

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT AGREEMENT (the “*Agreement*”) is entered into as of November 20, 2012, by and between KMTR Television, LLC, a Delaware limited liability company (“*Licensee*”) and Roberts Media, LLC, a Delaware limited liability company (“*Manager*”).

WITNESSETH:

WHEREAS, Licensee has applied to the Federal Communications Commission (“*FCC*”) to become the assignee of the FCC licenses with respect to television broadcast stations KMTR(TV), Eugene, OR (Facility ID No. 35189), KMCB(TV), Coos Bay, OR (Facility ID No. 35183), KTCW(TV), Roseburg, OR (Facility ID No. 35187); K31AE, Sutherlin, OR (Facility ID No. 35172); K46AS, Coos Bay, OR (Facility ID No. 35188), and K22GX-D, Tri City, OR (Facility ID No. 35184) (each a “*Station*” and collectively, the “*Stations*”);

WHEREAS, Manager is the sole member of Licensee, and Manager will perform certain functions in connection with Licensee’s ownership and operation of the Stations;

WHEREAS, Licensee desires to pay Manager for the services Manager provides upon and following the Effective Date (as defined below); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:


1. This Agreement shall be effective automatically upon the acquisition by the Licensee of the Station (the “*Effective Date*”).
2. From and after the Effective Date, Manager shall perform certain services for Licensee with respect to the business of Licensee and the Station, including, but not limited to, FCC regulatory compliance, management of the Station’s finances, programming, personnel and payroll, review and filing of state and federal tax returns and any other necessary state filings, and general duties as manager and sole member of Licensee.
3. As compensation for the foregoing services, Licensee shall pay Manager an aggregate base fee of REDACTED per year (pro rated for any partial year during which the services are provided) (the “*Fee*”), which shall be payable not less than annually as determined by Licensee in its sole discretion.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first stated above.

KMTR TELEVISION, LLC

By: 
Larry Roberts, Manager

ROBERTS MEDIA, LLC

By: 
Larry Roberts, Manager

[Management Services Agreement]