

Exhibit 1.1

Licenses and FCC Authorizations

FCC Form 352-B
March 1975UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSIONFile No. BRCT-768
BLCT-2567
Call Sign KDUB-TV

TELEVISION BROADCAST STATION LICENSE

Subject to the provisions of the Communications Act of 1934, subsequent acts, and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to conditions set forth in this license, the LICENSEE

LLOYD HEARING AID CORPORATION

is hereby authorized to use and operate the radio transmitting apparatus hereinafter described for the purpose of broadcasting for the term beginning July 7, 1978 and ending FEBRUARY 1, 1980
(~~January 1, 1979~~) (3 a.m., Local Time)

The licensee shall use and operate said apparatus only in accordance with the following terms:

1. Station location: City Dubuque, Iowa State Iowa
2. Transmitter location: 0.7 mile North of Illinois State line, 0.75 mile West of Highway 35
3 miles East of Dubuque, Wisconsin.

North Latitude: Degrees 42 Minutes 31 Seconds 05
West Longitude: Degrees 90 Minutes 37 Seconds 16

3. Main studio location: Ninth floor, 1 Dubuque Plaza, Dubuque, Iowa.

4. Transmitter: Visual Aural
Make and Type RCA TTU-30A RCA TTU-30A
Rated power 14.77 dbk (30 kw) peak. 9.29 dbk (8.5 kw).
5. Antenna: RCA TTU-30J Pylon, modified for 0.5 degree electrical beam tilt with maximum
Make and Type lobe visual effective radiated power of 28.1 dbk (646 kW).
Horizontal field pattern Omnidirectional

Antenna supporting structure 790 foot guyed tower

Overall height above ground 836.6 feet (including obstruction lighting)
Overall height above mean sea level 1686.6 feet (including obstruction lighting)
Obstruction marking specifications in accordance with paragraphs 1, 3, 6, 15 & 21 of FCC Form 715 attached

6. Operating assignment:
Frequency 626-632 Megahertz (Channel No. 40)

	<u>Visual</u>	<u>Aural</u>
Carrier frequency	<u>627.24</u> MHz.	<u>631.74</u> MHz.
Effective radiated power	<u>27.3 dbk (537 kw) peak.</u>	<u>17.3 dbk (53.7 kw).</u>
Transmitter output power	<u>14.8 dbk (30 kw) peak.</u>	<u>5.2 dbk (3.29 kw).</u>
Antenna height above average terrain	<u>840 feet.</u>	
Hours of operation - Unlimited		

The Commission reserves the right during said license period of terminating this license or making effective any changes or modification of this license which may be necessary to comply with any decision of the Commission rendered as a result of any hearing held under the rules of the Commission prior to the commencement of this license period or any decision rendered as a result of any such hearing which has been designated but not held, prior to the commencement of this license period.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by section 606 of the Communications Act of 1934.

☒ This license consists of this page and pages

Dated: JULY 7, 1978
trg

FEDERAL
COMMUNICATIONS
COMMISSION



F.C.C. - WASHINGTON, D. C.

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR
APPLICATION FOR RENEWAL OF LICENSE
HAS GRANTED ON 2/19/98 FOR A TERM
EXPIRING ON 2/1/06

THE: 40

THIS IS YOUR LICENSE RENEWAL
AUTHORIZATION FOR STATION KEXB

LOCATION: DUBUQUE, IA

THIS ALSO IS THE RENEWAL CERTIFICATE
FOR YOUR CURRENTLY AUTHORIZED
MILITARY SERVICES.

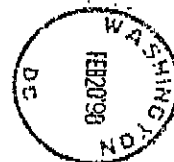
THIS CARD MUST BE POSTED WITH THE
STATION'S LICENSE CERTIFICATE AND ANY
SUBSEQUENT MODIFICATIONS.

FCC 372 (4/95) NOTIFICATION

52001-99333 |

[illegible]

FEDERAL COMMUNICATIONS
COMMISSION
WASHINGTON, DC 20554
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ULS License

TV Studio Transmitter Link License - KWU78 - DUBUQUE TV LTD. PARTNERSHIP

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License

MAIN		ADMIN		LOCATIONS		PATHS	
Call Sign	KWU78			Radio Service	TS - TV Studio Transmitter Link		
Status	Active			Auth Type	Regular		
Dates							
Grant	01/10/1978			Expiration	02/01/2006		
Effective	01/10/1978			Cancellation			
Control Points							
None							
Licensee							
Licensee ID	SGIN	000	FRN		Type	Corporation	
Licensee							
DUBUQUE TV LTD. PARTNERSHIP							
744 MAIN STREET							
DUBUQUE, IA 52001							
Contact							
Microwave Data							
Oper Type	Permanent Fixed Point to Point			Station Class	FXD - Operational Fixed		
Facility ID	17625		City and State of Principal Community		DUBUQUE, IA		
Radio Service	TV						
Qualifications, Ownership, and Demographics							
Radio Service Type							
Regulatory				Interconnected?			

Status			
Alien Ownership			
Is the Applicant a foreign government or the representative of any foreign government?			
Is the Applicant an alien or the representative of an alien?			
Is the Applicant a corporation organized under the laws of any foreign government?			
Is the Applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?			
Is the Applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?			
Basic Qualifications			
Has the Applicant or any party to this application or amendment had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission?			
Has the Applicant or any party to this application or amendment, or any party directly or indirectly controlling the Applicant, ever been convicted of a felony by any state or federal court?			
Has any court finally adjudged the Applicant or any party directly or indirectly controlling the Applicant guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?			
Is the Applicant or any party directly or indirectly controlling the Applicant, currently a party in any pending matter referred to in the preceding two items?			
Race			
Hispanic/Latino?		Gender	

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Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Phone: 1-888-CALL-FCC (1-888-225-5322)
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Application Search Details

File Number:	BEDSTA-20040407ABS
Call Sign:	KFXB
Facility Id:	17625
FRN:	
Applicant Name:	DUBUQUE TV LTD. PARTNERSHIP
Frequency:	
Channel:	
Community of License:	DUBUQUE, IA
Application Type:	SPECIAL TEMPORARY AUTHORITY
Status:	GRANTED
Status Date:	04/29/2004
Expiration Date:	10/29/2004
Tolling Code:	
Application Service:	DS
Disposed Date:	04/29/2004
Accepted Date:	04/23/2004
Last Public Notice:	
Last Report Number:	
Authorization	Authorization not available
Legal Actions	View Legal Actions
PN Comment	Public Notice Comment

Exhibit 1.2

Personal Property

DUBUQUE TV LIMITED PARTNERSHIP

INVENTORY February 2004

LOBBY

CHAIR
CHAIR
CHAIR
LAMP
RCA TV
ROUND END TABLE
RECTANGLE END TABLE

OFFICE GM

DESK
OFFICE CHAIR
COMPUTER SYSTEM
CREDENZA
BLUE SIDE CHAIR
BLUE SIDE CHAIR
5 DRAWER FILE CAB
3 TV SETS

OFFICE SALES

DESK
CREDENZA
2 DRAWER FILE CAB
4 DRAWER FILE CAB
4 DRAWER FILE CAB
LAMP
OFFICE CHAIR
CHAIR

FAX ROOM

5 DRAWER FILE CAB
CHAIR
BROTHER FAX MACHINE
MITA COPY MACHINE
STAND

OFFICE AE 1

DESK
TYPEWRITER
4 DRAWER FILE CAB
OFFICE CHAIR
CALCULATOR

OFFICE AE 2

DESK
WOOD BOOK SHELF
4 DRAWER FILE CAB
CHAIR

CONFERENCE ROOM

TABLE
5 CHAIRS
ENTERTAINMENT CENTER
FISHER TV
TOSHIBA VCR
SONY ¾ PLAYER

OFFICE C.E.

DESK
DESK W/SHELF
4 DRAWER FILE CAB
OFFICE CHAIR

WEATHER OFFICE

DESK
CREDENZA
13"TV
WX COMPUTER
SONY MONITOR
GATEWAY COMPUTER
GATEWAY MONITOR
H.P. PRINTER
22 STATION PHONE SYSTEM
WHEELED STAND
4 DRAWER FILE CAB

OFF LINE EDIT / OFFICE STORAGE

DESK
LAMP
OFFICE CHAIR
2 DOOR WOOD CABINET
DESK
NEC MONITOR
NEC MONITOR
NEC MONITOR
SONY ¾ DECK
½ S DECK PANASONIC
SYMPHONIC VCR

EDIT BAY #1

PANASONIC MONITOR
PANASONIC MONITOR
PANASONIC S PLAYER
PANASONIC S RECORDER
PANASONIC EDIT CONTROLLER
DESK
CHAIR

EDIT BAY #2

PANASONIC MONITOR
PANASONIC MONITOR
PANASONIC PLAYER
PANASONIC RECORDER
PANASONIC EDIT CONTROLLER
DESK
CHAIR

NEWS ROOM

NETWORK ROUTER
RC 1000 ANT CONTROLLER
UNITY FOX SAT RECEIVER
VECTOR SCOPE
STANDARD DIGITAL SAT RECEIVER
CHAPARRAL SAT RECEIVER
D H SATELLITE DISH (2)
DX SAT RECEIVER
RF DA
ROUTER
PROC AMP
PROC AMP
PANASONIC VHS VCR
NEWS WIRE COMPUTER TOWER
PANASONIC S RECORDER
PANASONIC S RECORDER
NEC MONITOR
NEC MONITOR
UNIDEN SCANNER
UNIDEN SCANNER
ERICSSON SCANNER
EPSON PRINTER
DESK
ASSIGNMENT COMPUTER SYSTEM

ASSIGNMENT DESK
ANCHOR DESK
REPORTER COMPUTER SYSTEMS (5)
4 DRAWER FILE CABINETS (2)
OFFICE CHAIRS (5)
CHAIR

EPSON SERVER PRINTER
SERVER COMPUTER SYSTEM
ANCHOR COMPUTER SYSTEM

SPORTS OFFICE

DESK (3)
CHAIR
PANASONIC MONITOR
PANASONIC MONITOR
PANASONIC SVHS PLAYER
PANASONIC SVHS RECORDER
PANASONIC SVHS EDIT CONTROLLER
4 DRAWER FILE CAB
1 COMPUTER SYSTEM
19" PANASONIC TV
PANASONIC ½" RECORDER

ENG EQUIPMENT

PANASONIC BATTERY CHARGER
PANASONIC AGDP800 FIELD CAM
PANASONIC AGDP800 FIELD CAM

PRODUCTION CONTROL ROOM

RACK 178

RCA VIDEO DA BANK
INC VIDEO DA BANK
COLLINS MICRO WAVE DEMODS
3M ROUTER
GV VIDEO DA BANK
MICROTIME 320 TBC
HITACHI CCU
HITACHI CCU
TELEMET CHROMAKEYER
DIGITAL FRAME SYNC

RACK 179

GV VIDEO DA BANK
RCA VIDEO DA BANK
SIGMA AUDIO VIDEO DA BANK
RCA TRIPLE MONITOR
RCA TRIPLE MONITOR

SONY QUAD MONITOR
PANASONIC ROUTER
VIDEO TEK VECTOR SCOPE
HITACHI WAVEFORM SCOPE
SONY STILL STORE

RACK 180

SCIENTIFIC ATLANTA DEMOD
AUDIO MONITOR
CONRAC MONITORS (2)
CAM MONITORS (2)
SONY 4 BANK MONITOR
VIDEO TEK MONITOR
ECHOLAB SE6 ELECTRONICS

RACK 181

SHINTRON AUDIO DA
ROUTER
APHEX COMPELLOR
PRIME IMAGE TBC
MICROTIME FRAME SYNC
SIGMA AUDIO DA BANK
ATI AUDIO DA
SYMETRIX AUDIO PA
ESC CLOCK
TASCOM LOW IMPEDANCE ADAPTERS (2)
RCA AUDIO MONITOR AMPS (3)

RACK 182

SONY BVW 95
SAMSUNG DIGITAL RECEIVER
LXI 1/2 VHS DECK
ESC CLOCK DRIVE SYSTEM
APHEX COMPELLOR
SIGMA VIDEO DA
MICROTIME TBC
VIDEO TEK MONITOR
MICROTIME DVE
AUDIO BOARD POWER SUPPLY'S (3)

RACK 183

SONY 1/4 RECORDER PLAYERS (3)
PANASONIC DV2000 DIGITAL RECORDER

RACK 184

SONY MONITOR BANK
SONY MONITOR BANK
PANASONIC SVHS PLAYERS (3)
PANASONIC SVHS PLAYER RECORDER
SONY ¼ PLAYERS (2)
PANASONIC DV2000 DIGITAL RECORDER

RACK 185

CHYRON TELESYSTEMS C.G.

CONTROL ROOM COUNTER

CONRAC MONITORS (2)
VIDEO TEK MONITOR
CHYRON KEYBOARDS (3)
MICROTIME DVE CONTROLLER
ECHO LAB SE6 VIDEO CONTROL
SONY ¼ EDIT CONTROLLER
AUDIO DESIGNS AUDIO BOARD

STUDIO

INTERVIEW SET
STOOLS (2)
CHROMA KEY CURTAIN
SHURE SM83 TALENT MICS (3)
STUDIO VIDEO MONITORS ASSORTED (9)
ROLLING STAND
ITE CAM PEDESTAL
RCA CAM PEDESTAL
CAMERA PROMPTER SYSTEMS (2)
HITACHI STUDIO CAMS (2)
SONY PROMPTER CAMERAS
CLOCK
ASSORTED STUDIO LIGHTS

ENGINEERING

DESK
DESK
LEADER SCOPE
PANASONIC MONITOR

27 DRAWER CAB
4 DRAWER FILE CAB

amended on 4/27/04

DUBUQUE STL
NEC TR 6G2400-5A/ Transmitter and Receiver
Frequency 6900 - 6925 Mhz
Emission Designator 25M0F8W
EIRP (DBM) 48.2
Antenna Height 47ft.
Beam width 1.7Polarization Horizontal H
Transmitter is located at 744 Main Street in Dubuque Lat. 42-29-48.0 N and Lon. 90-39-56W
Receiver is located at the tower site in Wisconsin Lat.42-31-9 N, Lon.90-37-11W

Equipment on the roof
3.7 meter D & H Sat. dish (steerable) 2
8 ft. Andrew Microwave dish 1
STL 4ft. Parabolic Antenna (1)

WISCONSIN SITE

COLLINS SUBCARRIER DEMODS (2)
ITS EXCITER MODULATOR SYSTEM
ITS 3 WATT TRAYS (2)
GVG VIDEO DA BANK
TEK 529 WAVEFORM
VIDEO TEK WAVEFORM
COLOR MONITOR
BURK REMOTE CONTROL
3" DUMMY LOAD
10 POSITION ROUTER
UHF RECEIVER
SPARE KLYSTRON
RCA TTU 30 UHF XMITTER
SPARE WATER PUMP
CABLE WAVE LINE PRESSURE PUMP
MA6G MICROWAVE RECEIVER
EQUIPMENT RACKS (3)
LENNOX AIR CONDITIONING SYSTEM
HEIL AIR CONDITIONING SYSTEM
FOX SAT DISH
RCA SAT DISH
TFL36J RCA UHF ANTENNA

Exhibit 1.3

Contracts

Exhibit 1.4(a)

Tower Lease

TOWER LEASE

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, by and between Dubuque TV Limited Partnership, an Iowa limited partnership ("Lessor") and Christian Television Corporation, Inc., a Florida corporation ("Lessee").

WHEREAS, Lessor owns a certain antenna tower ("Tower") and associated equipment building in Jamestown Township, Grant County, Wisconsin on which the analog, digital and microwave television antennae and associated transmission equipment for television station KFXB is mounted and housed, and holds a leasehold interest in the land upon which the Tower and equipment building is located; and

WHEREAS, simultaneous to the execution of this Lease, Lessee is purchasing KFXB from Lessor pursuant to an Asset Purchase Agreement dated _____, 2004 (the "APA"); and

WHEREAS, the APA provides that, as part of its acquisition of KFXB, Lessee will receive a twenty-five (25) year rent free lease of the Tower and transmitter building for KFXB's analog, digital and microwave television operations.

IN CONSIDERATION of the promises herein made, the parties hereto agree and covenant, intending to be legally bound, that:

1. **Leased Premises.** Subject to the terms and conditions herein stated Lessor hereby leases certain space on that Tower located in Jamestown Township, Grant County, Wisconsin at 42° 31' 09.0" N. Latitude, 090° 37' 11.0" W. Longitude, and approximately three hundred (300) square feet of floor space ("Transmitter Space") in the adjoining transmitter building owned by Lessor, to Lessee to install, maintain, use, repair and remove communications transmitters, receivers and antennae related to the analog, digital and microwave operation of television station KFXB, Dubuque, IA.

2. **Equipment Permitted.** As of the date of this Lease, the transmitting KFXB analog antenna is top-mounted on the Tower. The transmitting digital antenna being used for KFXB's reduced- power temporary operation, is side-mounted on the Tower, occupying approximately 15.6 feet of vertical tower space, between 410 and 426 feet AGL. Two microwave antennas are side-mounted on the Tower, one at 565 feet and the other at 210 feet AGL, each occupying approximately 10 feet of vertical tower space. The vertical tower space, at the locations specified, are included in and hereby leased by Lessor to Lessee. One studio-to-transmitter link receive antenna is side-mounted on the Tower at approximately 100 feet AGL, occupying approximately three (3) feet of vertical tower space. The space atop the tower and the vertical tower

space, at the locations specified above, are included in and hereby leased by Lessor to Lessee. For the existing, installed KFXB antennae, transmission lines are installed between the antennae and the associated equipment in the Transmitter Space and if replaced shall be installed as specified or agreed to by Lessor, subject to the provisions of paragraph 8 hereof. For KFXB's full power digital operation, transmission lines may also be installed between the antennae and the associated equipment in the Transmitter Space, subject to the conditions of paragraph 8 hereof. Lessee may utilize up to three hundred (300) square feet of Transmitter Space, designated by Lessor and more particularly described in Attachment 1, in the transmitter building at the base of the Tower to house KFXB's analog, digital and microwave transmitting equipment. Should Lessor wish to replace antennae or transmitting equipment with new equipment for KFXB's analog, digital or microwave operations, Lessor shall make available such additional space as may be necessary to accommodate the new equipment without the need for additional rent to be paid; provided that KFXB's new equipment shall not require the displacement of antenna or equipment by other users of the Leased Premises. Lessee shall be responsible, at Lessee's expense, for obtaining, maintaining and paying for all permits, inspections, taxes, fees, engineering studies and permissions of every type, with respect to this Agreement and/or its use of the Leased Premises. To the extent not already provided, Lessee will arrange, at its sole cost, for the provision of separate electrical power to the Leased Premises, separately metered, for its equipment.

3. **Term.** The initial term of this Agreement shall be for a period of twenty-five (25) years commencing _____, 2004 ("Commencement Date"), and ending _____, 2029.

4. **Rent.** The consideration for this Agreement is included in the purchase price of KFXB. Therefore, there shall be no rent owed during the term of this Agreement. Lessee agrees to pay for the cost of electricity for its operations, either on a prorated basis or separately.

5. **Termination.** This Agreement shall automatically terminate in the event Lessee purchases the Leased Premises pursuant to that certain separate agreement at Attachment 2 hereto between Lessor and Lessee granting Lessee a right of first refusal to purchase the Leased Premises.

6. **Land Lease Representation and Warranty.** Lessor represents and warrants that it holds a leasehold interest in the land upon which the Tower is situated which will expire in 2029, that it is not now in default under the terms of said lease, and that in the event that Lessor can no longer fulfill its obligations under said lease, or sells the Tower to Lessee pursuant

to Lessee's right of first refusal, that it will use its best efforts to secure an assignment of said lease to Lessee.

7. **Maintenance.** Lessor shall provide all necessary maintenance and repairs to the Tower and Transmitter Building, including the painting of the tower and maintenance of the lights thereon, provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee, Lessee shall reimburse Lessor for the cost thereof. Lessee shall, at its own expense, be responsible for and carry out the installation, operation and maintenance of its property, including, but not by way of limitation, the electrical and mechanical maintenance of antennas and other equipment and any transmission lines. Subject to reasonable security rules of Lessor, Lessee or its agents shall have access to the Tower, Transmitter Space, and the land upon which both are situated, at all reasonable times for the operation, inspection, maintenance, repair, removal and replacement of Lessee's equipment, provided, however, such activities shall be performed by Lessee in accordance with the standards of good engineering practice, in such manner and at such times as necessary to assure that there is no interference and a minimum of disruption to the normal operations of other occupants of the tower, and in conformance with the requirements of the Federal Communications Commission.

8. **Changes and Alterations of Lessee's Equipment.** Lessee shall have the right, at its own cost and expense, to make such changes and alterations in Lessee's equipment in or on the Leased Premises as its operations may require, including the renovation or replacement of its antennas, provided, however, that (1) such changes or alterations are in conformance with good engineering practice and, if required, have been approved by the Federal Communications Commission; (2) plans and specifications, including a study of potential frequency conflicts with other users of the tower, are first submitted to and approved by Lessor, and (3) proposed changes or alternations do not increase the "wind-loading" of the Tower unless all associated costs and expenses of strengthening the Tower are entirely and exclusively borne by Lessee. Lessee will provide an independent professional analysis of "wind-loading" and stress to determine any changes that equipment replacements and/or alterations would cause. Lessee shall be solely responsible for all approvals and costs arising out of or related to, directly or indirectly, any structural improvements or other modifications of the tower arising out of Lessee's modification of the current facilities. Lessee may install on the tower only the antennas and transmission lines that have been approved by Lessor and all installations will be carried out in a neat, workmanlike manner without interference and with a minimum of disruption to the operations and activities of other occupants of the tower. Upon completion, said installation must be approved by Lessor. Lessor will not unreasonably or in bad faith withhold any of these approvals.

9. **Removal of Antennas and Equipment.** Lessee agrees to remove its antennas and equipment, at its expense, within sixty (60) days after expiration of this Agreement or termination as provided for herein. If Lessee fails to remove its equipment in a timely manner as required by this paragraph, Lessor shall have the right to remove and store Lessee's equipment, at Lessee's expense, and to require reimbursement of the reasonable costs of such removal and storage in accordance with the other provisions of this Agreement.

10. **Indemnification.** Lessee shall perform all of its obligations and carry on all of its operations and activities entirely at its own risk and responsibility. Lessee shall indemnify, defend and hold Lessor, its directors, officers, agents and employees harmless from and against any and all loss, expense, damage, claim, demand, judgment, fees, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever whether arising on account of damage to or loss of property, or personal injury, or death arising directly or indirectly from Lessee's willful misconduct or negligent use of the premises. Lessor shall indemnify, defend and hold Lessee, its directors, officers, agents and employees harmless from and against any and all loss, expense, damage, claim, demand, judgment, fees, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever whether arising on account of damage to or loss of property, or personal injury, or death arising directly or indirectly from the willful misconduct or negligent use of the premises by Lessor or any other tenant of the Leased Premises.

11. **Insurance.** Without limiting Lessor's right to indemnification under any other provision of this Agreement, it is agreed that Lessee shall purchase, at its own expense, and maintain in force at all times during the term of this Agreement, the policies of insurance specified below. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessee's policy contains higher limits, Lessor shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance, from a company or companies authorized to write policies of insurance in the State of Wisconsin, must be furnished to the Lessor upon request and must provide for a 30-day period prior notice to Lessor of cancellation, non-renewal or material change of the policies. Failure to provide satisfactory evidence of insurance within five (5) days of request or the lapse of a policy shall be a material breach and grounds for termination of this Agreement. Each Workers' Compensation Insurance policy shall be endorsed with a waiver of subrogation in favor of Lessor. All other insurance policies required by this Agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insurance carried by the Lessor will be excess only and will not contribute with the insurance required by this Agreement, and shall be endorsed to name Lessor as an additional insured and shall provide for a waiver of subrogation

in favor of Lessor. All endorsements shall reference this Agreement. All insurance shall be on an "occurrence" and not a "claims-made" basis.

(a) Workers' Compensation Insurance: Lessee shall provide and maintain, for all employees of Lessee engaged in work under this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Wisconsin. Lessee shall be responsible for Workers' Compensation Insurance for any contractor or subcontractor who directly or indirectly provides services for Lessee under this Lease and Lessor may require evidence of such insurance prior to the commencement of any work on the Leased Premises. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$500,000 (Five Hundred Thousand Dollars) per person, \$500,000 (Five Hundred Thousand Dollars) per occurrence.

(b) Comprehensive General Liability Insurance: With coverage limits no less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and annual aggregate where generally applicable, including premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

(c) Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence bodily injury and property damage.

12. Hazardous Materials.

(a) Except as necessary for the operation or maintenance of the broadcasting equipment on the premises, such as, but not limited to, power transformers, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the premises or adjoining property owned or occupied by Lessor by Lessee, its agents, employees, contractors, or invitees. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the premises or adjoining property owned by Lessor caused or permitted by Lessee results in contamination of the premises, or if contamination of the premises or adjoining property owned or occupied by Lessor by Hazardous Material otherwise occurs for which Lessee is legally liable for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the premises, damages for the loss or restriction of usable space or of any amenity of the premises, and reasonable sums paid in settlement of claims, attorney's fees, consultant fees,

and expert fees) which arise during or after the period in which this Lease is in effect as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the premises and adjacent properties. Without limiting the foregoing, if the presence of any Hazardous Material on the premises or adjoining property owned or occupied by Lessor caused or permitted by Lessee results in any contamination of the premises or adjoining property owned or occupied by Lessor, Lessee shall promptly take all actions at its sole expense as are necessary to return the premises to the condition existing prior to the introduction of any such Hazardous Material to the premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the premises. If Lessee removes equipment from the premises, whether upon termination of this Agreement or otherwise, or in the event Lessee replaces equipment, and such removed or replaced equipment contains Hazardous Material, such removed or replaced equipment shall be transported and, when applicable, disposed of off of the premises in accordance with all pertinent federal, state or local laws, ordinances, regulations or orders. If certificates of disposal are issued, a copy of the same shall be provided to Lessor at the address listed in this Agreement. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Iowa, or the United States Government.

(b) Lessor represents and warrants that (1) the premises are not listed on the National Priorities List, the Comprehensive Environmental Response, Compensation and Liability System, or their state equivalents; (2) Lessor has operated the premises in accordance with all applicable environmental laws, statutes, rules, regulations, orders and ordinances of the federal, state or local governments; and (3) to the best knowledge of Lessor, no Hazardous Materials on or under the premises are contaminating or have contaminated any environmental medium at or under the premises.

13. **Interference Caused by Lessee.** Lessee shall be responsible for taking such steps as may be necessary to prevent any interference with or spurious radiation to the transmitting facilities of any other lessee of antenna space on the Tower in existence and occupying Tower space at the time this lease is executed, caused by Lessee's transmissions on the Leased Premises and, as to lessees commencing operations subsequent to the execution date, interference resulting from changes in Lessee's operations. Lessee will cease, curtail or modify its operations as required to eliminate the interference, upon receipt of written notice of such interference from Lessor.

In the event spurious radiation or other emissions caused by Lessee's operations cannot be reduced to levels reasonably acceptable to Lessor, Lessor may elect to terminate this Lease by written notice to Lessee. Lessee and Lessor agree to cooperate with other users of the Tower and take such action within their respective spheres of operation as are necessary to the end that Lessee and other tower users are in compliance with applicable Federal Communications Commission regulations (and, where applicable, requirements of other authorities with competent jurisdiction) governing exposure of the public and/or employees or agents of Lessee, Lessor and other tower users to radio-frequency radiation. Except in cases of emergency, Lessee will give Lessor at least ten (10) days notice of its intention to have anyone climb the Tower.

14. **Liens.** Lessee shall not permit or suffer any lien to be attached to the Leased Premises or the facilities of Lessor. If any mechanic's, laborer's, materialman's or any other lien shall at any time be filed against the Leased Premises as a result of Lessee's occupancy or construction thereon, Lessee shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Similarly, Lessor shall not permit or suffer any lien to be attached to the Leased Premises or the facilities of Lessee. If any mechanic's, laborer's, materialman's or any other lien shall at any time be filed against the Leased Premises, Lessor shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise.

15. **Compliance With Regulations.** Lessee, at its own expense, shall maintain Lessee's property in accordance with reasonable engineering standards to assure that at all times Lessee's property and its operation is in conformance with the requirements of the Federal Communications Commission ("FCC") and all other public authorities with jurisdiction over Lessee. Lessor, at its own expense, shall ensure at all times that the Leased Premises are maintained in conformance with the requirements and regulations of the Federal Aviation Administration and the FCC. In the event the FCC assesses any forfeiture against Lessee because the Leased Premises were not maintained or registered as required by the FCC's regulations, Lessor agrees to indemnify Lessee for all costs associated with defending and paying said forfeiture.

16. **Assignment; Binding Effect.** This Agreement shall extend to the successors and assigns of the parties hereto and be binding upon the same. This Agreement may not be assigned by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. Lessor shall have the right to assign this Agreement to any third party subject to Lessor's obligations under that certain separate Agreement between Lessor

and Lessee granting Lessee a right of first refusal to purchase the Leased Premises from Lessor.

17. **Destruction of Tower.** In the event of total or partial destruction of the Tower or Transmitter Building by wind or other casualty, the same shall be repaired as expediently as possible at the expense of Lessor. Lessee shall bear the responsibility and cost for the repair and, if necessary, the removal and or replacement of its equipment. If the Tower or Transmitter Building cannot be economically repaired or reconstructed, Lessor may elect not to rebuild or repair and may terminate this lease by giving written notice to Lessee of such election within 30 days of such destruction. Lessee hereby assumes the risk of the inability to operate as a result of structural failure of the Tower or power failures of the Leased Premises through no fault of Lessor.

18. **Interference to Lessee.** Lessor shall use its best efforts to resolve any interference to Lessee caused by the signals or facilities of any other occupant of the Tower or by the manner of their operation thereof. Upon written notice to Lessor from Lessee of any such interference, Lessor shall (1) promptly investigate the complaint; (2) take reasonable steps necessary to identify the nature and source of the interference; and (3) use its reasonable best efforts to resolve the interference. In this connection, it is understood that, under normal circumstances, the responsibility for the interference would lie with the party who was the last on the air to transmit a new or changed signal. Lessor agrees that it will cause to be included in all subsequent leases of space on the Tower or at the Leased Premises provisions under which Lessor may require that the lessee therein (i) reduce transmitter power or suspend or terminate transmitter or broadcast operations so as to eliminate any interference caused to Lessee's signal or its antennae, equipment or facilities or by the manner of operation thereof, and (ii) reimburse Lessor and Lessee for any costs and expenses reasonably incurred in connection with its efforts to eliminate the interference.

19. **Other Remedies.** If Lessee shall be in default hereunder, and if such default shall not have been cured within the time permitted hereunder, Lessor may cure such default on behalf of Lessee, in which event Lessee shall reimburse Lessor therefore, within five (5) business days after being invoiced by Lessor for any expenses incurred on behalf of Lessee and in respect of Lessee's default. In order to collect such reimbursement, Lessor shall have all of the legal or equitable remedies available under this Agreement or at law.

20. **Subordination; Attornment.** Lessee agrees to subordinate this Lease to any future mortgagee of the Leased Premises if such mortgagee enters into a subordination, non-disturbance and attornment agreement with Lessee in a form reasonably acceptable to Lessee.

21. **Notices.** All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail, return receipt requested, or by Federal Express courier service, postage prepaid, addressed as follows:

(a) If to Buyer: Christian Television Corporation
6922 142nd Ave. N
Largo, FL 33771

(b) If to Seller: Dubuque TV Limited Partnership
744 Main Street
Dubuque, IA 52001

22. **Entire Agreement.** This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

23. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

24. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

25. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

26. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

27. **Choice of Laws.** This Agreement is to be construed and governed by the substantive laws of the State of Wisconsin, without regard to the choice of law rules utilized in that state. Any action to enforce any provision of this Agreement or otherwise arising under or out of this Agreement may be brought or maintained only in a federal or state court in Grant County, Wisconsin.

28. **Recordation.** Lessee may have this Agreement recorded at its expense within ten (10) days of its execution in the office of the Grant County, Wisconsin Register of Deeds.

IN WITNESS WHEREOF, this Agreement is executed in triplicate the day and year first above written.

ATTEST:

LESSOR: Dubuque TV Limited Partnership

Secretary

By:

Thomas Bond, General Partner

LESSEE: Christian Television Corporation,
Inc.

Secretary

By:

Robert D'Andrea, President

NOTARY PUBLIC

My Commission Expires: _____

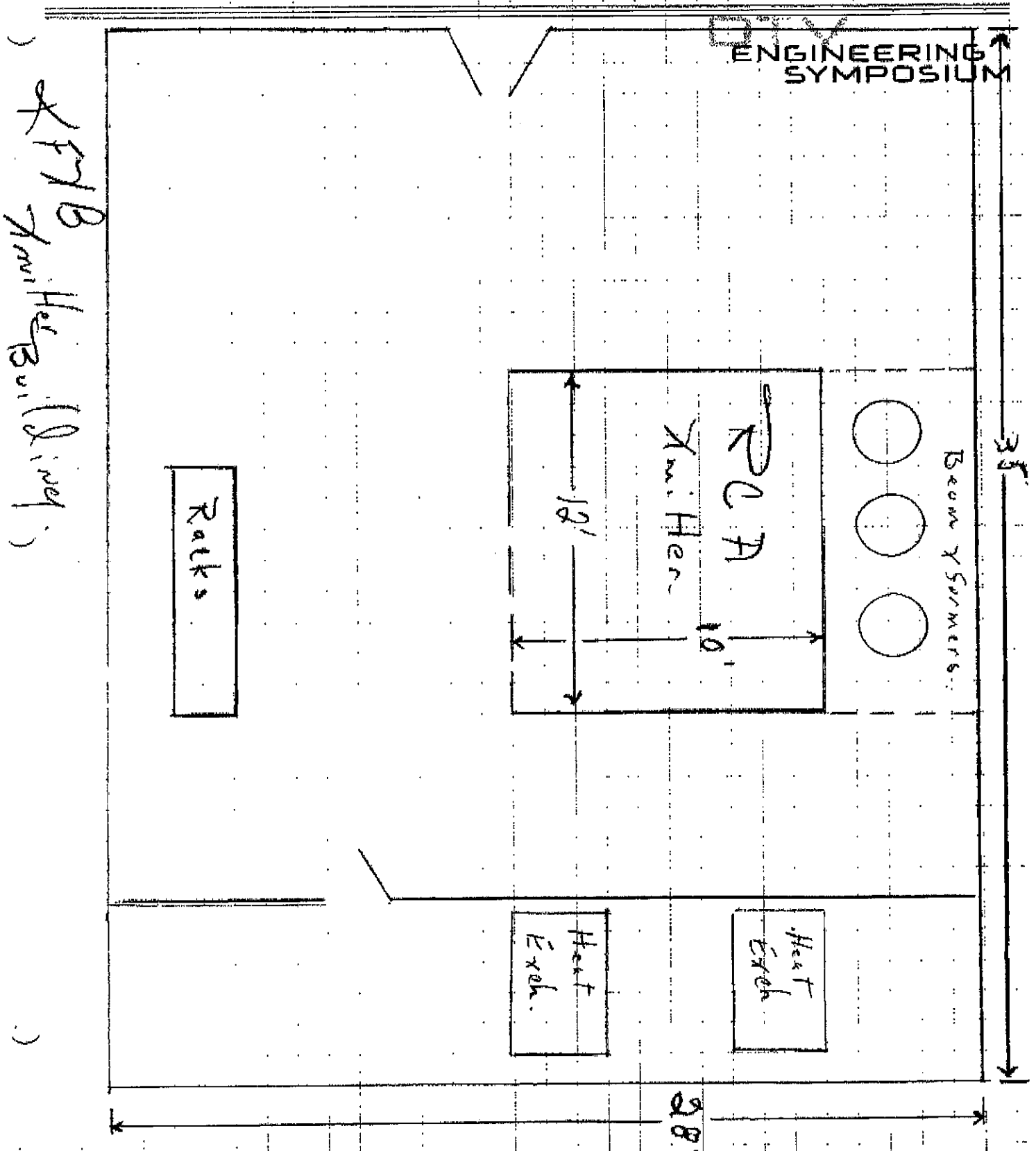
Attachment 1

Description of Space in Transmitter Building

TOWER LEASE

ATTACHMENT 1

DESCRIPTION of SPACE IN TRANSMITTER Bldg.



Attachment 2

Right of First Refusal Agreement

RIGHT OF FIRST REFUSAL (Tower)

This Agreement is made and entered into this ____ day of _____, 2004 by and between Dubuque TV Limited Partnership, an Iowa Partnership ("Dubuque"), and Christian Television Corporation, Inc., a Florida corporation ("CTC").

Recitals

WHEREAS, Dubuque owns a Tower (FCC Reg. No. 1055265), Transmitter building located in Kieler, Jamestown Township, Grant County, Wisconsin, upon and in which television station KFXB's analog, digital and microwave is operated (the "Property"); and

WHEREAS, Dubuque has sold the assets of KFXB, Dubuque, Iowa, to CTC pursuant to an Asset Purchase Agreement (the "APA"), and under the terms of said APA, on _____, 2004, entered into a twenty-five year lease of the Property to CTC for use in KFXB's broadcasting operations (the "Lease"); and

WHEREAS, CTC has expressed an interest in possibly acquiring the Property, and Dubuque has agreed, under the terms of the APA, to grant CTC a right of first refusal to purchase the Property, said right representing an asset purchased by CTC as part of said APA.

NOW THEREFORE, considering the foregoing premises, the parties hereto agree as follows:

Agreement

1. Dubuque, for the consideration received and acknowledged under the terms of the APA between the parties, hereby grants CTC a right of first refusal to purchase the Property, to be offered and exercised as follows:

- (a) Except as stated in the next sentence, if, at any time during the Lease, Dubuque receives an offer for the purchase of the Property, that Dubuque is prepared to accept (the "Offer"), then within ten (10) days, Dubuque shall notify CTC, pursuant to the notice provisions herein, of the Offer, and provide CTC with a copy thereof. CTC acknowledges that it is aware that Dubuque intends, contemporaneously with the closing of the APA, to transfer its interest in the Property, subject to an express assignment and assumption of this Right of First Refusal, to a new entity that will be 75% owned by Second Generation of Iowa Ltd or an entity under common control with that company and 25% owned by Thomas Bond and that such transfer, and only such transfer, shall be exempt from this Right of First Refusal. Said exemption shall not affect the validity or continuing binding nature of this Right of First Refusal on such new entity.
- (b) CTC shall have thirty (30) days from the date of receipt of said notice from Dubuque to notify Dubuque in writing, pursuant to the notice provisions herein, that it wishes to purchase the Property under the same price, terms and conditions as stated in the Offer.
- (c) In the event CTC elects not to purchase the Property, Dubuque shall be free to sell the Property to such third party, provided that the terms of such sale include an assignment to and assumption by such third party of the Lease without modification of its terms.

- (d) In the event CTC elects to purchase the Property, the parties shall enter into an agreement to sell containing the same price, terms and conditions as set out in the Offer, and consummate said sale in due course. CTC understands and acknowledges that a term or condition of such sale will be that it assume Dubuque's obligations associated with the Property, including any agreement with respect to the Property to which Dubuque is a party. Dubuque further agrees that in the event CTC elects to purchase the Property, it will use its best efforts to secure an assignment from Dubuque to CTC of the lease on the land upon which the Tower and Transmitter Building are located.

2. All necessary notices required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by certified mail, return receipt requested, or by overnight courier service, postage or fee pre-paid, addressed as follows:

- | | | |
|-----|-----------------|--|
| (a) | If to CTC: | Christian Television Corporation
6922 142 nd Ave. N
Largo, FL 33771 |
| | with a copy to: | Joseph C. Chautin, III, Esq.
Hardy, Carey & Chautin, L.L.P.
110 Veterans Blvd., Suite 300
Metairie, Louisiana 70005 |
| (b) | If to Dubuque: | Dubuque TV Limited Partnership
744 Main Street
Dubuque, Iowa 52004 |
| | with a copy to: | J. Sydney Cook, III
Rosen, Cook, Sledge, Davis, Cade &
Shattuck, PA |

2117 Jack Warner Parkway
P.O. Box 2727
Tuscaloosa, AL 35403-2727

3. This Agreement supercedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

4. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

5. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6. This Agreement may be assigned by CTC to any entity to which CTC sells or transfers the Station, provided that such entity assumes all of CTC's obligations hereunder. The new entity identified in paragraph 1(a) shall have no right to assign or transfer this Agreement or its obligations hereunder.

7. This Agreement is to be construed and governed by the laws of the state of Wisconsin, except of the choice of law rules utilized in that state.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written:

Dubuque TV Limited Partnership

Christian Television Corporation, Inc.

By: _____
Thomas Bond, General Partner

By: _____
Robert D'Andrea, President