

FACILITIES IMPROVEMENT AGREEMENT
(WJZK and WCVO)

This Facilities Improvement Agreement (the "Agreement") is made and entered into this ____ day of March, 2008, by and between Christian Voice of Central Ohio, Inc., an Ohio not-for-profit corporation ("CVO") and Franklin Communications, Inc., a Delaware corporation ("Franklin") licensee of Station WJZK(FM), licensed to Richwood, Ohio ("WJZK")

WHEREAS, CVO is licensee of Station WCVO(FM), Gahanna, Ohio ("WCVO") and CVO has pending before the Federal Communications Commission ("FCC") an application (FCC File No. BPH-20070209ABB) to modify the license of WCVO ("WCVO Application");

WHEREAS, Franklin desires to improve the facilities of WJZK and has pending before the FCC an application (FCC File No. BPH-20070119ACO) to relocate WJZK to West Jefferson, Ohio ("WJZK Application") which is mutually contingent upon the grant of an application filed by the licensee of WPAY-FM, Portsmouth, Ohio (File No. BPH-20070119ACD) ("WPAY-FM Application") and by Franklin for its co-owned WQEL(FM), Bucyrus, Ohio, to relocate to Richwood, Ohio (FCC File No. BPH-20070119ACQ ("WQEL Application");

WHEREAS, CVO has agreed to file an amendment to the WCVO Application with the FCC to state that the WCVO Application is contingent upon the grant of the WJZK Application, the WPAY-FM Application and the WQEL Application and to take such other actions and make such other filings that will enable Franklin to relocate WJZK, subject to the terms and conditions set forth herein. Provided, however, that CVO shall not be required to make any amendment to the WCVO Application that would change the technical parameters specified therein.

NOW THEREFORE, for good and valuable consideration exchanged by the parties and hereby acknowledged, and for the mutual covenants and agreements set forth herein, CVO and Saga hereby agree as follows:

1. CVO Filings. No later than five (5) business days following the date of this Agreement, CVO agrees to file an amendment to the WCVO Application stating as follows:

THIS MINOR AMENDMENT IS BEING FILED CONCURRENTLY WITH (1) A MINOR AMENDMENT TO THE CONTINGENT APPLICATION TO MODIFY THE FACILITIES OF STATION WJZK (FM), FACILITY ID. NO. 30563 (BPH-20070119ACO) TO RELOCATE WJZK TO WEST JEFFERSON, OHIO; (2) A MINOR AMENDMENT TO THE CONTINGENT APPLICATION (FILE NO. BPH-20070119ACD) TO DOWNGRADE WPAY-FM, FACILITY ID NO. 54813, PORTSMOUTH, OH; AND (3) A MINOR AMENDMENT TO THE CONTINGENT APPLICATION (FCC FILE NO. BPH-20070119ACQ) TO RELOCATE WQEL(FM), FACILITY ID NO. 7112, FROM BUCYRUS, OHIO, TO RICHWOOD, OHIO. THESE FOUR CONTINGENT APPLICATIONS ARE FILED AS PART OF A RELATED GROUP OF APPLICATIONS TO MAKE CHANGES IN FACILITIES, AND CROSS-REFERENCES EACH OF THE RELATED APPLICATIONS AND ARE TO BE PROCESSED together. THIS APPLICATION INCLUDES A COPY OF THE AGREEMENT TO

UNDERTAKE THE COORDINATED FACILITY MODIFICATIONS BETWEEN THE LICENSEE OF WJZK(FM) AND THE LICENSEE OF WCVO(FM) AS WELL AS A COPY OF THE AGREEMENT BETWEEN THE LICENSEE OF CO-OWNED WJZK(FM) AND WQEL(FM) AND THE LICENSEE OF WPAY-FM WHICH WAS FILED WITH THE ORIGINAL APPLICATIONS filed for WJZK(FM), WQEL(FM) AND WPAY-FM. NO OTHER CHANGES ARE PROPOSED.

2. Franklin's Filings. Simultaneous with the filing of the amendment referred to in Section 1 above, Franklin shall file an amendment to the WJZK Application to specify a new site; Franklin shall file an amendment to the WQEL Application to reference this Agreement and the licensee of WPAY-FM shall amend the WPAY-FM Application to reference this Agreement.

3. Payment to CVO. Franklin agrees to pay to CVO the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Payment") to assist CVO in the construction of its facilities described in the WCVO Application and preparation and filing of the amendment thereto. Franklin shall make the Payment to CVO in the following manner:

(a) Within five (5) business days following the date on which CVO furnishes to Franklin proof satisfactory to Franklin that CVO has (i) (A) purchased the site on which it intends to erect the antenna structure for use with the WCVO Application (the "Site"), or (B) executed a lease for the Site, and (ii) obtained all related required approvals to construct the tower at the Site (*e.g.*, zoning, building permits, Federal Aviation Administration and environmental approvals), Franklin shall pay CVO the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) of the Payment; and

(b) Within five (5) business days following the date on which CVO furnishes to Franklin proof satisfactory to Franklin that CVO has executed an agreement with a tower erection company to erect the tower at the Site and the tower erection company has initiated construction of the tower, Franklin shall pay CVO an additional TWENTY-FIVE THOUSAND (\$25,000) of the Payment; and

(c) Within five business days following the date on which Franklin files with the FCC its application for a license to cover the construction permit obtained as a result of a grant of the WJZK Application, Franklin will pay to CVO the remaining FIFTY THOUSAND DOLLARS (\$50,000.00) of the Payment.

Except as provided in this Section 3, Franklin shall not be obligated to make any payments to CVO under this Agreement.

4. Termination. This Agreement may be terminated as follows:

(a) by Franklin, in the event that CVO is in material breach of any of the covenants contained in this agreement (provided that Franklin has given CVO notice thereof and opportunity to cure such breach within 15 business days of such notice); or

(b) by CVO, in the event that Franklin is in material breach of any of the covenants contained in this agreement (provided that CVO has given Franklin notice thereof and opportunity to cure such breach within 15 business days of such notice).

5. Further Agreements of CVO.

(a) CVO agrees that any and all documents, filings, statements and instruments to be executed, delivered and/or filed in connection with this Agreement shall be in form and substance reasonably satisfactory to Franklin, and that CVO shall take all such further actions reasonably requested by Franklin to consummate the transactions contemplated by this Agreement

(b) CVO agrees that it shall use all reasonable commercial efforts to obtain the prompt grant of the WCVO Application.

6. Assignment. Neither party shall have the right to assign its rights and obligations under this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement, without the other party's prior written consent, to any subsidiary, parent company or affiliate of the assigning party, or to a successor-in-interest in the event Franklin assigns the license of WJZK to a third party or CVO assigns the license of WCVO to a third party, pursuant to FCC consent, so long as any such affiliate or assignee assumes all rights and obligations under this Agreement.

7. Severability. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery thereof with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. The undersigned each represent and warrant that each has the requisite authority to bind their respective parties to the terms and obligations of this Agreement.

9. Specific Performance. If either party breaches its obligations under this Agreement, the other party shall each have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

10. Counterparts. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

11. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Delaware, specifically excluding its choice-of-laws provisions.

12. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given on the next business day if sent by facsimile or overnight delivery, and on the third (3rd) business day if sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to CVO: Christian Voice of Central Ohio, Inc.
Dan Baughman, President
P. O. Box 783
New Albany, OH 43054-0783
Fax:

with copy to: David J. Kaufman, Esq.
Rini Coran, PC
1615 L Street NW, Suite 1325
Washington, DC 20036
Fax: (202) 296-2014

(b) If to Franklin: c/o Saga Communications, Inc.
Samuel D. Bush, Treasurer
73 Kercheval Avenue
Grosse Pointe Farms, MI 48236
Fax: (313) 886-7150

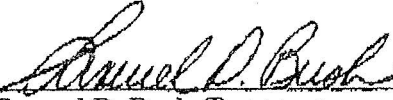
with copy to: Sarah N. A. Camougis, Esq.
Edwards Angell Palmer & Dodge, LLP
101 Federal Street
Boston, MA 02110
Fax: (617) 439-4170

or any such other addresses as the parties may from time to time designate in writing.

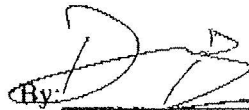
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FRANKLIN COMMUNICATIONS, INC.

By: 
Samuel D. Bush, Treasurer

CHRISTIAN VOICE OF CENTRAL OHIO, INC.

By: 
Dan Baughman, President