

AMENDMENT NO. 1 TO
AMENDED AND RESTATED SHARED SERVICES AGREEMENT

THIS AMENDMENT NO. 1, dated as of January 31, 2011 (this "*Amendment*"), to that certain SHARED SERVICES AGREEMENT, dated as of May 31, 2007 (the "*Agreement*"), by and between **Appalachian Broadcasting Corporation**, a Virginia corporation ("*Service Provider*"), **Bonten Media Acquisition Co.**, a Delaware corporation ("*Service Provider Parent*"), **Esteem License Holdings, Inc.** (formerly known as **Aurora License Holdings, Inc.**), a Delaware corporation ("*Station Licensee*"), **Esteem Broadcasting of Tennessee, Inc.** (formerly known as **Aurora Broadcasting, Inc.**), a Delaware corporation ("*Licensee's Parent*") and Esteem Broadcasting LLC, a Delaware limited liability company ("*Esteem*" and, together with Station Licensee and Licensee's Parent, collectively, the "*Station Parties*");

WITNESSETH:

WHEREAS, the parties hereto are parties to the Agreement; and

WHEREAS, the parties desire to amend the Agreement in certain respects to provide, among other things, for a base service fee that more accurately reflects the costs to Service Provider of providing its services under the Agreement;

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. **Schedule A.** Section 1.1 of Schedule A of the Agreement is amended to read in its entirety as follows:

1.1 **Definitions.** For all periods through December 31, 2011, the "**Base SSA Amount**" shall be an amount equal to Forty-Eight Thousand Five Hundred Dollars (\$48,500). For all periods from and after January 1, 2012, the "**Base SSA Amount**" for any calendar month shall be an amount equal to One Hundred Seventy-Five Thousand Dollars (\$175,000), as adjusted in accordance with the second sentence of this Section. The amount specified in clause (i) shall, on January 1 of each year commencing on January 1, 2013, be increased by 3.0% of the amount in effect for the preceding year.

2. **Schedule B.** In Schedule B of the Agreement, the address to which copies of notices to Service Provider shall be sent is amended to read as follows:

Covington & Burling LLP
1201 Pennsylvania Avenue, N.W.
Washington, DC 20004-2401
Attention: Jennifer A. Johnson, Esq.
Phone: (202) 662-5562
Fax: (202) 778-5562

3. **Effect of Amendment.** Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

4. **Governing Law.** This Amendment shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York.

5. **Counterparts and Facsimile Signatures.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. This Amendment shall be legally binding and effective upon delivery of facsimile signatures.

6. **Captions.** The captions used in this Amendment are for convenience of reference only, do not constitute a part of this Amendment and will not be deemed to limit, characterize or in any way affect any provision of this Amendment, and all provisions of this Amendment will be enforced and construed as if no caption had been used in this Amendment.

7. **Other Definitional Provisions.** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Amendment as a whole and not to any particular provision of this Amendment. Section references contained in this Amendment are references to Sections in this Amendment, unless otherwise specified. Each defined term used in this Amendment has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Amendment has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Amendment (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

[SIGNATURE PAGE FOLLOWS]

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

STATION LICENSEE:

Esteem License Holdings, Inc.

By: David L. Bailey, Pres.
Name: David L. Bailey
Title: President

LICENSEE'S PARENT:

Esteem Broadcasting of Tennessee, Inc.

By: David L. Bailey, Pres.
Name: David L. Bailey
Title: President

ESTEEM:

Esteem Broadcasting LLC

By: David L. Bailey, Pres.
Name: David L. Bailey
Title: President

SERVICE PROVIDER:

Appalachian Broadcasting Corporation

By: William S. Moody
Name: *William S. Moody*
Title: *CFO*

SERVICE PROVIDER PARENT:

Bonten Media Acquisition Co.

By: William S. Moody
Name: *William S. Moody*
Title: *CFO*