

SECOND AMENDED OPERATING  
AGREEMENT OF  
NEUHOFF MEDIA DECATUR, LLC

This Second Amended Operating Agreement of Neuhoff Media Decatur, LLC, an Illinois limited liability company (the "Company"), is made and entered into as of this 1<sup>st</sup> day of January, 2024, by the sole member of the Company.

**RECITALS:**

WHEREAS, the Company was formed on January 29, 2009, by the filing of Articles of Organization with the Secretary of State of Illinois; and

WHEREAS, the undersigned sole member of the Company desires to amend the Articles of Organization and to establish this Second Amended Operating Agreement of the Company;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. Acceptance of Amended Articles of Organization. The undersigned hereby approves the Amended Articles of Organization of even date herewith to be filed on behalf of the Company.

2. Registered Office and Registered Agent. The street address of the registered office of the Company is 1501 North Washington Avenue, Danville, Illinois 61832, and the name of its registered agent at such address is Michael Hulvey.

3. Location of Books and Records. The books and records of the Company shall be maintained at 1501 North Washington Avenue, Danville, Illinois 61832. The Company's books and records shall be available for inspection by any member during normal business hours.

4. Issuance of Membership Interests. The Company shall issue all membership interests to its sole member in exchange for capital contributions made to the Company by such member.

5. Continuation Following Withdrawal of a Member. The Company shall not be dissolved upon the death, expulsion, withdrawal, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company. If any individual members withdraw from the

Company because of his or her death, his or her estate shall automatically be admitted as a member of the Company subject to the terms and conditions of this Agreement.

6. Management. The business and affairs of the Company shall be managed by one manager. The sole manager shall be Michael Hulvey.

7. Indemnification. The Company shall, to the full extent permitted by law, (i) indemnify any person who was or is a party or is threatened to be made a named defendant or respondent to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding, because such person is or was a manager or officer of the Company, or, while serving as a manager or officer of the Company, is or was serving at the request of the Company as a director, officer, partner, manager, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, limited liability company, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorneys' fees) actually incurred by such person in connection with such action, suit, or proceeding, and (ii) advance reasonable expenses to such person in connection with such action, suit or proceeding. The rights provided in this Section 7 shall not be deemed exclusive of any other rights permitted by law. to which such person may be entitled under any resolution of the members or managers, an agreement or otherwise.

8. Powers of Manager. The Manager shall have no power to cause the Company to do any act outside the purpose of the Company as set forth in the Articles of Organization. Subject to the foregoing limitation and all other limitations in this Agreement, the Manager, shall have full, complete and exclusive power to manage and control the Company, and shall have the authority to take any action he or she deems to be necessary, convenient or advisable in connection with the management of the Company, including, but not limited to, the power and authority on behalf of the Company:

(i) to expend the Company's Capital Contributions and revenues and to execute and deliver all checks, drafts, endorsements and other orders for the payment of Company funds;

(ii) to employ agents, employees, accountants, lawyers, clerical help, and such other assistance and services as may seem proper, and to pay therefor such remuneration as the Manager may deem reasonable and appropriate;

(iii) to purchase, lease, rent, or otherwise acquire or obtain the use of office equipment, materials, supplies, and all other kinds and types of real or personal property, and to incur expenses for travel, telephone, courier, facsimile and for such other things, services and facilities, as may be deemed necessary, convenient or advisable for carrying on the business of the Company;

(iv) to carry, at the expense of the Company, insurance of the kinds and in the amounts that the Manager deems advisable or make other arrangements for payment of losses or liabilities to protect the Company or the Members, Managers, officers, agents and employees of the Company against loss or liability;

(v) to borrow money from any Person for any Company purpose on whatever terms and conditions the Managers deem advisable, to obligate the Company to repay the borrowed money, and in connection therewith, to encumber or hypothecate Company Property as security for such repayment by mortgage, deed of trust, pledge or otherwise;

(vi) to sell, transfer, assign, dispose of, trade, exchange, quitclaim, surrender, release or abandon Company property, or any interests therein, to any Person, including the Managers or their affiliates, and in connection therewith to receive such consideration as they deem fair and in the best interests of the Company;

(vii) to sue and be sued, complain and defend in the name and on behalf of the Company;

(viii) to do all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of Company Property, subject to the limitations expressly stated in this Agreement and the faithful performance of the Managers' duties of care and loyalty to the Company and the Members;

(ix) in the exercise of any of the foregoing powers, to negotiate, execute and perform, on any terms deemed desirable in the Managers' sole discretion, such agreements, contracts, leases, instruments and other documents as the Managers shall from time to time approve in accordance with, and subject to, the terms of this Agreement; and

(x) to take such other action and perform such other acts as the Managers deem necessary, convenient or advisable in carrying out the business of the Company.

9. Sole Member. The sole member of the Company is Neuhoff Family Limited Partnership.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Amendments. This Agreement may be amended by the Manager with the approval of the holders of a majority of the membership interests.

IN WITNESS WHEREOF, the undersigned sole member of the Company has adopted this Agreement as of the day and year first above written.

SOLE MEMBER:

NEUHOFF FAMILY LIMITED PARTNERSHIP,  
a Delaware limited partnership

BY: 

NAME: Julian Hickman

Title: President of Neuhoff Corp., General Partner

MANAGER OF THE COMPANY:

  
Michael Hulvey