

August 15, 2012

Esteem Broadcasting of California LLC
c/o Mr. David L. Bailey
13865 East Elliott Drive
Marshall, IL 62441

Dear Mr. Bailey:

1. Reference is hereby made to: (i) the Asset Purchase Agreement, dated as of the date hereof and attached hereto as Exhibit A (the “**Asset Purchase Agreement**”), by and among Esteem Broadcasting of California LLC (“**Esteem**”) and Sainte Partners II, L.P., and Sainte Sepulveda, Inc. (collectively, “**Sellers**”), and (ii) the two Option Agreements, each dated as of the date hereof (the “**Option Agreements**”) by and between Esteem and California Broadcasting, Inc. (“**CBI**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Option Agreements.

2. Pursuant to the Asset Purchase Agreement, Esteem will acquire certain assets currently held by Sellers related to the ownership and operation of KBVU(DT), Eureka, California, and KCVU(DT), Paradise, California (collectively, the “**Stations**”), and, subject to the consent of the FCC, upon the closing of the transactions under the Asset Purchase Agreement, Esteem will be the licensee of the Stations. Accordingly, each of Esteem and CBI desire to set forth certain mutual understandings and agreements in connection with the anticipated filing of the FCC applications and, following and subject to obtaining the necessary FCC consents, implementing the closing.

3. Subject to the execution and delivery of the Asset Purchase Agreement and the Option Agreements, Esteem hereby agrees to use its commercially reasonable efforts to cooperate with the other parties to the Asset Purchase Agreement to complete Esteem’s portion of the application(s) requesting the consent of the Federal Communications Commission (the “**FCC**”) to the assignment of the FCC Licenses to Esteem (the “**FCC Consent**”) and, together with the other persons who are required to join in such filings, jointly submit such application(s) to the FCC as contemplated by the Asset Purchase Agreement. Esteem will diligently take or cooperate in taking all reasonable steps that are necessary, proper or desirable to expedite the preparation and submission of such application(s) for FCC Consent and its prosecution to Final Order and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the assignment of the FCC Licenses to be consummated pursuant to the Asset Purchase Agreement and this letter agreement. Esteem will provide CBI and Sellers with a copy of any pleading, order or other document served on Esteem relating to any such application(s). Esteem will not take any action which is intended to or which would reasonably be likely to materially or adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order. Notwithstanding

anything to the contrary contained herein, between the date hereof and the Station Closing, Esteem shall use its commercially reasonable efforts to obtain the FCC Consent.

4. Subject to the execution and delivery of the Asset Purchase Agreement and the Option Agreements, Esteem agrees to cooperate with the other parties to the Asset Purchase Agreement in taking all commercially reasonable actions in connection with obtaining any consents required in connection with the transfer of the Assets (as such term is defined in the Asset Purchase Agreement) to Esteem pursuant to the Asset Purchase Agreement. Esteem agrees to provide CBI with prompt notification and copies of all notices from Sellers, or any other party, provided to Esteem pursuant or relating to the Asset Purchase Agreement.

5. CBI agrees to promptly pay or reimburse Esteem, within fifteen days of invoicing with reasonable documentation, for all of its reasonable costs and out-of-pocket expenses, including filing fees and reasonable attorneys' fees, incurred in connection with (a) Esteem's compliance with its obligations pursuant to this letter agreement and (b) the preparation and negotiation of the documents referenced in this letter agreement.

6. Esteem shall ensure that CBI is provided with no less than three (3) business days prior written notice of the Station Closing.

7. Notwithstanding anything in this letter agreement to the contrary, at the Station Closing, Esteem agrees to (a) acquire the Assets (as such term defined in the Asset Purchase Agreement) from Sellers and to assume and become responsible to pay, satisfy, perform and discharge as and when due the Assumed Liabilities (as such term is defined in the Asset Purchase Agreement) from and after the Station Closing, (b) deliver to Sellers a promissory note in the principal amount equal to the Purchase Price (as such term is defined in the Asset Purchase Agreement) as consideration for the Assets, and (c) execute and deliver such bills of sale, assignment and assumption agreements and such other documents or instruments as CBI and Sellers shall reasonably request or deem necessary to carry out the purposes of this letter agreement and the Asset Purchase Agreement, to the extent not inconsistent with this letter agreement or the Asset Purchase Agreement.

8. In connection with the Station Closing, Esteem shall cooperate with the other parties to the Asset Purchase Agreement by furnishing additional information, executing and delivering any additional documents and/or instruments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by the Asset Purchase Agreement. CBI and Esteem shall each cooperate with one another and use commercially reasonable efforts to obtain on behalf of Esteem from a third-party source an Acquisition Financing Arrangement with respect to the payment of the Purchase Price (as such term is defined in the Asset Purchase Agreement).

9. As of the date hereof and as of the Station Closing, each party hereto hereby makes the following representations and warranties to the other party hereto:

(a) Such party has the legal right and requisite power and authority to make and enter into this letter agreement and, in the case of Esteem, the Asset Purchase Agreement, and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of this letter agreement and, in the case of Esteem, the Asset Purchase Agreement, by such party has been duly authorized by all necessary company action on its part. The execution, delivery and performance of this letter agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party. This letter agreement and, in the case of Esteem, the Asset Purchase Agreement, have been duly executed and delivered by such party and constitute the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) The execution, delivery and performance of this letter agreement and, in the case of Esteem, the Asset Purchase Agreement, by such party, and the compliance by such party with the provisions hereof and thereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede such party's performance of its obligations under and compliance with the provisions of this letter agreement, the Asset Purchase Agreement and the other transaction documents executed in connection herewith.

(c) Subject to obtaining the necessary FCC Consent, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other person or entity (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by such party.

10. As of the date hereof and as of the Station Closing, Esteem hereby makes the following representations and warranties to CBI:

(a) Esteem is legally, financially and otherwise qualified under the Communications Act and the FCC Rules to acquire the Assets (as such term is defined in the Asset Purchase Agreement) from Sellers. There is no fact or condition known to Esteem that would, under the Communications Act and the FCC Rules, disqualify Esteem as owner and operator of the Stations. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Esteem's knowledge, threatened against Esteem affecting its qualification to hold an FCC

license or its ability to purchase and acquire the Assets nor, to Esteem's knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Esteem has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Esteem's ability to enter into this letter agreement or the Asset Purchase Agreement or consummate the transactions contemplated hereby or thereby.

11. Termination. This letter agreement may be terminated as follows:

(a) prior to the Station Closing upon the mutual written agreement of Esteem and CBI;

(b) automatically and without further action of the parties upon termination of both the Asset Purchase Agreement and that certain asset purchase agreement, dated as of the date hereof, by and among CBI and the Sellers (the "***CBI Purchase Agreement***") for any reason;

provided that except as otherwise provided herein, termination of this letter agreement shall not relieve any party of any liability for breach or default under this letter agreement prior to the date of termination. Notwithstanding anything to the contrary, termination of this letter agreement shall not relieve any party of any obligation, including payment obligations, that shall have accrued prior to the date of such termination. In the event that this letter agreement shall terminate pursuant to Section 11 hereof, the Option Agreements shall be deemed terminated automatically without further action of the parties.

12. Miscellaneous

(a) Nothing in this letter agreement, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this letter agreement.

(b) This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State.

(c) This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this letter agreement by facsimile or other electronic transmission will be deemed to be an original of the letter agreement so transmitted.

(d) If one or more provisions of this letter agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this letter agreement, and the balance of this letter agreement shall be enforceable in accordance with its terms.

(e) The section headings used in this letter agreement are for reference purposes only and shall not affect the meaning or interpretation of any term or provision of this letter agreement.


(f) Without intending to limit the remedies available to any of the parties hereto, each of the parties hereto acknowledges and agrees that a breach by such party of any provision of this letter agreement will cause the other party hereto irreparable injury for which an adequate remedy at law is not available. Therefore, the parties hereto agree that in the event of any such breach each such party shall be entitled to an injunction, restraining order or other form of equitable relief from any court of competent jurisdiction restraining any other party hereto from committing any breach or threatened breach of, or otherwise specifically to enforce, any such provision of this letter agreement, and without any requirement of proving actual damages or posting any bond or other security, in addition to any other remedies that such parties may have at law or in equity.

(g) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

(h) This letter agreement and the exhibits and attachments hereto, the Option Agreements and the Asset Purchase Agreement collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof.

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

CALIFORNIA BROADCASTING, INC.

By: 
Name: Randall S. Babcock
Title: CEO

Agreed and Accepted as of the date hereof

ESTEEM BROADCASTING OF CALIFORNIA LLC

By: _____
Name: _____
Title: _____

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

CALIFORNIA BROADCASTING, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the date hereof

ESTEEM BROADCASTING OF CALIFORNIA LLC

By: David L. Bailey
Name: DAVID L. BAILEY
Title: PRESIDENT