Renew Dec 17th 2010 15% 600 x 15% = \$690 12/11/6010 Sprint Site ID: CB54XC086-D Site Name: WSFJTV 690 x 15% = 12/17/2015

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of <u>6.40.60.29 CARE 24</u>, 2065 ("Effective Date"), by and between Guardian Vision International, Inc., a non-profit corporation, successor in interest to Christian Television of Ohio, Inc., ("Owner") and SPRINTCOM, INC., a Kansas corporation (previously referred to as SprintCom, hereinafter referred to as "Sprint").

BACKGROUND

Pursuant to a PCS SITE AGREEMENT dated May 17, 2001 ("AGREEMENT"), Owner leased to Sprint a certain portion of real property located at 10077 Jacksontown Rd., Township of Licking, County of Licking, State of Ohio, as more particularly described in Exhibit A to the AGREEMENT ("Site").

Owner and Sprint desire to amend the AGREEMENT as set forth herein. Words and phrases having a defined meaning in the AGREEMENT have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Section two (2) of the AGREEMENT is amended by adding the following:

Notwithstanding anything set forth in Section two (2) to the contrary, the current Term of the AGREEMENT will expire on December 16, 2005. Commencing on December 17, 2005, the term of this AGREEMENT ("New Initial Term") is sixty (60) months. The AGREEMENT will be automatically renewed for up to Five (5) additional terms (each a "Renewal Term") of Sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action by either party unless Sprint gives written notice of its decision not to exercise any option(s) to Owner before expiration of the then current term.

2. **Rent.** Section three (3) of the AGREEMENT is amended by adding the following:

Notwithstanding anything set forth in Section three (3) to the contrary, effective December 17, 2005, Rent shall be paid in equal monthly installments of Six Hundred and no/100 dollars (\$600.00), and shall continue during the (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, the Rent for each Renewal Term will be increased on the commencement of each Renewal Term by Fifteen (15%) of the rental rate in effect for the prior Term.

Owner initials: WMK

Sprint initials:

3. Modification of Sprint's Obligation to Pay - Rent Guarantee Period.

Notwithstanding Sprint's obligations to pay Rent set forth under this AGREEMENT, for a Thirty-Six (36) month period commencing on December 17, 2005 and ending on December 16, 2008 ("Rent Guarantee Period"), Sprint hereby agrees that Sprint will be obligated to pay Rent due under the AGREEMENT and such obligation will not be subject to early termination by Sprint, unless such termination is due to Owner's failure to have proper ownership of the Site or authority to enter into this AGREEMENT, or such termination is a result of Owner's default or Sprint's other termination rights set forth in this AGREEMENT, in which event Sprint will have the authority to exercise its termination rights during the Rent Guarantee Period and the Rent Guarantee Period will no longer apply and no guaranteed Rent will be owed.

4. **Termination**. Section eleven (11) of the AGREEMENT is amended by deleting the entire provision and substituting the following provision in its place:

Subject to section three (3) above, Sprint may terminate the AGREEMENT at any time and for any or no reason with at least sixty (60) days prior written notice to Owner without further liability. Upon termination, Owner is entitled to retain Rent due under this AGREEMENT until the termination effective date unless such termination is due to Owner's failure to have proper ownership of the Site or authority to enter into this AGREEMENT, or such termination is a result of Owner's default, in which event no Rent will be due."

5. **Notices.** Section Six (6) of the AGREEMENT is amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to this AGREEMENT, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered either five (5) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice.)

Owner:

Guardian Vision International, Inc.

WSFJ WSFG, GTN 51

KMK 3948 Townsfair Way Ste 220

Columbus, OH 43219

Sprint:

SPRINTCOM, INC.

Sprint Contracts & Performance

Site ID CB54XC086-D

Mailstop KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, KS 66251-2650

Owner initials: LML

Sprint initials: _____

Sprint Site ID: CB54XC086-D

with a copy to:

Sprint Law Department Attn: Real Estate Attorney

Mailstop KSOPHT0101-Z2020

6391 Sprint Parkway

Overland Park, KS 66251-2020"

Reaffirmation; Intention to be Bound. Except as provided in this Amendment, 6. each and every term, condition and agreement contained in the AGREEMENT will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the AGREEMENT are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner	initials:	RMK
MIT SIND I	n-11-frs Camelai	KK

Sprint Site ID: CB54XC086-D

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date. Sprint: Owner: SPRINTCOM, INC., a Kansas corporation Guardian Vision International, Inc., a non-profit corporation Printed Name: (please use blue ink) Printed Name: Rob M. Kas Der Title: Title: Director of Engineering Date: 16/24/05 Date: LIBST AMENDMENT TO PCS SITE AGREEMENT MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT THE MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT ("Amended Sprint initials: ___

Sprint Site ID: CB54XC086-D

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Sprint Contracts & Performance Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

ATTACHMENT 1 TO FIRST AMENDMENT TO PCS SITE AGREEMENT

MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT ("Amended Memorandum"), by and between Guardian Vision International, Inc., a non-profit corporation, successor in interest to Christian Television of Ohio, Inc., a non-profit corporation ("Owner") and SPRINTCOM, INC., a Kansas corporation (previously referred to as SprintCom, hereinafter referred to as "Sprint"), evidences that the lease made and entered into by written PCS SITE AGREEMENT between Owner and Sprint or Sprint's affiliate, dated May 17, 2001 ("AGREEMENT"), has been amended by written agreement between the parties (the "Amendment"). The parties caused to be recorded a Memorandum of PCS Site Agreement with the Office of County Recorder, County of Licking, State of Ohio, as instrument number 200105240018185 on May 24, 2001.

The Amendment provides in part that Owner leases to Sprint certain real property owned by Owner and located at 10077 Jacksontown Rd., Township of Licking, County of Licking, State of Ohio, together with non-exclusive utility and access easements (the "Site"). The Amendment grants Sprint the option to extend the AGREEMENT for Five (5) additional Sixty (60) month terms after the expiration of the new initial sixty (60) month term which commenced on December 17, 2005.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner initials: KIIK
Owner initials: Lill
MD7 50YD 19/21/05 Cawelii KK

Sprint initials: _____

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below. Sprint: Owner: SPRINTCOM, INC., a Kansas corporation Guardian Vision International, Inc., a nonprofit corporation Printed Name: Res M Kaspen Printed Name: Title: Director of Engineering Title: _____ Date: _____

6

Sprint initials:

Sprint Site ID: CB54XC086-D Site Name: WSFJTV

OWNER NOTARY BLOCK (please use blue ink)
STATE OF Ohio)
(/ / ·) ss.
COUNTY OF Flanklin) ss.
214
The foregoing instrument was (choose one) attested or acknowledged before me this 24 the day of the choose one)
day of Pethod , 2005, by (choose one)
(as) receive of Engineering of Guardian
day of October 1, 2005, by (choose one) Sold of Mark
In witness whereof I hereunto set my hand and official seal.
THE THE PARTY OF T
NOTARY PUBLIC
THE CE COL
And the
Sprint NOTARY BLOCK
STATE OF KANSAS)
STATE OF KANSAS)
COUNTY OF JOHNSON)
COUNTY OF JOHNSON
Acknowledgment by Corporation
Pursuant to Uniform Acknowledgment Act
The foregoing instrument was acknowledged before me this day of
The foregoing instrument was acknowledged between the time
Kansas corporation.
Kansas corporation.
In witness whereof I hereunto set my hand and official seal.
III WILLIESS WHOLOU I MOTOR TO THE PARTY OF
The first section of the control of

PCS SITE AGREEMENT

March 97

Site Name: WSFJ TELEVISION

Site J. D.: CB54XC086 - D

Premises and Use. Owner leases to SprintCom, Inc., a Kansas opporation ("SprintCom"), the site described below:

'hnck appropriate box(es)]

I Land consisting of approximately 625 square feet upon which SprintCom all construct its ⊠ equipment base station and ⊠ antenna structure:

 Ruilding interior space consisting of approximately
 Building exterior space for attachment of antennas: square feet;

Building exterior space for placement of base station equipment:

I Tower antenna space between the 250 foot and 270 foot level on the

1 Space required for cable runs to connect PCS equipment and antennas, in it lucation(s) ("Site") shown on Exhibit A, together with a non-exclusive mement for reasonable access thereto and to the appropriate, in the accretion of SprintCom, source of electric and telephone facilities. The Site ill be used by SprintCom for the purpose of installing, removing, replacing, citifying, maintaining and operating, at its expense, a personal immunications service system facility ("PCS"), including, without limitation, itema equipment, cable wiring, back-up power sources (including merators and fuel storage tanks), related fixtures and, If applicable to the te, an antenna structure. SprintCom will use the Site in a manner which will trunreasonably disturb the the Owner's business or the occupancy of wner's other tenants. SprintCom will have access to the Site 24 hours per y. 7 days per week.

Term. The term of this Agreement (the "Initial Term") is 5 years, mmencing on the date ("Commencement Date") both SprintCom and vner have executed this Agreement. This Agreement will be automatically newed for four additional terms (each a "Renewal Term") of 5 years each, less SprintCorn provides Owner notice of intention not to renew not less in 90 days prior to the expiration of the Initial Term or any Renewal Term.

Rent. Until that date which is 30 days after the start of construction, the It will be a one-time aggregate payment of \$100.00, the receipt of which their acknowledges. Thereafter, rent will be paid in equal monthly tailments of Eight Hundred and 00/100 Dollars (\$800.00) (until increased as forth herein), partial months to be prorated, in advance. Rent for each newal Term will be the annual rant in effect for the final year of the Initial m or prior Renewal Term, as the case may be, increased by fifteen percent %).

Title and Quiet Possession. Owner represents and agrees (a) that it is Owner of the Site: (b) that it has the right to enter into this Agreement; that the person signing this Agreement has the authority to sign; (d) that intCom is entitled to access to the Site at all times and to the quiet session of the Site throughout the Initial Term and each Renewal Term so; as SprintCom is not in default beyond the expiration of any cure period; (e) that Owner shall not have unsupervised access to the Site or to the

\ssignment/Subletting. Tenant shall have the right to sublease or assign ights under this agreement without notice to or consent of owner. See lification Rider Paragraph 2.

intices. All notices must be in writing and are effective only when sited in the U.S. mail, certified and postage prepaid, or when sent via night delivery. Notices to SprintCom are to be sent to: SprintCom, Inc., West Higgins Road, Suite 220, Rosemont, IL. 60018, Attention: tern Ohio Property Division, with a copy to SprintCom, Inc., Attention: tor of Network Real Estate, 1200 Main Street, 10th Floor, Kansas City, 34105. Notices to Owner must be sent to the address shown undernath 34105 Notices to Owner must be sent to the address shown undemeath er's signature.

provements. SprintCom may, at its expense, make such improvements e Site as it deems necessary from time to time for the operation of the system. Owner agrees to cooperate with SprintCom with respect to sing any required zonling approvals for the Site and such improvements, termination or expiration of this Agreement, SprintCom may remove its ment and improvements and will restore the Site to substantially the tion existing on the Commencement Date, except for ordinary wear and nd casualty loss.

impliance with Laws. Owner represents that Owner's property (includne Site), and all improvements located thereon, are in substantial ance with building, life/safety, disability and other laws, codes and tions of applicable governmental authorities. SprintCom will initially comply with all applicable laws relating to its possession and use

efference. SprintCom will resolve technical interference problems with equipment located at the Site on the Commencement Date or any

equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise. Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Sitc. See Modification Rider

- 10. Utilities. Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
- 11. Termination. SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or If SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default. See Modification Rider Paragraph 4.
- 12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure
- 13. Indemnity. Owner and SprintCorn each Indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership. use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement,
- 14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.
- 15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust.
- 16. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.
- Insurance. SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by
- SprintCom will be responsible for repairing and 18. Maintenance

OFELIA SHAH

Witness

Print Name

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

12/19/2003 13:37

6144166345

PAX51TELEVISION

Modification Rider to the PCS Site Agreement Page 1 of 1

Site Name: WSFJ TELEVISION

Site I.D.: CB54XC086 - D

	Division Companies to
This Rider is made and entered into by and between	
	Bite free worth in
Christlan Television of Ohio, Inc.	("Owner")
AND	
SprintCom, Inc., a Kansas corporation	("SprintCorn")
TELEFORM ATTACKED TO	
for attachment to the PCS Site Agreement Dated	5-17-0 ("Agreement").
This rider is incorporated into and constitutes an into specified in the Agreement shall have the manufacture.	egral part of the Agreement to which it is attached. The terms used herein which are defined or

- 1. This rider is incorporated into and constitutes an integral part of the Agreement to which it is attached. The terms used herein which are defined or specified in the Agreement shall have the meanings indicated in the Agreement where the context permits and unless otherwise indicated herein, and definitions of terms set forth herein shall apply to the Agreement where the context permits. If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control.
- 2. Paragraph 5, Assignment/Subletting, is detected in its entirety, and a new Paragraph 5, Assignment/Subletting, is inserted to read as follows: SprintCorn will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCorn shall have the right to assign its rights under this Agreement to any of its subsidiaries, affillates or successor legal entities, to any entity acquiring substantially all of the assets of SprintCorn or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner.
- 3. Paragraph 9, Interference, is deleted in its entirety, and a new Paragraph 9, Interference, is inserted to read as follows: SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encreaches onto the Site. Owner may in the future allow other carriers to install their equipment on the remainder of Owner's property provided their equipment does not interfere with SprintCom's existing equipment or access to the Site.
- 4. Paragraph 11, Termination. An additional sentence is added to the end of Paragraph 11, Termination and shall read as follows: Upon termination of this Agreement on or before the date which is twenty five (25) years from Commencement Date, and which termination is made by SprintCom pursuant to the phrase "if SprintCom, for any other reason, in its sole discretion, determines it will be unable to use the Site for the intended purpose," SprintCom will pay to Owner within sixty (60) days of the date of its notice of termination, a termination fee equal to Two Thousand

Owner Initials:	$-\mathcal{R}$	3		
printCom Initials:	M			
	e San		1	oy Tay Stud

12/19/2003 13:37 6144166345

PAX51TELEVISION

EXHIBIT A page 1 of 2

March 97

PCS Site Agreement

Site Name: WSFJ TELEVISION

Site I. D.: CB54XC086 - D

Site Description

Site situated in the Township of Licking, County of Licking, State of Ohio, commonly described as follows:

All bearings in amis dundroption are bound on the bracing extled don tions the debts. Line of state Monte 11 on the otals Mignary Drawings

AND AND SECTION TO TAKE THE POST OF THE

Legal Description:

Version 1

SEE EXHIBIT 1, ATTACHED.

Owner Initials:

SprintCom Initials:

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which he Site is located and/or an as-built drawing depicting the Site.

EXHIBIT 1

being in Township 19, Range 17, Rafugee tract being a part of Sections 9 and 10 and bounded and described as follows:

Sections 3 and 10 and bounded and described as follows:

Beginning at a 6° concrete monument marking the intersection of the north right of way line of Interstate No. 70 with the east line of Section 10: thence South 13 degrees 9 minutes cept, 306.24 feet, along the northerly right of way line of Interstate No. 70, to a point for a corner: thence South 81 degrees 49 minutes cast, 242.09 feet, along the northerly right of way line of Interstate No. 70, to a point for a corner marked by a 5/8° solid iron pin, taid point being North 81 degrees 89 minutes cast, 242.09 feet, along the northerly right of way line of Interstate No. 70, to a point for a corner marked by a 5/8° solid iron pin, taid point being North 81 degrees 89 minutes vest. 57.06 feet from a 6° concrete monument: thence North 41 degrees 48 minutes 10 seconds west, 2280.30 feet to a point for a corner marked by a 5/8° solid iron pin: thence north 81 degrees 17 minutes 10 seconds west; passing the following points, a 5/8° solid iron pin at 221.94 feet, a 5/8° solid iron pin at 510.38 feet, a total distance of 637.53 feet to a point for a corner in the canter line of State Route No, 11; thence South 10 degrees 16 minutes 10 seconds east, passing the point of tangent of a curve having an angle of 1 degree 18 minutes right, a tangent distance of 126.65 feet and a radius of 22.918.31 feet at 183.86 feet, a total distance of 475.88 feet, along the center line and the tangent line of the aforestid road, to a point for a corner; thence North 75 degrees 58 minutes 30 seconds east, 61.15 feat to point for a corner in the easterly right of way line of the aforestid road, to a point for a corner marked by a 6° concrete monument; thence South, 21 degrees 09 minutes 30 seconds east, 162.55 feet, along the easterly right of way line of the aforestid road, to a point for a corner marked by a 6° concrete monument; thence South, 21 degrees 23 minutes cast 474.37 fact. along the aforestid right of way line to a point for a corner marked by a 6° concrete monument; thence marked by a 6" concrete monument; thence South #3 dagrees 09 marked by a s- concrete monument; thence south as the contracts of minutes cast 343.56 feet, along the northerly right of way line of Interstate NO. 70, to the place of beginning containing 31.357 acres of land and subject to all legal highways and easements of

All bearings in this description are based on the bearing called for along the center line of State Noute 13 on the State Highway Drawings.

The above described tract being a part of Farcel No. 2, Tract No. 1 and a part of Parcel No. 2, Tract No. 2 as conveyed by the fistate of Townsend C. Jury to Paul A. Jury, et al., by deed dated January 27, 1950, and recorded in Volume 417, Page 314 of the Deed Records of Licking County, Ohio.

This description was prepared as a result of a survey made by Halter A. Stewart of Newark, Ohio, who is Ohio Registered Surveyor

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

Situate in the northeast quarter of Section 9. Township 19, Range 17. Resugee Lands, Township of Licking, County of Licking, State of

Being a part of a 31.357 acre track as described in a Land Contract between Paul A. Jury and Charrie R. Jury, husband and wife, to Sicradzki Investment Co. and recorded in Volume 494, page 455 of Hortgage Records, Licking County, Ohio Records, said 31.357 acre tract being a part of a 101 acre tract as convoyed by Warranty Deed to Paul A. and Charrie R. Jury, husband and wife, from Chadwin T. Jury and Edith E. Jury, husband and wife, and Rebecce Jury, unmay-ried, as recorded in Deed Book 593, page 225, deted May 5, 1965, and more particularly described as follows:

Exhibit 1 Page 1 of 3

EXHIBIT 1

Beginning at a point in the centerline of State Route 13, which point is referenced from the Northwest corner of said 31,357 acre tract as follows:

Exhibit 1 Page 2 of 3

EXHIBIT 1

MCS Sto Approximates

A survey of this property was made by F. K. Harvey, Registered Civil Engineer and Surveyor, in May, 1966.

Subject to all legal highways, all limitations of access to public roads or highways, leases and rights of way, zoning regulations, easements of record and rectrictive covenants.

Exhibit 1 Page 3 of 3

EXHIBIT A

March 97

page 2 of 2

PCS Site Agreement

She Name: WSFJ TELEVISION

Site I. D.: CB54XC086 - D

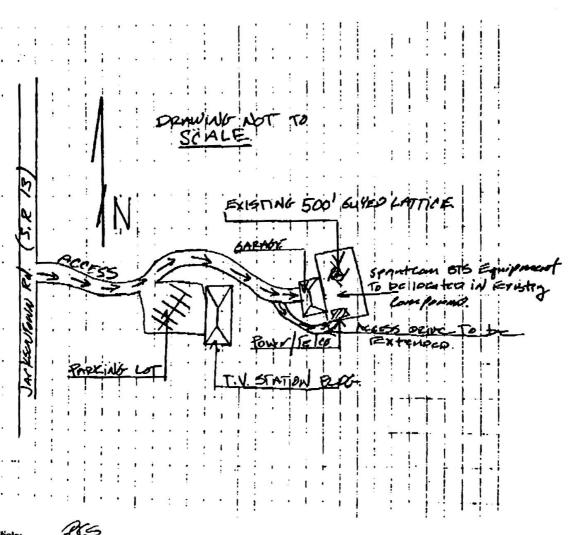
Site Description

Site situated in the Township of Licking, County of Licking, State of Ohio commonly described as follows:

Site Sketch:

Version 1

Owner to sign off on construction drawings prior to start of construction.



Owner Initials: SprintCom Initials:

Note: Owner and SprintCorn may, at SprintCorn's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

PAX51TELEVISION

EXHIBIT A

March 97

PCS Site Agreement

Site Name: WSFJ TELEVISION

Site I. D.: CB54XC086 - D

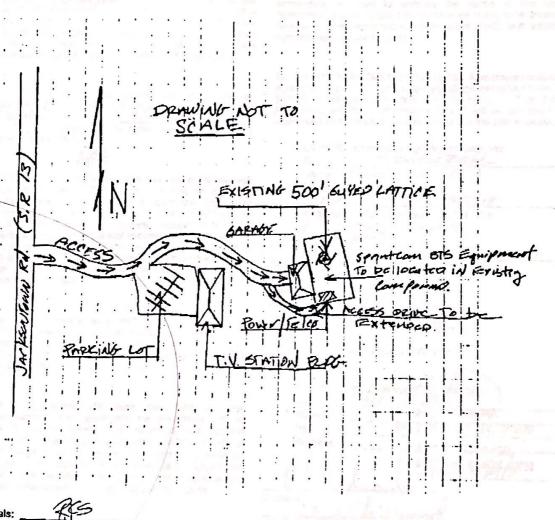
Site Description

Site situated in the Township of Licking, County of Licking, State of Ohio commonly described as follows:

Site Sketch:

Version 1

Owner to sign off on construction drawings prior to start of construction.



Owner Initials:

SprintCom Initials:

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

OPTION AGREEMENT

March 97

Site Name: WSFJ TELEVISION

arsic :

Site ID: CB54XC086 - D

Owner and SprintCom, Inc. a Kansas corporation ("SprintCom"), agree as follows:

- 1. OPTION: Owner grants to SprintCom the option to lease certain real property/space ("Site") described in Exhibit A to that PCS Site Agreement attached hereto as Exhibit 1 and incorporated herein by reference. The lease of the Site upon exercise of this option will be on the terms and conditions set forth in Exhibit 1. Owner will execute the PCS Site Agreement concurrently with its execution of this Option Agreement.
- 2. CONSIDERATION. On full execution of this Option Agreement, SprintCom will pay to Owner the sum of Five Hundred and 00/100 Dollars (\$500.00) as consideration for the option. Owner will retain all option consideration upon expiration of the option term. If the option is exercised, then the consideration will be credited against the first payment of annual rent that is due under the PCS Site Agreement, See Modification Rider to the Option Agreement Paragraph 2,

- 4. EXERCISE: Notice of the exercise of this option will be given by SprintCom to Owner by SprintCom delivering an executed PCS Site Agreement in the form and upon the terms and conditions set forth in Exhibit 1, to Owner at Owner's address set forth in the attached PCS Site Agreement. Notice will be given by either certified mail, return receipt requested, or by overnight carrier. Notice will be deemed effective on the date that it is postmarked or received by overnight carrier, as the case may be. The term of the PCS Site Agreement will commence on the effective date of such notice.
- 5. ACCESS: Owner agrees to permit SprintCom, during the term of this option, free ingress and egress to the Site to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of a similar nature as SprintCom may deem necessary at the sole cost of SprintCom.
- 6. PERMITS: SprintCom will have the right to seek governmental permits and approvals for installation of its communications facility during the term of this Option Agreement. Owner agrees to cooperate with SprintCom (without the obligation to incur any expense) and agrees to take all actions and join in all applications and execute all documents reasonably necessary to allow SprintCom to pursue applications and obtain such governmental permits and authorizations.
- '. MEMORANDUM: On execution of this Option Agreement. Dwner and SprintCorn will execute and record in the official ecords of the county in which the Site is located a Memorandum of Option Agreement in the form of Exhibit 2 attached hereto and teorporated herein by reference. SprintCorn will pay the according cost. If SprintCorn does not exercise its option, then

SprintCom agrees to execute and deliver to Owner a quitclaim deed or other appropriate instrument in recordable form releasing and reconveying to Owner all rights of SprintCom in the Site.

- 8. ASSIGNMENT: Assignment of this Option Agreement by SprintCom may be made to its general partner(s) or to any party controlling, controlled by or under common control with SprintCom, or to any party that acquires substantially all of the assets of SprintCom.
- 9. ATTORNEYS' FEES: The prevailing party in any action or proceeding in court to enforce the terms of this Option Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- 10. ENTIRE AGREEMENT: This Option Agreement contains all agreements, promises and understandings between Owner and SprintCorn pertaining to the subject matter. This Option Agreement and the performance hereof will be governed and interpreted by the laws of the state in which the Site is located.

OWNER: Christian Television of Ohio, Inc.

Name: Richard C. Schilg
Its: President, CEO
S.Ş./Jax No.: 31-089 3918
Appess: 10077 Jacksontown Rd., N.E.
/// Thomville, OH 43076
Date: 1-16-01
Witness /
Michael J. Edwards
Print Name
Frank b. Alexacherath
1415
Fury A Shuickerith
Print Name
11 11
SprintCom, Inc. e Kansto porporation
By: 100/1/200
Name: PETER J. HARTWICK
Its: DIRECTOR OF SITE DEVELOPMENT
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THE THE REAL PROPERTY OF THE PERSON OF THE P
ROSEMONT, ILLHVOIS 60018
Date: 3 1-1/01
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PAX51TELEVISION

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Modification Rider to the Option Agreement Page 1 of 1

Ì	THE MAINE. WARD TELEVISION	Site I.D.: CB54XC086 - D
T	his Rider is made and entered into by and between	not from the common by and budy
C	Christian Television of Ohio, Inc.	("Owner")
	AND	
S	printCom, Inc., a Kansas corporation	("SprintCom")
		a frankrig of the Processor
fo	r attachment to the Option Agreement Dated	1447 16, 2001 ("Agreement"). RCSPH
1.	This rider is incorporated into and constitutes an integ herein which are defined or specified in the Option Agi the context permits and unless otherwise indicated h	gral part of the Option Agreement to which it is attached. The terms used reement shall have the meanings indicated in the Option Agreement where

- Agreement where the context permits and unless otherwise indicated herein, and definitions of terms set forth herein shall apply to the Option Agreement where the context permits. If there are any inconsistencies between the provisions of this Rider and the provisions of this Rider shall control.
- Paragraph 2, Consideration, is deleted in its entirety and a new Paragraph 2, Consideration, is inserted to read as follows: On full
 execution of this Option Agreement, SprintCom will pay to Owner the sum of Five Hundred and 00/100 Dollars (\$500.00) as
 consideration for the option. Owner will retain all option consideration upon expiration of the option term.

wner Initials	RCS	
rintCom Initials	PH	

EXHIBIT A

(Description of Premises owned by Landlord)

Non-exclusive rights to 400' tower.

Note: Tenant may, at Tenant's option, revise this Exhibit A to accurately reflect the legal description of the Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Premises.

EXHIBIT B

(Description of Demised Premises leased to Tenant)

Note: Tenant may, at Tenant's option, revise this Exhibit B to accurately reflect the legal description of the Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Premises.

[Note: If Tenant Is exclusively leasing the entire premises owned by Landlord, Exhibit B should be the same as Exhibit A.]

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EXHIBIT C

(Rent Schedule)

While Landlord is not in default hereunder. Tenant will pay Landlord monthly rental equal to seventy percent (70%) of the Collected Revenue derived from the installation and operation of communications equipment on the leased premises in accordance with the terms of the Agreement.

For purposes of this Lease, Collected Revenue means all rental revenue received by Tenant from its Licensees and Subtenants for their use of the premises, less any taxes collected by Tenant and remitted to any government entity, and the costs of any construction undertaken by Tenant which is necessary to accommodate additional equipment in the future. Any construction of this type will require the prior written approval of the Landford and the costs associated with it shall be amortized over an eight year period on a straight line bases. [Upon the expiration of this revenue due and payable from any subtenant or licensee Tenant procured for as long as said subtenant or licensee remains located on the Premises.]