

ASSET PURCHASE AGREEMENT
Three Angels Broadcasting and EICB-TV Net
Amendment No. 1

THIS AMENDMENT NO. 1 (the "Amendment 1") to that certain Asset Purchase Agreement (the "**APA**") between the parties dated October 5, 2016 is entered into as of January 10, 2017 by and among Three Angels Broadcasting Network, Inc., an Illinois non-profit corporation, with office at 3391 Charley Good Rd., West Frankfort, Illinois, 62896 ("**Seller**") and EICB-TV NET, LLC, formed in Texas, c/o Randall A. Weiss, P.O. Box 54025 Hurst, Texas 76054-4025 ("**Buyer**").

Recitals

- A. At the request of the Buyer, the Seller is willing to extend the date for filing a transfer application with the FCC until March 1, 2017 in consideration for (i) an increase in the non-refundable Deposit against the Purchase Price by \$100,000 ("**Deposit 2**") to be paid in two tranches and (ii) and the prompt release of the previous \$100,000 Deposit to the Seller pursuant to the Escrow Agreement.
- B. The Buyer is willing to accept the conditions in Recital A provided that this Amendment 1 is fully executed on or before January 10, 2017
- C. Buyer has requested that Seller agree to an assignment of the APA to Edge Spectrum Inc, and Seller is willing to do so.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein and in the APA, the parties, intending to be legally bound, hereby agree to amend the APA as set forth below. All references are to Articles and Sections in the APA and to the defined terms contained therein.

Amendments to Section 1.4(b)

- (i) Section 1.4(b) is hereby amended to provide that, notwithstanding the current provisions in Section 1.4(b), the parties acting jointly shall immediately after executing this Amendment 1 execute and deliver the document set forth in Exhibit A, which is integrated into this Amendment 1 and which directs the Escrow Agent to disburse the first Deposit to the Seller and which terminates the Escrow Agreement.
- (ii) Section 1.4(b) is hereby further amended to provide that the Buyer shall pay to Seller an additional Deposit ("**Deposit 2**") in two equal tranches, each in the amount

- of Fifty Thousand Dollars (\$50,000), to be paid by electronic transfer in immediately available funds on or before January 31, 2017 and February 28, 2017.
- (iii) All other provisions of the Section 1.4(b) not amended by the foregoing shall remain applicable to Deposit 2 to the same extent they were applicable to the first Deposit. For avoidance of doubt, and without affecting the applicability of other provisions of Section 1.4(b) or 1.4(a), Deposit 2 when paid shall also be deducted from the Purchase Price.

Amendment to Section 1.8

- (iv) The filing date for the FCC Application is hereby moved to March 1, 2017.

All terms and conditions of the APA that are not directly and explicitly amended by this Amendment 1 shall remain in full force and effect; *provided, however*, that in case of any conflict in construction or interpretation between this Amendment 1 and the APA the statements contained herein shall prevail.

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

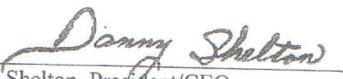
BUYER: Edge Spectrum Inc

By: 
Vern Fotheringham, CEO

BUYER: EICB-TV NET, LLC

By: 
Randall A. Weiss, Member, Manager

SELLER: THREE ANGELS BROADCASTING NETWORK, INC.

By: 
Danny Shelton, President/CEO

/Exhibit on next page/

