

Exhibit 1.1
FCC Licenses and Authorizations

Authorization	File Number
WTJR-TV Analog License (Channel 16)	BLCT-19981123KE
WTJR-DT Digital Permit (Channel 32)	BPCDT-19991018ABO
WTJR-DT STA	BDSTA-20030106AAM
WTJR-DT STA Extension	BEDSTA-20060309ADI
WMG471 (TV Intercity Relay)	
WMG470 (TV Studio Transmitter Link)	

Exhibit 1.2
Personal Property

WTJR equipment and related asset list.

Page 1. Table of contents

Page 2. WTJR TV Transmission Systems tower site asset list

Page 3. WTJR Master Control Equipment & Asset List Studio Location

Page 4. WTJR Master Control Equipment & Asset List Studio Location: (continued)

Page 5. Production Equipment Studio asset list:

Page 6. Production Equipment Studio asset list: (continued) & WTJR Office assets included.

WTJR TV Transmission Systems tower site asset list:

Main TV Transmitter:

UHF IOT TV Transmitter, Harris HD-40 Sigma classic. (with analog exciter)

UHF IOT Power tube, EEV-8505 (55KW) (replacement now called E2V IOTD-2100)

Standby TV transmitter

Standby Transmitter GE TT-59-A, with EEV 3276 Klystron, with TTC exciter and front end

(This transmitter is non-operational and needs removal)

DTV Transmitter,

Harris Ranger 500w with exciter CD1a and Unicode (1 channel standard 2 max).

Microwave Studio transmitter link (STL):

Microwave receivers two Microwave Assc. MA85513EQ (12812.5 MHz)

Microwave audio, 1 PAC demod (6.8) in 19" rack.

Antennas:

CH16 Analog Antenna, RCA TFU-30j slot antenna

DTV Antenna, channel 32, Model: Andrew AL-8 Ultra

Microwave Dish, Andrew solid 6' plus raydome

Transmission lines:

Transmission line, 6 1/8" 900' prodilen line. (for Channel 16)

Transmission Line, 1 5/8" Helix 160' (for Channel 32)

wave guide 150' (for STL)

Other related equipment at tower site:

Transmitter cooling system, 2x Water pumps 7 1/2 HP motor, Cooling tower 4 fans motors, 100 gallon holding tank., Voltage Regulator General Electric Inductrol Voltage Regulator Supreme (not used), Patch Panel, 6 1/8" 7 port Dielectric., Filter, Passive power constant impedance Filter for channel 16

Bird meter, 6 1/8" through line with Forward and reverse

Nitrogen regulator and sensor for transmission line.

RACK Equipment Tower Site:

Equipment racks, three 19" racks. TV monitors, three 14" Television monitors

TV demodulator, Rohde and Schwartz BN-46455. TV aural monitor, Belar TVM-101

Test signal generator, Leitch SPG-1300N plus cards inside.

Waveform monitor, Magni MM-400. Video Proc amp, Link PRC-970

Video/audio switcher, Kramer 4 x 1 (program). Video switcher, 3m 10 x 1 (preview)

Audio D/A (Link) Remote Control dialup, Moseley MRC 1620, 16 channels with modem

Audiometer, Teac mb-20.

Extra Equipment at tower site: Shop room with tool chest and hand tools. Chain hoist for tube. Various spare parts and supplies.

WTJR Master Control Equipment & Asset List Studio Location:

Main Switching equipment:

Matco M204B 22 input x3 out Automation switcher (automation)
Matco MA-201 8 input Automation switcher (for recording)
Link AVS 816, 16 input A/V Switcher (main program)
Leitch 16x16 Router matrix A/V

Preview Switching:

2X- Videotech 10x A/V router model RS 10A. Panasonic WJ-220r 6 input Video Switcher

Waveform monitoring:

Magni MM-400 Waveform/vectorscope

Test Signal Generators:

Leitch DTG-1000n, Sigma CSG-365a, Video Tec VITS inserter

Off the air reception:

2X Cadco TV Demodulator model 375 (channel 16)
Samsung HDTV Tuner model SIR-T151 (channel 32 DTV)

Video Processing:

Prime Image TBC 50 (main program), Sony TBC BVT-800 (edit), Hum eliminator coil

Audio Processing:

Sure 4 channel audio mixer, rack mount
RDL ST-GCa1 Gain control amp (volume)
Boss Pro, CL50 Audio Compressor Limiter, Blue max Audio Compressor Limiter,
Equalizer Optimus Brand, Kramer, Audio Distribution, model: APM 50A
Hum eliminator box, Inline Isolation transformer.

Audio monitoring:

Teac MB-20 (audio meters), Radio shack amp and speakers

Character Generation:

Chyron Codi CG, Video Toaster Amiga 2000 system
Video Data systems Model 800 (For EAS crawl only)
Video Data systems Model 800 (For recording time stamp)
Scala infochannel designer (slide show)

Emergency Alert system:

Sage EAS ENDEC alerting system (plus CG listed), 3x Radios used for monitoring

Computer Systems with Monitors:

1. Log computer (Logging & office work)
2. Transmitter computer (remote control dial-up)
3. Automation computer (controls automation)
4. Infochannel computer (Bulletin board channel)

5. Recording computer (records onair switching) (continued on next page)
WTJR Master Control Equipment & Asset List Studio Location: (continued)

Video monitors: 13x 14" Color video monitors, 27" Color video monitor
2x 9" B&W video monitors, 4x 3" B&W video monitor (rack), 5x 14-15" CRT Computer monitors

VCR's and related:

20x 3/4" Sony Umatic Players VP-7020
3x 3/4" Sony Umatic Recorders VO-5600
1x 3/4" Sony Umatic Players VP-5000
3x 3/4" Sony Umatic Recorders VO-5800
1x 3/4" Sony Umatic Editor VO- 5850
(Also 30x VCR's for parts repair see equipment room listing)
2-Sony Editing Control Unit RM-440
Sony UVW 1200 Betacam player
Sony DVD Player, Apex DVD player, Optimus CD Player
4x Panasonic VHS VCR's

Satellite Receivers and related:

1-Drake ESR 1250
1-Standard agile 40 C/K
1-Prism IQ
1-Coship CDVB 3188a
1-Coship CDVB981
1-General Ins. DSR -4400x
1-Star Pro
1-Motorola DSR- 4402x
1-ASE Technologies DV3

6x, 8 to 12ft Satellite Dishes

Miscellaneous:

1- Kramer VM6H DA
4(+) -Kramer V/A DA's 103 AV
Various Audio/ video DA's
1-Optimus SCT-540 Cassette deck
1-Telex cassette copy machine

Microwave STL Studio:

2x- Microwave Associates MA13BX transmitters (12.8125 GHZ)
1- Audio Program PAC
1- 6ft Andrew Microwave Dish with Raydome
50' wave guide on 30' tower on roof

Equipment room 4th floor:

This is extra, used, and broken storage area with parts, cables, connectors old equipment, some good equipment, some bad. All TV related items are included in asset list with the exclusion of old computers and radio parts.

Production Equipment Studio asset list:**Cameras and related:**

3X- Hitachi FPC-10A 3CCD Cameras
3X- Studio configuration packages (zoom, focus, 5" Viewfinder)
6x- 30' Camera Cables
3X- Hitachi Camera Control Units RU-C1 (CCU's)
3X- Bogen Tripods with wheels and Dual arms
3X- Fluid Camera Tripod heads

Video Production switcher

Echolab SE/6 2x mix/effects, 10x (8 input) with tally.
Kramer 8x8 video Router VS-808.

Character Generation

Video Toaster 4000 system.
Win 2000 Computer with Scala infochannel and power point.

Video Processing and related

Time Base Correctors (TBC's)

1. Prime Image 50II
2. Hotronic AP-41
3. For.A FA-420
4. JVC - TBC

Video Stopwatch Hortia VS-50

Waveform/ Vectorscope Hamlet 301

Various Video and Audio DA's

Lighting mixer panel 24 channel, Strand/century Mantrix 2

Audio Equipment Studio:

1-Mackie audio mixing board, 32 input, model: SR32.4
1-Compressor/Limiter DBX 116A
1-Alesis Digital Effects Microverb III
2- Telex Cordless Lapel Mics & receivers model: UR700
1-Nandy Cordless Hand Held mic & receiver model:201
-Various Handheld microphones (8x) and Laple wired mics (4x)
1- Mini Disc player/recorder Sony MDS-JE630
1-Optimus Speaker
1-Realistic stereo amplifier
1-3M stereo amplifier
2-Teac CD players P1140 & P1120
2-Optimus cassette tape players SCT-56 & SCT-53
1-Peavy mixer amplifier MX 6
2- Peavey Black widow floor monitor speakers

(continued on next page)

Production Equipment Studio asset list: (continued)

Video Recording:

Sony 3/4" Umatic VCR VO-5800
Sony 3/4" Umatic VCR VO- 9850
Sony 3/4" Umatic VCP VP-7020
Sony RM-50 Edit control unit
Panasonic SVHS VCR
ILO, DVD Recorder
Sony DVD player

10x- 14" Video Monitors Panasonic CT-1383Y and Mix of brands
1x- 19" Video Monitor

Miscellaneous studio gear:

24x- Studio Lights on studio lighting grid
Strand Century:
" " 10 - 4" SCOOPS
" " 7 - 6" FRES
" " 2- 12" FRES
Studio Lights 5 1000 watt flood lights

Other Studio Items:

2x- Bogen Remote tripods, 1- NRG battery belt
3x- Sony 8mm remote cameras
Electric piano, Acoustic Piano
floor monitor speakers, studio TV monitor 32", mic stands (various)

Other WTJR items at studio location:

1- Video Audio tool kit in case (crimp tools)
1- Engineering tool kit (hand tools)
1- Soldering tool kit
1- Video adapter case
1- Audio adapter case
Various cables.

WTJR Office assets included:

1. WTJR mailing list
2. WTJR Public file
3. WTJR webname = "wtjr.org"
4. WTJR website
5. WTJR email accounts

Exhibit 1.3
Contracts

None.

**Exhibit 1.3.1
Tower Lease**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ___ day of _____ 2006, by and between American Tower Management, LLC, a Delaware limited liability company ("Lessor"), and Christian Television Network, Inc., An Illinois corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns or operates an approximately 1597 foot (above mean sea level) broadcasting tower (the "Tower"), with the coordinates of 39-58-19.3 North Latitude, 91-19-40.4 West Longitude (NAD 83), together with associated improvements erected on the site located in or near 3420 Cannonball Road, Quincy, IL 62301 (together with the Tower and associated improvements, the "Antenna Site") [Lessor's Site Number: 50994; Name: Quincy- IL and desires to lease space at the Antenna Site for the purpose of supporting Lessee's broadcasting operations; and

WHEREAS, Lessee wishes to lease space at the Antenna Site for the purpose of supporting Lessee's broadcasting operations;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. LEASE COMMENCEMENT

1.01 Commencement of Term. The term of this Lease shall commence upon the date on which this Agreement is fully executed (the "Commencement Date"). For purposes of the foregoing, the installation of Lessee's equipment shall be deemed to have commenced upon the delivery of any item of Lessee's Property (as hereinafter defined) to the Leased Premises (as hereinafter defined).

1.02 Commencement of Rent. Lessee's obligation to make payments of Rent (as hereinafter defined) shall commence on the Commencement Date (the "Rent Commencement Date").

1.03 Exhibits. All exhibits referred to in this Lease are incorporated herein by reference.

2. DESCRIPTION OF THE LEASEHOLD.

2.01. Leased Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor:

(a) Space on the Tower for the purposes of the installation, operation and maintenance of Lessee's transmitting antenna and transmission line in connection with the operation of Channels 16, 32 DTV, and 16 analog operating at 482-488 MHz, (the "Station") and other permitted ancillary equipment, all as specifically listed and at locations described in Exhibit "A" attached hereto. The primary transmission lines shall not exceed one (1) 6 1/8" diameter transmission line.

(b) The foregoing antenna, transmission line and other equipment shall be and remain Lessee's property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation or removal of Lessee's Property, including all expenses associated with such installation or removal. The space on the Tower, and elsewhere on the Antenna Site leased hereunder shall hereinafter be called the "Leased Premises."

2.02 Access. Lessee is hereby granted access to the Leased Premises and the Antenna Site subject to the following:

(a) Tower. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessee's Property on the Tower without the prior written consent of the Lessor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such consent shall not be unreasonably withheld. Lessor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Lessee climbing the Tower or perform work on any of Lessee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Lessee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Lessee has procured and is maintaining any and all insurance required hereunder. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessor's equipment or equipment owned by other parties (whether on the Tower or otherwise on the Antenna Site) without the prior written consent of the Lessor, which consent shall be in Lessor's sole and unfettered discretion.

3. PERMITTED USES

3.01 By Lessee.

(a) The Leased Premises may be used only for broadcasting operations by Lessee associated with the Station (the "Permitted Uses") and for operations incidental thereto.

(b) Except as expressly permitted by this Lease, Lessee shall not construct or install any additional appurtenances or equipment on the Leased Premises.

3.02. By Lessor.

(a) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor reserves the right to use the Tower, at its own expense, as it sees fit, to, without limitation, change the wiring and location of any equipment (including any transmission wires) pertaining thereto (other than Lessee's Property) and to fasten additional equipment thereto for any purpose, including the right to install transmitting antennas of others.

(b) Subject to the rights elsewhere granted to Lessee in this Lease and to Lessor's obligations to Lessee pursuant to Section 11 of this Lease, Lessor shall have the right to use for itself, or to lease to others, the remainder of the Antenna Site (including, without limitation, space on the Tower or in any building constructed by Lessor) for any purpose, including, without limitation, any kind of broadcasting or communication, simultaneous transmissions on AM, FM, SSB, VHF, UHF and/or microwave frequencies, and all rental revenues received therefrom shall belong exclusively to Lessor.

(c) Lessor also expressly reserves the right to erect one or more additional towers on the Antenna Site, subject to Lessor's obligations to Lessee pursuant to Section 11 of this Lease.

(d) Notwithstanding anything to the contrary herein, Lessee acknowledges and agrees that the Lessor reserves the right, as Lessor sees fit in its sole discretion, to replace or rebuild an existing tower or the top of any tower, provided, however, that in the event of such tower replacement, Lessor shall provide Lessee with suitable space at the Antenna Site during the construction period to allow Lessee to continue the Permitted Uses and Lessor shall be solely responsible for the costs associated with removing and re-installing the Lessee's Property on the replacement tower.

(e) In no event shall Lessee's rent be abated in any manner during any period of construction of the tower or candelabra so long as Lessee is capable of continuing to operate its equipment from a temporary location on the Antenna Site or another Lessor-owned tower structure. Lessee acknowledges and agrees that it will reasonably cooperate with the Lessor in any actions, filings, or permits, which may be required for Lessor to exercise its rights under this Section 3.02.

4. TERM

4.01. Term. This Lease shall have an initial term (the "Initial Term") of three (3) years beginning on the Commencement Date. The term of this Lease shall automatically renew, on the same terms and conditions herein contained, for five (5) additional periods (the "Renewal Term") of three (3) years each, unless either party hereto provides written notice to the other party of its intent not to so renew the term of this Lease at least ninety (90) days prior to end of the present term. The Initial Term, together with the Renewal Terms, shall hereinafter be collectively referred to as the "Term." Each consecutive 12-month period beginning on the Commencement Date shall be referred to as a "Lease Year".

4.02 Exceptions to Term. Notwithstanding the provisions of Section 4.01 or anything to the contrary in this Lease, in the event that Lessor's use of the Antenna Site, or Lessor's Building is subject to the terms and provisions of an easement, ground lease, license, or right of way (hereinafter collectively referred to as an "Underlying Lease") which expires prior to the expiration of the Term of this Lease, and which, if expired, would result in Lessor being unable to continue to lease the Leased Premises to Lessee, this Lease shall automatically terminate upon the expiration or sooner termination of the Underlying Lease. Lessor agrees that it will not do anything concerning an Underlying Lease to cause any such Underlying Lease to be prematurely terminated. Lessor hereby warrants and agrees that it shall exercise any renewal or extension options available to it pursuant to any Underlying Lease.

5. RENT

5.01 Base Rent. Commencing on the Commencement Date and thereafter on the first day of each month during the Term of this Lease, Lessee shall pay to Lessor as base rent ("Rent") the amount of Seven Thousand and 00/100 Dollars (\$7,000.00), such rental payments to be made without notice or demand and without any setoff or deduction whatsoever. In addition, Lessee shall pay all sales, use, occupancy or other comparable taxes, assessed or imposed from time to time by the state in which the Antenna Site is located or by any other governmental authority upon any payments characterized as "rent" under this Lease. In the event that the Commencement Date does not occur on the first day of a calendar month, Rent for such partial calendar month shall be prorated on a per diem basis. The Rent stated herein shall be increased beginning with the second Lease Year of the Term and every Lease Year thereafter throughout the Term hereunder, by the greater of (i) 3% or (ii) the increase in the Consumer Price Index for

All Urban Consumers, U.S. City average, as provided by the United States Department of Labor, Bureau of Labor Statistics. The first CPI adjustment shall be computed by comparing the CPI value published for the month immediately preceding the month during which the first Lease Year occurs with the CPI value published for the month immediately preceding the month during which the second Lease Year commences. For each subsequent Lease Year, the CPI adjustment shall be calculated by comparing the CPI values published for the same months as those used above (for example, if the first Lease Year commences in February, 2000, the CPI values which will be used in calculating the first CPI adjustment will be those published in January, 2000, and January, 2001, and all future calculations will involve the CPI values for the Januaries of succeeding years). In the event that the CPI values are no longer published, Lessor shall choose a substantially similar index with which to calculate increases.

5.02 Payment of Rentals. Unless otherwise specified herein, Rent and any additional rent to be paid hereunder shall be paid in lawful money of the United States of America in advance on the first day of each month during the Term by mailing payment to the Lessor at American Tower Corporation, Dept 5305, PO Box 30000, Hartford, CT 06150-5305, or to such other party or address as Lessor may in writing direct.

5.03 Lessee's Use of Electricity and Other Utilities. Intentionally Omitted

5.04 Lessee's Taxes and Fees. Lessee shall cooperate with Lessor to ensure that Lessee's Property is properly separated from property of Lessor.

5.05 Lessee's Pro-rata Share of All Common Expenses. Intentionally Omitted.

5.06 Holding Over. If Lessee remains in possession of the Leased Premises or any part thereof after the expiration of this Lease, such occupancy shall be a tenancy from month to month at a monthly Rent equal to 150% of the monthly installment of Rent for the last full month of the Term of this Lease, plus all other charges or additional rent payable hereunder. The foregoing provisions of this Section 5.06 shall neither be construed to give the Lessee any right to remain in possession of the Leased Premises or any part thereof after such expiration date, nor to waive any of Lessor's rights under this Lease to collect any direct damages to which Lessor may be entitled.

6. AUTHORITY

6.01 Quiet Enjoyment. Lessor represents and warrants that it has the authority to enter into this Lease, and covenants and agrees that Lessee, upon paying the rents described herein and observing and keeping the covenants, agreements and stipulations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Lessor.

6.02. Lessee's Approval. Lessee represents and warrants that it has the full corporate power and authority to enter into and perform this Lease.

7. PERMITS

7.01 Lessee's Permits. Lessee shall obtain, at its sole cost and expense, any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of Lessee's Property or with any of its activities on

the Leased Premises or contemplated by this Lease. Lessee shall furnish Lessor with copies of all such licenses, permits or other authorizations and shall abide by the terms and provisions therein. If, for any reason, any governmental authority should fail to issue, extend or renew a license or permit to Lessee to use the Tower for Lessee's Permitted Uses due to no fault or act (or failure to act) on the part of Lessee, or should prohibit the use of the Tower for such purposes so that the purpose of this Lease is substantially frustrated, then and in those events this Lease shall terminate and, subject to the requirement that Lessee must pay Rent until such time as Lessee's Property is removed from the Leased Premises upon expiration or earlier termination of this Lease, neither party shall have any further obligations to the other hereunder. In the event that such failure to acquire, or loss of, such license or permit has occurred due to the fault or act (or failure to act) on the part of Lessee, then Lessee shall not be relieved of its obligations to make rental payments hereunder until such time as this Lease is terminated in accordance with its terms.

7.02 Lessor's Permits. Except as otherwise provided in Section 7.01, Lessor shall obtain, at its sole cost and expense (except that the expenses associated with any installation, alteration or replacement performed by Lessor to accommodate the Lessee's Property shall be borne by the Lessee), any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of the Tower or the Antenna Site by Lessor or with any of Lessor's activities thereon contemplated authorizations and shall abide by the terms and provisions therein. Upon Lessee's request, Lessor shall furnish Lessee with copies of such licenses, permits or other authorization.

7.03. Final Zoning Approval. Notwithstanding anything to the contrary herein, in the event that any license, permit, or other authorization required for Lessor's use of, operation of or right to license space to Lessee at the Antenna Site is challenged by any governmental authority or third party as part of any governmental, regulatory or legal proceeding, Lessee acknowledges that (i) Lessor shall reserve the right to withhold its approval of Lessee's installation or modification of its equipment at the Antenna Site until such time as said challenge has been finally adjudicated and Lessor prevails, and, (ii) following prior written notice to Lessor specifically referencing this Subsection, Lessee may elect to install its equipment on the Tower at its sole cost and risk and acknowledges that in the event of a governmental or legal order requiring the removal of Lessee's equipment from the Tower that Lessee shall do so promptly at its sole cost and expense. Lessor shall not be responsible to Lessee for any delay in the construction of the Tower which prevents or delays Lessee's installation on the Commencement Date or requires that Lessee remove its equipment from the Tower, provided that such delay or removal is caused by any governmental action, court order or other circumstance which is beyond the reasonable control of the Lessor. In the event that the Lessee is unable to install or utilize its equipment pursuant to any of the circumstances described in this subsection (excluding termination of this Agreement), (i) the Rent shall be abated for any such period of delay or inability of Lessee to operate its equipment from the Antenna Site, and (ii) if Lessee is unable to operate from the Antenna Site for a period of six (6) months or more, Lessee shall have the right (but not the obligation) to terminate this Agreement by written notice to Lessor, effective upon receipt, at any time prior to the date upon which Lessee is authorized by the applicable governmental entity to begin or resume operations from the Antenna Site in accordance with this Agreement. In the event of a final and adverse adjudication by a governmental entity with

authority over such matters, which adjudication requires Lessor to remove the Tower or Lessee's equipment from the Tower, this Agreement, following such removal, shall automatically terminate and neither party shall have any further obligation to the other hereunder. Any obligations which accrued prior to such termination shall survive any such termination.

8. MAINTENANCE OF LEASED PREMISES AND LESSEE'S PROPERTY

8.01. During Term of Lease.

(a) Lessee, at its sole cost and expense, and subject to the requirements of this Lease, shall maintain and repair Lessee's Property. Lessee shall take all reasonable precautions to avoid interference with or hindrance to the operations of Lessor or any other lessee or user of the Tower and Antenna Site in accordance with Section 11 herein.

(b) With respect to non-emergency repairs which Lessor reasonably determines that Lessee is required to perform to maintain Lessee's Property, Lessor shall so notify Lessee in writing, reasonably specifying the maintenance and repairs required to be performed by Lessee. In the event that Lessee shall not have performed such maintenance and repairs within thirty (30) days following such written notice, Lessor may, at its sole option but without obligation therefor, make such repairs as it deems reasonably necessary and any amount expended by Lessor therefor shall be reimbursed to it by Lessee within thirty (30) days following presentation of a statement therefor and shall be deemed additional rent hereunder. Lessor shall not be liable for inconvenience, disturbance, loss of business or any other damages to Lessee by reason of repairing Lessee's Property which Lessee has failed to properly maintain hereunder.

(c) Subject to the provisions of Sections 2, 10, 11 and 12 hereof, no work (including, without limitation, electrical work) will be performed by Lessee or others in connection with the installation, alteration, maintenance, repair or removal of any of the utilities serving the Leased Premises or the transmission lines (whether on the Tower or in or to the Building), without the prior, written consent of Lessor, which consent shall be in Lessor's sole and unfettered discretion. As a prerequisite to Lessor granting any such consent, Lessee shall comply with the requirements of Section 10.01 below.

(d) Any work to be performed by or on behalf of Lessee in connection with the installation, alteration, maintenance, repair or removal of any equipment on the Tower (including any ascension of the Tower) or in or about the Antenna Site may only be performed by (i) a qualified employee of the Lessee, (ii) a contractor chosen from a list of Lessor's "Qualified Suppliers," if any, or, (iii) a qualified contractor (but in the event of a contractor whose work involves climbing the tower structure, a certified contractor) approved in advance by Lessor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such approval shall not be unreasonably withheld; provided, that Lessor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Lessee climbing the Tower or perform work on any of Lessee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Lessee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Lessee has procured and is maintaining any and all insurance required hereunder. Lessee shall be responsible for causing such contractor to deliver to Lessor a certificate of insurance at the coverage limits described in Section 12, naming Lessee and Lessor as additional

insured, prior to the commencement of any work on behalf of the Lessee. In no event will any person be allowed to perform any work on the Tower without said evidence of said insurance and evidence that such person is aware of, understands and agrees to adhere to the requirements of all relevant statutes, regulations, ordinances or other governmental requirement governing the Tower.

(e) All work by or on behalf of Lessee shall be carried out (i) in a good and workmanlike manner, (ii) in accordance with recognized engineering standards and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the Occupational Safety and Health Administration ("OSHA") and/or the Federal Communications Commission ("FCC") implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (iii) in accordance with Lessor's security and safety procedures with respect to protection of persons and the Antenna Site, and (iv) in accordance with the provisions of subsections (a), (b), (c), (d), and (e) hereof.

(f) Notwithstanding the receipt of the approvals by Lessor as required in this Section, Lessee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Lessor under this Lease.

(g) Lessee is not required by any provision herein to construct any improvements on the Leased Premises; accordingly, no lien for materials or services provided to the Leased Premises shall attach to Lessor's interest in the Leased Premises. In the event that any lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Lessee, the same shall be discharged by Lessee (by bond, payment or as otherwise provided by law) within thirty (30) days thereafter at Lessee's sole cost and expense, and if Lessee shall fail to take such action as shall cause such lien to be so discharged within such thirty (30) days, Lessor may, at its option but without obligation therefor, discharge the same by payment, deposit or by bonding proceedings. Lessor may, at its option but without obligation therefor, require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Lessor shall give immediate notice to Lessee of such pending action or proceeding so that Lessee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Lessee, a judgment is recovered on the claim, Lessor, at its sole option but without obligation therefor, may pay the judgment. Any amount paid or expense incurred or sum of money paid by Lessor (including the total amount claimed by the lienor and reasonable attorney's fees) by reason of the failure of Lessee to comply with the foregoing provisions of this Section, or in defending any such action, shall be paid to Lessor by Lessee within thirty (30) days following presentation of a statement therefor, and shall be treated as additional rent hereunder.

8.02 At Expiration or Termination. At the expiration or sooner termination of the Term, Lessee shall promptly surrender possession of the Leased Premises to Lessor in substantially as good a condition as the same were received on the Commencement Date, reasonable wear and tear and damage by casualty excepted. Following such expiration or sooner termination, Lessee shall execute and deliver to Lessor documents, in recordable form, evidencing the release of any instruments of record evidencing this Lease within fifteen (15) days following receipt by Lessee of such document. In the event Lessee fails to so deliver any such document, Lessee does hereby appoint Lessor as Lessee's attorney-in-fact to execute and

deliver any such document Lessor requires. Anything to the contrary herein notwithstanding and unless otherwise agreed to in writing, Lessee shall be and shall remain obligated to make rental and any other payments hereunder until such time as Lessee's Property is removed from the Antenna Site.

8.03 Site Access and Control. Lessor agrees to conform the Tower to meet applicable Federal and State regulations, including Federal Aviation Administration ("FAA") and Environmental Protection Agency ("EPA") regulations as they apply to the operation of broadcasting stations whose facilities produce non-ionizing radio emissions. Lessor will permit the installation of signs by Lessee warning of radiation levels from its facility at appropriate levels on or within the Tower structure so as to be clearly visible by climbing personnel. Lessor will take reasonable steps to prevent unauthorized parties from entering the Leased Premises.

9. USE AND MAINTENANCE OF COMMON PREMISES.

9.01. Use of Common Premises. Lessee shall have the non-exclusive right to use, in connection with Lessee's Permitted Uses and in common with Lessor and its Lessees, invitees and lessees or other users of the Antenna Site: (a) the primary access road on the Antenna Site from the public highway to the Leased Premises; and, (b) any parking lots, walkways and other common areas situated on the Antenna Site, to the extent that Lessor has the right to grant such use rights to Lessee.

9.02. Maintenance of Common Premises. Lessor shall maintain the primary access road, the common areas under Lessor's control, and the fence around the Tower in good repair. Lessor assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R. §17.21 et seq. of the FCC rules and regulations regarding obstruction, marking and lighting of the Tower, subject to FCC approval pursuant to 47 C.F.R. §73.1213. Lessee shall comply with any security and safety policies established by Lessor.

9.03 Maintenance of Tower. Lessor shall maintain the Tower and support systems (including but not limited to foundations and guy wires) in good repair and in good operating condition, including, but not limited to, the painting and lighting thereof, in accordance with the requirements of governmental authorities.

9.04 Maintenance of Building. Intentionally Omitted.

9.05 Performance of Work. In the event that Lessor determines that repairs, alterations or improvements are necessary or desirable to the Tower, any building constructed by Lessor or others on the Antenna Site, any common areas, or the spaces of other lessees or other users of the Antenna Site, Lessor may, upon reasonable notice (except for emergency situations, where no such notice shall be required), close entrances, doors, common areas, drive-ways, rights-of-way, service areas, parking areas or any other facilities at its discretion without being liable to Lessee. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations or improvements described herein shall, under no circumstances, constitute an eviction of the Lessee or be grounds for termination of this Lease or the withholding of any rental payments or other payments or performances required to be paid or made by Lessee under the terms hereof. Lessor will perform any such repairs, alterations or improvements as expeditiously as possible and in a manner to minimize any loss or damage to Lessee. Under no such circumstances shall Lessee be entitled to terminate this Lease nor shall it be entitled to compensation for any loss or damage it may sustain (including, but not limited to, loss of use, loss of advertising/sponsorship revenues and/or consequential damages) by reason of such repairs, alterations or improvements.

10. ALTERATIONS BY LESSEE

10.01. Alterations. Lessee shall have the right, at its own cost and expense and subject to the provisions of Sections 2, 8, 11 and 12 hereof, to make changes and alterations to Lessee's Property situated on the Tower, including the renovation, replacement or removal of its antenna; provided, however, that such changes or alterations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over such changes or alterations or over Lessee; and provided further, that plans and specifications are first submitted to and approved, in writing and in advance, by Lessor as provided for elsewhere in this Lease. Lessee shall make no changes in the Tower, equipment or equipment position without the prior written approval of Lessor, in Lessor's sole and unfettered discretion. Anything to the contrary herein notwithstanding, in no event may Lessee install or replace any of Lessee's Property on the Tower with any equipment which exceeds the wind-loading requirements and specifications of the equipment permitted under Section 2.01(a) herein.

Before Lessee shall make any changes or alterations to or on the Leased Premises or to or on the Tower, notification of the particulars of such proposed change or alteration, together with full mechanical and electrical engineering details shall be submitted to Lessor and Lessor will be requested to advise in writing Lessee, within twenty (20) business days after receipt of such notification, whether Lessor has any objections thereto based upon the structural limitations of the Tower. If Lessor shall object within this period to such plans and Lessee is unwilling to alter its plans to meet the objections, the dispute shall be submitted to a structural engineering firm chosen by Lessor and a structural analysis shall be performed. The decision of such structural engineering firm shall be final and binding upon all parties. The reasonable cost of any such analyses shall be borne by Lessee.

The parties hereto acknowledge and agree that this Lease is based upon carefully computed tower loading capacity. If any change or alteration proposed by Lessee in the type, location or positioning of Lessee's Property should, in Lessor's judgment, require a computer or other type of feasibility study to determine Tower loading capacity associated with such proposed change or alteration, such study shall be performed by an engineer approved by Lessor, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Lessor in determining the feasibility of any proposed change or alteration in the type, location or positioning of Lessee's Property shall be borne entirely by Lessee and Lessee shall immediately reimburse Lessor for such expense and shall be deemed additional rent hereunder.

10.02 Installation of New Utilities by Lessee. Except as otherwise mutually agreed to in writing by the parties and subject to the required approvals and cooperation of any governmental authority or public utilities, Lessee shall arrange and be responsible for the installation and provision of any additional electrical and telephone lines or other utilities serving Lessee's Property and Building. Lessee shall be responsible for the procurement of and payment for all utility services described in Section 5.03 hereof.

11. INTERFERENCE.

11.01 Interference with Lessor, Lessee or Others. In the event that Lessor, Lessee or any other lessee or user of space on the Tower should change their facilities or their mode of operation, or should any such party fail to comply with the Maintenance Standards (as defined herein), and such change or failure to comply results in any objectionable electrical or

physical interference (including interference from any other structure erected on the Antenna Site) to the broadcasting operations or other permitted operations of any such parties, the party causing the interference shall, immediately upon notification of such interference and at its sole cost and expense, take all steps as may be reasonably required to correct such interference. All steps taken shall be subject to the provisions of Sections 11.02 and 11.03 of this Lease. If such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards (as hereinafter defined) then the party suffering the interference will, at its sole cost and expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Section, shall be submitted to an independent professional engineer mutually chosen by Lessor and Lessee and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or mode of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or modes of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Any subsequent lease or agreement made by Lessor with any other person for use of tower space shall contain provisions substantially similar to those provisions contained in this Section 11.

11.02. Interference by Other User. Any new or modified use of the Tower, subsequent to the Commencement Date hereof, pursuant to which Lessor allows any other person to install equipment on or commence operation from any portion of the Antenna Site after the initial installation (or subsequent modification, if any) of Lessee's Property shall provide that should the installation, operation or maintenance of the equipment, or the activities, of such other person cause any objectionable interference with the broadcasting operations of Lessee, then, immediately upon notification to Lessor of such interference, Lessor will use its best efforts to ensure that such other lessee or user, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment; provided, however, that if such interference is caused by the failure of Lessee to comply with the Maintenance Standards, as hereinafter defined, Lessee will, immediately and at its sole cost and expense, comply with such Maintenance Standards.

11.03. Interference with Prior Users. Should Lessee's Property or its operations (including subsequent modifications, if any) cause any objectionable interference with the operations of any other pre-existing equipment at the Antenna Site (whether owned by Lessor or a third party), then, immediately upon notification to Lessee of such interference, Lessee, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation to, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment, provided, however, that if such interference is caused by the failure of Lessor or such other lessee to comply with the Maintenance Standards, as hereinafter defined, Lessor will, immediately and at its sole cost and expense, comply with such Maintenance Standards or will use its best efforts to cause such other lessee, immediately and at its own cost and expense, to comply with such Maintenance Standards.

11.04. Definition of "Maintenance Standards". For the purposes of this Lease, compliance with "Maintenance Standards" shall mean that a lessee or user of the Tower shall: (a)

maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of any governmental authorities having jurisdiction over such maintenance and operation (including, without limitation, any rules, regulations, procedures or guidelines promulgated by OSHA or those of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation) and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with established and recognized engineering practice; and, (c) in conjunction with other broadcast or telecommunication entities which may transmit from the Antenna Site, reduce power or terminate its operations temporarily to prevent possible overexposure of worker to RF radiation.

12. INSURANCE; DAMAGE

12.01. Public Liability. Lessee shall procure and maintain comprehensive public liability insurance, from a company licensed to do business in the State or Commonwealth in which the Leased Premises is located, covering all of the Lessee's operations and activities on the Leased Premises, including, but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment and including contractual liability, with limits of liability for the first five (5) years of the Term of this Lease of not less than \$2,000,000.00 for injury to or death of one person in any occurrence, not less than \$2,000,000.00 for injury to or death of more than one person in any occurrence, and not less than \$1,000,000.00 to cover property damage, with a liability umbrella of not less than \$5,000,000.00. In addition, Lessee shall procure and maintain all statutory coverages, including, without limitation, worker's compensation. All policies required herein shall name Lessor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days' prior notice to Lessor. Certificates evidencing such insurance shall be furnished to Lessor within ten (10) days following the Commencement Date and, thereafter, upon Lessor's reasonable request. The amounts specified hereunder shall be revised every five (5) years to such amounts as Lessor may reasonably require upon the advice of its insurance consultants. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Lessee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Lease or relieve Lessee from any obligations under this Lease.

12.02. Contractor Liability. Lessee shall cause all contractors erecting, installing or maintaining Lessee's Property, or performing any other work for Lessee on the Antenna Site, to procure insurance coverage from a company licensed to do business in the State or Commonwealth in which the Leased Premises is located in accordance with the coverage limits described above at Section 12.01. All policies required herein shall name Lessor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days' prior notice to Lessor. Certificates evidencing such insurance and naming Lessee and Lessor as additional insured parties shall be furnished to Lessor in advance of any work being performed at the Antenna Site. Lessee shall be solely responsible and liable to Lessor for Lessee's failure to obtain or deliver to Lessor the required insurance certificates from Lessee's contractor.

12.03. Tower Insurance. Lessor shall procure and maintain physical damage insurance on the Tower in an amount sufficient to repair or replace the Tower, with such coverage to be on an "All Risk" basis, including coverage for the perils of fire, lightning,

windstorm, hail, flood (where insurable), earthquake (where insurable), collapse, explosion, aircraft and vehicle damage, vandalism, malicious mischief, riot and civil commotion. Lessor's insurance coverage shall not extend to any of Lessee's Property, and Lessee shall be solely responsible for insurance on such equipment and personal property, together with business interruption insurance. Notwithstanding anything to the contrary, Lessor may provide all or some of its insurance coverage limits required under this Lease through an umbrella policy.

12.04 Waiver of Certain Damages. Notwithstanding anything to the contrary herein, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party.

12.05 Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents from any claims for damages to any person or to the Leased Premises or to Lessee's Property thereon or therein caused by, or resulting from, risks insured against under any insurance policies carried by the parties or either of them and in force at the time of such damage. Lessor and Lessee shall cause each insurance policy which they respectively obtain to provide that the insurer waives all right of recovery by way of subrogation against the other in connection with any damage covered by such policy.

12.06. Tower Damage. In the event that the Tower is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessor shall, unless it shall elect to terminate the term of this Lease as hereinafter provided, promptly reconstruct or repair the Tower to substantially the same condition as existed before the destruction or damage, and upon completion, shall give possession to Lessee of substantially the same space leased hereunder. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's Property, then Lessor may, upon giving written notice to Lessee, remove any Lessee's Property and interrupt the signal activity of Lessee. In such event Lessor will use reasonable efforts to have Lessee's Property replaced as soon as reasonably possible. Lessee will be afforded the right, at Lessee's sole cost and expense, to install temporary facilities pending repairs, provided such temporary facilities do not interfere in any way with the construction, rebuilding or operation of the Tower. Lessor agrees to provide Lessee with alternative space, if available, on the Tower (or if not available on the Tower, on any other available tower space owned or operated by Lessor in the market area, if any) during such reconstruction/repair period. If Lessor elects not to restore the Tower within six (6) months from the date of any casualty, Lessor may, by notice to Lessee, terminate this Lease on the date (not less than thirty (30) days thereafter) set forth in such notice. Should Lessor not substantially restore or replace the Tower in a fashion sufficient to allow Lessee to replace Lessee's Property thereon within six (6) months of the date of casualty (or for such additional period of time so long as Lessor is diligently pursuing such reconstruction), then Lessee may, by notice to Lessor, terminate this Lease on the date (not less than thirty (30) days thereafter) set forth in such notice. The rent under Section 5.01 shall be abated during any period that the Lessee can not operate its services from the Antenna Site or alternative Lessor-owned site following an event described herein.

13. EMINENT DOMAIN

In the event that the Antenna Site (or any portion of the Antenna Site necessary for the

Tower, guy wires or other appurtenances necessary to Lessee's broadcasting operations) is taken, acquired, transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligations of the parties under this Lease shall be terminated as of the date the transfer of title to the Antenna Site (or any portion thereof) pursuant to such taking, acquisition or transfer. Lessor shall be entitled to the entire condemnation award. Lessee may claim and recover from the condemning authority an award for Lessee's moving expenses, business dislocation expenses, Lessee's personal property and fixtures and the unamortized costs of leasehold improvements paid by Lessee, and all other rights in equity to which Lessee is otherwise entitled. If Lessor determines to build a new tower as a replacement for the Tower on the condemned property, Lessor agrees to provide space on the new tower reasonably comparable to the space leased to Lessee pursuant to this Lease on terms reasonably equivalent to the terms of this Lease. Lessee is under no obligation to accept any space provided by Lessor. In the event that this Lease is terminated due to eminent domain proceedings, then Lessee shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this Lease, and, subject to offset or withholding by Lessor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Lessee shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the Lease through such date of termination.

14. SUCCESSORS AND ASSIGNMENT

14.01. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of Section 14.02, extend to and bind the several and respective successors and assigns of the parties hereto.

14.02. Assignment. Lessee may not assign, sublease, sublicense or otherwise transfer all or any interest under this Lease (including, without limitation, diplexing of transmitter outputs, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion. Notwithstanding the foregoing and so long as Lessee is not then in default, Lessee may assign this Lease as a whole without Lessor's prior consent to: (i) any corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (ii) any corporation or other entity resulting from the merger or consolidation of Lessee; (iii) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Lessee and (iv) any corporation or other entity which acquires the FCC license of the broadcast station operating under the terms of this Lease. Any such assignment shall require not less than thirty (30) days prior written notice to Lessor and shall include an executed instrument by which such assignee assumes, in full and in writing, the obligations of Lessee under the Lease. Lessor may assign or transfer this Lease without the consent of Lessee, but shall notify Lessee following any such transfer or assignment.

15. RIGHT TO REMOVE LESSEE'S PROPERTY AT END OF TERM.

Provided Lessee is not in default of its obligations hereunder, upon the expiration of the Term hereof, or in the event either party elects to terminate this Lease in accordance with the provisions herein, Lessee shall have the right to remove Lessee's Property from the Leased

Premises (other than any fixtures attached thereto; it being specifically understood and agreed that Lessee's antennas, transmitters, transmission lines and similar broadcasting equipment shall not be deemed fixtures) within ninety (90) days of expiration or other termination of this Lease. Such removal shall be conducted in accordance with Sections 8, 10, 11 and 12 hereof. Lessee shall promptly repair any and all damage caused by such removal. Any of Lessee's Property remaining on the Leased Premises after the expiration of the ninety (90) day period shall be deemed to be the property of Lessor, which Lessor may have removed and/or stored at Lessee's expense.

16. LESSEE'S DEFAULT

16.01. Default by Lessee. The following shall be considered events of default (each an "Event of Default") under this Lease: (i) if Lessee shall default in making any payment herein provided for, and any such default shall continue for a period of ten (10) days after written notice to Lessee; (ii) if Lessee shall default in the performance of any obligation of Lessee herein (other than payment of money) and any such default shall continue for a period of thirty (30) days after written notice to Lessee; (iii) if the Leased Premises or any part thereof shall be abandoned; (iv) if Lessee shall file a voluntary petition in bankruptcy; (v) if Lessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made seeking to effect its reorganization or a composition with its creditors; (vi) if in any proceedings based on the insolvency of Lessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Lessee or the Leased Premises; (vii) if any proceedings shall be commenced for the reorganization of Lessee; (viii) if the leasehold estate created hereby shall be taken on execution or by any process of law; (ix) if Lessee shall admit in writing its inability to pay its obligations generally as they become due. Upon the occurrence of an event of default, Lessor may, at its option but without obligation therefor, terminate this Lease and declare all amounts due or to become due hereunder immediately due and payable and Lessor's agents and servants may after any such cure period, or at any time thereafter, re-enter the Leased Premises by summary proceedings (or otherwise pursuant to the law), and remove all persons and property therein, without being liable for indictment, prosecution or damage therefor. Lessor may, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Leased Premises (or any part thereof) and, so long as such new lessee's equipment could not have been otherwise accommodated on the Tower without the use of the Leased Premises, Lessor shall apply any moneys collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the premises in rentable condition (including any leasing commission), and third to the payment of rent due hereunder, and any other damages due to the Lessor. Any surplus remaining thereafter shall be paid to Lessee and Lessee shall remain liable for any deficiency in rental, the amount of which deficiency shall be paid promptly upon demand therefore to Lessor.

Should Lessor re-enter and terminate according to the provisions of this subsection, Lessor may remove and store the Lessee's Property at the expense and for the account of Lessee, without being liable for indictment, prosecution or damage therefor. Alternatively, Lessor may sell, or cause to be sold, Lessee's Property at public sale to the highest bidder for cash, and remove from the proceeds of such sale the costs and expenses of such sale and then any rent or other payment then due Lessor under this Lease. Any disposition of Lessee's Property pursuant hereto shall be made in a commercially reasonable manner within the meaning of the Uniform

Commercial Code as in effect in the state in which the Antenna Site is located at the time of such disposition. Lessor shall give written notice to Lessee of any such public sale.

17. INDEMNIFICATION

17.01. Mutual Indemnification. Subject to the limitations described in Sections 17.04 and 19.10 below, each party (the "Indemnifying Party") agrees to indemnify and defend the other party against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising (a) out of any breach by the Indemnifying Party of its warranties, representations or covenants under this Lease; (b) out of the use, management or occupancy of the Leased Premises or Antenna Site by the Indemnifying Party, its agents or invitees; (c) out of any acts, omissions, neglect or fault of Indemnifying Party, its agents, servants, contractors, employees, or invitees; (d) out of failure of the Indemnifying Party to comply with any relevant statutes, regulations or ordinances; (e) out of the Indemnifying Party's failure to comply with the Maintenance Standards; and (f) out of the Indemnifying Party's failure to comply with any of its other obligations under the terms of this Lease.

17.02. Procedures for Indemnification. Any party seeking indemnification hereunder ("Indemnified Party") shall provide the Indemnifying Party reasonably prompt notice of known circumstances giving rise to any claim for indemnity and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested and without charge.

17.03 Express Negligence. THE FOREGOING INDEMNITIES SET FORTH IN THIS SECTION 17 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

17.04 Limitations. Neither party shall be liable or responsible to the other party, or to anyone claiming under or through the other party, for any damage or loss caused by or arising from any claim attributable to any acts or omissions of other lessees or other users of the Tower or the Antenna Site, or for the malfunction or failure of any utility, facility or installation, or for the destruction or damage to the Tower, except to the extent caused by the gross negligence or willful misconduct of such party. Anything to the contrary herein notwithstanding, each party hereto hereby waives the right to recover consequential (including lost profits), punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by the other party in a third-party proceeding.

17.05 Survival. The provisions of this Section 17 shall survive the termination of this Lease with respect to any events during the Term, whether or not claims relating thereto are asserted before or after expiration or termination thereof.

18. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION

18.01. Estoppel Certificate. Within ten (10) days after Lessor's request, Lessee shall deliver, executed in recordable form, a certificate to any party designated by Lessor: (a) ratifying this Lease; (b) stating the Commencement Date and expiration date; and (c) certifying, (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Lessor have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this Lease by Lessor exist (or stating those claimed), (iv) the amount of advance rent, if any, paid by Lessee, (v) the date to which rent has been paid, and, (vi) such other information as Lessor reasonably requires. Parties receiving such statements shall be entitled to rely upon them. In the event that Lessee requests Lessor's execution of a Landlord's waiver, an estoppel certificate or Lessor's consent to any assignment of this Lease, Lessee shall be required to pay Lessor an administrative fee of \$500.00, irrespective of whether or not Lessor ultimately decides to consent to any such assignment.

18.02. Attornment. In the event of a sale or assignment of Lessor's interest in the Leased Premises, the Tower or the Antenna Site, or if the Leased Premises, the Tower or the Antenna Site comes into the hands of a mortgagee or any other party (whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, or otherwise), Lessee shall attorn to the purchaser or such mortgagee or other party and recognize the same as lessor hereunder, provided that such mortgagee or other party agrees not to disturb Lessee's interest in the Leased Premises arising from the Lease so long as Lessee continues to perform its obligations according to the terms hereof. Lessee shall execute, at Lessor's request, any agreement reasonably required by any mortgagee or other such party confirming such attornment. Following any such attornment, Lessor shall be relieved of any and all liabilities thereafter arising and Lessee agrees to look solely to such Purchaser, Mortgagee or other party as the Lessor hereunder.

18.03. Subordination of Lease. The rights of Lessee hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or other security interest placed upon the Antenna Site by Lessor during or before the term of this Lease, and if requested by Lessor, Lessee will execute a subordination agreement pursuant to which any interest Lessee may have in the Leased Premises by reason of this Lease is subordinated to a mortgage lien or other security interest granted in favor of Lessor's lenders. Lessor shall use its best efforts to have the lender agree not to disturb Lessee's interest in the Leased Premises arising from this Lease so long as Lessee continues to perform its obligations according to the terms hereof.

18.04. Failure to Execute Instruments. Lessee's failure, without good and reasonable cause, to execute instruments or certificates provided for in this Section 18, within thirty (30) days after receipt by Lessee of a written request therefor, shall be an Event of Default under this Lease.

18.05 Recordation of Memorandum. At either party's request and expense, each party agrees to execute a memorandum of agreement of this Lease in a form acceptable to both parties, provided that in the event that the Lessee requests that Lessor obtain a memorandum of agreement for any Underlying Lease, Lessee shall be solely responsible for all reasonable costs and expenses incurred by Lessor in its attempt to obtain such execution by the lessor of such Underlying Lease and Lessor shall in no event be required to undertake any additional obligation or accept any condition imposed by the lessor of the Underlying Lease, Lessee, or other authority

which Lessor deems, in its sole discretion, to be unacceptable. Lessee agrees to provide Lessor with a certified copy of any such memorandum with five (5) business days following any recordation of such memorandum.

19. MISCELLANEOUS

19.01. Relationship of Parties. Nothing contained herein and no acts of the parties herein shall be deemed or construed as creating any relationship between the parties hereto other than the relationship of lessor and lessee or landlord and tenant. Lessee's acceptance of possession of the Leased Premises shall constitute Lessee's acknowledgment and agreement that the Leased Premises are acceptable and reasonably suitable for Lessee's purposes.

19.02. Governing Law. This Lease shall be governed and construed and enforced in accordance with the laws of the state in which the Antenna Site is located and Lessee agrees to submit to the jurisdiction of the courts located in said state for the purpose of any state court actions and/or federal court actions.

19.03. Captions. The captions contained in this Lease are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Lease.

19.04. Amendments. This Lease only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.

19.05. Interest and Attorney's Fees. All sums becoming due or payable under this Lease, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of eighteen percent (18%) per annum (or at such lesser rate which is the highest amount permitted by applicable law) from thirty (30) days after the date such sums become due or payable or, in the event one of the parties expends money because of a default by the other, from the date the non-defaulting party delivers written notice that such money was expended.

The prevailing party shall be entitled to its reasonable attorneys' fees and costs to collect any payment or to compel any performance ultimately held to be due under the provisions of this Lease.

19.06. Brokers and Third Parties. Each party represents that it has not had dealings with any real estate broker or other party who may claim a commission or finders' fee with respect to this Lease. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other party with whom the indemnifying party has or purportedly has dealt.

19.07. Notices. All notices, demands and communications of any kind between the Parties, whether obligatory or discretionary under the terms of this Lease, shall be in writing (including telecopier facsimile or similar writing), addressed to the Party at the address or number set forth below (or to such other address as either Party may request by notifying the other Party in writing) and shall be served upon such other party by: (i) Personal service, whereupon service shall be deemed complete upon such personal service; (ii) Telecopier transmission, whereupon service shall be deemed complete upon sending such telecopier transmission, along with sending a copy of the notice, demand or other communication via the U.S. Postal Service, postage prepaid; (iii) Mailing a copy thereof, postage prepaid, by certified or registered mail (with return receipt requested), whereupon service shall be deemed complete

upon delivery or refusal of delivery; or, (iv) Nationally recognized overnight courier service, whereupon service shall be deemed complete upon receipt. The addresses and telecopier numbers to which notices, demands and other communications shall be delivered or sent shall be:

If to Lessor: American Tower Corporation
10 Presidential Way
Woburn, MA 01801
(Attention: Contracts Manager)
Telecopier: (781) 926-4555

With a copy to: American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
(Attention: Legal Department)
Telecopier: (617) 375-7575

If to Lessee: Christian Television Network, Inc
6922 142nd Ave. N.
Largo, FL 33771
Attention : Bob D'Andrea

With a copy to: Hardy, Carey and Chautin
110 Veterans Blvd. Suite 300
Metairie, LA 70005
Attention: Joe Chautin

or such other address as a party may indicate by written notice as herein provided for.

19.08. Waiver. It is agreed that the waiving of any of the covenants or other provisions of this Lease by either party shall be in writing to be effective, shall be limited to the particular instance and shall not be deemed to waive any subsequent breaches of such covenant or other provision or the breach of any other covenant or other provision herein contained.

19.09. Accord and Satisfaction. No receipt of money by Lessor after the termination of this Lease or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this Lease or affects any such notice or suit. No receipt of money by Lessor after any default by Lessee under this Lease or after the service of any notice of any such default cures or otherwise negates such default or affects any such notice of default. The receipt and acceptance by Lessor of less than the full amount of Rent or any other monies due hereunder shall be strictly for the account of Lessee and shall not be considered an accord and satisfaction or an account stated, despite anything to the contrary on such check or in a cover letter accompanying such check.

19.10. Limitation of Liability. Except for the gross negligence, willful misconduct or breach of this Lease by Lessor, its agents, employees or contractors, Lessor shall not be liable or responsible to Lessee or to anyone claiming under or through Lessee for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower or Antenna

Site, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or other materials falling from the Tower or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Leased Premises; nor shall Lessor be liable or responsible to Lessee for any injury or damage suffered by Lessee and allegedly caused by technical interference with the Lessee's operations, by the activities of any other lessees or other users of the Antenna Site or any other broadcasters (providing that Lessor has taken any remedial steps required to be taken by Lessor pursuant to the terms of this Lease). Except for Lessor's own acts of gross negligence or willful misconduct, Lessor shall not be liable to Lessee (or to any other person claiming under or through Lessee) for property damage or personal injury, including death, and then Lessor shall be liable only to the extent of repairing any property of the Lessee which may have been damaged. Lessor shall not be liable under any circumstances for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by Lessee and Lessee hereby waives the right to recover punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by Lessee in a third-party proceeding.

19.11. Partial Invalidity. The invalidity of any provision, clause or phrase contained in this Lease shall not serve to render the balance of this Lease ineffective or void, and the same shall be construed as if such had not been herein set forth.

19.12. Documentary Stamps. Lessor and Lessee shall bear equally the cost of documentary stamps (if any) occasioned by this Lease.

19.13. Rules and Regulations. Lessor may from time to time issue such reasonable rules and regulations in writing which it may consider necessary and desirable. Lessee agrees to abide by such reasonable rules and regulations so long as they do not unreasonably interfere with Lessee's use and occupancy of the Leased Premises or conflict with this Lease.

19.14. Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Lessor furthermore assumes no responsibility for losses or damages caused by any person other than employees of Lessor. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees agents, or contractors of such party, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

19.15. Other Provisions:

a) The parties acknowledge that space at this Leased Premises was previously leased by and between C&P Leasing and Believers Broadcasting, Corp. under the terms and conditions of that certain Lease of Site For Communications Facilities dated March 16, 1997 (Lessor Contract # MW023136) ("Terminated Lease "). Lessor as successor by assignment to the Terminated Lease and Lessee, hereby irrevocably agree to terminate their respective rights and obligations under the Terminated Lease effective as of the Commencement

Date of this Agreement and the terms and conditions of this Agreement shall be the sole instrument governing the license of space by Lessee at this Tower Site.

c) Lessor and Lessee agree and acknowledge that Lessee shall be responsible for painting the transmission lines to match the colors of the tower.

19.16. Entire Agreement. This Lease, together with its Exhibits, constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous offers, negotiations and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first above written.

American Tower Management, LLC,
a Delaware limited liability company

By: American Towers, Inc., its sole member

By: _____
Name: Yannis Macheras
Title: Vice President, Colocation

Christina Television Network, Inc., an Illinois corporation

By: _____
Name: _____
Title: _____

Exhibit 1.3.2
Studio Lease
LEASE

THIS LEASE made and executed at Quincy, IL, this ____ day of March, 2006 by and between **BELIEVER'S BROADCASTING CORPORATION, an Illinois Charitable Not-For-Profit Corporation**, of Quincy, Illinois, Party of the First Part, hereafter referred to as LESSOR and **CHRISTIAN TELEVISION NETWORK, INC., an Illinois Charitable Not-For-Profit Corporation**, Party of the Second Part, hereafter referred to as LESSEE,

WITNESSETH:

-1-

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR a part of those certain premises known and designated as 220 North 6th Street, Quincy, IL being that part of the second floor of the building that now contains the Television Station (know as WTJR) with a mailing address of 222 North 6th Street, Quincy, IL.

-2-

The term of this lease shall be for three (3) years commencing on March ____, 2006 and shall end on March ____, 2009, or as renewed per the terms of this Lease.

-3-

The premises are being leased for the purpose of a Commercial Business, being a Christian Television Station. The leased premises is the majority of the second floor of 220 North 6th Street, Quincy, Illinois, excluding that portion of the second floor now occupied the radio station, being approximately 400 square feet in the Northwest corner of the building; common/shared lease areas including the kitchen on second floor and the bathroom which adjoins the kitchen. The other areas of the second floor are to be in the exclusive possession of the LESSEE.

This lease also includes the existing furniture now located on the second floor upon the leased premises. In the event that the LESSEE chooses to replace the furniture, the furniture must be replaced at the expense of the LESSEE, and the original furniture must be returned to the LESSOR.

LESSEE shall pay as rental for the said premises the total sum of _____ per month with the payment due the first of every month. The lease payment of _____ shall include utilities for the first year; however, for the second and third year, the lease payment shall be _____ plus the prorated share of utilities.

-4-

LESSEE understands that the utilities for the entire building are on a single meter and utilities need to be prorated for years two and three.

-5-

MAINTENANCE OF PREMISES. During the term of this lease, LESSEE agrees to maintain the leased premises in tenantable condition. LESSEE will provide at its expense all minor maintenance and will be responsible for all repairs required because of the negligent acts of its agents, employees, customers, or visitor. LESSEE agrees to maintain the leased premises in a clean, sanitary and safe condition. LESSEE shall not permit any waste on the property, shall keep the premises in good order and repair, and is required to do so under this lease. Further, LESSEE shall comply with all zoning ordinances, subdivision restrictions, and environmental rules and regulations. LESSOR shall maintain the entire building other than cleaning the leased premises. LESSOR shall be responsible for maintaining the heating, air-conditioning, electrical, plumbing, kitchen and restroom systems/facilities.

-6-

LESSEE shall not assign this lease or any interest herein and shall not sublet the said premises nor any part thereof or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of LESSEE excepted) to occupy or use the premises or any portion thereof, without the written consent of LESSOR.

-7-

Any notice or demand upon either party may be served by mail as herein provided with the same effect as personal service. If served by the mail the notice or demand shall be deposited in the United States mail addressed, in the case of the LESSOR, to LESSOR at 220 North 6th Street, Quincy, Illinois 62301 and, in the case of LESSEE, at the demised premises. Any notice or demand served by mail shall be deemed served on the day on which delivery would normally be made at the place of business in the existing ordinary course of mail. Either party may, from time to time, by written notice change the mailing address of the party getting such notice and such address as revised, shall be binding upon all persons to whom notice of change of address is given.

-8-

If LESSEE shall default in his performance of any covenant herein or shall abandon the premises or shall be adjudicated a bankrupt or make an assignment for the benefit of creditors, or in the event a receiver in insolvency proceeding shall be appointed for any of LESSEE'S

property, including the demises premises, LESSOR may re-enter the premises, or take possession thereof by summary proceedings, re-entry, or other lawful manner, and remove all persons or property therefrom without being liable to indictment, prosecution or damages, and at the option of LESSOR, re-let the premises, and receive the rent therefor, applying the same first to the payment of LESSOR'S reasonable expenses in covering the possession of the premises, and then to the payment of the rent hereunder, LESSEE to remain liable for any deficiency for which suit may be brought by LESSOR. LESSEE shall have no right to redeem the premises by any process of law after re-entry by the LESSOR. LESSEE shall not be considered in default until the expiration of 15 days from the date of written notice from LESSOR advising LESSEE of such default.

-9-

LESSEE shall deliver up the premises to the LESSOR upon the termination of this lease in as good order and condition reasonable use and wear thereof and loss by fire or other casualty or inevitable accident excepted as the same are now.

-10-

The LESSOR, at reasonable times, may enter upon the leased premises to review it and make improvements thereon.

-11-

The tenant shall, in case of fire or other loss, give immediate notice to the Landlord. If the premises shall be partially damaged by fire, or any other cause, the same shall be repaired by the Landlord, at the Landlord's expense. If, however, the damage shall be so extensive as to render the premises entirely untenable, the rent thereafter shall cease until such time as the premises shall be made tenantable by the Landlord. In the event of total destruction of the building, by fire, or otherwise, or in the event that the same shall be so damaged or injured, by fire or otherwise, that the Landlord shall deem it necessary to rebuild the same, then the rent shall be paid up to the time of the destruction, and from that time forward this lease shall cease and come to an end.

-12-

The LESSOR hereby covenants that LESSOR has a good right to lease the premises in the manner aforesaid, and that the LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term, without hindrance or molestation by the LESSOR, or any person claiming through or under the LESSOR.

-13-

This lease and the covenants and agreements shall be for the benefit of, and shall be binding upon the heirs, devisees, legatees, executors, administrators and assigns of the respective parties.

-14-

LESSEE shall not, in the event that any are made, be entitled to any payment for any alterations, repairs or extensions or for any new structure upon the premises either at the time that same are made or at the termination of this lease, unless specifically agreed to by LESSOR in writing. LESSEE shall not make any structural changes to the leased premises or make any alterations in excess of \$1,000 without the prior written approval of LESSOR.

-15-

LESSEE shall comply with all laws, regulations and ordinances of the City of Quincy, County of Adams, State of Illinois, and United States of America in conducting any business. LESSEE will keep premises in a clean and healthy condition in accordance with the laws of the State of Illinois and of the United States of America and the directions of the Board of Health of Adams County, IL. LESSEE shall not allow use of the premises in any manner that would injure the reputation or credit of the premises or anything that causes the fire insurance rates to increase.

-16-

All alterations, additions or improvements that may be made by either of the parties upon the premises, except movable office furniture and shop equipment put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon, and be surrendered with, the premises as a part of them, at the termination of this lease, without hindrance, molestation or injury.

-17-

In the event that summary proceedings, or any other proceedings shall be begun by the Landlord, and result in the Tenant being removed or dispossessed from possession of the premises, such proceedings shall terminate this lease and all rights of the Tenant under it; and the Tenant shall not have the right to redeem and re-obtain possession of the premises by payment of past debts and obligations, or in any other way, all of which rights whether now existing, or hereafter existing, are expressly released, waived and surrendered by the Tenant.

-18-

If any mechanic's lien or liens shall be filed against the premises for work done, or materials furnished to the Tenant, the Tenant shall within ten (10) days thereafter, at his own cost

and expense, cause such lien or liens to be discharged, by filing the bond or bonds required by law for that purpose.

-19-

The Tenant shall keep, save and hold harmless the Landlord from any and all damages and liability for anything and everything whatever arising from or out of, the occupancy, by or under, the Tenant, the Tenant's agents or servants, and from any loss or damage arising from any fault or negligence by the Tenant, and conditions contained in this agreement, or otherwise, or whether it be caused by, or be due to, the failure of the Landlord to perform any of the covenants, expressed or implied, that are to be performed by the Landlord. Should Lessor incur court costs, service fees, attorney fees or other litigation expenses in the enforcement of any of the terms of this lease, Lessee shall pay all such expenses and save Landlord harmless therefrom, if Lessee is found to have violated the terms of this lease in any fashion.

-20-

If the Tenant shall pay the rent as provided and shall keep, observe and perform all of the other covenants and terms of this lease to be kept, observed and performed by him, the Tenant shall, and may, peaceably and quietly have, hold and enjoy the premises, for the term provided.

-21-

Additionally, should LESSEE organize, participate in or otherwise be aware of activities on or attached to the demised premises, LESSEE shall hold LESSOR harmless and indemnify LESSOR from any and all liability for such activities. LESSEE shall also maintain insurance on its personal property located in the leased premises along with a liability policy for injuries covering its portion of the leased premises for such activities with a minimum of One Million Dollars (\$1,000,000) per person per claim. LESSOR shall maintain a comprehensive insurance policy on the real estate as well.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year first above written.

BY: BELIEVERS BROADCASTING CORPORATION, LESSOR

Ken Geisendorfer, Secretary of
Believer's Broadcasting Corporation

BY: CHRISTIAN TELEVISION NETWORK INC., LESSEE

Robert D'Andrea, President of
Christian Television Network, Inc.

H:\Users\TOM\BBC\WTR\CommercialLease.wpd

Exhibit 1.3.3
Cable and Satellite Carriage

SATELLITE & CABLE SYSTEMS
CARRYING WTJR TV
(As of March 2006)

Dish Network (Local into Local Satellite Service)

Echostar Satellite
PO Box 6614
Englewood, CO 80112
303-723-1900

Contact person: Keely Goldberg
GM Programming

Channel # 16 or 7717

Adams Telcom, Inc.

Contact person: Tom Morris

PO Box 217

Golden, IL. 62339
217-696-2701

<u>Towns & Cities served</u>	<u>Channel #</u>
Augusta, IL (Hancock)	Ch 7
Bowen, IL (Hancock)	Ch 26
Camp Point, IL. (Adams)	Ch 13
Clayton, IL. (Adams)	Ch 13
Coatsburg, IL. (Adams)	Ch 26
Fowler, IL. (Adams)	Ch 26
Golden, IL. (Adams)	Ch 13
Liberty, IL. (Adams)	Ch 5
Lima, IL. (Adams)	Ch 26
Loraine, IL. (Adams)	Ch 26
Marcelline, IL. (Adams)	Ch 26
Mendon, IL. (Adams)	Ch 26
Paloma, IL. (Adams)	Ch 26
Payson, IL. (Adams)	Ch 7
Plymouth, IL. (Hancock)	Ch 26
Ursa, IL. (Adams)	Ch 26

Adams Television CATV System

**Wireless technology serving rural communities within 15 miles of Golden, IL.
and some of Camp Point, IL. (Adams) ~ WTJR Channel 16**

Cass Cable Television

PO Box 200
Virginia, IL. 62691
1-800-252-1799
www.casscomm.com

Contact person: Chad Winters,
Marketing Director
phone: 217-452-4105
1-800-252-1799 fax: 217-452-7797

<i>Towns & Cities served</i>	<i>Channel #</i>
Mt. Sterling, IL. (Brown)	Ch 84
Palmyra, MO. (Marion)	Ch 8
Pittsfield, IL. (Pike)	Ch 8
Rushville, IL. (Schuyler)	Ch 2

Cebridge Connections

12444 Powerscourt Dr.
Suite 450
St. Louis, MO. 63131
314-965-2020

Contact: Chris McClenen
or Sally (programming)

<u>Towns & Cities served</u>	<u>Channel #</u>
Barry, IL. (Pike)	Ch 13
Bluffs, IL. (Scott)	Ch 36
Griggsville, IL. (Pike)	Ch 8
Hull, IL. (Pike)	Ch 12
Kinderhook, IL. (Pike)	Ch 12
Nebo, IL. (Pike)	Ch 10
New Canton, IL. (Pike)	Ch 12
Perry, IL. (Pike)	Ch 8
Pleasant Hill, IL. (Pike)	Ch10
Winchester, IL. (Scott)	Ch 33

Insight Communications

1504 E Jackson St.
Macomb, IL. 61455
309-833-4539

2930 State St.
Quincy, IL. 62301
222-5388

Contact person: Dominick Ascone
General Manager

Towns & Cities served

Channel #

Blandinsville, IL. (McDonough)

Ch 2 (May or June change to Ch 19)

Bushnell, IL. (McDonough)

Ch 19

Colchester, IL. (McDonough)

Ch 19

LaHarpe, IL. (Hancock)

Ch 2 (May or June change to Ch 19)

Macomb, IL. (McDonough)

Ch 19

Quincy, IL. (Adams)

Ch 16

Kahoka Communications

Contact person: Sandie Hopp

250 North Morgan St.

Kahoka, MO. 63445-1433

660-727-3711

Towns & Cities served

Channel #

Kahoka, MO. (Clark)

Ch 63

Long View Communications

Contact: Marc Cohen

12007 Sunrise Valley Dr. – Suite 375

Reston, VA. 20191

703-476-9101 ext. 105

703-403-3115 (cell #)

Towns & Cities served

Channel #

Memphis, MO. (Scotland)

Ch 39

MediaCom

Contact person: Angel

609 South 4th Street

Chillicothe, IL. 61523

1-309-274-4500

<i>Towns & Cities served</i>	<i>Channel #</i>
Carthage, IL. (Hancock)	Ch 12
Dallas City, IL. (Hancock)	Ch 14
Ft. Madison, IA. (Lee)	Ch 5
Keokuk, IA. (Lee)	Ch 5
Montrose, IA. (Lee)	Ch 5
Nauvoo, IL. (Hancock)	Ch 14

MediaCom

3210 Division St.
Burlington, IA. 52601
319-753-6576

Contact person: Terry (programming)
or Bonnie

<u>Towns & Cities served</u>	<u>Channel #</u>
Hamilton, IL. (Hancock)	Ch 5
Warsaw, IL. (Hancock)	Ch 5
West Point, IL. (Hancock)	Ch 5

US Cable

647 Clinic Rd
Hannibal, Mo. 63401
573-221-8687

Contact person: Rita (marketing)

<i>Towns & Cities served</i>	<i>Channel #</i>
Edina, MO. (Knox)	Ch 13
Hannibal, MO. (Marion)	Ch 7
Madison, MO. (Monroe)	Ch 5
Monroe City, MO. (Marion)	Ch 7
Paris, MO. (Monroe)	Ch 7
Perry, MO. (Monroe)	Ch 5
Shelbina/Shelbyville, MO. (Shelby)	Ch 7

Exhibit 1.4
Real Property Legal Description



SURVEY MARKER SET
SURVEY MONUMENT
TELEPHONE PEDESTAL

Property Description
0.411 Acres

Part of Lot 1 of Tower Acres, a subdivision of a part of the Northeast Quarter of Section 21 in Township 1 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois as recorded in Book 600 at Page 1694 in the Office of the Adams County Recorder of Deeds, being described as follows:

Beginning at the northeast corner of Lot 1 of said Tower Acres; thence South 01 degree 37 minutes 00 seconds West on the east line of Lot 1 a distance of 199.48 feet to the northeast corner of Lot 2 of said Tower Acres; thence North 88 degrees 44 minutes 54 seconds West on the north line of said Lot 2 a distance of 100.00 feet to the northwest corner of Lot 2; thence North 01 degree 37 minutes 00 seconds East 159.77 feet to a point on the north line of Lot 1 and the southeasterly right of way line of the Burlington - Northern, Inc., Railroad; thence along said right of way line and north line of said Lot 1 following a curve concave to the northwest having a central angle of 00 degrees 48 minutes 50 seconds, radius of 7588.95 feet, arc length of 107.79 feet, and a chord bearing and distance of North 69 degrees 41 minutes 56 seconds East, 107.79 feet to the point of beginning containing 0.411 acres, more or less, being subject to an existing 35 foot wide easement for ingress and egress recorded in Book 12 of Right of Ways at Page 1008 and an existing 20 foot wide easement for guy wire supports recorded in Book 506 at page 320 in said Recorder's Office.

SELED "+"

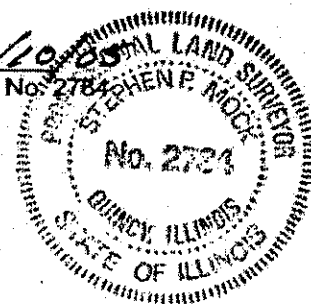
I hereby certify that the above survey as platted was made under my supervision, that the same is true and correct to the best of my knowledge and belief.

I do further state that the subject property is in the area zoned "C" (Areas of minimal flooding) by the Federal Emergency Management Agency on the Flood Insurance Rate Map Panel Number 170001 0180 B, dated November 15, 1985.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

MENT FOR GUY WIRE
ORTS BOOK 506 OF
S AT PAGE 320

Stephen P. Mock 4/19/06
Stephen P. Mock, Illinois Professional Land Surveyor No. 2734
License expires 11/30/2006.
Design Firm No. 184-2738



SOUTH LINE
NORTHEAST 1/4,
SECTION 21

411.39'
ORNER
ACT

SURVEYED FOR WTJR TV

KLINGNER
& ASSOCIATES, P.C.

Engineers / Architects

Quincy, Illinois (217) 223-3670
Hannibal, Missouri (573) 221-0020
Internet Address: www.klingner.com

Exhibit 2.0
Excluded Assets

Any personal property not listed on Exhibit 1.2

Seller's corporate records

All records not related to the operation of the Station

Duplicate copies of records of the Station

Seller's cash and cash equivalents

Seller's accounts receivable generated prior to the Closing Date

Exhibit 4.0
Escrow Agreement

ESCROW AGREEMENT

AGREEMENT this ___ day of _____, 2006 by and between Believer's Broadcasting Corporation, an Illinois not-for-profit corporation ("Seller"), Christian Television Network, Inc., an Illinois not-for-profit corporation ("Buyer") and Hardy, Carey, Chautin, & Balkin, LLP ("Escrow Agent").

WHEREAS, the parties, other than the Escrow Agent, have this date entered into an Asset Purchase Agreement with respect to certain of the assets of the Seller (the "APA");

WHEREAS, the APA provides for the payment of certain funds to an Escrow Agent to be held by the Escrow Agent and thereafter disposed of in accordance with the APA and an Escrow Agreement;

WHEREAS, Escrow Agent has received and reviewed a copy of the APA;

WHEREAS, the parties desire to agree upon the rights, liabilities and obligations of the Buyer, the Seller and the Escrow Agent with respect to the funds to be placed in escrow and for their disposition;

WHEREAS, all terms used herein shall have the same meaning as such terms have in the APA; and

WHEREAS, in the event of a conflict between the provisions of this Agreement and the provisions of the APA, this Agreement shall prevail;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants hereinafter contained, the parties do enter this Agreement ("Escrow Agreement"), intending it to be as contemplated in the APA and a binding Agreement.

1. Pursuant to Section 4 of the APA, the Buyer has delivered to the Escrow Agent the sum of ONE-HUNDRED FIVE THOUSAND DOLLARS (\$105,000) ("Escrow Deposit"), receipt of which by the Escrow Agent is hereby acknowledged. The Escrow Deposit shall be payable only as set forth herein and in the APA and after compliance with the terms hereof concerning notice and disposition of the Escrow Deposit.

2. The Escrow Agent agrees to accept and hold the Escrow Deposit in an interest bearing escrow account in a federally insured bank and shall only dispose of the Escrow Deposit in accordance with the terms of this Escrow Agreement and the APA.

3. If the Closing occurs, then, as provided in the APA, the Escrow Deposit shall be deemed part of the Purchase Price paid by the Buyer to the Seller, and shall be delivered to Seller at the Closing. Interest on the Escrow Deposit shall be paid to Buyer at the Closing.

4. If the Closing of the APA shall fail to occur due to the default of either party or as a result of a dispute between the parties, Escrow Agent shall hold the Escrow Deposit until (a) the parties resolve the dispute by mutual agreement or agree that any dispute cannot be resolved, and thereafter jointly provide a written instruction to the Escrow Agent for distribution of the Escrow Deposit consistent with the APA or (b) the rights of the parties with respect to the Escrow Deposit have been adjudicated by a court of competent jurisdiction.

5. Seller and the Buyer shall each pay one-half of the expenses incurred by the Escrow Agent, including any attorneys' fees and disbursements (including fees for legal services and disbursements, if any, of the Escrow Agent when acting on behalf of itself), and other costs and expenses incurred by the Escrow Agent in connection with the administration of the provisions of this Agreement.

6. To induce the Escrow Agent to act hereunder, the parties hereto agree that:

(a) The Escrow Agent shall not be under any duty to give the Escrow Deposit held by it hereunder any greater degree of care than it gives its own similar property.

(b) This Escrow Agreement expressly sets forth all the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be bound by the provisions of any agreement among other parties hereto except this Escrow Agreement, unless consented to by it in writing.

(c) The Escrow Agent shall not be liable, except for its own willful misconduct, and/or gross negligence and, except with respect to claims based upon such willful misconduct and/or gross negligence that are successfully asserted against it, and the other parties hereto shall jointly and severally indemnify and hold harmless the Escrow Agent and its partners, agents, servants and employees and professional advisors from and against any and all losses, liabilities, claims, actions, damages, and expenses, including reasonable attorney's fees and disbursements, arising out of and in connection with this Escrow Agreement.

(d) The Escrow Agent shall be entitled to rely upon any certified order, judgment or decree, and any certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof, and shall be fully protected in acting in accordance therewith. The Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not have any responsibility with respect to the form, execution, sufficiency or validity of any such document.

(e) The Escrow Agent may act pursuant to the advice of counsel of its own choice with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

(f) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectibility of any funds, security or other documents or instrument held by or delivered to it and except as provided in subparagraph (c) above shall not be liable for making or failing to make any investment decision.

(g) The Escrow Agent may at any time resign as such by delivering the Escrow Deposit to any successor escrow agent jointly designated by the Seller and the Buyer in writing. If the Seller and the Buyer shall have failed to agree on the designation of a successor escrow agent within 60 days of receipt of notice from the Escrow Agent that it wishes to resign, then the Escrow Agent may designate a successor escrow agent, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising out of or in connection with this Escrow Agreement. The resignation of the Escrow Agent shall take effect on the earlier of (i) the appointment of a successor or (ii) the day which is 60 days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time the Escrow Agent has not received a designation of a successor escrow agent, the Escrow Agent's sole responsibility after that time shall be to safe-keep the Escrow Deposit until the designation of a successor escrow agent of which it has notice or a joint written disposition instruction by the Seller and Buyer or its receipt of a certified copy of a final unappealable judgment, order or decree of a court of competent jurisdiction, relieving it or disposing of the Escrow Deposit.

(h) If for any reason the Escrow Agent in good faith is in doubt as to what action it is required to take or what its rights and duties are hereunder, the Escrow Agent shall be entitled to deposit the Escrow Deposit in a court of competent jurisdiction in the State of Illinois pursuant to the procedure provided for in such jurisdiction, and upon compliance with such procedure and notification to the other parties hereto of such action, shall be deemed to have resigned as Escrow Agent.

(i) This Escrow Agreement shall be binding upon and enure solely to the benefit of the parties hereto and their respective permitted successors and assigns, and their respective heirs, administrators and representatives and shall not be enforceable by or inure to the benefit of any third party except as provided in paragraph (g) with respect to a resignation of the Escrow Agent and designation of a new Escrow Agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties. This Escrow Agreement shall be construed with and governed by the substantive laws of the State of Illinois applicable to agreements made and to be performed wholly within such State.

(j) This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto except for the APA. In case of any conflict between this Agreement and the APA, this Agreement shall control.

(k) This Escrow Agreement may be modified only by writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in a writing specifically so denominated and signed by the party to be charged.

7. All notices and other communications required or permitted to be given under this Agreement shall be in writing with copies to all other parties, and shall be deemed to be duly given when received by the addressee by letter, confirmed by prepaid registered or certified mail, or e-mail, to the following physical or email addresses as the parties may from time to time specify by like notice:

(a) If to Buyer: Christian Television Network, Inc.
Attn: Robert D'Andrea
P.O. Box 6922
Clearwater, Florida 33758

with copy to: Joseph C. Chautin, III
Hardy, Carey, Chautin & Balkin, LLP
110 Veterans Memorial Blvd, Ste. 300
Metairie, Louisiana 70005

(b) If to Seller: Believer's Broadcasting Corporation
Attention: Ken Geisendorfer
220 N. 6th Street
Quincy, Illinois 62301

with copy to: Wiley Rein & Felding, LLP
1776 K Street, NW
Washington, DC 2006
Attention: Dorann Bunkin

(c) If to Escrow Agent:

Joseph C. Chautin, III
Hardy, Carey, Chautin & Balkin, LLP
110 Veterans Memorial Blvd, Ste. 300
Metairie, Louisiana 70005

or to such other address as the party to receive such notice shall have last designated by written notice to the other parties.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective officers duly authorized to execute the same as of the day and year first above written.

SELLER: Believer's Broadcasting Corporation.

By: _____
_____, President

BUYER: Christian Television Network, Inc.

By: _____
Robert D'Andrea, President

ESCROW AGENT: Hardy, Carey, Chautin & Balkin, LLP

BY: _____
Joseph C. Chautin, III, Partner

Exhibit 6.0
Promissory Note

PROMISSORY NOTE

\$ _____

Quincy, Illinois
_____, 2006

FOR VALUE RECEIVED, Believer's Broadcasting Corporation, an Illinois not-for-profit corporation at 220 N. 6th Street, Quincy, Illinois 62301 ("Maker"), promises to pay Christian Television Network, Inc., an Illinois non-profit corporation, at P.O. Box 6922, Clearwater, Florida 33758 ("Holder"), the principal sum of _____ (\$ _____) (the "Note").

1. The principal sum shall be paid in twelve (12) equal monthly installments of \$ _____ which amount equals the principal and interest at the rate of six (6%) percent per annum on the unpaid principal balance hereunder with the first such monthly payment to be made the 1st day of _____, 2006.

2. In the event Maker sells WTJR, Quincy, Illinois (Fac. Id. No. 4593) (the "Station"), or assigns the permit or license for the Station's digital channel as part of a sale of the Station, the entire balance of unpaid principal and interest shall be accelerated and shall be due and payable on the closing of such sale.

3. Payments upon this Note shall be made by check or checks payable to Holder at P.O. Box 6922, Clearwater, Florida, or such other place as Holder or a subsequent holder of this Note shall designate to Maker in writing, in lawful money of the United States of America.

4. This Note may be prepaid by the Maker, in whole or in part at any time without premium or penalty.

5. The following shall constitute an event of default hereunder:

(a) If Maker fails to render payment of interest or principal under this Note when said payment is due and payable if such default shall continue unremedied for ten (10) days after notice of such failure is received by Maker in writing. Notice shall be deemed received by Maker three (3) days after deposit in the United States Mail, first class postage prepaid, return receipt requested, addressed to Maker at his address set forth above or such other address as Maker may provide Holder in writing; or

(b) If Maker makes an assignment for the benefit of creditors or admits its inability to pay its debts generally as they become due; or

(c) If any action or proceeding is commenced by or against Maker under the Federal Bankruptcy Act or under any other present or future state or Federal law for the relief of debtors or for the appointment of a receiver or trustee or the issuance of an attachment of substantially all of the assets of Maker, and is not stayed, satisfied or discharged within One Hundred and Eighty (180) days; or

(d) If any default occurs with respect to any other obligation of Maker incurred in connection with any indebtedness if the effect of such failure is to accelerate, or to permit the holder of such indebtedness to accelerate, the maturity of such indebtedness.

Upon the occurrence of any such Event of Default, Holder or any subsequent holder of this Note may (unless all defaults shall theretofore have been remedied) at its option declare this Note to be immediately due and payable, and upon notice to Maker, the entire unpaid balance of this Note then outstanding shall be and become immediately due and payable. If any Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights by an action at law.

6. No provision of this Note shall be modified except by a written instrument executed by Maker and by Holder or a subsequent holder hereof expressly referring to this Note and to the provision modified.

7. This Note and the provisions hereof are to be binding on Maker and the assigns or successors of Maker and shall be enforceable in accordance with the laws of the State of Illinois.

8. The provisions of this Note are hereby declared to be severable, and if any provision or the application of any provision to any entity or in any circumstances shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to affect the validity or constitutionality of any of the remaining provisions as applied to entities, or in circumstances, other than those as to which it is held invalid.

IN WITNESS WHEREOF, this Note has been duly executed by Maker as of the date first above written.

By: _____,
_____, President
Believer's Broadcasting Corporation

Exhibit 7.0
Non-Competition Agreement

NON COMPETITION AGREEMENT

This AGREEMENT is entered into this ___ day of _____, 2006 (the "Effective Date") by and between Believer's Broadcasting Corporation, an Illinois not-for-profit corporation ("Seller") and Kenneth Geisendorfer, ("Geisendorfer"), a member of the board of directors of Seller (collectively "Promissors"), and Christian Television Network, Inc., an Illinois non-profit corporation ("Buyer").

A. Buyer, on or about _____, 2006, entered into an agreement with Seller ("Asset Purchase Agreement" or "APA"), to acquire certain assets of Seller including, without limitation, television station WTJR, Quincy, Illinois, ("WTJR" or the "Station").

B. Immediately after the closing of the Asset Purchase Agreement ("Closing"), the Seller and Geisendorfer intend to continue radio broadcasting (as hereinafter defined) in and around Quincy, Illinois, or, more specifically, the Quincy, IL-Hannibal, MO-Keokuk, IA Designated Market Area ("DMA"), as defined by Nielsen Market Research (the "Territory").

C. After the Closing, the business of the Buyer might be adversely affected by the participation of Promissors in any manner in television broadcasting directly in competition with Buyer in the Territory.

D. The Promissors will derive substantial benefit from the Closing of the Asset Purchase Agreement.

E. No person, firm or corporation (including, without limitation, the Buyer) has required, directed or caused the Promissors to enter into this Agreement, the Promissors having been induced to enter this Agreement by the promise of the consideration paid as part of the Closing of the APA.

F. Buyer would not enter into or close the Asset Purchase Agreement without the execution at the Closing of this Agreement by the Promissors.

G. Buyer desires to restrict, and the Promissors are willing to have restricted, their right to enter the television broadcasting business in the Territory after the Closing of the APA.

NOW THEREFORE, the parties agree as follows:

1. The Promissors covenant and agree that they shall not for a period of five (5) years from and after the Effective Date of this Agreement, directly or indirectly:

(a) own any interest in, manage, operate, control or participate to any extent in the ownership, management, operation or control of, or be in any manner connected with (including, without limitation, as an officer, employee, consultant or agent, with or without compensation), any person, firm, partnership, corporation or other entity which is engaged in the television broadcasting business in the Territory;

(b) solicit any Employee of the Buyer to leave its employ or hire any Employee of the Buyer;

(c) solicit any advertiser, supplier or customer of the Buyer to cease doing business with the Buyer or solicit any such advertiser, supplier or customer to do television broadcasting business with the Promissors in the Territory; or

(d) solicit any governmental body to deny, or withdraw any franchise or other license or permit or permission or to grant any franchise, other license, permit or permission to any other person or entity, to do television broadcasting in the Territory.

2. As used herein:

(a) "television broadcasting" shall include without limitation, the cable, satellite or broadcast television business, regardless of the form, kind, manner or method of transmission or distribution of signal or of programming.

(b) "Employee" shall mean any employee of Seller who is an employee of the Buyer immediately after the Closing, or who becomes such an employee thereafter and was such an employee at the time of such solicitation or at any time within the three (3) months prior to such solicitation.

(c) "Customer", "advertiser" or "supplier" of the Buyer is any customer, advertiser or supplier of the Buyer immediately after the Closing, or who becomes such a customer, advertiser or supplier thereafter and was such a customer, advertiser or supplier at any time such solicitation was made, or any time within the three (3) months prior to such solicitation.

3. Promissors shall not, at any time after the execution hereof, disclose to others, use, copy or permit to be copied, any secret or confidential information or know-how heretofore used in the operation of the Station, or of the assets acquired pursuant to the Asset Purchase Agreement, without prior written consent of the Buyer. The term "secret or confidential information or know-how" shall include, but shall not be limited to, plans, advertisers, suppliers, costs, uses and applications of products and services, results of investigations, or experiments, financial information and all apparatus, processes, compositions, samples, computer programs and servicing methods and techniques at any time used, developed, investigated or sold and which are not now or hereafter available to the public and which are hereafter maintained as confidential by the Buyer, and any secret or confidential information or know-how of third parties in the possession or control of the Buyer.

4. If the Promissors shall breach this Agreement, the parties agree that any remedy at law that the Buyer may have will be inadequate and accordingly, that the Buyer shall be entitled to (a) specific performance of this covenant; (b) injunctive relief against the party committing such breach; (c) an accounting and payment of all profits, compensation, commissions, remuneration or benefits which such breaching party directly or indirectly realizes or may realize as a result, growing out of, or in connection with any such breach; and (d) any other right or remedy which the Buyer may be entitled to at law or in equity or under this Agreement, any or all of which shall be cumulative but which may be exercised from time to time in whole or in part.

5. Promissors acknowledge that consideration for Promissors' agreements and representations contained herein is included in the purchase price in the APA, and acknowledge payment and receipt thereof.

6. The Promissors, who have carefully read and considered the provisions of the Agreement, represent and warrant to the Buyer; (a) that the restrictions set forth herein are fair and reasonable both as to term and territory (b) that same are reasonably required for the protection of the interest of the Buyer; (c) that the statements contained in paragraphs C, D, and E of the Introduction, are true and correct as of the date hereof.

7. The representations, warranties, statements and covenants contained herein are made by Promissors with the knowledge and expectation that Buyer is placing complete reliance thereon in entering into and consummating this transaction.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

10. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, except for any agreement, in writing, bearing even date herewith, and there are no representations, warranties, covenants or agreements except as set forth herein and therein. This Agreement supersedes all prior written agreements and all oral, prior and contemporaneous agreements, understandings, negotiations and discussions, of the parties hereto, relating to the subject matter hereof. This Agreement shall not be amended, modified or supplemented at any time unless by a writing executed by all parties hereto.

11. All rights, powers and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative and shall not be restricted to those given by law. Failure to exercise any power or right given any party hereunder, or to insist upon strict compliance by any other party hereto shall not constitute a waiver of any party's right to demand exact compliance with the terms hereof, and any waiver shall be in an executed writing so denominated.

12. The parties agree that (i) the provisions of this Agreement shall be severable in the event that any provision hereof is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable; (ii) such invalid, void or otherwise unenforceable provision shall be automatically reformed and/or replaced by any other provision which is as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but which is valid and enforceable. In the event that Illinois law now or in the future restricts either the scope of the geographical area or the term of this and similar agreements to a lesser scope or a lesser time period, this Agreement shall then, ipso facto, be reduced to the lesser scope and maximum term then permitted by Illinois law.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date set forth above.

Believer's Broadcasting Corporation

BY: _____
_____, President

Kenneth Geisendorfer

BY: _____
Kenneth Geisendorfer

Christian Television Network, Inc.

BY: _____
Robert D'Andrea, President