

LEASE AGREEMENT

This AGREEMENT made and entered into on the 1st day of November, 2004, by and between WyoMedia Corporation, 1856 Skyview Drive Casper, Wyoming 82601, a Wyoming Corporation, hereinafter called Lessor, and K-TWO TV of Wyoming, a Wyoming Corporation, hereinafter called Lessee,

All payments are to be made to lessor at 1856 Skyview Drive, Casper, Natrona County, Wyoming.

THIS LEASE CANNOT BE CANCELLED and is subject to the TERMS AND CONDITIONS contained in this agreement.

TERMS AND CONDITIONS

SECTION ONE.

EQUIPMENT & OFFICE /STUDIO SPACE LEASED

Lessor hereby leases unto the Lessee, and Lessee hereby leases from Lessor, said equipment and office/studio space listed in Exhibit A of this contract.

SECTION TWO.

TERM

The term of this lease is for a period of Five (5) years, and commences on the date an authorized employee of lessor executes and signs this lease. .

SECTION THREE.

RENT

Lessee shall pay Lessor, as rental for such equipment the sum of \$5,000.00 per month and \$1,000.00 per month for the rental of the office/studio space. Lessor shall also provide the necessary personnel to operate master control, produce local newscasts, and local production & promotion services for Lessee. However, master control shall remain under the ultimate control of Wyoming Channel 2, Inc.. Lessee shall pay Lessor a monthly fee of \$8,000.00 for such services. Said rental shall be due and payable on the 1st day of each month. A ten percent (10%) surcharge is payable for any rental installment not paid by the Tenth of the month, including unhonored checks. Additionally there shall be a daily late fee of \$10.00 per day for each day beyond the 10th of the month a lease payment is delinquent. Each year, for the duration of the lease, on the anniversary date of the inception of the lease, the lease rate shall increase by 5% per month from the previous year's monthly rental rate.

SECTION FOUR.

INDEMNITY

Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

SECTION FIVE.

TAXES

Lessor shall be responsible for all charges and taxes (local, state, and federal) that may now or hereafter be imposed or levied on the sale, purchase, ownership, leasing, or use of the equipment and office/studio space.

SECTION SIX.

EXECUTORY COSTS

Lessor assumes and shall bear ownership-type costs, such as insurance and maintenance.

SECTION SEVEN.

INSURANCE

Lessor shall provide, maintain, and pay for insurance against the loss or theft of or damage to the equipment and office space, for its full replacement value, naming lessor as a loss payee.

SECTION EIGHT.

ASSIGNABILITY

Without lessor's prior written consent, lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than lessee or lessee's employees.

Lessor may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee and lessor's assignee or secured party may then assign this lease or the security agreement without notice to lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of lessor under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defense counterclaim or offset lessee may have against lessor. In spite of any such assignment, lessor warrants that lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors, and assigns of lessor and lessee.

SECTION NINE.

LOCATION AND MAINTENANCE

At lessee's own risk, lessee shall use or permit the use of the equipment and office/studio space solely at the location specified in this lease, or if none is specified, at lessee's billing address set forth above, and such equipment shall not be moved without lessor's prior written consent. Lessee, at lessee's expense, shall maintain the equipment and office/studio space in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter either the equipment or office/studio space without lessor's prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment and office/studio space. There shall be no abatement of lease payments on account of any such theft, destruction, or disrepair.

SECTION TEN.

SURRENDER

On expiration of the lease term or on demand by lessor pursuant to Section Eleven, lessee, at lessee's expense, shall return the equipment and office/studio space in good repair, ordinary wear and tear excepted, to such place as lessor may specify.

SECTION ELEVEN.

TITLE; PERSONAL PROPERTY

The equipment and office/studio space are, and shall at all times remain, property of lessor, and lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. The office/studio space is and shall at all times be and remain real property. All additions or improvements to the equipment and office/studio space of any kind or nature made by lessee shall become component parts of the equipment and office/studio space, and title shall immediately vest in lessor and be governed by the terms of this lease.

SECTION TWELVE.

DEFAULT AND REMEDIES

The following events shall constitute defaults on the part of the Lessee hereunder; The failure of Lessee to pay any installment or surcharge of rental under Section Three hereof; any breach or failure of Lessee to observe or perform any of its other obligations hereunder and the continuance of such default for a period of 15 days after the notice in writing to Lessee of the existence of such default. Upon the occurrence of any such default, Lessor may, at its option, and without further notice of demand on Lessee, declare this Agreement in default and thereupon all rights of Lessee herein shall be surrendered. In any such events, Lessor may remove the equipment until the default is remedied. Any breach or failure of Lessor to observe or perform any of its obligations hereunder and the continuance of such breach or failure for a period of 15 days after the notice in writing to Lessor of the existence of such breach or failure shall constitute a

default on the part of Lessor. Upon the occurrence of any such default, Lessee may at its option declare this Agreement in default and terminate this agreement with no further obligations to Lessor.

SECTION THIRTEEN.

NOTICES AND DEMANDS

Service of all notices under this agreement shall be sent by United States Postal Service addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

SECTION FOURTEEN.

SERVICE CHARGE AND/OR INTEREST

If any rental installment is not paid within 180 days after its due date, lessee shall pay to lessor a service charge together with any expenses incurred in collecting the late payment. Lessee shall also pay interest on any such late payment from the due date until payment at a rate up to the maximum rate allowed by law.

SECTION FIFTEEN.

WARRANTIES

Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property leased. Lessor makes no express or implied warranties and leases the property "as is" and "with all faults."

Warranties made by the seller and/or manufacturer of the leased equipment are assigned by lessor to lessee. In event of any claim concerning the location, installation, repair, or use of the property leased or any other claim concerning the property, regardless of cause or consequence, lessee's only remedy, if any, is against the seller or manufacturer of the property. No defect regardless the cause or consequence shall relieve lessee from performance under this lease, including rental payments.

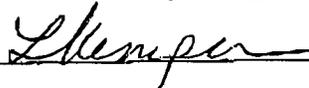
SECTION SIXTEEN.

ATTORNEYS FEES AND COSTS

In any matter action or proceeding involving a claim or dispute arising out of the default or breach of any term or condition of this lease, the defaulting or breaching party shall be liable for and pay the non-defaulting parties attorney fees, costs and all other costs of collection.

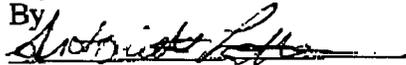
EXECUTED under the laws of the State of Wyoming on the date first above written.

LESSEE:
K-TWO TV of Wyoming.

By  _____

Lori Kemper
Secretary/Treasurer

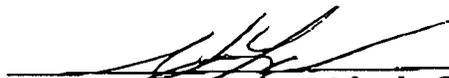
LESSOR:
WyoMedia Corporation

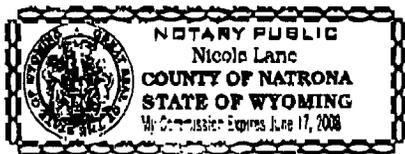
By  _____

Antoinette Lattea
Secretary/Treasurer

On this 29th day of October 2004, before me personally appeared Antoinette Latte, known to me to be the ~~Secretary/Treasurer~~ of instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes herein mentioned and on oath stated that She was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunton set my and affixed my official seal the day and year first above written.


NOTARY PUBLIC in and for the State of Wyoming



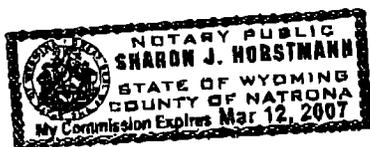
My commission expires:

June 17, 2008

On this 29th day of Oct 2004, before me personally appeared Lori Kemper, known to me to be the ~~Secretary/Treasurer~~ of instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes herein mentioned and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunton set my and affixed my official seal the day and year first above written.


NOTARY PUBLIC in and for the State of Wyoming



My commission expires:

March 12, 2007

Exhibit A

NEWS EQUIPMENT

<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>EQUIPMENT DESCRIPTION/ SERIAL NUMBER</u>
2	Z4000W ST4	Hitachi Z4000 Studio Camera
2	H26M-H26F-82	TN 82' Multicore Camera Cable
2	LZ-70PD	Libec Pedestal Tripod
2	2000PAC	Stewart 15" Color Tele Prompter
3	SQD-DV5000 L16 GY-DV5000	JVC 3-CCD DV Camcorder & Canon 16:1 Lens
3	DR-DV5000U-40	JVC DV Disk Recording Module w/ 40GB HDD
2	LTM-CPDV3B	Laird CAPDIV DV Disc 3 hr
1	LTM-CPDV4B	Laird CAPDIV DV Disc 4.5 hr
8	H28600	AVID Xpress DV V4.0 Software
6	H28069	AVID Xpress Color Coded Keyboard
1	S2-001BC	Ross Synergy 2 SDI Production Switcher
1	S2-032	Ross Preview Overlay Option
3	LS-35	Libec Tripod for JVC Cameras KY-5000s
2	TH-M20	Libec Tripod for XLs & GLs
6	SM11-CN	Shure Lapel Mic
4	SM-58S	Shure Handheld Mic
2	MKE300	Sennheiser Short Shot Gun Mic
2	ME66/K3	Sennheiser Long Shot Gun Mic
1	EW-122G2	Sennheiser Lpl Wrless Mic

Exhibit A

NEWS EQUIPMENT

<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>EQUIPMENT DESCRIPTION/ SERIAL NUMBER</u>
2	CAXL1S	Canon XL1S DV Camera
1	DAC-8016	Ross SDI to Analog Converter
3	ADC-8035	Ross Dual Analog to SDI Converter CG, DVE, BETA VCR, & SPARE
1	QMA-8044	Ross Quad SDI to Analog (8 Bit) for Monitoring
2	ADC-8032S	Ross Analog to SDI w/ Frame Sync
1	DFR-8110A	Ross Rack Frame
1	CFM-8110A	Ross Cooling Fan Option
1	LTM-6000	Laird DV-SDI Multi-format Converter
6	Intel P4 Prescott 2.8 Ghz; 1.44MB Floppy Disk Drive;	Desktop Computers
2	I70-1806 IBM RSI; C13-2912 Corsair 512 MB	Laptop Computers
1	SR32X.4VLZ Pro	Mackie 32x4x1 Audio Mixer

Exhibit A

MASTER CONTROL EQUIPMENT

<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>EQUIPMENT DESCRIPTION/ SERIAL NUMBER</u>
1	VR420N	Leitch VR400 MPEG-2 Video Server
1	FCR2730	Leitch 730GB Fiber Channel Disc Array Storage System
1	DES-6804	Leitch NTSC to SDI Converter
2	ENC-6801	Leitch SDI to NTSC Converter
1	ADC-6880-68C	Leitch Analog to Digital AES/EBU Converter
2	DAC-6880-68C	Leitch AES/EBU to Analog Converter
1	FR-6804-1	Leitch Mounting Frame
1	LOT	Canare Audio Converters

Exhibit A

OFFICE AND STUDIO SPACE

<u>DIMENSIONS</u>	<u>SQUARE FOOTAGE</u>	<u>OFFICE/STUDIO SPACE DESCRIPTION</u>
25 ft x 25 ft	625 sq ft	Studio space for set
12 ft x 14 ft	168 sq ft	Control Room
15 ft x 20 ft	300 sq ft	Weather Center
18 ft x 14 ft	252 sq ft	Upstairs Sports Room
7 ft x 7 ft	49 sq ft	Upstairs Edit Room
22 ft x 15 ft	330 sq ft	Upstairs News Room
19 ft x 17 ft	323 sq ft	Upstairs News Space & Offices
13 ft x 10 ft	130 sq ft	News Office

ASSIGNMENT OF LEASE

THIS AGREEMENT made and entered into between K-TWO-TV OF WYOMING, a Wyoming corporation, whose address is 1896 Skyview Drive, Casper, Wyoming 82604, referred to as "Assignor", and SILVERTON BROADCASTING CO., LLC, whose address is 116 Tigertail Rd. LA. CA 90049, referred to as "Assignee". The parties hereby agree as follows:

1. Assignor entered into a Lease Agreement, as Lessee, on November 1, 2004, with WyoMedia Corp., 1856 Skyview Drive, Casper, Wyoming 82601, referred to as "Lessor".

2. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Lessee under the Lease Agreement.

3. In consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is acknowledged by Assignor, Assignor does hereby assign the Lease Agreement described as Equipment & Office/Studio Space Leased, further described in Exhibit "A" to said Lease Agreement, to Assignee, effective upon execution of this Agreement, for the balance of the lease term of five (5) years provided in the Lease Agreement.

4. Assignee, and its successor and assigns of Assignee shall have the demised premises during all the remainder of the term of the Lease Agreement and any renewals or extensions of the Lease Agreement as provided in the Lease Agreement, subject to the rights acquired by any sub-lessee under any sub-lease agreement, as provided above.

5. Neither this Assignment nor the acceptance of rent by Lessor from Assignee, pursuant to this Assignment, shall release, relieve, or in any manner modify the obligations of Assignor under the terms and conditions of the Lease Agreement.

6. Assignee does hereby assume all rights and duties required of Assignor under the Lease Agreement, including all required payments, and shall comply with all terms and conditions of the Lease Agreement.

7. WyoMedia Corp., a Wyoming Corporation, 1856 Skyview Drive, Casper, Wyoming 82604, Lessor in the above-described Lease Agreement, consents to the assignment and transfer of the Lease Agreement, including all terms and conditions, to Assignee, but does not waive any rights against Assignor that Lessor has under this Lease Agreement.

IN WITNESS WHEREOF, each party to this Assignment has caused it to be executed at Casper, Wyoming, on the 27 day of May, 2005.

ASSIGNOR:

K-TWO TV OF WYOMING

By *L. Kemper*
Lori Kemper, Secretary/Treasurer

ASSIGNEE:

SILVERTON BROADCASTING CO., LLC

By *Barry Silverton*

LESSOR:

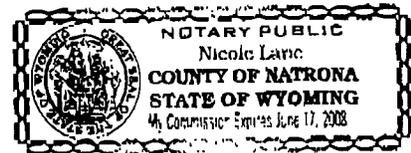
WYOMEDIA CORP.

By *Antoinette Latca*
Antoinette Latca, Secretary/Treasurer

STATE OF WYOMING)
)
COUNTY OF NATRONA)

On this 27 day of May, 2005, before me personally appeared Lori Kemper, to me personally known, who, being by me duly sworn, did state that she is the Secretary-Treasurer of K-TWO TV OF WYOMING, and that the seal affixed to this instrument is the corporate seal of said corporation, and that this instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and Lori Kemper acknowledged this instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



Nicole Lane
Notary Public

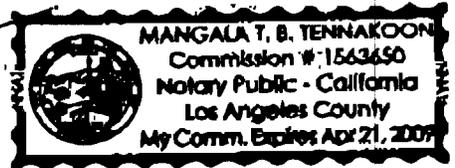
My Commission expires: June 17 2008

NT CALIFORNIA)
STATE OF WYOMING)
LOS ANGELES)
NT COUNTY OF NATRONA)

On this 27 day of May, 2005, before me personally appeared ^{BARRY} SILVERTON, to me personally known, who, being by me duly sworn, did state that he is the President of SILVERTON BROADCASTING CO., LLC, and that the seal affixed to this instrument is the seal of said limited liability company, and that this instrument was signed and sealed on behalf of said corporation by authority of its Members, and _____ acknowledged this instrument to be the free act and deed of said limited liability company.

Witness my hand and official seal.

[Handwritten Signature]



Notary Public

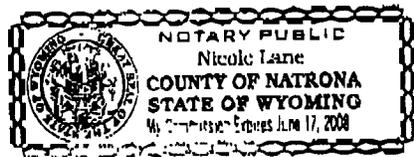
My Commission expires: APRIL 21, 2009.

NE CALIFORNIA) NT
STATE OF WYOMING)
Wyoming LOS ANGELES)
NE Natrona) NT
COUNTY OF NATRONA)

On this 27 day of May, 2005, before me personally appeared Antoinette Latrea, to me personally known, who, being by me duly sworn, did state that she is the Secretary - Treasurer of WyoMedia Corp., and that the seal affixed to this instrument is the corporate seal of said corporation, and that this instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and Antoinette Latrea acknowledged this instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

[Handwritten Signature]



Notary Public

My Commission expires: June 17, 2008