the operation of the Stations or the Assets. Each Seller represents and warrants to Buyer that each of such logs, records, reports, and any related information is accurate and complete to the best of its knowledge, and covers at least the period beginning one (1) year prior to the Closing and ending on the Closing date, or such longer retention period as the Stations may be required by law. After the Closing, Buyer shall provide Seller reasonable access to such records under Buyer’s control as may be necessary for Seller to complete its financial statements and tax returns.

(h) Expenses, Taxes and Other Costs. The FCC annual regulatory fee for 2017 and subsequent years shall be paid by the party holding the FCC licenses for the Stations at the time such fee is due, *provided* that the amount due or paid for 2017 shall be subject to proration at Closing. Each party shall be responsible for its own expenses in connection with the transactions contemplated by this Agreement; *provided, however*, that Buyer shall be responsible for (i) expenses of preparing, filing and prosecuting the Authorizations, including FCC filing fees and fees for attorneys retained by it and (ii) the expenses of preparing and filing the various notices to the public required by the FCC. The Buyer shall pay such expenses or at the election of Seller reimburse Sellers upon receipt of supporting documentation. All transfer and conveyance taxes related to the sale and other closing costs shall be paid by Buyer. Except as expressly provided in this Agreement, Buyer shall not be liable for any other expenses in connection with the transactions contemplated by this Agreement. Each party shall be responsible for the costs of their attorneys.

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(i) **Closing.** The consummation of the sale and purchase of the Assets (the “**Closing**”) shall take place on or before the tenth (10th) business day after (i) the date that FCC Consent (as defined in accordance with this Subsection) to the assignment of all the Authorizations is granted pursuant to the FCC’s initial order if mutually agreeable among parties or (ii) on the date the FCC Consent has become a Final Order, or (iii) on such later day after such consent as Buyer and Sellers may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Sections 8 and 9 below. The date on which the Closing is to occur is referred to herein as the “**Closing Date**.” As used in this Agreement, “**Final Order**” shall mean that action shall have been taken by the FCC that shall not have been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely appeal, timely request for stay, or timely petition for reconsideration, rehearing or review by any person or the FCC on its own motion, is pending, and as to which the time for filing any such timely appeal, timely request, timely petition for reconsideration, rehearing or review by the FCC on its own motion has expired.

(j) **FCC Consent to Assignment.** Notwithstanding anything herein to the contrary, the consummation of the purchase and sale of the Authorizations and Assets contemplated under this Agreement is subject to and conditioned upon the Consent of the FCC without conditions that would adversely affect Buyer’s unfettered enjoyment of the Assets. The Buyer and Sellers shall cooperate to take all necessary and appropriate actions with respect to the transfer of the Authorizations from Sellers to Buyer, including obtaining any necessary approval by the FCC and/or any other federal, state and local governmental agencies. As promptly as practicable, but in no event more than five (5) days following the Closing, the parties shall jointly file with the FCC the application seeking FCC consent to assignment of the Authorizations.

(k) **Interim Obligations.** The parties understand that the Assets will remain in the name of the Sellers until the Closing. Beginning on the Effective Date of this Agreement and ending on the Closing Date when the Assets, including all Authorizations, have been transferred to the Buyer (the “**Interim Period**”): (i) Sellers shall remain the authorized holder of each of the Authorizations and shall maintain such Authorizations in good standing and in full force and effect, and, except as contemplated in this Agreement, Sellers shall not agree to or transfer, convey or assign to any person or entity any of the Assets or solicit offers from third parties with respect to any transfer or assignment of the Assets; (ii) each Seller shall exercise reasonable best efforts to maintain its qualifications under all applicable FCC requirements to own and operate the Stations; (iii) Sellers shall not take any action or fail to take any action that could cause any representation or warranty of Seller contained herein to be untrue or incorrect as of the Closing; and (iv) during normal business hours, after reasonable Notice (as hereinafter defined), Buyer and Buyer’s agents shall be permitted to inspect all equipment, antenna towers, property, facilities, books and records pertaining to the Stations that are related to the Assets being assigned herein. Furthermore, Buyer shall require all of its stockholders to execute an Amended and Restated Voting Agreement in the form set forth in Exhibit B, pursuant to which the stockholders agree to vote their shares to elect an individual designated by Randall A. Weiss to its Board of Directors.

3. **Further Assurances; Covenants.** The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this

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Agreement. The parties understand that the Authorizations will be retained by Sellers until Closing and that nothing in this Section 3 shall serve to cause Sellers to abdicate, or Buyer to assume, control of the Authorizations until such time as the FCC has approved the assignment of such Authorizations from Sellers to Buyer and the Closing has occurred. The parties shall use commercially reasonable efforts to obtain all FCC approvals as soon as reasonably practicable, and shall cooperate in the preparation and filing of complete applications, notices, petitions and other documents necessary or advisable to obtain all approvals. The parties shall cooperate in the preparation of such applications, notices, petitions and other documents (including the furnishing to one another of copies of such applications and requests prior to filing) and shall diligently take, or cooperate in the taking of, all necessary and desirable steps to provide any additional information required and otherwise use their best efforts to prosecute the applications, and to obtain promptly the requested consent and approval of the FCC to the assignment of the Authorizations from the Sellers to the Buyer, *provided, however*, that neither Buyer nor Sellers shall be required to participate in a trial-type hearing or judicial appeal in pursuit of the FCC Consent. Each party shall furnish to the other party all information concerning such party and its affiliates reasonably required for inclusion in any application or filing to be made in connection with this Agreement. Each party shall notify promptly the other party in the event it becomes aware of any other facts, actions, communications or occurrences that might directly or indirectly affect the parties' ability to effect prompt FCC approval of the transactions contemplated by this Agreement.

4. Representations and Warranties of Seller. Each Seller represents and warrants to Buyer as follows:

(a) **Organization, Standing and Power.** EICB-TV EAST, LLC; EICB-TV WEST, LLC; EICB-TV, LLC; EICB-TV NET, LLC are limited liability companies duly organized and validly existing under the laws of the State of Texas. Grace Worship Center, Inc., dba IBN is a non-profit corporation duly organized and validly existing under the laws of the State of Indiana. Each Seller has all requisite power and authority to own, lease and operate its property and to carry on its business as now being conducted, and is duly qualified to do business as a foreign entity if applicable in any of those jurisdictions where it is required to be qualified. Sellers shall furnish promptly any records concerning authorizations and filings in such jurisdictions as are reasonably requested by Buyer.

(b) **Corporate Authority.** The execution and delivery by each Seller of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of each Seller, and this Agreement is a valid and binding obligation of each Seller. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor compliance by Sellers with any of the provisions hereof will:

(i) conflict with or result in a breach of any provision of its certificates of formation, operating agreements or other organizational documents;

(ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to

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which they are a party, or by which they or any of its properties or assets may be bound except for such default (or right of termination, cancellation or acceleration) as to which requisite waivers or consents shall either have been obtained by Sellers prior to the Closing or the obtaining of which shall have been waived by Buyer; or

(iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Sellers or any of their properties or assets.

(c) **No Default.** No person or entity with whom a Seller has an agreement that is of material importance to the businesses, properties, or operations of the Stations is in default thereunder or has given Seller notice of termination thereof, and no condition exists or event has occurred that, with notice or the lapse of time, or both, would constitute such default. Sellers are not in default under any such agreements.

(d) **Intellectual Property.** Neither the Stations' operations nor any of the Assets infringes upon or misappropriates any copyrights, trademarks, patent rights, or other rights of any person or entity. Each Seller has no knowledge of any infringement or unlawful or unauthorized use of any of Seller's copyrights, trademarks, patent rights, or other rights relating to the Stations, including the use of any call sign, slogan, or logo by any broadcast station that may be confusingly similar to the call sign, slogans, and logos currently used by the Stations.

(e) **FCC Authorizations.** The Authorizations are, and throughout the Interim Period, shall be: (i) in good standing and in full force and effect and (ii) validly held by each Seller. There are no restrictions or conditions of a nature that would limit the full operation of the Stations as presently conducted. To each Seller's knowledge, there is no petition to deny, complaint, letter of inquiry, or proceeding pertaining to the Stations pending before or by the FCC, other than those relating to the broadcasting industry generally and Seller shall promptly notify Buyer of any such proceeding in the event Seller is made aware between the date of this Agreement and the transfer of the Authorizations to Buyer. The Authorizations include all licenses, permits or authorizations necessary to operate the Stations as they are presently being operated in accordance with applicable laws. Seller has received no notice that any Station is causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility and Seller has not received any complaints with respect thereto from any person or entity that any broadcast station or communications facility is causing interference in violation of FCC rules to any Station's transmissions or the public's reception of such transmissions. The Stations' operations and the Assets are in compliance with the FCC Authorizations and all applicable FCC rules, regulations and policies in all material respects. Subject to Section 2(h) of this Agreement, all FCC annual regulatory fees for each of the Authorizations have been, and throughout the Interim Period shall be, timely paid to the FCC. Seller knows of no reason why the FCC would not grant renewals of the Authorizations in the ordinary course.

(f) **Accuracy of Statements.** Neither this Agreement and its Exhibits, nor any statement, list, certificate or other information furnished or to be furnished by each Seller to Buyer in connection with this Agreement or any of the transactions contemplated hereby contains or will contain an untrue statement of a material fact or omits or will omit to state a

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material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

(g) Valuation Calculations. The predicated contours of the construction permits and the operating Stations were calculated by B. W. St. Clair, Engineering Consultant, a professional television engineer and are in most cases based upon the Longley-Rice FCC-approved method of calculating the population predicted to be served by the contour of each station. The Buyer hereby agrees (i) that it has had an adequate opportunity to review the methodology used in calculating the value of the Construction Permits and the operating Stations; (ii) that such method of calculation is acceptable; (iii) that the calculated value has correctly determined the Purchase Price for the listed assets; (iv) valuation assistance was provided by an independent, professional third party source; (v) and that the agreed Purchase Price shall not be subject to challenge for any reason including the method of calculation.

(h) Buyer's Carriage of Seller's Content. In recognition of the importance to the owners of the Sellers of their ministry and the ability for them to continue to distribute its content to the maximum extent feasible, the Buyer shall exercise its best efforts to support the continuing broadcast and content distribution of the Sellers' content, including the continued broadcast of IBN channels. The Buyer herein acknowledges that Sellers have previously entered into a Time Brokerage Agreement (the "Captender TBA") with a related entity, Captender LLC. The Buyer agrees to assume the Captender TBA and all of its obligations and liabilities as part of the Closing of this Agreement.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Sellers as follows:


(a) Organization, Standing, Power and By-laws. Buyer is a corporation duly organized and validly existing under the laws of the State of Delaware. Buyer will deliver at Closing to Seller a copy of its Certificate of Incorporation certified by the State of Delaware, a good standing certificate issued by the State of Delaware within the last ninety (90) days of the Effective Date of this Agreement and a copy of its current Bylaws.

(b) Authority. The execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer, and this Agreement is a valid and binding obligation of Buyer.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor compliance by Buyer with any of the provisions hereof will:

(i) conflict with or result in a breach of any provision of its charter, by-laws or other organizational documents;

(ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to

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which it is a party, or by which it or any of its properties or assets may be bound except for such default (or right of termination, cancellation or acceleration) as to which requisite waivers or consents shall either have been obtained by Buyer prior to the Closing or the obtaining of which shall have been waived by Seller; or

(iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its properties or assets.

(d) **Accuracy of Statements.** Neither this Agreement nor any statement, list, certificate or other information furnished or to be furnished by Buyer to Sellers in connection with this Agreement or any of the transactions contemplated hereby contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

6. Effect of Representations and Warranties. The representations and warranties of Sellers and Buyer made in or pursuant to this Agreement are made only to and for the benefit of the parties to this Agreement, and shall not create rights in other persons. All statements contained in any certificate or other instrument delivered by or on behalf of Sellers or Buyer pursuant hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by Sellers and Buyer, as the case may be, hereunder. All representations, warranties and agreements made by Sellers and by the Buyer in this Agreement or pursuant hereto shall survive the Closing of this Agreement.

7. Termination. This Agreement may be terminated at any time until the Closing Date by the mutual agreement of the parties. If the purchase and sale of the Assets is terminated as provided for in this Section 7, this Agreement shall become null and void and of no effect without liability to any party to this Agreement, except for prior breach of the terms of this Agreement.

8. Sellers' Closing Conditions. The obligation of Sellers to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Sellers):

8.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall have been true and correct in all material respects as of the Effective Date and shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respect Sellers shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 8.1(a) and (b) have been satisfied.

(c) Sellers shall have received executed copies of: (i) a fully-executed Amended Voting Trust Agreement; (ii) a capitalization table of the Buyer reflecting the capitalization on

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the Closing Date immediately prior to the Closing certified by an authorized officer of the Buyer; (iii) an Amended Shareholder's Agreement; and (iv) a copy of the most recent By-Laws certified by an authorized officer of the Buyer as having been duly approved.

8.2 Proceedings. Neither Sellers nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

8.3 FCC Authorization. The FCC Consent under the conditions set forth in Section 2(i) shall have been obtained.

8.4 Financing. The Financing Closing shall have occurred unless the parties have waived such a requirement.

8.5 Deliveries. Buyer shall have complied with its obligations set forth in Section 10.2

9. Buyer Closing Conditions. The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

9.1 Representations and Covenants.

(a) The representations and warranties of Sellers made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.



(b) The covenants and agreements to be complied with and performed by Sellers at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Sellers executed by an authorized officer of Sellers to the effect that the conditions set forth in Sections 9.1 (a) and (b) have been satisfied.

9.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

9.3 FCC Authorization. The FCC Consent under the conditions set forth in Section 2(i) shall have been obtained.

9.4 Deliveries. Sellers shall have complied with its obligations set forth in Section 10.1

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10. Closing Deliveries.

10.1 Sellers' Documents. At Closing, each Seller shall deliver or cause to be delivered to Buyer:

(a) an assignment of Authorizations assigning the FCC Authorizations from Sellers to Buyer;

(b) a Lease Agreement for the in-situ Equipment from Seller to Buyer;

(c) the certificate described in Section 8.1(c);

(d) an executed Shareholder's Agreement dated immediately prior to Closing;
and;

(e) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Sellers to Buyer.

10.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Sellers:

(a) The Purchase Price shall be delivered by the Buyer's execution of the Notes referenced in Section 2 above;

(b) the certificate described in Section 9.1(c);

(c) an executed Amended and Restated Voting Agreement;

(d) an industry standard capitalization table including issued stock and options certified by the Buyer's Chairman;

an executed Shareholder's Agreement dated immediately prior to Closing;

(f) a copy of a resolution of the Buyer's Board of Directors approving the issuance of the Notes and their terms and provisions.

(g) such other documents and instruments of assumption that may be necessary to support the issuance of the Notes for seventy two (\$72) million.

11. Indemnification. Sellers agree to indemnify Buyer, its permitted successors and assigns, and Buyer agrees to indemnify Sellers, their permitted successors and assigns, against any and all damages resulting from any material breach of any representation, warranty, or agreement set forth in this Agreement, or the substantial untruth or inaccuracy thereof, including but not limited to all statements or figures contained in any of the Exhibits to this Agreement. This indemnity shall survive the Closing. The party claiming indemnification, its successors and assigns, shall notify the other party of any such liability, asserted liability, breach of warranty, untruth or inaccuracy of representation, or any claim thereof, with reasonable promptness, and

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the party claiming indemnification, or its legal representatives, shall have at their election the right to compromise or defend any such matter involving asserted liability through counsel of their own choosing, at the expense of the other party. Such notice and opportunity to compromise or defend, if applicable, shall be a condition precedent to any liability of the parties under this paragraph. In the event that either party undertakes to compromise or defend any such liability, it shall notify the other party, or its permitted heirs, successors or assigns, in writing promptly of its intention to do so, and the party to whom indemnification is claimed, its permitted heirs, successors and assigns, agree to cooperate with the party claiming indemnification and its counsel in the compromising of or the defending against any such liabilities.

12. Indemnity Against Brokers and Finders. Each party hereto shall indemnify and hold the other parties harmless against any claim for broker's and finder's fees based on alleged retention of a broker/finder. Each party represents and warrants that it has not retained a broker or finder in connection with the transactions specified herein.

13. Governing Law; Dispute Resolution. This Agreement is governed by Delaware law. Accordingly, the parties agree that, to the extent not governed by Federal law, this Agreement, and any disputes arising under this Agreement (collectively, a "**Dispute**"), will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws principle to the contrary. Any judgment entered pursuant to this Section 13 may be enforced in any court of competent jurisdiction. In the event that any matter relating to this Agreement comes into dispute between the parties and becomes subject to arbitration (whether such arbitration is mandatory pursuant to applicable court rules or statutes, or is voluntary pursuant to provisions of this Agreement or otherwise), the arbitration of such disputed matter shall be subject to such of the State of Delaware's statutes of limitation as would have been applicable had such disputed matter been litigated in a court of law.

14. Notice.

(a) Any Notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon delivery (i) to Federal Express or United Parcel Service or their successors for delivery on the next business day, signature required or (ii) to the United States Post Office, to be sent on the next business day by registered or certified mail, return receipt requested, with postage and fees prepaid, to the other parties at the address hereinafter shown below their signatures or at such other address as such party may designate by ten (10) days' Notice to the other party.

(b) All such Notices must be sent simultaneously by electronic mail or the equivalent to the addresses listed below the signatures. Unless otherwise required by law, such electronic Notice will be effective either when confirmed or, if not confirmed, on the next business day following its sending. Notices shall be sent to the addresses exchanged among the parties from time to time.

15. Assignment and Benefit. This Agreement shall not be assigned without the prior written consent of the non-assigning party, whose consent shall not be unreasonably withheld, and shall only become effective upon written agreement by the assignee, delivered to the non-

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assigning party, that it agrees to assume all of the rights and obligations hereunder without reservation. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each party.

16. **Entire Agreement; Amendments.** This Agreement, together with Exhibits I and II attached hereto and made a part hereof, shall constitute the entire agreement of the parties with respect to the subject matter hereof superseding all prior written or oral agreements, including the Purchase Agreement dated April 21, 2016 as and when amended and each of those amendments set forth in Recitals paragraph D, and no amendment or addition hereto or thereto shall be deemed effective unless agreed to in writing by all of the parties.
17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.
18. **Counsel.** Each Seller and the Buyer represents that it has had adequate opportunity to consult with its own legal counsel before executing this Agreement. Each Seller understands and acknowledges that Carney Badley Spellman, P.S. is counsel to the Buyer and not to the Sellers.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
20. **Interpretation:** The word “including” is not intended to be limiting and shall be interpreted to mean “including without limitation.”

[Signature page follows]

Buyer  Seller 

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.

BUYER:

EDGE SPECTRUM, INC.



By: Vernon L. Fotheringham

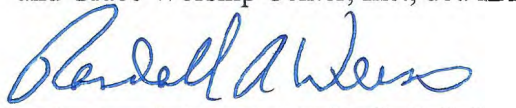
Its: Chairman and CEO

Address: 7829 Center Blvd. SE, No. 190
Snoqualmie, WA 90065

Email: vern@synthesis.works

SELLERS:

EICB-TV EAST, LLC; EICB-TV WEST,
LLC; EICB-TV, LLC; EICB-TV NET, LLC
and Grace Worship Center, Inc., dba IBN



By: Randall A. Weiss

Its: Member, Manager or President as the case
may

Address: P.O. Box 54025
Hurst, TX 76054-4025

Email: Randy@CrossTalk.org

Buyer VLF Seller OW

LIST OF EXHIBITS

- Exhibit I List of Assets including FCC Authorizations
- Exhibit II Equipment Lease

EXHIBIT I

List of Assets

The Assets shall include:

1. The Authorizations.
2. Logs, reports, books, records, databases, lists, tapes, recordings, and supplies on hand relating to the Stations.
3. All warranties and guarantees from lessors, vendors, suppliers, manufacturers or other third parties, and all rights, recoveries, refund counterclaims, rights to offset, other rights and claims against third parties (whether known or unknown, matured or unmatured, contingent or accrued), in any case only to the extent related to an Asset or Leased Equipment.
4. All transmission equipment is included with the licensed stations under the Lease terms defined in Exhibit II, and there are no assets associated with the construction permits that are being transferred.
5. EICB-TV NET, LLC's Asset Purchase Agreement to acquire a total of 71 low-power TV Stations and Construction Permits from Three Angels Broadcasting Network pursuant to that certain Asset Purchase Agreement, Programming Agreement, and Escrow Agreement each dated October 5, 2016. Buyer agrees to abide by the terms of a Non-Disclosure Agreement dated September 25, 2016 executed between EICB-TV NET, LLC and Three Angels Broadcasting Network.
6. Other tangible and intangible rights of Seller used or usable in connection with the operation of the Stations, including all rights to the call letters and names listed below:

MASTER LICENSE LIST

Buyer VLF Seller OW

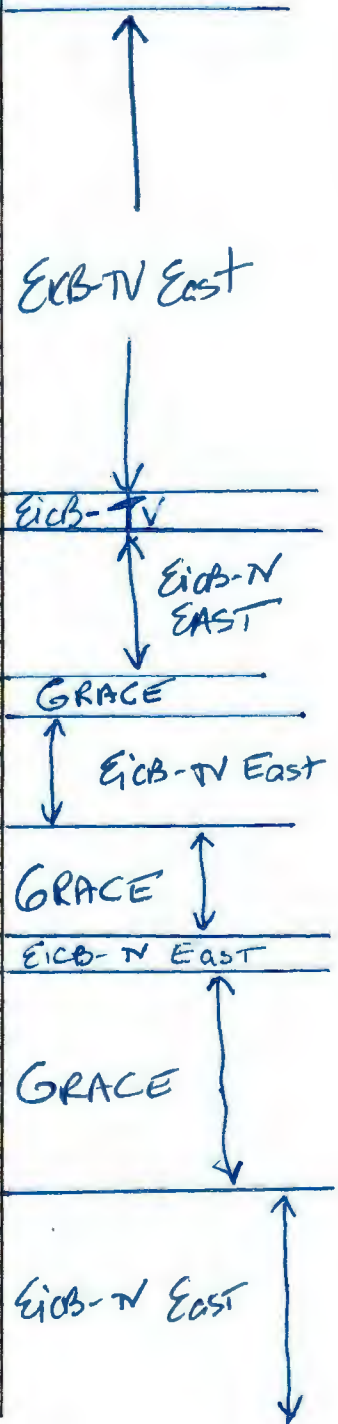
Call Sign	Channel	TV Station	City	State	Facility ID Number
K22HS-D	22	LIC	EUREKA SPRINGS	AR	11137
K21JS	21	LIC	HARRISON	AR	11133
K42IQ-D	42	LIC	FLAGSTAFF	AZ	125496
K20IM-D	20	LIC	BARSTOW	CA	125290
K19IC-D	19	LIC	EUREKA	CA	130600
KTBV-LD	12	LIC	LOS ANGELES	CA	125499
KQ5X-LP	42	LIC	MT SHASTA	CA	125481
KVFR-LD	8	LIC	REDDING	CA	168117
K42JQ-D	42	LIC	REDDING	CA	184022
K44KG-D	44	LIC	REDDING	CA	184021
KMSX-LD	42	LIC	SACRAMENTO	CA	130178
K16GZ-D	16	LIC	DURANGO	CO	167506
K09YK-D	9	LIC	DURANGO, PURGATORY	CO	127303
KHGS-LD	39	LIC	GLENWOOD SPRINGS	CO	126700
K38JX-D	38	LIC	GRAND JUNCTION	CO	167269
KHSB-LD	33	LIC	STEAMBOAT SPRINGS	CO	127107
W45DN-D	45	LIC	WASHINGTON	DC	125165
WCTU-LD	46	LIC	PENSACOLA	FL	57865
W48DU-D	48	LIC	ALBANY	GA	184035
WVCZ-LD	30	LIC	VALDOSTA	GA	182929
K32JQ-D	32	LIC	MANHATTAN	KS	183238
K36IO-D	36	LIC	MANHATTAN	KS	167527
K40U-D	40	LIC	TOPEKA	KS	125157
W35CS-D	35	LIC	OCEAN CITY	MD	131136
W16DG-D	16	LIC	BANGOR	ME	189731
K26KF-D	26	LIC	DULUTH	MN	183963
K35JN-D	35	LIC	DULUTH	MN	181630
KHVM-LD	48	LIC	MINNEAPOLIS	MN	130940
KTCJ-LD	50	LIC	MINNEAPOLIS	MN	130941
K41KX-D	41	LIC	JOPLIN	MO	131115
K45KS-D	45	LIC	BILLINGS	MT	131138
K51KR	51	LIC	BILLINGS	MT	131137
K39JC-D	39	LIC	BUTTE	MT	167489
K25LM-D	25	LIC	GREAT FALLS	MT	183960
K35KC-D	35	LIC	GREAT FALLS	MT	184014
K25KZ-D	25	LIC	KALISPELL	MT	181253
WHOB-LD	50	LIC	BUXTON	NC	127496
K43JQ-D	43	LIC	BISMARCK	ND	131348

EICB-TV EAST

EICB-TV West

EICB-TV East

Callign	Channel	TV Status	City	State	Facility ID Number
K42IM-D	42	LIC	MINOT	ND	167526
K49LK-D	49	LIC	NORTH PLATTE	NE	184723
W48DP-D	48	LIC	ATLANTIC CITY	NJ	127219
K28NM-D	50	LIC	CARLSBAD	NM	131135
K32JT-D	32	LIC	FARMINGTON	NM	183794
K46KV-D	46	LIC	FARMINGTON	NM	183793
K45JA	45	LIC	HOBBS	NM	130801
WTKJ-LP	19	LIC	WATERTOWN	NY	128834
K19II-D	19	LIC	ARDMORE	OK	181159
K22IQ-D	22	LIC	ARDMORE	OK	181158
K24IW-D	24	LIC	ARDMORE	OK	181157
K19IR-D	19	LIC	ENID	OK	184019
K43LK-D	43	LIC	LAWTON	OK	127216
KUOT-CD	19	LIC	OKLAHOMA CITY	OK	31368
K49KT-D	49	LIC	BEND	OR	125279
KHPN-LD	51	LIC	WARRENTON	OR	126476
WJDP-LD	11	LIC	PIGEON FORGE	TN	187552
K10QL-D	10	LIC	ABILENE	TX	181841
KTWC-LD	34	LIC	CROCKETT	TX	168804
K26KC-D	26	LIC	DALLAS	TX	182559
KHFD-LD	51	LIC	DALLAS	TX	127785
K21KJ-D	21	LIC	FT WORTH	TX	182493
KHXL-LP	7	LIC	HUNTSVILLE	TX	28985
KHTX-LD	21	LIC	HUNTSVILLE	TX	168805
KWTC-LP	11	LIC	KERRVILLE	TX	28994
K31MU-D	31	LIC	LINGLEVILLE-CROWLEY	TX	183206
KCTL-LD	25	LIC	LIVINGSTON	TX	28943
KLGV-LD	36	LIC	LONGVIEW	TX	28983
KNCD-LP	2	LIC	LUFKIN	TX	28986
KLUF-LP	5	LIC	LUFKIN	TX	28937
KHTM-LP	13	LIC	LUFKIN	TX	28988
KIBN-LD	14	LIC	LUFKIN	TX	28961
K46KW-D	46	LIC	TYLER	TX	183924
K05MN-D	5	LIC	LOGAN	UT	183046
K24KV-D	24	LIC	LOGAN	UT	183406
KUTB-LD	18	LIC	SALT LAKE CITY	UT	47710
K17JQ	17	LIC	ST. GEORGE	UT	130648
K40KZ	40	LIC	ST. GEORGE	UT	130667



Call Sign	Channel	TV Station	City	State	Facility ID Number
K27KM	27	UC	WENDOVER	UT	130709
W08EK-D	8	UC	PARKERSBURG	WV	182973
W16CV-D	16	UC	PARKERSBURG	WV	183796
W24DS-D	24	UC	PARKERSBURG	WV	183797
K49U-D	49	UC	CASPER	WY	184717
K34HZ	34	UC	CODY	WY	129088
K33IX-D	33	UC	ROCK SPRINGS	WY	167501
W43DG-D	43	CP	DOTHAN	AL	185667
W45DS-D	45	CP	MONTGOMERY	AL	185194
W50EK-D	50	CP	MONTGOMERY	AL	185076
K14OK-D	14	CP	EL DORADO	AR	185813
K40NE-D	40	CP	SPRINGDALE	AR	184602
K47ND-D	47	CP	SPRINGDALE	AR	184556
K38MU-D	38	CP	TEXARKANA	AR	184099
K39LD-D	39	CP	TEXARKANA	AR	184097
K47NA-D	47	CP	TEXARKANA	AR	184096
K30MN-D	30	CP	BARSTOW	CA	183830
K16JJ-D	16	CP	EUREKA	CA	184630
K42JZ-D	42	CP	SALINAS	CA	185234
K27KY-D	27	CP	STERLING	CO	185846
K48ME-D	48	CP	VAIL	CO	183666
W22EV-D	22	CP	DESTIN	FL	184037
W33DJ-D	33	CP	DESTIN	FL	184036
W36EG-D	36	CP	ALBANY	GA	184721
W25EM-D	25	CP	COLUMBUS	GA	181997
W27DK-D	27	CP	COLUMBUS	GA	182885
W22EC-D	22	CP	LA GRANGE	GA	184263
W20DL-D	20	CP	MACON	GA	184481
W35DA-D	35	CP	MACON	GA	185270
W38ES-D	38	CP	VALDOSTA	GA	184059
W44DD-D	44	CP	VALDOSTA	GA	184058
K22U-D	22	CP	MASON CITY	IA	187857
K27MI-D	27	CP	MASON CITY	IA	187858
K38OW-D	38	CP	MASON CITY	IA	187859
K45LM-D	45	CP	SIOUX CITY	IA	184513
K50LX-D	50	CP	BOISE	ID	183962
K21U-D	21	CP	IDAHO FALLS	ID	186468

EICB-TV East

EICB-TV West

EICB-TV East

Buyer VLF Seller OL

Call Sign	Channel	TV Format	City	State	Farming or Hunting
K30MC-D	30	CP	LEWISTON	ID	184146
K33LF-D	33	CP	LEWISTON	ID	184145
K45LL-D	45	CP	POCATELLO	ID	185656
K21ME-D	21	CP	TWIN FALLS	ID	186470
W28EB-D	28	CP	EFFINGHAM	IL	184761
WEDK-LD	30	CP	EFFINGHAM	IL	184762
K41MN-D	41	CP	EMPORIA	KS	184151
K29JU-D	29	CP	GARDEN CITY	KS	184072
K48MV-D	48	CP	GARDEN CITY	KS	184071
K14NX-D	14	CP	PITTSBURG	KS	184050
K15U-D	15	CP	PITTSBURG	KS	184051
K16IS-D	16	CP	PITTSBURG	KS	184052
K30LK-D	30	CP	SALINA	KS	185666
K24LJ-D	24	CP	ALEXANDRIA	LA	186716
W23ED-D	23	CP	SALISBURY	MD	184457
W35DF-D	35	CP	SALISBURY	MD	184459
W48ED-D	48	CP	SALISBURY	MD	184458
W29DZ-D	29	CP	AUGUSTA	ME	184054
W48EC-D	48	CP	AUGUSTA	ME	184069
W15DS-D	15	CP	BANGOR	ME	187894
W34EQ-D	34	CP	BANGOR	ME	187896
W38FU-D	38	CP	BANGOR	ME	187897
K24JU-D	24	CP	ALEXANDRA	MN	184186
K40LT-D	40	CP	ALEXANDRA	MN	184223
K46MH-D	46	CP	DULUTH	MN	187827
K31LN-D	31	CP	ROCHESTER	MN	185269
K15IS-D	15	CP	WILLMAR	MN	186252
K30NE-D	30	CP	CAPE GIRARDEAU	MO	188072
K22KA-D	22	CP	ROLLA	MO	185558
K14PQ-D	14	CP	SAINT JOSEPH	MO	188054
K23LE-D	23	CP	SEDALIA	MO	185332
W17DV-D	17	CP	STARKVILLE	MS	186834
W22EP-D	22	CP	STARKVILLE	MS	186835
W27DS-D	27	CP	STARKVILLE	MS	186836
W27DW-D	27	CP	TUPELO	MS	186839
W38FT-D	38	CP	TUPELO	MS	186842
K15JL-D	15	CP	BILLINGS	MT	184512
K29JT-D	29	CP	BUTTE	MT	185291

EicB TV East

Call sign	Channel	Fy Status	City	State	Facility ID Number
K25LO-D	25	CP	HAMILTON	MT	184043
K51LX-D	51	CP	HELENA	MT	185610
W23EL-D	23	CP	WILMINGTON	NC	183857
K34LO-D	34	CP	BISMARCK	ND	184224
K41LR-D	41	CP	FARGO	ND	184060
K46KY-D	46	CP	FARGO	ND	184061
K15JK-D	15	CP	BEATRICE / FAIRBURY	NE	184306
K46MB-D	46	CP	COLUMBUS	NE	185294
K36MO-D	36	CP	LINCOLN	NE	186718
K40LX-D	40	CP	CARSON CITY	NV	182227
K47NI-D	47	CP	CARSON CITY	NV	185440
K50LY-D	50	CP	RENO	NV	183976
W45DZ-D	45	CP	ELMIRA	NY	187245
W46EZ-D	46	CP	ELMIRA	NY	187247
W50ES-D	50	CP	ELMIRA	NY	186865
W48DY-D	48	CP	CANTON	OH	184285
K32KG-D	32	CP	LAWTON	OK	184557
K45LN-D	45	CP	LAWTON	OK	184558
K34ML-D	34	CP	MC ALESTER	OK	186712
K40NG-D	40	CP	MC ALESTER	OK	186713
K23LJ-D	23	CP	PONCA CITY	OK	184625
K25MA-D	25	CP	PONCA CITY	OK	184624
K28MH-D	28	CP	BEND	OR	184173
K16JS-D	16	CP	EUGENE	OR	183961
KCKW-LD	18	CP	EUGENE	OR	188579
K42JO-D	42	CP	KLAMATH FALLS	OR	183927
K20KV-D	20	CP	MEDFORD	OR	185198
W36EK-D	36	CP	ERIE	PA	184018
K22KD-D	22	CP	SIOUX FALLS	SD	184088
K36LD-D	36	CP	COLLEGE STATION	TX	184141
K45LK-D	45	CP	COLLEGE STATION	TX	184142
K26LK-D	26	CP	LUBBOCK	TX	183923
K16JA-D	16	CP	LUFKIN	TX	183018
K27LS-D	27	CP	MIDLAND/ODESSA	TX	183860
K31LL-D	31	CP	MIDLAND/ODESSA	TX	181601
K17LH-D	17	CP	HURRICANE	UT	130654
K05MX-D	5	CP	NEPHI	UT	130528
W21DH-D	21	CP	EAU CLAIRE	WI	186476

EICB-N East

Station	Channel	TV Class	City	State	Facility ID Number
W19DP-D	19	CP	LA CROSSE	WI	185729
W36EI-D	36	CP	WAUSAU	WI	186472
W19DU-D	19	CP	CLARKSBURG	WV	185505
W38EY-D	38	CP	CLARKSBURG	WV	185525
W40DG-D	40	CP	CLARKSBURG	WV	185524
W29EJ-D	29	CP	PARKERSBURG	WV	188625
K30MY-D	30	CP	JACKSON	WY	187846

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EIOB-TV East
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Buyer VLF Seller Ch

EXHIBIT II

Equipment Lease

The Seller agrees to lease to Buyer all Equipment that is required to operate the existing stations. The lease will be for 36 months, *provided, however*, that the lease on any given station can be extended on a station by station basis by mutual agreement, and will require a payment of \$5,000 per month for a period of three years. At the end of the lease period, as and if extended, the Buyer may purchase the equipment at the fair market value existing at the time of purchase taking into consideration the then current business plan and changed conditions in the industry then or in the near term future. The Buyer may terminate any station equipment lease for convenience at any time when the Buyer replaces the in-situ equipment with new equipment owned by the Buyer.

The Equipment to be leased includes, for any operating Stations, the furniture, fixtures, machinery, equipment, supplies, spare parts, inventory, and all other tangible personal property owned by the Seller and used or useful in the operation of the Stations, including the tangible personal property, together with all replacements thereof or additions thereto, if any, made during the Interim Period.

Buyer VLF Seller OW