FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (this "Lease") is entered into as of the 17th of August, 2004, by and between Journal Broadcast Group, Inc., a Wisconsin corporation ("Lessor"), and Ace TV Inc., a Wisconsin corporation ("Lessee").

RECITALS:

WHEREAS, Lessor, Journal Broadcast Corporation and Aries Telecommunication 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, subject to the satisfaction or waiver (to the extent permitted) of the conditions to closing set forth in the Purchase Agreement, as of the date of the closing under the Purchase Agreement (the "Closing Date"), Sellers (as such term is defined in the Purchaser Agreement) will sell, assign and convey to Lessor, and Lessor will be the owner of, many of the assets used and useful in connection with the operation of WACY-TV, Channel 32, Appleton, Wisconsin (the "Station");

WHEREAS, Lessee is, and as of the Closing Date will be, the holder of the FCC Licenses to operate the Station;

WHEREAS, as of the Closing Date, Lessee and Lessor, as assignee of Green Bay Broadcast Leasing Company, will be parties to a Lease Agreement dated June 1, 1994, as amended (the "Transmission Sublease");

WHEREAS, as of the Closing Date, Lessee and Lessor, as assignee of Aries Telecommunication Corporation, a Nevada corporation ("Aries"), will be parties to a Sublease of Office Space dated January 1, 2002 (the "Office Sublease," and together with the Transmission Sublease, the "Subleases"); and

WHEREAS, the parties now desire to set forth in further detail their respective rights and obligations with respect to the use after the Closing Date of certain assets that will be owned by Lessor in connection with the operation of the Station.

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

1.1 Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in Annex I attached hereto and incorporated herein for all purposes of this Lease (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Unless otherwise specified, all references herein to "Articles" or

"Sections" are to Articles or Sections of this Lease. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

SECTION 2 LEASE AND RELATED MATTERS

2.1 Term. The term of this Lease shall begin on the Closing Date (the "Effective Date") and shall terminate on the [twentieth] anniversary of the Effective Date ("Term"); provided, however, that this Lease will terminate automatically upon the earlier of: (i) the failure of the FCC to renew the FCC License, which failure shall have become final and no longer subject to appeal; (ii) the closing of the transactions contemplated by the Asset Purchase Agreement, dated as of April 28, 2004, by and among Lessor, Lessee and Journal Broadcast Corporation, relating to the sale of the assets of the Station; or (iii) termination of the Television Affiliation Agreement by and between Lessor (as assignee of Aries) and Lessee dated June 7, 1993, as amended. Additionally, this Agreement will terminate automatically upon the termination of the Purchase Agreement.

2.2 Lease. Lessor agrees to lease, license or sublet to Lessee, and Lessee agrees to lease, license or sublet from Lessor, at any time and from time to time during the Term, all equipment, fixtures, furnishings, assets, studio and office space, tower space, rights under leases, and other tangible personal property owned or held by Lessor and used in the operation of the Station, together with any additional or replacement assets acquired after the date hereof for use in the operation of the Station (the "Leased Assets"), subject to and upon the terms and conditions of this Lease.

2.3 Lease Payments.

(a) In consideration of the lease by Lessor to Lessee of the Leased Assets, Lessee shall pay a Monthly Lease Fee to Lessor as set forth in Schedule 2.3.

2.4 Maintenance and Use of Leased Assets.

(a) Lessee shall use the Leased Assets solely to operate the Station.

(b) The Leased Assets will, to the extent used by Lessee throughout the Term, be used in all material respects in accordance with the FCC Licenses, the Act and applicable FCC rules, regulations and policies.

(c) Lessee shall not use or permit the Leased Assets to be used in any manner or for any purpose for which the Leased Assets are not designated or reasonably suitable. Lessee shall comply in all material respects with all laws, rules and regulations of Governmental Authorities concerning the operation of the Leased Assets.

(d) Lessor shall perform at its expense all reasonably necessary maintenance, repair and replacement of the Leased Assets.

2.5 Control of the Station. Lessee shall retain ultimate authority, power and control over the operations of the Station during the Term, including specifically, control over the personnel, programming and finances of the Station.

2.6 Termination of Subleases. Each of the Subleases is hereby terminated as of the Effective Date.

SECTION 3 COVENANTS OF LESSEE

Upon termination of this Lease, Lessee shall return to Lessor, as soon as practicable after the expiration or sooner termination of this Lease, all Leased Assets or other property of Lessor relating to the Station, including all originals and all copies of documents, notes, computer discs, tapes, or other tangible information of any sort that Lessee has in its possession or under its custody or control that are the property of Lessor, and will not retain any copies of such matter. Lessee shall not, without obtaining the prior written consent of Lessor, sublease, license, sublicense or subject to any lien, any of the Leased Assets or enter into any agreement with respect to the foregoing.

SECTION 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties by Lessee. Lessee represents and warrants that:

(a) The execution, delivery and performance by Lessee of this Lease, the fulfillment of and the compliance with the terms and provisions hereof, and the consummation by Lessee of the transactions contemplated hereby have been duly authorized by all requisite corporate action (which authorization has not been modified or rescinded and is in full force and effect), and do not and will not: (i) conflict with, or violate any provision of, any Law having applicability to Lessee or any affiliate of Lessee or any provision of the organizational documents of Lessee; (ii) conflict with, or result in any breach of, or constitute a default under, any agreement to which Lessee is a party or by which Lessee is bound; or (iii) result in or require the creation or imposition of or result in the acceleration of any indebtedness, or of any mortgage, lien, pledge, encumbrance, security interest, deed of trust, option, encroachment, reservation, order, decree, judgment, restriction, charge, agreement, claim or equity of any kind ("Encumbrance") of any nature upon, or with respect to, Lessee or any of the assets now owned or hereafter acquired by Lessee. No other action is necessary for Lessee to enter into this Lease and to consummate the transactions contemplated hereby.

(b) This Lease constitutes a valid and binding obligation of Lessee, enforceable in accordance with its terms.

4.2 Representations and Warranties by Lessor. Lessor represents and warrants that:

(a) The execution, delivery and performance by Lessor of this Lease, the fulfillment of and the compliance with the terms and provisions hereof, and the consummation by Lessor of the transactions contemplated hereby have been duly authorized by all requisite corporate action (which authorization has not been modified or rescinded and is in full force and effect), and do not and will not: (i) conflict with, or violate any provision of, any Law having applicability to Lessor or any affiliate of Lessor or any provision of the organizational documents of Lessor; (ii) conflict with, or result in any breach of, or constitute a default under, any agreement to which Lessor is a party or by which Lessor is bound; or (iii) result in or require the creation or imposition of or result in the acceleration of any indebtedness, or of any Encumbrance of any nature upon, or with respect to, Lessor or any of the assets now owned or

hereafter acquired by Lessor. No other action is necessary for Lessor to enter into this Lease and to consummate the transactions contemplated hereby.

(b) This Lease constitutes a valid and binding obligation of Lessor, enforceable in accordance with its terms.

SECTION 5 INDEMNIFICATION

5.1 Indemnification by Lessee. Lessee shall indemnify and hold harmless Lessor from and against any and all claims, losses, costs, liabilities, damages, expenses of every kind, nature and description (collectively "Damages") arising or resulting from or relating to Lessee's breach of any representation, covenant, agreement or other obligation of Lessee contained in this Lease or from Lessee's operation of the Leased Assets.

5.2 Indemnification by Lessor. Lessor shall indemnify and hold harmless Lessee from and against any and all Damages arising or resulting from or relating to Lessor's breach of any representation, covenant, agreement or other obligation of Lessor contained in this Lease.

SECTION 6 MISCELLANEOUS

6.1 Further Assurances. Each of the parties hereto hereby agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents, and will obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Lease.

6.2 Expenses. Each party hereto will pay its own expenses incurred by such party in connection with the negotiation, preparation, execution and consummation of this Lease and the transactions contemplated hereby, including all legal and accounting fees and disbursements.

6.3 Assignment. No party shall assign its rights and obligations under this Lease, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party hereto, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect, provided, however, Lessor may assign its rights and obligations hereunder in the event of the sale or transfer by Lessor of all or substantially all of the Leased Assets (including a sale or transfer to an affiliate of Lessor); provided further that each party may assign this Lease to its lenders (or an agent thereof) as collateral for the obligations of such party under credit facilities provided to such party or in respect of which such party has guaranteed indebtedness, and such lenders (or an agent thereof) may assign this Lease pursuant to the exercise of rights and remedies under such assignment as collateral. In no event shall the assignment by any party of its respective rights or obligations under this Lease release such party from its respective liabilities and obligations hereunder.

6.4 Entire Agreement; Amendments. This Lease constitutes the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Lease shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought.

6.5 Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Lease or under any other documents furnished in connection with or pursuant to this Lease shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

6.6 Consent to Jurisdiction.

(a) This Lease and the duties and obligations of the parties hereunder and under each of the documents referred to herein shall be enforceable against any party in the courts of the United States of America and of The State of Wisconsin. For such purpose, each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of such courts, and agrees that all claims in respect of this Lease and such other documents may be heard and determined in any of such courts.

(b) Each party hereto hereby irrevocably agrees that a final judgment of any of the courts specified above in any action or proceeding relating to this Lease or to any of the other documents referred to herein or therein shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6.7 Governing Law. This Lease, 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).

6.8 Notices. 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 this Lease 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 Lessor:

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 Lessor may from time to time designate.

(b) If to Lessee:

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 Lessee 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.

6.9 Interpretation. Section headings contained in this Lease are inserted for convenience of reference only, shall not be deemed to be a part of this Lease for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

6.10 Counterparts. To facilitate execution, this Lease 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 Lease 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.

6.11 Limitation on Benefits. The covenants, undertakings and agreements set forth in this Lease shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

6.12 Binding Effect. Subject to any provisions hereof restricting assignment, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

6.13 Taxes. Lessee shall pay and be responsible for all personal property and ad valorem taxes, if any, which may be assessed on the Leased Assets.

6.14 No Joint Venture or Partnership. Neither party shall have any power or authority to act for or on behalf of the other or to bind the other in any manner whatsoever, except as and to the extent expressly provided for in this Lease. The parties hereto agree that nothing herein shall constitute a joint venture or partnership between them.

[SIGNATURE PAGE TO FOLLOW]

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

JOURNAL BROADCAST GROUP, INC.

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

ACE TV INC.

By: _____
Name: _____
Title: _____

ANNEX I

"Act" means the Communications Act of 1934 and any rules, regulations or policies promulgated thereunder, each as amended or modified from time to time.

"Aries" has the meaning ascribed thereto in the Recitals of this Lease.

"Damages" has the meaning ascribed thereto in Section 5.1.

"Effective Date" has the meaning ascribed thereto in Section 2.1.

"Encumbrance" has the meaning ascribed thereto in Section 4.1(a).

"FCC" means the Federal Communications Commission, together with any successor thereto.

"FCC Licenses" means all licenses, permits and other authorizations issued by the FCC with respect to the ownership, operation or construction of the Station and all auxiliary broadcast and satellite earth station facilities used in the operation of the Station.

"Governmental Authority" means (i) the United States of America, (ii) any state or commonwealth of the United States of America and any political subdivision thereof (including counties, municipalities and the like) or (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board.

"Law" means any applicable law, regulation, rule, writ, injunction, ordinance, franchise, decree, determination, award, permit, license, authorization, requirement, ruling, order or decision of, or by, a Governmental Authority, including FCC Licenses.

"Lease" has the meaning ascribed thereto in the Preamble of this Lease.

"Leased Assets" has the meaning ascribed thereto in Section 2.2.

"Lessee" has the meaning ascribed thereto in the Preamble of this Lease.

"Lessor" has the meaning ascribed thereto in the Preamble of this Lease.

"Monthly Lease Fee" has the meaning ascribed thereto in Schedule 2.3.

"Station" has the meaning ascribed thereto in the Recitals of this Lease.

"Term" has the meaning ascribed thereto in Section 2.1.

SCHEDULE 2.3

Lessee shall pay Lessor a monthly fee (the "Monthly Lease Fee") during the Term equal to $250. The Monthly Lease Fee shall be paid to Lessor as follows: (i) the Monthly Lease Fee for the first month after the Effective Date shall be paid on the date that is one month after the Effective Date and (ii) each subsequent payment of the Monthly Lease Fee shall be due upon the monthly anniversary of the Effective Date. In the event that this Lease terminates on a date that is not a monthly anniversary of the Effective Date, 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.

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

JOURNAL BROADCAST GROUP, INC.

By: Ronald L. Kurtis
Name: RONALD G. KURTIS
Title: SR. VP. & C.F.O.

ACE TV INC.

By: _____
Name: _____
Title: _____