

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is entered into as of August 23, 2007 and effective as of the same date, by and between KY3, Inc.. ("KY3") and Perkin Media, LLC ("Perkin"). KY3 and Perkin are referred to each individually as a "Party" and collectively as the "Parties."

### WITNESSETH

**WHEREAS**, Perkin has the right to acquire, the Federal Communications Commission licenses and certain related assets of television station KSPR-TV, Springfield, Missouri, including the digital television authorizations for KSPR-DT (collectively referred to as the "Station") pursuant to that certain Asset Purchase Agreement, dated as of September 26, 2006, by and among Piedmont Television Holdings LLC, Piedmont Television Communications LLC, Piedmont Television of Springfield LLC and Piedmont Television of Springfield License LLC (collectively the "Sellers"), Perkin and KY3 (the "Purchase Agreement"), and the FCC has given its consent;

**WHEREAS**, KY3 owns and operates television station KYTV, Springfield, Missouri ("KY3-TV"), pursuant to licenses, permits and authorizations issued by the FCC;

**WHEREAS**, Perkin and KY3 are parties to (i) an Advertising Representation Agreement, dated as of September 26, 2006 (the "ARA"); (ii) that certain Shared Services Agreement, dated as of September 26, 2006 (the "Shared Services Agreement"); (iii) the Option Agreement, dated as of the date hereof (the "Option Agreement");

**WHEREAS**, KY3 desires to lease office and studio facilities and certain related equipment and additional facilities to Perkin, and Perkin desires to lease certain equipment and additional facilities from KY3, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, KY3 and Perkin, intending to be bound legally, agree as follows:

## ARTICLE 1

### DEFINITIONS

1.1 Defined Terms. As used herein, the capitalized terms not otherwise defined herein have the meanings set forth in Appendix A.

1.2 Other Definition Provisions. The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Lease refer to this Lease as a whole, and not to any particular section or subsection.

## ARTICLE 2

LEASE

2.1 Lease: Subject to Perkin's ultimate supervision and control as licensee of the Station, provided that such supervision and control shall not be deemed to permit Perkin to expand in any material respect the obligations of KY3 or require KY3 to incur any material additional obligation or liability hereunder:

2.1.1 KY3 shall provide to Perkin, including its employees and agents, the right to access and use such office furnishings and office equipment as KY3 acquires from the Sellers pursuant to the Purchase Agreement or any substitutes therefor (the "Office Premises and Equipment"), during the time that KY3 owns the Office Premises and Equipment. KY3 shall provide to Perkin's employees and agents the right to access and use sufficient office space (a portion of which, as agreed by the Parties, shall be for the exclusive use of such employees and agents of Perkin) for the Station's main studio operations, including sufficient space to permit Perkin to maintain and make available to the public the Station's public inspection file in accordance with applicable requirements of the Communications Act of 1934, as amended (the "Communications Act") and the FCC's Rules.

2.1.2 Upon such time that KY3 no longer owns the Office Premises and Equipment or has determined that they will no longer be used as broadcast studios, KY3 shall provide to Perkin, including its employees and agents, the right to access the office space of KYTV (TV) (the "KY3 Studio Building," together with the Office Premises and Equipment, the "Leased Facilities"), as is needed for the Station's main studio operations, including sufficient space to permit Perkin to maintain and make available to the public the Station's public inspection file in accordance with applicable requirements of the Communications Act and the FCC's Rules, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of KY3's business or operations.

2.1.3 KY3 shall give Perkin and its agents a nonexclusive and unrestricted right of access to the Leased Facilities at all times, subject only to KY3's reasonable security procedures applicable to its own employees, for the purpose of fulfilling Perkin's obligations as an FCC licensee under the Communications Act. The right granted under this Section shall include the incidental benefit and reasonable right of use of utilities (heat, water, electricity) provided for purposes of KY3's own operations. KY3 shall provide separate, lockable office facilities for use by Perkin's general manager or other managerial employee(s) and shall permit Perkin to install appropriate signs on the inside and outside of the Leased Facilities identifying Perkin as the owner and licensee of the Station.

2.1.4 KY3 shall provide to Perkin the right to use such broadcasting and related equipment of KY3 as KY3 acquires from the Sellers pursuant to the Purchase Agreement or any substitutes therefor, which are located at the Station's studio facility from time to time, as Perkin reasonably requires to operate the Station in the ordinary course and in compliance with the requirements of the FCC and the Communications Act (the "Equipment"), such use not to interfere unreasonably with the conduct of KY3's business or operations. KY3 shall maintain and pay for any utilities or other expenses in connection with such broadcasting equipment.

2.2 Rent: In consideration for the lease of the Leased Facilities, Perkin shall pay to KY3 as rent during the period referenced in Section 2.1.1, the sum of 10,500 dollars per calendar month, and during the period referenced in Section 2.1.2, the sum of 6,825 dollars per calendar month, ("Lease Payments"), payable in arrears upon, and subject to the payment of the

Sales Commission (as defined in the ARA) in respect of such calendar month under the ARA and the Shared Services Agreement, as applicable. The Lease Payments will be prorated on a daily basis for the first and last months during which this Lease is in effect.

2.3 Acceptance of Leased Premises by Perkin: Perkin acknowledges that it has examined the Leased Facilities prior to the execution of this Lease and knows the condition thereof, that the Leased Facilities are in satisfactory condition and suitable for the purposes intended, and that no representations as to the condition or state of repairs thereof have been made by KY3 or its agents or relied upon by Perkin which are not herein expressed, and Perkin hereby accepts the premises which are the subject of this Lease in their condition at the date of the execution of this Lease.

2.4 Term of Lease:

2.4.1 Initial Term. The initial term of this Lease shall be from the date of the consummation of the assignment of the FCC licenses for the Station to Perkin pursuant to FCC consent (the "Base Date") until the date that is fifteen (15) years after the Base Date (the "Initial Term"), unless terminated in accordance with Article 5 below.

2.4.2 Renewal Term. This Lease shall be renewed automatically without any further action by KY3 or Perkin if the ARA is renewed in accordance with its terms and shall remain in full force and effect until the ARA is terminated in accordance with its terms, in all cases, subject to Section 2.1.4 hereof.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of KY3: KY3 represents and warrants to Perkin as follows:

3.1.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Lease by KY3 have been duly authorized by all necessary company action on the part of KY3. This Lease has been duly executed and delivered by KY3 and constitutes the legal, valid, and binding obligation of KY3, enforceable against KY3 in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

3.1.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by KY3 of this Lease and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of KY3; (ii) to the best of KY3's knowledge, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to KY3; and (iii) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which KY3 is a party or by which KY3 is bound as of the date of this Lease.

3.2 Representations and Warranties of Perkin. Perkin represents and warrants to KY3 as follows:

3.2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Lease by Perkin have been duly authorized by all necessary company action on the part of Perkin. This Lease has been duly executed and delivered by Perkin and constitutes the legal, valid, and binding obligation of Perkin, enforceable against Perkin in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

3.2.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Perkin of this Lease and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of Perkin; (ii) to the best of Perkin's knowledge, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Perkin, (iii) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Perkin (or any parent of Perkin) is a party or by which Perkin (or any parent of Perkin) is bound as of the date of this Lease (and, in all events, exclusive of any programming agreements with respect to the Station or other agreements or Contracts (as defined in the Purchase Agreement) to be assumed by Perkin pursuant to the Purchase Agreement); and (iv) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station other than Permitted Liens (as defined in the Option Agreement).

3.2.3 No Liabilities and Limitations on Businesses. Perkin was organized as a limited liability company on July 12, 2006. Prior to the Base Date, Perkin has not engaged in any business and shall not have any liabilities or obligations, except those liabilities and obligations incurred in connection with its organization, the negotiation, execution, delivery and performance of this Lease, the Purchase Agreement, the ARA, the Shared Services Agreement, the Option Agreement, the Loan Guarantee, and the transactions contemplated hereby and thereby and incidental expenses incurred in connection therewith. Perkin has no indebtedness for borrowed money, other than indebtedness pursuant to the Loan. All of the outstanding equity interests of Perkin, however designated, are owned, beneficially and of record, by William Perkin, and there are no outstanding subscriptions, warrants, options, calls, commitments or other rights to purchase or acquire, or securities convertible into or exchangeable for, any equity or debt interests of Perkin or any obligation of Perkin to issue or grant any thereof. For purposes hereof, the "Loan" means the loan or loans from time to time outstanding pursuant to the Loan Guarantee.

## ARTICLE 4

### COVENANTS; INSURANCE

4.1 Perkin Covenants: Perkin covenants with KY3 as follows:

(a) to surrender the premises which are the subject of this Lease at the expiration of the Lease, subject to Section 2.1.2 hereof;

(b) to make no additions, improvements or alterations in or to the premises which are the subject of this Lease without the prior written consent of KY3;

(c) to permit KY3 at all reasonable times to enter upon and examine the premises and make such repairs as KY3 may deem necessary for the protection of the premises which are the subject of this Lease; and

(d) to not underlet or Lease the whole or any part of the premises which are the subject of this Lease without the prior written consent of KY3.

## ARTICLE 5

### TERMINATION

5.1 Mutual Agreement: This Lease may be terminated at any time by mutual agreement of the Parties. This Lease shall terminate upon the consummation of any assignment or transfer of control of the FCC licenses for the Station by Perkin to any Person pursuant to the Option Agreement.

5.2 Automatic Termination: This Lease shall terminate automatically without any further action by Perkin or KY3 upon the termination of the ARA in accordance with its terms.

5.3 Optional Termination: This Lease may be terminated by KY3, by written notice to Perkin, upon the occurrence of any of the following events, provided that if there is an exercise of the Option (as defined in the Option Agreement) under the Option Agreement prior to such termination or during the thirty-day period thereafter, the termination hereunder shall not be effective until the Closing Date (as defined in the Option Agreement):

(i) If KY3 is not then in material breach and Perkin is in material breach under this Lease and Perkin has failed to cure such breach within thirty (30) days after receiving written notice of such breach from KY3; or

(ii) If Perkin or any Affiliate of Perkin makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Perkin or any Affiliate of Perkin under any federal or state insolvency law which, if filed against Perkin or any Affiliate of Perkin, has not been dismissed within thirty (30) days thereof.

5.4 Certain Matters Upon Termination: No expiration or termination of this Lease shall terminate the obligations of either Party hereto to indemnify the other for Third Party Claims under Article 6 of this Lease, limit or impair any Party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

## ARTICLE 6

### INDEMNIFICATION

6.1 By KY3: KY3 agrees to indemnify and hold harmless Perkin for any liabilities resulting from or related to any breach by KY3 of any provision hereof, and all other matters arising out of or related to the obligations or performance of KY3 under this Lease.

6.2 By Perkin: Perkin agrees to indemnify and hold harmless KY3 for any liabilities resulting from or related to any breach by Perkin of any provision hereof, and all other matters arising out of or related to the obligations or performance of Perkin under this Lease.

6.3 Exclusivity: After the Base Date, the indemnification provided by this Article 6 shall be the sole and exclusive remedy of KY3 against Perkin and of Perkin against KY3 for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Lease; provided, that this Section 6.3 shall not prohibit (i) injunctive relief (including specific performance) pursuant to Section 7.9 if available under applicable law or (ii) any other remedy available at law or in equity for any fraud committed in connection with this Lease.

## ARTICLE 7

### MISCELLANEOUS

7.1 Headings; Entire Agreement; Amendment. The article, section and subsection headings of this Lease are for convenience of reference only and will not control or affect the meanings or construction of the provisions of this Lease. This Lease, together with the ARA, the Shared Services Agreement, the Option Agreement, and the Loan Guarantee, embodies the entire agreement between the Parties with respect to the subject matter hereof. This Lease supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, between the Parties with respect thereto. This Lease may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

7.2 Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

7.3 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.4 Rights Cumulative. Except as set forth herein, all rights, powers, privileges and remedies herein given to the parties hereto are cumulative and not alternative, and are not exclusive of any rights, powers, privileges or remedies which the Parties may have at law or by statute under this Lease or otherwise.

7.5 Governing Law. This Lease, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed therein.

7.6 Third Party Rights. Nothing in this Lease shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to, this Lease.

7.7 Force Majeure. Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of either Party

shall not constitute a breach of this Lease, and neither Party shall be liable to the other for any liability or obligation with respect thereto.

7.8 Assignment; Binding Agreement. Neither Party may assign this Lease or delegate its obligations under this Lease without the prior written consent of the other. Notwithstanding anything to the contrary contained herein, (a) KY3 may assign its rights and obligations under this Lease to any Person to whom it assigns its rights and obligations under the ARA, (b) Perkin shall assign this Lease and all of its rights and obligations hereunder with the prior written consent of KY3, which consent shall not be unreasonably withheld, to any Person to which it transfers or assigns the Station's FCC licenses. Upon any such assignment of this Lease, Perkin shall pay all amounts accrued and owing to KY3 as of the consummation date of such assignment. This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any permitted assignee of KY3 or Perkin shall be a "Party" to this Lease for all purposes hereof.

7.9 Specific Performance. The Parties hereto agree that the Leased Premises are unique, and recognize and affirm that in the event of a breach of this Lease, monetary damages may be inadequate and the Parties may have no adequate remedy at law. Accordingly, to the extent permitted by the Communications Act and the rules, regulations and policies of the FCC then in effect, either Party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other Party to observe and to perform such other Party's covenants, conditions, agreements and obligations hereunder, and each Party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Lease.

7.10 Unenforceability. If one or more provisions of this Lease or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Lease, the Parties shall negotiate in good faith to revise any such provision of this Lease in an effort to comply with all applicable FCC rules and policies while attempting to preserve the intent of the Parties as embodied in the provisions of this Lease. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Lease in accordance with the foregoing.

7.11 Notices. Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing (including telexes, telecopies, facsimile transmissions and similar writings) and shall be effective when transmitted and confirmation of receipt is obtained for telexes, telecopies, facsimile transmissions and similar writings; when delivered personally; one (1) day after being sent by recognized overnight courier; and five (5) days after being sent by registered mail, first class, postage prepaid, return receipt requested; in each case to the following address or telecopier number, as applicable:

If to KY3 to: Mr. Mike Scott  
KY3  
999 W. Sunshine  
Springfield, Missouri 65807

With copies to: Schurz Communications, Inc.  
225 W. Colfax Ave.  
South Bend, Indiana 46626  
Attn: Ms. Marci Burdick

and

Barnes & Thornburg  
600 1<sup>st</sup> Source Bank Center  
100 North Michigan Ave.  
South Bend, Indiana 46601  
Attn: Brian J. Lake, Esq.

If to Perkin to: Perkin Media, LLC  
6178 S. Bluff Ridge  
Ozark, MO 65721  
Attn: Bill Perkin

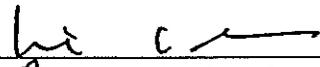
With copies to: Sciarrino & Associates, PLLC  
5425 Tree Line Drive  
Centreville, VA 20120  
Attn: Dawn M. Sciarrino

or at such other address as either party shall specify by written notice to the other.

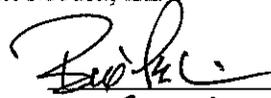
[signature page follows]

**IN WITNESS WHEREOF**, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

KY3, Inc.

By:   
Name: Michael A Scott  
Title: Pres / GM

Perkin Media, LLC

By:   
Name: Bry Perkin  
Title: Managing Member

## APPENDIX A

The term "ARA" means that certain Advertising Representation Agreement dated as of September 26, 2006, between the Parties, as the same may be amended, supplemented or otherwise modified from time to time.

The term "Affiliate" (and, with a correlative meaning, "Affiliated") means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person, and, if such a Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

The term "Communications Act" means the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, as in effect from time to time.

The term "FCC" means the Federal Communications Commission and its staff, acting pursuant to delegated authority.

The term "FCC Rules" means the rules, regulations, policies and practices of the FCC, as amended, from time to time.

The term "Office Premises and Equipment" has the meaning set forth in section 2.1.1 hereof.

The term "Option Agreement" means that certain Option Agreement dated as of the date hereof between the Parties, as the same may be amended, supplemented or otherwise modified from time to time.

The term "Parties" has the meaning set forth in the preamble hereto.

The term "Person" means any natural person, corporation, partnership, limited liability company, firm, joint venture, joint-stock company, trust, association, unincorporated entity of any kind, trust, governmental or regulatory body or other entity.

The term "Purchase Agreement" has the meaning set forth in the preamble hereto.

The term "Shared Services Agreement" means that certain Shared Services Agreement dated as of September 26, 2006, between the Parties, as the same may be amended, supplemented or otherwise modified from time to time.

The term "Station" has the meaning set forth in the preamble hereto.

The term "Third Party Claim" means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding, or investigation, other than any brought by a party to this Lease or an Affiliate of a party to this Lease.