

**AMENDMENT NO. 4 TO  
TELEVISION AFFILIATION AGREEMENT**

**THIS AMENDMENT NO. 4 TO TELEVISION AFFILIATION AGREEMENT** (this "Amendment") is entered into as of the 17<sup>th</sup> of August, 2004, by and between Journal Broadcast Group, Inc., a Wisconsin corporation ("JBG"), and Ace TV Inc., a Wisconsin corporation ("Ace").

**RECITALS:**

WHEREAS, JBG, Journal Broadcast Corporation and Aries Telecommunications Corporation, DP&K, Inc., Shirley A. Martin and the Martin Family Partnership are parties to that certain Asset Purchase Agreement dated as of April 28, 2004 (the "Purchase Agreement");

WHEREAS, Ace is, and will be as of the date of the closing of the Purchase Agreement (the "Closing Date"), the holder of the licenses issued by the Federal Communications Commission (the "FCC") to operate WACY-TV, Channel 32, Appleton, Wisconsin (the "Station");

WHEREAS, Ace and Aries Telecommunication Corporation ("Aries") are parties to that certain Television Affiliation Agreement dated June 7, 1993, as amended by that certain Amendment to Term of Agreements dated June 23, 1995, and as further amended by that certain Second Amendment to Term of Agreements dated September 20, 1996 and as further amended by that certain Third Amendment to Television Affiliation Agreement dated September 20, 1996 (as amended, the "Agreement");

WHEREAS, subject to the satisfaction or waiver (to the extent permitted) of the conditions to closing set forth in the Purchase Agreement, Aries will assign the Agreement to JBG on the Closing Date; and

WHEREAS, the parties desire to amend the Agreement, effective as of the Closing Date, as more fully set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the above recitals, and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

Section 1.     Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

Section 2.     Compensation/Consideration.

(a)     Payments. Notwithstanding anything to the contrary set forth in the Agreement (including, without limitation, Section 3 thereof and the compensation provisions set forth in the Third Amendment to Television Affiliation Agreement), the only compensation payable by JBG

to Ace under the Agreement from and after the date hereof shall be the payments set forth on Schedule 2 hereto.

(b) Timing of Payments. The monthly payments provided for under Section 2(a) shall be paid to Ace as follows: (i) the monthly payment for the first month after the date of this Amendment shall be paid on the date that is one month after the date hereof and (ii) each subsequent monthly payment shall be due upon the monthly anniversary of such date. In the event that the Agreement terminates on a date that is not a monthly anniversary of the date hereof, then any payment for the final partial period of the term shall be paid on a pro rata basis based upon the number of days in such partial period.

(c) Effect of Preemptions. In the event that Ace preempts any programming provided by JBG for broadcast on the Station during the term of the Agreement, in addition to any other remedies available to JBG, the monthly fee payments provided for under Section 2(a) shall be reduced pro rata to account for the portion of the relevant month during which such programming is preempted.

Section 3. Term. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement shall continue from the Closing Date for a period of ten (10) years after the Closing Date, and shall automatically renew for an additional ten (10) year period unless terminated on the tenth anniversary of the Closing Date by written notice provided by either party to the other party at least ninety (90) days prior to the tenth anniversary of the Closing Date, provided further that if this Agreement is so terminated by JBG, Ace may extend this Agreement for a specified period of up to six (6) months following the effective date of such termination by giving written notice to JBG within thirty (30) days of JBG's termination notice. The Agreement is also hereby amended to delete the right of either party to terminate the Agreement at any time upon ninety (90) days advance written notice to the other party.

Section 4. Agreement Challenge. In the event of any order or decree of an administrative agency or court of competent jurisdiction or any other action or determination by any court, arbitrator, department, commission board, bureau, agency, authority, instrumentality or other body (a "Government Entity"), including without limitation any material change in or clarification of FCC rules, policies or precedent, that would cause the Agreement (as amended by this Amendment) to be invalid, in whole or in part, or violate any applicable rule, regulation, policy or law, the parties will use their respective reasonable efforts and negotiate in good faith to amend or modify the Agreement (as amended by this Amendment) to the minimum extent necessary so as to comply with such order, decree, action or determination and/or remove any controversy identified by such Government Entity without material economic detriment to either party, and to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Agreement (as amended by this Amendment) be implemented as originally contemplated to the fullest extent possible. The Agreement (as amended by this Amendment), as so amended or modified, shall then continue in full force and effect.

Section 5. Limited Amendment. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect without any other amendments or modifications.

Section 6.     Governing Law.   This Amendment, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of The State of Wisconsin (excluding the choice of law rules thereof).

Section 7.     Notices.   From and after the date hereof, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to the Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy or telex, addressed as follows:

- (a)     If the notice is to JBG:

Journal Broadcast Group, Inc.  
333 West State Street  
Milwaukee, WI 53203  
Attention: Douglas G. Kiel  
Facsimile: (414) 224-2469

with a copy (which shall not constitute notice) to:

Jeffrey J. Jones, Esq.  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Facsimile: (414) 297-4900

with a copy (which shall not constitute notice) to:

Marissa G. Repp, Esq.  
Mace J. Rosenstein, Esq.  
Hogan & Hartson L.L.P.  
555 Thirteenth Street, NW  
Washington, DC 20004  
Facsimile: (202) 637-5910

or to such other address as JBG may from time to time designate.

- (b)     If to Ace:

Ace TV Inc.  
c/o Toothman, Rice & Company  
Route 20 North  
Buckhannon, WV 26201  
Facsimile: (304) 472-5577

with a copy to:

Jeffrey F. Jaekels, Esq.  
Wanazek, Umentum & Jaekels, S.C.  
417 South Adams Street  
Green Bay, WI 54301  
Facsimile: (920) 437-8101

or to such other address as Ace may from time to time designate.

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed or faxed in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or confirmation of facsimile transmission being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

Section 8.     Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

Section 9.     Effectiveness. Notwithstanding anything to the contrary set forth herein, this Amendment shall only become effective on the Closing Date. If the Purchase Agreement is terminated for any reason, this Amendment shall be void ab initio and of no force or effect, and the Agreement (without giving effect to this Amendment) shall continue thereafter in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

JOURNAL BROADCAST GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACE TV INC.

By: Shirley A. Martin  
Name: Shirley A. Martin  
Title: President

**IN WITNESS WHEREOF**, the parties hereto have executed this Services Agreement as of the date first above written.

JOURNAL BROADCAST GROUP, INC.

By: Ronald G. Kurtis  
Name: RONALD G. KURTIS  
Title: SR. V.P. & C.F.O.

ACE TV INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 2**

(a) Monthly Fee. JBG shall pay Ace a monthly fee of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$8,333.34) per month during the term of the Agreement.

(b) Monthly Expense Reimbursement. JBG shall pay Ace a monthly expense reimbursement of Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) per month during the term of the Agreement.

(c) Additional Expense Reimbursement. JBG shall pay Ace an additional expense reimbursement of Five Hundred Dollars (\$500) per month during the term of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

JOURNAL BROADCAST GROUP, INC.

By: Ronald G. Kyrtis  
Name: RONALD G. KYRTIS  
Title: SR. V.P. & C.F.O.

ACE TV INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_