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1STATE OF ALABAMA

ST. CLAIR AND SHELBY COUNTIES)

GROUND LEASE

THIS LEASE made and entered into this 15 day of Aug., 1991, between OUR LADY OF THE ANGELS MONASTERY, INC., (hereinafter referred to as "Lessor") and ETERNAL WORD RADIO NETWORK, INC., (hereinafter referred to as "Lessee").

R E C I T A L S

A. Lessor is the owner of certain real property located in St. Clair County and Shelby County, Alabama, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

B. Lessee desires to broadcast programs developed by Eternal Word Television Network, Inc. ("EWTN"), which requires the construction of radio transmission towers and associated facilities which it desires to construct on the Premises.

C. Lessor and Lessee desire to enter into this Lease upon terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises recited above, the mutual covenants and agreements expressed below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee hereby agree as follows:

1. **LEASE OF PROPERTY:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, together with all of the appurtenances, privileges and easements pertaining thereto.

2. **TERM AND RENEWAL OPTIONS:**

(a) **Initial Term:** The term and duration of this Lease shall be for a period of fifty (50) years commencing on the date Lessee shall complete its construction in accordance with Paragraph 5 (the "Commencement Date"). The parties shall execute an amendment to this Lease stating the exact Commencement Date and expiration date (the "Initial Term").

(b) **Renewal Options:** Provided Lessee is not then in default of this Lease, Lessor hereby grants to Lessee the option to extend the Initial Term of this Lease for five (5) successive five (5) year terms, which shall be extended automatically for each optional term (without Lessee being required to give any notice to Lessor with respect to such extension) unless Lessee shall give written notice to Lessor at least three (3) months prior to the commencement of

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such respective extension term of its election not to extend the term for the next optional extension term. If Lessee elects not to extend the Initial Term or any extension term as aforesaid, then Lessee's option with respect to any and all remaining extension terms shall lapse and become null and void, and the term of this Lease shall expire at the end of the then current term.

3. RENTAL PROVISIONS:

(a) Payment of Rent: The rent which the Lessee agrees to pay to the Lessor for the Initial Term, together with any extensions thereof, is the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

(b) Net Lease Provision: It is the purpose and intent of the Lessor and Lessee that the rent hereinabove provided be absolutely net to Lessor, and that all costs, expenses and obligations of every kind or nature whatsoever, relating to the Premises, or any improvements thereon, which may arise or become due during the Initial Term, or any extension thereof, shall be paid by the Lessee.

4. USE OF PREMISES. Lessee may use and occupy the Premises or any portion thereof and all buildings and improvements constructed thereon for the construction and operation of a radio transmission facility, or for any and all lawful purposes.

5. IMPROVEMENTS, ALTERATIONS AND ADDITIONS: Lessee, at its own expense, shall have the right from time to time (i) to demolish and remove any and all buildings and improvements now or hereafter located on the Premises, and construct a building or buildings and/or improvements on the Premises, (ii) replace, construct and erect any and all buildings and improvements on the Premises, and (iii) to make any and all alterations and additions to such buildings and improvements, provided that all work performed by Lessee at the Premises shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations. All such improvements shall be used and remain the property of Lessee during the Initial Term, or any extension thereof. However, Lessee shall not be required to remove any such improvements and Lessee's failure to do so shall be deemed to be an abandonment whereby title shall become vested in the then owner of the land. Notwithstanding the foregoing, Lessee agrees to construct on the Premises radio transmission towers and related facilities within twenty four (24) months from the date this Lease is fully executed by the parties. Lessee shall promptly obtain from the proper municipal, County, State and other duly constituted authorities such unconditional permits as may be required for the operation, maintenance and construction of the radio transmission facilities contemplated herein. If Lessee has commenced such construction and is delayed for any reason beyond Lessee's

reasonable control, such as a delay caused by an Act of God, fire, casualty, revocation of building permit, or similar matters of force majeure, Lessee shall be entitled to extend the Initial Term of this Lease for a period equal to such delay. If Lessee fails to perform its obligations hereunder, Lessor may terminate this Lease and all Lessee's rights hereunder upon giving a thirty (30) day notice of such termination. This right of termination shall automatically expire upon the construction of the improvements contemplated herein.

6. MAINTENANCE AND REPAIRS: Lessee, at all times during the Initial Term of this Lease, or any extension thereof, and at its own expense, shall keep and maintain in good order and repair, all buildings and improvements on the Premises.

7. PAYMENT OF TAXES AND UTILITY EXPENSES:

(a) Lessee's Obligation: Lessee covenants and agrees with Lessor that the Lessee shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all taxes, assessments, water and sewer rents, rates and charge, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, of any kind and nature whatsoever, which during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of, or in respect of, or become a lien on, the Premises or any improvements thereon, or any part thereof or any appurtenances thereto.

(b) First and Last Years: All payments of taxes or assessments or both, except permitted installment payments, shall be prorated for the initial lease year and for the year in which the Lease terminates, based upon the respective number of days within the tax year for which the Lease is in effect. All unpaid assessments applicable to the Premises which have arisen prior to the Commencement Date of this Lease, irrespective of when the same shall become due and payable, shall be paid by the Lessor.

(c) Contests by Lessee: If the Lessee desires to contest the validity of any tax or tax claim imposed, the Lessee may do so without being in default hereunder as to the Lessee's obligation to pay taxes, provided, the Lessee gives the Lessor notice of the Lessee's intention to do so and pays the contested imposition or secures payment thereof in such manner as shall stay or prevent the sale of the Premises to satisfy such imposition.

(d) Utilities: Lessee shall furnish, at its own expense, all utilities of every type and nature required by it in its use of the Premises and shall pay or cause to be paid, when due, all bills for water, sewerage, heat, gas, electricity and other utilities, if any, used on, in connection with, or chargeable against the Premises

until the termination of this Lease, and Lessee shall indemnify and hold Lessor harmless from and against any loss, cost and expense in connection therewith.

8. LESSOR'S INTEREST NOT SUBJECT TO LIENS:

(a) Notice to Third Parties: All persons to whom these presents may come are notified of the fact that the Lessee shall have no power to subject the interest of the Lessor in the Premises to any mechanic's or materialmen's liens or lien of any kind.

(b) Indemnification by Lessee: Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the Premises during the continuance of this Lease, any lien or claim of any kind, and if such lien be claimed or filed it shall be the duty of the Lessee, within ninety (90) days after the said Lessee receives notice that a claim shall have been filed among the Probate Records of Shelby County or St. Clair County, Alabama, as the case may be, to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment into court of the amount necessary to relieve and release the Premises from such claim or in any other manner which, as a matter of law, will result within the said period of ninety (90) days, in releasing the Lessor and the title of the Lessor from such claim.

9. INDEMNIFICATION OF LESSOR AGAINST LIABILITY: Lessee covenants and agrees with Lessor that, during the term of this Lease, the Lessee will indemnify and save harmless the Lessor against any and all claims, debts, costs, including reasonable attorneys' fees, demands or obligations which may be made against the Lessor (excluding those arising from the acts or omissions of Lessor, or its agents) arising by reason of or in connection with the making of this Lease and the ownership by the Lessee of the leasehold interest created by this Lease.

10. INSURANCE: Lessee shall maintain, at its sole cost and expense, during the Initial Term, or any extension thereof, insurance with insurance companies authorized to do business in the State of Alabama and which are acceptable to Lessor the following:

(a) fire insurance and insurance with respect to risks and hazards from time to time included under the standard extended coverage endorsement in an amount not less than the full replacement value of the buildings and improvements constituting a part of the Premises as determined from time to time by the insurer or insurers; and

(b) comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Premises by Lessee in a

combined single limit amount of not less than One Million Dollars (\$1,000,000.00).

The full insurable value shall mean actual replacement costs but not including the cost of soil tests, trenches, excavation, foundations, footings and other improvements below ground which are not ordinarily insurable. All insurance policies that Lessee must maintain as provided above shall name Lessor and Lessee as the insured parties, as their respective interests may appear. Such policy or policies shall contain an endorsement which provides that the said insurance may not be canceled without ten (10) days written notice to Lessor. Lessee shall deliver to Lessor, within thirty (30) days after the commencement of this Lease, insurance certificates evidencing all insurance that Lessee is required to maintain under this Lease.

The proceeds payable on account of a casualty loss shall be used to restore the improvements to their original state, if such restoration is feasible, otherwise, Lessee shall clear the Premises of all debris and the proceeds shall be divided such that Lessor shall be paid an amount equal to its actual equity investment in the Premises and the Lessee shall be reimbursed for any capital contributed by it (which the Lessor approves) and the balance, if any, shall be paid to the Lessee.

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11. WAIVER OF SUBROGATION: Notwithstanding any other provision of this Lease to the contrary, Lessor and Lessee each hereby waive all rights of action against the other for loss or damage to the Premises, any improvements located thereon or any part thereof, or any property of Lessee in such improvements, which loss or damage is insured or is required pursuant to this Lease to be insured by valid and collectible insurance policies to the extent of the proceeds collected or collectible under such insurance policies.

12. CONDEMNATION PROCEEDINGS:

(a) Effect on Lease: If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall be so taken as to substantially impair Lessee's business to the extent that the remaining premises would not be economically or feasibly usable by Lessee or Lessee would be unable to operate its business at a level reasonably close to that existing before the taking, then the Lessee shall have the right to terminate this Lease on thirty (30) days written notice given within sixty (60) days after the date of such taking.

(b) Restoration of Remaining Premises: In the event of a partial taking, if this Lease is not terminated by Lessee pursuant to Paragraph 12(a) above, then such portion of the condemnation award

as is necessary to reconstruct and restore the improvements shall be made available to Lessee for application to the restoration and reconstruction of the improvements, and there will be an equitable abatement of rentals due under this Lease until such restoration has been completed.

(c) Disposition of Award: All proceeds and awards payable with respect to any taking of the Premises, other than those applied to restoration or reconstruction in accordance with Paragraph 12(b) above, shall be divided according to the provisions of this Paragraph 12(c). The parties hereby agree that the value of the property at the time of such taking, as though it were vacant property, and taking into account Lessee's unexpired term hereunder, shall be allocated to the Lessor. The value of the improvements on the Premises, and the value of the unexpired Lease term, shall be allocated to the Lessee, together with any other portion of the award in excess of Lessor's share specified in the preceding sentence.

13. ASSIGNMENT AND SUBLETTING: Lessee shall not assign its interest in the Lease, or sublet the whole or any portion or portions of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

14. DEFAULT PROVISIONS:

In the event that the Lessee shall fail to perform any of its obligations under this Lease (after notice of such default or breach shall have been given as hereinbelow provided), the Lessor may at its sole and exclusive remedy elect either:

(a) to perform such obligation, in which event the Lessee shall immediately reimburse Lessor, upon written demand, for the costs incurred in performance of such obligation; or

(b) to terminate this Lease and to resume possession of the Premises wholly discharged from this Lease.

No default or breach of covenant hereunder shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time shall have failed to remedy such default or breach.

15. OPTION TO PURCHASE:

(a) Grant of Option to Lessee. Provided Lessee is not then in default under the terms of this Lease, Lessor hereby grants to Lessee the right, option and privilege to purchase the Premises subject to and upon the terms and conditions hereinafter set forth.

(b) Term of Option to Purchase. Lessee shall have the right to exercise the option to purchase the Premises by giving Lessor written notice, as provided herein, (i) not less than ninety (90) days prior to the expiration of the Initial Term, or any extension thereof (ii) within ninety (90) days after EWTN, or its successor or assign, ceases to provide programming to Lessee for a period of six (6) continuous months. Notwithstanding the foregoing, if any interruption in programming is due to acts of God, strikes, riots, fire, flood, war, delay of carriers or material shortages, such interruption in programming shall not be considered a cessation of programming for purposes of exercising the option to purchase granted herein.

(c) Method of Exercise. This Option may be exercised only by a statement in writing:

(i) declaring Lessee's exercise of the Option; and

(ii) notice of exercise shall be effective only if sent by registered or certified mail, postage prepaid, prior to the expiration of the Option Period to Lessor at Our Lady of the Angels Monastery, Inc., 5817 Old Leeds Road, Birmingham, Alabama, 35210 or by personal delivery of such notice to Lessor at the above address, or at such other address as Lessor may hereafter change by written notice to Lessee. Said notice shall be effective if deposited in the U.S. mail before the expiration of the Option Period.

(d) Purchase Price: The purchase price shall be the fair market value of the vacant land, excluding improvements which comprise the Premises (the "Land"), as agreed in writing between the Lessor and the Lessee. If the Lessor and the Lessee fail to reach an agreement in writing as to the fair market value of the Land within thirty (30) days after the date on which the Lessee gives the written notice specified in Paragraph 15(c) above, the fair market value of the Land shall be determined by two qualified MAI or SREA real estate appraisers with experience in appraising commercial property located in the State of Alabama. One appraiser is to be appointed and paid by the Lessor and the other is to be appointed and paid by the Lessee. Such appraisers shall be appointed, and their reports rendered within thirty (30) days following the last day of the thirty (30) day period referred to immediately above. If the value of the two appraisals are within ten percent (10%) of each other, than an average of the two appraisals shall be used for the fair market value of the Land. If the two appraisals differ by more than ten percent (10%), then the two appraisers shall appoint a third appraiser (the "Independent Appraiser"). The cost of the Independent Appraisal shall be borne equally between Lessor and Lessee. In the event that Lessor's and Lessee's appraisers cannot agree on an Independent Appraiser, the Independent Appraiser shall be appointed by the Judge of Probate of Shelby County, Alabama. The Independent Appraiser shall then

estimate the fair market value of the Land (the "Independent Appraisal"). If the average of the Lessor's appraisal and the Lessee's appraisal falls within a range of ten percent (10%) above or below the Independent Appraisal, then the Independent Appraisal shall be taken as the value of the Land. If the average of the Lessor's and Lessee's appraisals do not fall within ten percent (10%) of the Independent Appraisal, then the value of the Land shall be determined by taking the average of the Independent Appraisal and the appraisal of that party, Lessee or Lessor, whose appraisal is closest in value to the Independent Appraisal.

16. OTHER TERMS AND CONDITIONS ON CLOSING AFTER EXERCISE OF OPTION. If the option granted herein is exercised, the following provisions shall be applicable:

(a) **Title Insurance:** Lessor, at Lessor's expense, shall deliver to Lessee within fifteen (15) days from the date of exercise of said option a title insurance commitment for the issuance of an owner's title policy, ALTA Form 1970-B, in the amount of the Purchase Price, covering title to the Premises and showing fee simple title vested in Lessor, subject only to taxes for the current tax year, issued by a title insurance company acceptable to Lessee and qualified to insure titles in Alabama. Lessee shall have fifteen (15) working days after receipt of such title insurance commitment to approve or disapprove the same in its sole discretion. In the event Lessee disapproves the title insurance commitment within said fifteen (15) day period, then Lessee shall have the right, at its option, by written notice to Lessor to either (i) require Lessor to cure all objections of Lessee with respect to the title insurance commitment; or (ii) terminate this option, and neither party shall have any further obligations to the other hereunder. If Lessee fails to notify Lessor of any title objections within said fifteen (15) day period, Lessee shall be deemed to have approved the quality of Lessor's title, as reflected in such title insurance commitment. If Lessee elects to require the Lessor to cure the Lessee's objections to the title insurance commitment, Lessor shall have ten (10) working days after written notice thereof to cure all such objections. In the event the objections of Lessee are not cured by Lessor within said ten (10) day period, then Lessee, in its sole discretion, may terminate this option and thereafter the parties shall have no further objections to the other. Lessor shall cause a policy of title insurance, in the amount of the Purchase Price, to be issued at Closing consistent with the title insurance commitment. Costs of all title insurance premiums in connection with the commitment or binder and owner's policy of title insurance shall be Lessor's sole cost and expense. In the event both owner's and mortgagee's title policies are obtained at the time of Closing, the total expense of procuring the two policies will be divided equally between Lessor and Lessee.

(b) Real Estate Taxes: Real estate taxes for the then current tax year shall be prorated between Lessor and Lessee as of the date of the delivery of the Deed.

(c) Conveyance of Real Estate: At Closing, Lessor shall convey the subject real estate by the delivery to Lessee of a duly executed Warranty Deed acceptable to the title insurance company issuing the above-mentioned title insurance commitment, in proper form for recording, conveying the subject real estate to Lessee free and clear of all liens and encumbrances, except current real estate taxes. The cost of recording the Deed shall be the cost and expense of Lessee.

(d) Bill of Sale: At Closing, Lessor shall convey title to any personal property or equipment purchased pursuant to this option by delivery of a duly executed Bill of Sale conveying any such property to Lessee with full warranties, free and clear of all liens and encumbrances.

(e) Closing: The sale shall be closed and the Deed delivered on or before sixty (60) days from the date of exercise of said option. Possession is to be given on delivery of the Deed. The Closing shall be conducted at the offices of Berkowitz, Lefkovits, Isom & Kushner, P.C., attorneys for Lessor, or at such other place as the parties may agree.

In the event this option is exercised and Lessee fails to close the transaction contemplated herein according to the terms hereof, for any reason other than the wrongful refusal of Lessor, or Lessor's breach of some obligation of Lessor hereunder, Lessor's remedy shall be either to (i) vacate the Premises within thirty (30) days if this option is exercised at the end of the then current term pursuant to Paragraph 15(b)(i); or (ii) continue to operate pursuant to this Lease, provided Lessee is not then in default of the Lease, if the option is exercised due to a cessation in programming pursuant to Paragraph 15(b)(ii). However, should Lessor refuse to perform, or Lessor otherwise defaults hereunder, Lessee shall, at Lessee's option, proceed with an action for specific performance, but in no event will Lessor be liable for any damages; provided, however, if Lessor willfully refuses to convey title, Lessor may be liable for damages. In addition, Lessee may elect to proceed with the purchase of the Land, irrespective of any objections, without reduction of the Purchase Price, except that liens affecting the land which are dischargeable by the payment of money may be paid by Lessee at Closing out of the Purchase Price.

(f) Assignment: The option granted hereunder shall not be assignable by Lessee without the consent of Lessor.

(g) Termination of Lease: At Closing, Lessor and Lessee shall duly execute an agreement terminating this Lease.

17. MISCELLANEOUS:

(a) Procedure at Termination: Lessee covenants and agrees with Lessor that at the termination of this Lease, the Lessee will peaceably and quietly deliver possession of the Premises unto the Lessor in the same condition as when this Lease commenced, ordinary wear and tear excepted and approved construction of improvements, as contemplated herein, excepted.

(b) Covenant of Quiet Enjoyment: Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of the covenants and conditions by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the Premises.

(c) Waivers: No waiver of a breach of any of the covenants in this Lease contained herein shall be construed to be a waiver of any succeeding breach of the same covenant. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing, signed by the Lessor or the duly authorized agent of Lessor.

(d) Binding Effect: All covenants, promises, conditions and obligations herein contained, or implied by law not inconsistent with the terms hereof, are covenants running with the land, shall attach to, be binding upon, and (subject to the provisions hereof) inure to the benefit of, the successors, legal representatives and assigns of each of the parties to this Lease.

(e) Entire Agreement: This instrument contains the entire agreement between Lessor and Lessee as of this date. The execution hereof has not been induced by either of the parties by representations, promises, or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

(f) Notices: When either party desires or is required to give notice unto the other or others in connection with and according to the terms of this Lease, such notice shall be given by certified or registered mail, return receipt requested, and it shall be deemed given when it shall have been deposited in the United States Mails, with sufficient postage prepaid thereon to carry it to its addressed destination, as follows:

If to Lessor:

Our Lady of the Angels Monastery, Inc.
5817 Old Leeds Road
Birmingham, Alabama 35210

If to Lessee:

Eternal word Radio Network, Inc.
5817 Old Leeds Road
Birmingham, Alabama 35210

With a copy to:

Witnessing to God's Love Foundation
Jan Van Hooffstraat 8
NL-5611 ED Eindhoven, Netherlands
Attn: Piet H. Derksen, President

Nothing herein contained shall be construed as prohibiting the parties from changing the place at which notice is thenceforth to be given, but no such change shall be effective unless and until it shall have been accompanied by written notice given in a manner set forth in this paragraph.

(g) Title to Improvements: Any improvements situated on the Premises shall be the property of the Lessee, subject to Lessor's rights hereunder, and the Lessee shall be entitled to all the tax benefits related thereto.

(h) Estoppel Certificates: Lessor and Lessee each hereby agree, from time to time, upon not less than twenty (20) days written notice by the other, to execute, acknowledge and deliver a certificate that the Lease is unmodified and in full effect (or describing any modifications) and that all rentals and other sums payable hereunder have been paid through the date of such certificate and, that to the knowledge of the party making such certificate, no default exists, nor do any events exist which, upon the giving of notice and the expiration of the applicable grace period, would constitute a default (or specifying each such default of which the certifying party has knowledge).

(i) Environmental Compliance: Lessee shall not cause or allow any hazardous waste, toxic substances or related materials to be used, generated, stored or disposed of on, under, or about, or transported to or from, the Premises (collectively "Hazardous Materials Activities"). Lessee shall indemnify, defend and hold Lessor Harmless from and against any claims, damages, costs and liabilities arising out of Lessee's Hazardous Materials Activities on, under or about the Premises.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have each executed, acknowledged and delivered this Ground Lease this 15th day of August, 1991.

LESSOR:

OUR LADY OF THE ANGELS
MONASTERY, INC.

By: Mother M. Angelica
Its: President

LESSEE:

ETERNAL WORD RADIO NETWORK, INC.

By: R. Wm. Stettin
Its: Secretary
Secretary

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that Thomas M. Anglin, whose name as President of Our Lady of the Angels Monastery, Inc., a Alabama corporation, is signed to the foregoing Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 15th day of August, 1991.

Sperry H. Ragsley
Notary Public
My Commission Expires: 10-15-93

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that R. Wm. Stettin, whose name as Secretary of Eternal Word Radio Network, Inc., a Alabama corporation, is signed to the foregoing Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 15th day of August, 1991.

Sperry H. Ragsley
Notary Public
My Commission Expires: 10-15-93

1. Doc. Fee	_____
2. Imp. Fee	_____
3. Recording Fee	_____
4. Indexing Fee	_____
5. No Tax Fee	_____
6. Certified Fee	_____
Total	_____

EXHIBIT "A"
to
GROUND LEASE

OUR LADY OF THE ANGELS MONASTERY, INC. ("Lessor")
and
ETERNAL WORD RADIO NETWORK, INC. ("Lessee")

Part of the Southeast 1/4 of Southwest 1/4 and all of the Southwest 1/4 of Southeast 1/4 of Section 31, Township 17 South, Range 2 East; and part of the Northeast 1/4 of Northwest 1/4 and all of the Northwest 1/4 of Northeast 1/4 of Section 6, Township 18 South, Range 2 East; all of which is more particularly described as follows:

Commence at the Northwest corner of said Section 6; thence run East along the North line of same to the Southwest corner of said Southeast 1/4 of Southwest 1/4 of said Section 31 thence 88° 58' 18" left and run North along the West line of same for 315.00 feet to the Point of Beginning; thence 88° 58' 18" right and run East for 560.00 feet; thence 91° 01' 42" right and run South for 315.00 feet to a point on the North line of said Section 6, thence 0° 25' 21" left and run South for 465 feet; thence 89° 23' 39" right and run West for 560.00 feet to a point on the East line of said Northwest 1/4 of Northwest 1/4 (said point being 465.00 feet South of the Northeast corner of said 1/4-1/4 section); then 89° 23' 39" left and run South along the East line of said 1/4-1/4 section for 852.41 feet to the Southeast corner of said 1/4-1/4 section; thence 90° 32' 48" left and run East for 2,644.92 feet to the Southeast corner of said Northwest 1/4 of Northeast 1/4 of said Section 6; thence 89° 34' 52" left and run North for 1,320.11 feet to the Northeast corner of said 1/4-1/4 section, said point also being the Southeast corner of said Southwest 1/4 of Southeast 1/4 of said Section 31; thence 0° 26' 13" right and run North for 1,328.44 feet to the Northeast corner of said Southwest 1/4 of Southeast 1/4; thence 90° 50' 24" left and run West for 2,639.32 feet to the Northwest corner of said Southeast 1/4 of Southwest 1/4; thence 89° 02' 48" left and run South along the West line of said 1/4-1/4 section for 1,016.92 feet to the point of beginning. Said parcel contains 6,561,301.601 square feet.

1. Dead Tax	
2. Mig. Tax	
3. Recording Fee	4.50
4. Indexing Fee	1.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	6.50

91 SEP -4 PM 1:43

CLERK OF DISTRICT COURT