[*Execution Version*]

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT AGREEMENT (the "**Agreement**") is entered into as of August 26, 2010, by and between WBDT Television, LLC, a Delaware limited liability company ("**Licensee**") and Vaughan Media LLC, an Illinois limited liability company ("**Manager**").

WITNESSETH:

WHEREAS, Licensee owns broadcast television station WBDT(TV), Dayton, Ohio (the "**Station**");

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

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.

WBDT TELEVISION, LLC

By: Vaughan Media LLC

By: _____
Thomas J. Vaughan
Manager

VAUGHAN MEDIA LLC

By: _____
Thomas J. Vaughan
Manager