

**MANAGEMENT SERVICES AGREEMENT
(TUCKER OPERATING CO. LLC)**

This MANAGEMENT AGREEMENT (the “**Agreement**”) is entered into as of June 12, 2013, by and between Tucker Operating Co. LLC (d/b/a KTTU Television), a Delaware limited liability company (“**Licensee**”) and Tucker Media and Management Consulting II LLC, a Delaware limited liability company (“**Manager**”).

WITNESSETH:

WHEREAS, Licensee is a party to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which Licensee has agreed to acquire certain assets related, collectively, to the television broadcast station KTTU(TV), Tucson, Arizona (Fac. ID 11908) (the “**Station**”) and, pursuant to the terms and subject to the conditions of the Purchase Agreement, has agreed to apply to the Federal Communications Commission (the “**FCC**”) to become the assignee of the FCC licenses with respect to such 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 management duties.
3. As compensation for the foregoing services, Licensee shall pay Manager an aggregate base fee in the amount 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.

[SIGNATURE PAGE FOLLOWS]

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

**TUCKER OPERATING CO. LLC (D/B/A KTTU
TELEVISION)**

**By: TUCKER MEDIA AND MANAGEMENT
CONSULTING II LLC, SOLE MEMBER AND
MANAGER**

By: Bryan W. Tull
Name:
Title: Manager

**TUCKER MEDIA AND MANAGEMENT CONSULTING
II LLC**

By: Bryan W. Tull
Name:
Title: Manager