

## SUBLICENSE AGREEMENT

THIS SUBLICENSE AGREEMENT (this "Agreement") is entered into as of April 28, 2004, by and among ARIES TELECOMMUNICATION CORPORATION, a Nevada corporation ("Aries"), JOURNAL BROADCAST GROUP, INC., a Wisconsin corporation ("Journal"), and ACE TV INC., a Wisconsin corporation ("Ace").

WHEREAS, Aries is the licensee of WGBA-TV, Green Bay, Wisconsin ("WGBA");

WHEREAS, Aries, Journal and Journal Broadcast Corporation ("JBC") have entered into an Asset Purchase Agreement dated as of April \_\_, 2004 (the "WGBA Purchase Agreement"), pursuant to which Journal and JBC have agreed to buy from Aries, and Aries has agreed to sell to Journal and JBC, the assets of WGBA;

WHEREAS, in connection with the execution of the WGBA Purchase Agreement, Aries and Journal have entered into a Local Marketing Agreement dated as of the date hereof (the "WGBA LMA"), pursuant to which Aries, while maintaining control over WGBA's finances, personnel matters and programming, has agreed to accept and broadcast programming supplied by Journal on WGBA, subject to the terms and conditions set forth in the WGBA LMA;

WHEREAS, Ace is the licensee of WACY-TV, Appleton, Wisconsin ("WACY");

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

WHEREAS, pursuant to the WGBA Purchase Agreement and in connection with the execution and delivery of the WGBA LMA, Aries desires to sublicense to Journal certain rights of Aries under the Television Affiliation Agreement, and Journal desires to accept such sublicense, all subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Ace has agreed to enter into this Agreement for purposes of providing Ace's consent to the terms and conditions of such sublicense arrangements and providing certain assurances to Journal.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Sublicense. Aries hereby sublicenses to Journal during the Term (as defined below), all rights of Aries to program WACY in, to and under the Television Affiliation Agreement. Journal hereby accepts such sublicense. Aries shall not exercise any rights or

remedies under the Television Affiliation Agreement at any time while this Agreement shall remain in effect without the prior written consent of Journal.

2. Consent. Ace hereby consents to the terms and conditions of this Agreement, and agrees that at all times during the Term, Ace shall recognize Journal as a counterparty to the Television Affiliation Agreement for purposes of exercising the rights sublicensed to Journal pursuant to this Agreement.

3. Term. The term of this Agreement shall begin on the date hereof and shall remain in full force and effect until the termination of the WGBA LMA (the "Term"). For the avoidance of doubt, this Agreement shall automatically terminate and be of no further force or effect upon the termination of the WGBA LMA.

4. Savings Clause. If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, counsel for each party hereto shall jointly defend this Agreement and the parties' performance hereunder throughout all such proceedings. If this Agreement is declared invalid or illegal in whole or in substantial part by a ruling, order or decree of a governmental authority or court, and such ruling, order or decree has become effective, then the parties shall endeavor in good faith to reform the Agreement as necessary. If the parties are unable to reform this Agreement within thirty (30) days of the effective date of such ruling, order or decree, then this Agreement shall terminate.

5. Representations, Warranties and Covenants.

(a) Mutual Representations, Warranties and Covenants. Each party hereto represents that such party is legally qualified, empowered, and authorized to enter into and perform this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which such party is subject or by which such party is bound.

(b) Additional Representations, Warranties and Covenants by Ace. Ace hereby makes the following further representations, warranties and covenants:

(i) Authorizations. During the term of this Agreement, Ace shall own and hold all licenses and other permits and authorizations necessary for the operation of WACY as presently conducted (including licenses, permits and authorizations issued by the Federal Communications Commission (the "FCC")), and such licenses, permits and authorizations shall be in full force and effect for the entire Term hereunder, unimpaired by any acts or omissions of Ace, its principals, employees or agents.

(ii) Payment of Obligations. Ace shall not incur any debt, obligation or liability without the prior written consent of Journal if such undertaking would adversely affect Ace's performance under the Television Affiliation Agreement or the rights of Journal thereunder. Ace shall pay in a timely fashion all of its debts, assessments and obligations, including without limitation tax liabilities and payments in each case attributable to the operations

of WACY, as they come due during the Term of this Agreement.

(iii) Broadcast Obligations. Other than pursuant to (A) the terms of the Television Affiliation Agreement, (B) the Contract with Robert Rosenheim Associates, LLC, on behalf of Shepherd's Chapel dated June 17, 1996, and (C) the Television Affiliation Agreement with Home Shopping Club, Inc. dated September 16, 1996, Ace has no agreement, contract, commitment or understanding to broadcast on WACY on or after the date hereof, any programs or commercial matter. Ace shall not incur any other programming obligations without the prior written consent of Journal.

(iv) Control. Ace hereby verifies that for the term of this Agreement it shall maintain ultimate control over WACY's facilities, including specifically control over WACY's finances, personnel and programming, and nothing herein shall be interpreted as depriving Ace of the power or right of such ultimate control.

(v) Insurance. Ace shall maintain in full force and effect throughout the Term insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be applicable) and in such amounts and on such terms as is conventionally carried by broadcasters operating television stations with facilities in the area comparable to those of WACY. Journal shall be listed as an additional insured on such insurance policies. Any insurance proceeds received by Ace in respect of damaged property shall be used to repair or replace such property so that the operations of WACY conform to the Television Affiliation Agreement. Ace shall present to Journal prior to the execution of this Agreement certificates of insurance or binders for such insurance policies. If requested by Journal, Ace shall maintain business interruption insurance for Journal's benefit.

(vii) Compliance with Law. Ace covenants that, throughout the Term, Ace shall comply with all laws and regulations applicable in the conduct of Ace's business and Ace acknowledges that Journal has not urged, counseled, or advised the use of any unfair business practice.

(c) Additional Representations, Warranties and Covenants of Journal.

(i) Handling of Complaints. Journal shall promptly advise Ace of any public or FCC complaint or inquiry that Journal receives concerning the programming on WACY and shall cooperate with Ace and take all actions as may be reasonably requested by Ace in responding to any such complaint or inquiry.

(ii) Information For FCC Reports. Upon request by Ace, Journal shall provide in a timely manner any such information in its possession which shall enable Ace to prepare, file or maintain the records and reports required by the FCC.

6. Publicity. No party hereto shall issue any press release or otherwise make

any public statement with respect to the transactions contemplated herein, except as may be required by law or regulation or as agreed to in writing by each party hereto.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without giving effect to the choice of law provisions thereunder, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted.

8. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

9. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may voluntarily or involuntarily assign its interest under this Agreement without the prior written consent of the other parties, which consent will not be unreasonably withheld. All covenants, agreements, statements, representations and warranties in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

10. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission addressed in accordance with the listing set forth in Attachment A hereto or such other address as the addressee may indicate by written notice to the other parties. Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a telex or facsimile) the answerback being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

11. Entire Agreement. This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alterations, modification or change of this Agreement shall be valid unless made in writing, and signed by like written instrument. No waiver of any provision hereof shall be valid unless in writing and signed by the party adversely affected by the waiver, and then such waiver shall be effective only in the specified instance and for the purpose for which given.

12. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be binding and effective as of the date on which the executed counterparts are

exchanged by the parties.

**[Signature page follows]**

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

ARIES TELECOMMUNICATION  
CORPORATION

By: Mary A. Sean  
Title: President

JOURNAL BROADCAST GROUP, INC.

By: \_\_\_\_\_  
Douglas G. Kiel, Vice-Chairman

ACE TV INC.

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

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

ARIES TELECOMMUNICATION  
CORPORATION

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

JOURNAL BROADCAST GROUP, INC.

By:   
Douglas G. Kiel, Vice-Chairman

ACE TV INC.

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

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

ARIES TELECOMMUNICATION  
CORPORATION

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

JOURNAL BROADCAST GROUP, INC.

By: \_\_\_\_\_  
Douglas G. Kiel, Vice-Chairman

ACE TV INC.

By: Spencer J. Martin  
Title: President

SUBLICENSE AGREEMENT

ATTACHMENT A

If the notice is to Journal:

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:

Jacqueline P. Cleary, Esq.  
Hogan & Hartson L.L.P.  
555 Thirteenth Street, NW  
Washington, DC 20004  
Facsimile: (202) 637-5910

If the notice is 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

If the notice is to Aries:

Aries Telecommunication Corporation  
c/o Deborah C. Clutter  
P.O. Box 495776  
Port Charlotte, FL 33949-5776  
Facsimile: (941) 743-8873

with a copy to:

Jeffrey F. Jaekels, Esq.  
Wanazek, Umentum & Jaekels, S.C.  
417 South Adams Street  
Green Bay, WI 54305-2250  
Facsimile: (920) 437-8101