

## MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 2014, by and between SagamoreHill of Duluth, LLC, a Delaware limited liability company ("Licensee") and Louis Wall, a resident of Georgia ("Manager").

### WITNESSETH:

**WHEREAS**, Licensee has applied or will apply to the Federal Communications Commission ("FCC") to become the assignee of the FCC licenses with respect to television broadcast station KDLH(TV), Duluth, MN (Facility ID 4691) (the "Station");

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

**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.** Licensee shall pay Manager an aggregate base fee of Fifty-Five Thousand Dollars (\$55,000.00) per year (prorated 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.

*[signatures on following page]*

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

**SAGAMOREHILL OF DULUTH, LLC**

By: \_\_\_\_\_  
Louis Wall  
Member/Manager

**LOUIS WALL**

\_\_\_\_\_  
(In his individual capacity)