

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

THIS AMENDMENT NO. 4 TO TELEVISION AFFILIATION AGREEMENT (this "Amendment") is entered into as of the 17th 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.

RECEIPT COPY

FISHER WAYLAND COOPER LEADER & ZARAGOZA L.L.P.
2001 PENNSYLVANIA AVENUE, N.W.
SUITE 400

WASHINGTON, D.C. 20006-1851
TELEPHONE (202) 659-3494

VERONICA D. MCLAUGHLIN
(202) 429-4680

October 18, 1999

FACSIMILE
(202) 296-6518

INTERNET
vmclaughlin@fwclz.com

WEBSITE
<http://www.fwclz.com>

VIA HAND DELIVERY

Magalie Roman Salas, Secretary
Federal Communications Commission
Portals II
445 Twelfth Street, S.W.
TW-A325
Washington, D.C. 20554

RECEIVED
OCT 18 1999
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

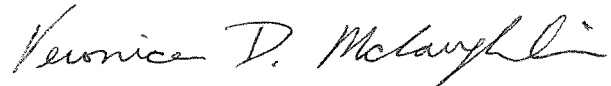
**Re: Television Affiliation Agreement
WACY(TV), Appleton, Wisconsin**

Dear Ms. Roman Salas:

Pursuant to *Review of the Commission's Regulations Governing Television Broadcasting*, MM Docket No. 91-221, FCC 99-209, released August 6, 1999, at ¶ 149 and on behalf of Ace TV, Inc. ("Ace"), licensee of WACY(TV), Appleton, Wisconsin, submitted herewith are the following documents: (1) Television Affiliation Agreement by and between Aries Telecommunication Corporation and Ace, dated June 7, 1993; (2) Amendment of Term of Agreements, dated June 23, 1995; (3) Second Amendment of Term of Agreements, dated September 20, 1996; and (4) Third Amendment of Television Affiliation Agreement, dated September 20, 1996.

Should there be any questions regarding this matter, please contact the undersigned.

Respectfully submitted,



Veronica D. McLaughlin

Enclosures

TELEVISION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June, 1993, by and between ARIES TELECOMMUNICATION CORPORATION, a Nevada corporation ("Aries"), and ACE TV INC., a Wisconsin corporation ("Ace").

WITNESSETH:

WHEREAS, Ace is the licensee of Television Station WXGZ licensed to Appleton, Wisconsin operating on Channel 32 (the "Station"); and

WHEREAS, Aries may make certain programming available to Ace for carriage over the Station; and

WHEREAS, Ace has determined that the public interest, convenience and necessity would be served by its broadcast over the Station of certain programming offered by Aries,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed:

- Programming. Aries will offer Ace certain programming to be broadcast on a network basis over the Station. Such programming shall be offered in writing addressed to Ace at P.O. Box 10932, Green Bay, WI 54301 or at such other address as Ace may notify Aries in writing. Any such offer shall constitute a representation by Aries that it has all necessary rights and permissions for Ace to broadcast the programming referred to therein pursuant to this Agreement. Ace shall notify Aries, within fifteen

(15) days of each such offer, of Ace's acceptance or rejection of each such offer. Such notice of acceptance or rejection shall be in writing addressed to Aries at P. O. Box 19099, Green Bay, WI 54307-9099, or at such other address as Aries may notify Ace in writing. Any programming so accepted by Ace shall become subject to this Agreement (the programming so accepted by Ace is herein referred to as the "Programs").

2. Broadcast. Ace agrees to broadcast the Programs in their entirety, including without limitation all commercial announcements, without interruption, editing, deletion, addition, alteration or delay. Without the advance written consent of Aries, Ace shall not and shall not authorize others to broadcast, rebroadcast or otherwise use any Programs except as and to the extent specified in this Agreement. If Ace fails to broadcast any Programs, then Ace shall be obligated to broadcast such omitted Programs as promptly as possible during a time period which is of the quality and rating value comparable to the time period at which the omitted Programs were not broadcast.

g/m

3. Compensation. Aries shall compensate Ace for Ace's broadcast of Programs at such percentage as may be agreed upon from time to time by Aries and Ace of the network base rate of _____ per hour for each hour or portion thereof of Programs broadcast on the Station pursuant to

this Agreement. The percentage shall be specified in each offer made pursuant to Paragraph 1 hereof. It is understood that Aries will so compensate Ace only for those hours that the Programs are so broadcast at full licensed operating power and sound which complies with normal standards of the Federal Communications Commission (the "FCC") and industry engineering. Ace will submit to Aries on a monthly basis notarized affidavits confirming the broadcast of Programs over the Station in accordance with this Agreement.

4. Term. This Agreement shall become effective on the date hereof and shall continue until 11:59 P.M. on the first annual anniversary of the date that Programs are first broadcast on the Station pursuant to this Agreement. Thereafter, this Agreement shall renew automatically for successive terms of one (1) year each unless either party terminates this Agreement by written notice given to the other party at least sixty (60) days prior to the expiration of the then current term.
5. Force Majeure. Neither Aries nor Ace shall be liable to the other for failure to supply or broadcast Programs by reason of any act of God, labor dispute, nondelivery by Program suppliers, failure or breakdown of facilities, or governmental order or regulation or similar cause beyond their respective control; provided that if either party substantially fails to perform this Agreement for four

(4) consecutive weeks as a result thereof, then the other party may terminate this Agreement upon thirty (30) days' prior written notice to the party so failing to perform this Agreement.

6. Transfer and Assignment. Neither party shall transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any transfer or assignment by operation of law or otherwise without such consent shall be null and void. In addition, Ace shall notify Aries within five (5) days of the filing of any application with the FCC seeking the FCC's consent to the transfer of control of the Station or the assignment of the license relating to the Station. Except for transfers of control and assignments of licenses governed by Section 73.3540(f) of the FCC's current Rules and Regulations, Aries may terminate this Agreement as of the effective date of a transfer of control or assignment of license upon written notice to Ace. If Aries does not so terminate this Agreement, Ace agrees that prior to the effective date of any such transfer of control or assignment of license, Ace shall procure and deliver to Aries, in form satisfactory to Aries, the agreement of the transferee or assignee to assume and perform this Agreement in its entirety without limitation of any kind.

7. Changes in Station Facilities. Ace shall within five (5) days of filing any application with the FCC notify Aries in writing of any change in the transmitter location, power, community of license, or frequency relating to the Station, and shall notify Aries five (5) days prior to any change in hours of operation of the Station. Ace shall also notify Aries within twenty-four (24) hours of any change in the Station's operating power, transmitter or antenna, and any cessation of the Station's broadcast operations, whether voluntary or involuntary.
8. Unauthorized Copying. Ace shall not authorize, cause, permit or enable anything to be done whereby the Programs may be used for any purpose other than broadcasting over Station. Ace shall not tape, record or otherwise duplicate any Program for rebroadcast without first securing the prior written consent of Aries.
9. Licenses. Ace shall maintain such licenses and authorizations as may be required now or hereafter in order to broadcast the Programs over the Station. Aries shall maintain any consents necessary to broadcast any music used on the Programs.
10. Preemption. Nothing contained herein shall be construed to prevent or hinder Ace from rejecting or refusing such portions of the Programs which Ace reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or from substituting other programming which in

Ace's opinion is of greater local or national importance. Ace shall provide Aries with prompt notification of any such refusal, rejection or substitution.

11. Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, to the parties at the following addresses, or at such other address as either party may notify the other by like notice:

If to Aries:

Aries Telecommunication Corporation
Attention: General Manager
1391 North Road
P.O. Box 19099
Green Bay, WI 54307-9099

If to Ace:

Ace TV Inc.
Attention: General Manager
P.O. Box ~~232~~ 10932
Kaukauna, WI 54130
~~GREEN BAY~~ 54311

Jm Dec
Any notice so given shall be effective upon mailing, if given by mail, or upon personal delivery, if personally delivered.

12. Indemnification. Aries shall indemnify, defend and hold Ace harmless from and against all claims, damages, liabilities, costs and expenses arising out of or relating to the broadcast of the Programs over the Station in accordance with this Agreement, provided that Ace shall promptly notify Aries of any such claim and shall fully cooperate with Aries in the defense or settlement thereof. Ace shall indemnify, defend and hold Aries harmless from and against all claims, damages,

liabilities, costs and expenses arising out of or relating to any actions by Ace or relating to the Station unrelated to this Agreement.

13. Governing Law. The obligations of Aries and Ace hereunder are subject to all applicable federal, state and local laws, rules and regulations, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC. This Agreement and the interpretation, performance and enforcement of this Agreement shall be construed and governed by the laws of the State of Wisconsin except to the extent preempted by federal communications laws.
14. Relationship. Nothing herein contained shall create any partnership, association, joint venture, fiduciary or agency relationship between Aries and Ace.
15. Entire Agreement; Waiver. No representations, warranties or covenants have been made by Aries or Ace with respect to the subject matter of this Agreement except as specifically set forth in this Agreement. This Agreement contains the entire agreement between the parties hereto with reference to the subject matter hereof, and this Agreement may not be modified or amended except by a writing duly executed by the parties hereto. No term, condition or covenant of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is asserted. No such waiver which

is in writing shall be deemed to be a waiver of any other term, condition or covenant of this Agreement, or any preceding or succeeding breach of the same or any other term, condition or covenant.

16. Termination. Upon termination of this Agreement, the consent granted hereunder to broadcast the Programs shall be deemed immediately withdrawn and Ace shall have no further rights of any nature to the Programs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ARIES TELECOMMUNICATION CORPORATION

By: Donald E. Clark
Donald E. Clark
President

ACE TV INC.

By: Carl Martin
Carl Martin
President

AMENDMENT OF TERM OF AGREEMENTS

This Amendment is made and entered into this 23 day of June, 1995, by and between ARIES TELECOMMUNICATION CORPORATION, a Nevada corporation (herein referred to as "Aries"), and ACE TV, INC., a Wisconsin corporation (herein referred to as "Ace").

WITNESSETH

WHEREAS, Aries and Ace entered into the following Agreements on the following dates (collectively, the "Agreements"):

Program Log and Invoice Preparation Agreement dated December 15, 1992,

Transmitter Monitoring Agreement dated December 15, 1992, and

Television Affiliation Agreement dated June 7, 1993; and

WHEREAS, the Agreements are for various terms; and

WHEREAS, Aries and Ace have been advised that regulations adopted by the Federal Communications Commission subsequent to the date of the Agreements require that contracts in the nature of the Agreements must be capable of being cancelled by either party at any time upon 90 days advance notice; and

WHEREAS, Aries and Ace desire to amend the Agreements to comply with the regulations of the Federal Communications Commission,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed that the terms of the Agreements shall remain as stated in the Agreements, except that either Aries or Ace shall have the right to terminate one or more of the Agreements at any time upon 90

days advance written notice to the other party. Any such notice shall be required to be given by personal delivery or by certified mail, return receipt requested, as follows:

If to Aries: Aries Telecommunication Corporation
 Attention: President
 P.O. Drawer 996
 Buckhannon, WV 26201

With copy to: Aries Telecommunication Corporation
 Attention: General Manager
 1391 North Road
 P.O. Box 19099
 Green Bay, WI 54307-9099

If to Ace: Ace TV, Inc.
 Attention: President
 P.O. Box 587
 Buckhannon, WV 26201

With copy to: Ace TV, Inc.
 Attention: General Manager
 P.O. Box 10932
 Green Bay, WI 54311

Either party may change the address at which notice may be given by like notice to the other party. Any notice so given shall be effective on the third business day following mailing, if given by mail, or upon personal delivery, if personally delivered.

In all other respects, the Agreements shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

ARIES TELECOMMUNICATION CORPORATION

By: _____

Donald E. Clark
President

ACE TV, INC.

By: 

Carl J. Martin
President

SECOND AMENDMENT OF TERM OF AGREEMENTS

This Second Amendment is made and entered into this 20th day of September, 1996, by and between ARIES TELECOMMUNICATION CORPORATION, a Nevada corporation (herein referred to as "Aries"), and ACE TV INC., a Wisconsin corporation (herein referred to as "Ace").

W I T N E S S E T H

WHEREAS, Aries and Ace entered into the following Agreements on the following dates (collectively, the "Agreements"):

Program Log and Invoice Preparation Agreement dated December 15, 1992,

Transmitter Monitoring Agreement dated December 15, 1992, and

Television Affiliation Agreement dated June 7, 1993; and

WHEREAS, the Agreements are now in full force and effect and are for various terms; and

WHEREAS, Aries and Ace entered into an Amendment of Term of Agreements dated June 23, 1995 (the "Amendment"), which provides that the terms of the Agreements would remain as stated in the Agreements except that either Aries or Ace would have the right to terminate one or more of the Agreements at any time upon ninety (90) days advance written notice to the other party; and

WHEREAS, Carl J. Martin died on August 9, 1996 and was then the principal officer, director and shareholder of Ace; and

WHEREAS, because of the untimely death of Carl J. Martin and in order to

ensure the continued operation of Ace's business following his death, Ace has requested that the terms of the Agreements be extended for an additional twenty (20) years subject to the ninety (90) day termination provision of the Amendment; and

WHEREAS, Aries has agreed to so extend the terms of the Agreements subject to the Amendment,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed that the terms of the Agreements are hereby extended until January 1, 2018 at 12:01 a.m., except that each of Aries and Ace shall continue to have the right to terminate one or more of the Agreements at any time upon ninety (90) days advance written notice to the other party as provided by the Amendment. The Amendment shall remain in full force and effect according to its terms, except that the address of Ace for notice purposes shall be changed to P. O. Box 2116, Buckhannon, WV 26201. The Agreements shall remain in full force and effect according to their terms except as amended by the Amendment and by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first above written.

ARIES TELECOMMUNICATION CORPORATION

By: 

Donald E. Clark
President

ACE TV INC.

By: 

Shirley A. Martin
President

THIRD AMENDMENT OF TELEVISION AFFILIATION AGREEMENT

This Third Amendment of Television Affiliation Agreement is made and entered into as of this 20th day of September, 1996, by and between ARIES TELECOMMUNICATION CORPORATION, a Nevada corporation ("ARIES") and ACE TV INC., a Wisconsin corporation ("ACE").

W I T N E S S E T H

WHEREAS, ARIES and ACE entered into a Television Affiliation Agreement dated June 7, 1993, the term of which was amended on June 23, 1995 and September 20, 1996 (collectively the "Agreement"); and

WHEREAS, under the Agreement, ARIES makes programming available to Ace for broadcast on ACE'S television station WACY (formerly WXGZ) in Appleton, Wisconsin, for which ARIES compensates ACE at a percentage of the network base rate of per hour; and

WHEREAS, ACE has entered into certain arrangements to obtain other programming, consisting of the following:

- Contract with Robert Rosenheim Associates, LLC on behalf of Shepherd's Chapel dated June 17, 1996, which pays ACE : per telecast (the "Chapel Contract"), and
- Television Affiliation Agreement with Home Shopping Club, Inc. dated September 16, 1996, which pays ACE per hour (the "HSC Contract"); and

WHEREAS the parties desire to amend the compensation provisions of the Agreement for programming run on WACY under the Chapel Contract and the HSC Contract,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed that the Agreement is hereby amended so that for any programming run on WACY under the Chapel Contract or the HSC Contract, ACE shall pay ARIES per hour. This Third Amendment shall be retroactive to the date that any programming is run on WACY under the Chapel Contract or the HSC Contract.

This Third Amendment amends the Agreement only in accordance with the terms hereof and, in all other respects, the Agreement remains in full force and effect as if fully incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Third Amendment of Television Affiliation Agreement as of the date first above written.

ARIES TELECOMMUNICATION CORPORATION

By: Donald E. Clark

Donald E. Clark, President

ACE TV INC.

By: Shirley A. Martin

Shirley A. Martin, President