

**OPERATING AGREEMENT
OF
CMCG PUERTO RICO LLC**

May 5, 2006

TABLE OF CONTENTS

	<u>Page</u>	
<u>ARTICLE I</u>	GENERAL MATTERS	1
	1. Formation	1
	2. Name	1
	3. Office Of The Company	1
	4. Registered Agent	1
	5. Defined Terms	1
<u>ARTICLE II</u>	PURPOSE	2
<u>ARTICLE III</u>	TERM OF COMPANY	2
<u>ARTICLE IV</u>	MEMBER, INTEREST AND CAPITAL	2
<u>ARTICLE V</u>	DISTRIBUTIONS	2
	1. Distribution Of Cash Flow And Other Property Available For Distribution	2
	2. Distribution Of Proceeds On Sale Or Refinancing	2
<u>ARTICLE VI</u>	RIGHTS, OBLIGATIONS AND POWERS OF MANAGEMENT	3
	1. Management	3
	A. Member Managed	3
	B. Records and Reports	3
	C. Signature	3
	D. Officers	3
	2. Authority of the Member and Officers to Engage in Other Businesses	3
<u>ARTICLE VII</u>	ALLOCATIONS FOR FEDERAL INCOME TAX PURPOSES	4
	1. Profits And Losses	4
	2. Allocations With Respect To Transferred Interests	4
	3. Special Consideration	4
<u>ARTICLE VIII</u>	PAYMENT OF ORGANIZATIONAL AND OTHER EXPENSES	4

<u>ARTICLE IX</u>	INDEMNIFICATION AND EXCULPATION OF THE MEMBER AND OFFICERS.....	5
	1. Indemnification.....	5
	2. Exculpation.....	5
	3. Limitation Of Liability.....	5
<u>ARTICLE X</u>	RESTRICTIONS ON INTERESTS.....	5
	1. Substituted Members.....	5
	2. Securities Laws.....	6
	3. Interest of Assignee.....	6
<u>ARTICLE XI</u>	TERMINATION.....	6
	1. Events Causing Dissolution And Winding Up.....	6
	2. Winding Up Company Affairs.....	6
<u>ARTICLE XII</u>	BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS AND RELATED MATTERS.....	7
	1. Books and Records.....	7
	2. Reports to Member.....	7
	3. Bank Accounts.....	8
	4. Fiscal Year.....	8
<u>ARTICLE XIII</u>	AMENDMENTS.....	8
<u>ARTICLE XIV</u>	CERTAIN DEFINED TERMS.....	8
	1. "Articles".....	8
	2. "Capital Contributions".....	8
	3. "Code".....	8
	4. "Company Accountants".....	8
	5. "Disposition".....	8
	6. "Fiscal Year".....	8
	7. "Interest".....	8
	8. "Person".....	9
	9. "Property".....	9
<u>ARTICLE XV</u>	GENERAL PROVISIONS.....	9
	1. Notices.....	9
	2. Binding Agreement.....	9
	3. Headings.....	9
	4. Severability.....	9

5. Entire Agreement.....	9
6. Number And Gender	9
7. Schedules	10
8. Applicable Law.....	10

**OPERATING AGREEMENT
OF
CMCG PUERTO RICO LLC**

THIS OPERATING AGREEMENT ("Agreement") is made as of the 5th day of May, 2006, by CORPORATE MEDIA CONSULTANTS GROUP II LLC, a Virginia limited liability company (the "Member"), and CMCG PUERTO RICO LLC, a Virginia limited liability company (the "Company").

**ARTICLE I
GENERAL MATTERS**

1. FORMATION.

The Company was formed pursuant to the Virginia Limited Liability Company Act (the "Act") by filing Articles of Organization with the Virginia State Corporation Commission on July 26, 2005.

2. NAME.

The name of the Company is CMCG Puerto Rico LLC.

3. OFFICE OF THE COMPANY.

The principal office of the Company is 900 Laskin Road, Virginia Beach, Virginia 23451.

4. REGISTERED AGENT.

The Registered Agent of the Company is Thomas R. Frantz, Esquire, a resident of Virginia and a member of the Virginia State Bar. The mailing address of the Registered Agent is:

Williams Mullen
222 Central Park Avenue
Suite 1700
Virginia Beach, Virginia 23462

5. DEFINED TERMS.

Capitalized terms not defined elsewhere in this Agreement are defined in Article XIV.

ARTICLE II
PURPOSE

The purpose of the Company is to acquire, own and operate television stations WOST, Channel 16 – licensed to Mayaguez, Puerto Rico; WQQZ-CA, Channel 33 – licensed to Ponce, Puerto Rico; WWKQ-LP, Channel 26 – licensed to Quebradillas, Puerto Rico; and WMBI(TV) Channel 60 – licensed to Arecibo, Puerto Rico and to engage in any lawful business for which limited liability companies may be formed under the Act.

ARTICLE III
TERM OF COMPANY

The term of the Company commenced on the date of the filing of the Articles and shall continue until terminated in accordance with Article XI of this Agreement or the Act.

ARTICLE IV
MEMBER, INTEREST AND CAPITAL

The name, address, Initial Capital Contribution and Interest of the Member are set forth on Schedule A, which shall be amended from time to time as the Member shall determine.

No interest shall accrue on any Capital Contributions and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. In addition to the Initial Capital Contribution, the Member may make additional Capital Contributions. Except to the extent of any unpaid Initial Capital Contribution, the Member shall not be obligated to make any additional Capital Contributions.

ARTICLE V
DISTRIBUTIONS

1. **DISTRIBUTION OF CASH FLOW AND OTHER PROPERTY AVAILABLE FOR DISTRIBUTION.**

Except as provided in paragraph 2 of this Article V and Article XI, the cash flow of the Company and other Property available for distribution shall be distributed to the Member as it deems appropriate from time to time. Notwithstanding the forgoing, the Company shall not make a distribution if, after giving effect to the distribution, the assets of the Company are less than its liabilities or the Company would not be able to pay its debts as they become due in the ordinary course of business.

2. **DISTRIBUTION OF PROCEEDS ON SALE OR REFINANCING.**

The proceeds from any sale, other than sales of property in the ordinary course of business, or refinancing (which term is defined for all purposes of this Agreement to include

recasting, modifying, increasing or extending or any other such action with respect to any note or debt secured by any Company property) of all or a portion of the Property, which are not used to finance capital improvements, replacements or to further the business of the Company if any, after payment of or provision for all liabilities to creditors of the Company (including the repayment of any loans made by the Member to the Company), shall be distributed to the Member.

ARTICLE VI
RIGHTS, OBLIGATIONS AND POWERS OF MANAGEMENT

1. MANAGEMENT.

A. **Member Managed.** The business affairs of the Company shall be managed by the Member.

B. **Records and Reports.** The Member shall cause to be kept, at the principal place of business of the Company, or at such other location as it shall reasonably deem appropriate, full and proper ledgers, other books of account, and records of all receipts and disbursements, other financial activities, and the internal affairs of the Company.

C. **Signature.** When signing any document on behalf of the Company, the Member or any officer may bind the Company by signing the document in any manner that indicates it or he is signing in its or his capacity as Member or officer of the Company.

D. **Officers.**

(1) **Officers and Qualifications.** The officers of the Company may consist of a President, one or more Vice Presidents, a Secretary and an Assistant Secretary. The same individual may simultaneously hold more than one office.

(2) **Election.** All officers of the Company shall be appointed by the Member and shall serve until their removal, resignation, death, disability or withdrawal from the Company. The initial officers are: Charles Glover – President, A. Eugene Loving, Jr. – Secretary, and David J. Wilhelm – Vice President and Asst. Secretary.

(3) **Term of Office.** All officers shall hold office until their successors have been duly elected and have qualified, or until removed as hereinafter provided. Any officer may be removed with or without cause by the action of the Member.

(4) **Duties of Officers.** The duties and powers of the officers of the Company shall be as generally pertain to their titles or as set by resolution of the Member.

2. AUTHORITY OF THE MEMBER AND OFFICERS TO ENGAGE IN OTHER BUSINESSES.

The Member and the officers may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others; and neither the

Company nor the Member shall have any right by virtue of this Agreement, in or to any independent venture or to any income or profits derived therefrom.

ARTICLE VII
ALLOCATIONS FOR FEDERAL INCOME TAX PURPOSES

1. **PROFITS AND LOSSES.**

While there is only one member, the Company shall be disregarded for federal income tax purposes under the authority of Treasury Regulation 301.7701-3(b)(1)(ii). Therefore, all Company income, gain, loss, deduction and credit will belong to the Member or its successor in interest.

2. **ALLOCATIONS WITH RESPECT TO TRANSFERRED INTERESTS.**

If any Interest is transferred during any Fiscal Year of the Company, the net income or net loss attributable thereto for such Fiscal Year will be divided and allocated proportionately between the transferor and transferee based on the number of days during such Fiscal Year that each party was the holder of the Interest transferred. Distributions of Company assets in respect of Interests will be made only to Persons who, according to the books and records of the Company, are the holders of record of the Interest, with respect to which such distributions are made, on the date determined by the Member, as of which holders of Interests are entitled to such distributions. The Company will incur no liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company has knowledge or notice of any transfer of ownership of any Interest.

3. **SPECIAL CONSIDERATION.**

If the Company is or becomes taxable as a partnership, the Member agrees to cooperate in good faith to amend and restate this Agreement in consideration of applicable partnership tax rules.

ARTICLE VIII
PAYMENT OF ORGANIZATIONAL AND OTHER EXPENSES

The Company shall pay all costs and expenses related to the organization of the Company and acquisition, planning, holding, and operation of its business and Property.

ARTICLE IX
INDEMNIFICATION AND EXCULPATION OF THE MEMBER AND OFFICERS

1. **INDEMNIFICATION.**

The Member and the officers shall be indemnified and held harmless by the Company from any liability resulting from any act or omission made by him or it on behalf of the Company, except for acts or omissions which constitute gross negligence or willful misconduct, to the fullest extent that a director or officer of a stock corporation may be indemnified and held harmless under Chapter 9 of Title 13.1 of the Virginia Code, 1950, as amended.

2. **EXCULPATION.**

The Member and the officer shall not be liable to the Company for or as a result of any act, omission or error in judgment that was taken, omitted or made by the Member or the officer in accordance with the standards established by Section 13.1-1024.1 of the Act.

3. **LIMITATION OF LIABILITY.**

In any proceeding brought by or in the name of the Company, neither the Member nor the officers shall have liability for damages other than for willful misconduct or a knowing violation of the criminal law.

ARTICLE X
RESTRICTIONS ON INTERESTS

1. **SUBSTITUTED MEMBERS.**

A. Unless named in this Agreement or admitted as provided in paragraph 1.B. of this Article, no Person shall be considered a member of the Company, and the Company, the Member and any other Person having business with the Company need deal only with the member(s) so named and so admitted. Neither the Company nor the Member shall be required to deal with any other Person by reason of any assignment, pledge, encumbrance or Disposition of an Interest, except as otherwise provided in this Agreement. In the absence of substitution of a member for an assigning or terminated Member, any payment to a Member, or to its successors or assigns, shall acquit the Company of all liability to any other Person who may be interested in such payment by reason of an assignment by a Member or by reason of its termination.

B. An assignee may become a substituted Member in place of its assignor or predecessor in interest only if all of the following conditions are satisfied:

(1) The instrument of assignment sets forth the intention of the assignor that the assignee shall become a substituted Member in place of the assignor with respect to the assignor's Interest;

(2) The assignor and assignee shall execute and deliver such other instruments as the Member may require, including written acceptance by the assignee of the terms of this Agreement; and

(3) The assignee shall have paid all reasonable fees and costs incurred by the Company in connection with substitution as a member, as determined by the Member.

2. **SECURITIES LAWS.**

Notwithstanding the foregoing, in no event will an Interest be sold, assigned or transferred if such sale, assignment or transfer would violate the Securities Act of 1933, as amended, the Securities Act of Virginia, or any other securities law or regulation, or if such sale, transfer or assignment could not be effected without registration under the federal or state securities laws.

3. **INTEREST OF ASSIGNEE.**

The interest which a transferee or assignee of any Interest may have in the profits, losses or distributions of the assets of the Company shall succeed to the Interest of its transferor or assignor as of the date Company is notified of such transfer, but only if such transfer complies with the terms of this Agreement. On admission of a substitute member, a new Schedule A to this Agreement shall be prepared and signed by the Member to substitute the name of such substitute member for the name of its predecessor Member.

ARTICLE XI
TERMINATION

1. **EVENTS CAUSING DISSOLUTION AND WINDING UP.**

A. Only the following events shall cause the dissolution and winding up of the Company:

- (1) Consent in writing by the Member or
- (2) Dissolution of the sole Member.

B. Any other event not specifically set forth herein that terminates the continued membership of a member shall not in itself cause the Company to dissolve.

2. **WINDING UP COMPANY AFFAIRS.**

A. On the occurrence of any of the events specified in subparagraphs 1.A.(1)-(2) of this Article, the Member or an officer (the "Liquidator"), shall wind up the affairs of the Company with due diligence and in a timely manner and consistent with the provisions of this paragraph 2 and applicable requirements of law. The Liquidator shall file all certificates or notices of the dissolution of the Company as required by law. On the complete liquidation and distribution of the Company's property and assets, the Member shall cease to be a member of the Company, and

the Liquidator (and, if necessary, the Member) shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Company.

B. The Company shall terminate when all assets of the Company have been sold and/or distributed and all affairs of the Company have been wound up.

C. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Company property; *provided, however*, that if the Liquidator determines that an immediate sale of part or all of the Company property would cause undue loss to the Member, the Liquidator may, in order to avoid such loss, defer the liquidation of the Company property for a reasonable time, except for such liquidations as may be necessary to satisfy the debts and liabilities of the Company to Persons other than the Member. The Liquidator shall sell or otherwise liquidate the property at such prices and on such terms as the Liquidator, in the exercise of its good faith business judgment under the circumstances then presented, deems in the best interest of the Member.

D. After the payment of, or provisions for, all debts of the Company including unpaid distributions to which the Member is entitled, the proceeds of the sale of the Company assets or the Company assets shall be distributed to the Member.

E. On the dissolution of the Company pursuant to paragraph 1 of this Article, the Liquidator shall cause the Company Accountants to prepare within 30 days of such dissolution, and the Liquidator shall immediately furnish to the Member, a statement setting forth the assets and liabilities of the Company as of the date of its dissolution. Promptly following the complete liquidation and distribution of the Company's property and assets, the Company Accountants shall prepare, and the Liquidator shall furnish to the Member, a statement showing the manner in which the Company property and assets were liquidated and distributed.

ARTICLE XII
BOOKS AND RECORDS, ACCOUNTING, TAX
ELECTIONS AND RELATED MATTERS

1. **BOOKS AND RECORDS.**

The books and records of the Company shall be maintained in conformity with federal tax accounting methods used for the preparation of the sole Member's tax return.

2. **REPORTS TO MEMBER.**

On an annual basis, the Company will furnish to the Member a report containing information necessary for the Member to prepare its federal income tax return.

3. **BANK ACCOUNTS.**

Except as otherwise herein provided, the bank accounts of the Company shall be maintained in such banking institutions as the officers shall determine, and withdrawals shall be made only in the regular course of Company business on the signature of an officer.

4. **FISCAL YEAR.**

The fiscal year of the Company shall be the calendar year or that portion of the calendar year during which the Company is in existence (the "Fiscal Year").

**ARTICLE XIII
AMENDMENTS**

Amendments to this Agreement may be proposed to the Company by the Member. The Company shall seek the written vote of the Member on the proposed amendment. An amendment shall be adopted and become effective if it receives the consent of the Member.

**ARTICLE XIV
CERTAIN DEFINED TERMS**

As used herein, the following terms shall have the following meanings:

1. "Articles" means the Company's Articles of Organization as filed with the State Corporation Commission.
2. "Capital Contributions" means the Capital Contributions of the Member and any additional capital contributions of the Member contemplated by Article IV of this Agreement.
3. "Code" means the Internal Revenue Code of 1986, as amended.
4. "Company Accountants" means the independent certified public accountants licensed to conduct audits in the Commonwealth of Virginia, selected by the Member.
5. "Disposition" means the sale, gift, transfer, exchange or other disposition of an interest, in any manner, whether voluntary or involuntary, or by operation of law or otherwise.
6. "Fiscal Year" has the meaning given that term in Paragraph 4 of Article XII.
7. "Interest" means the entire ownership interest of the Member in the Company at any particular time, any and all rights to vote and otherwise participate in the Company's affairs, and the rights to any and all benefits to which the Member may be entitled as provided in this Agreement, including, without limitation, a Member's right to share in the cash flow and profits and losses of the Company, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement including, without limitation, the obligation to make capital contributions. The initial Interest of the Member is set forth on Schedule A.

8. "Person" shall mean any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and their heirs, legal representatives, successors and assigns.

9. "Property" means all real and personal property leased, owned, acquired or developed, directly or indirectly, by the Company and any improvements thereto, including both tangible and intangible property.

ARTICLE XV GENERAL PROVISIONS

1. NOTICES.

Except as otherwise provided herein, any notice required or permitted under this Agreement will be given in writing and deemed delivered when hand delivered or three days after being deposited in the United States mail certified mail, return receipt requested, postage prepaid to the address shown on Schedule A or to such other addresses as the Member may specify from time to time in the same manner as specified for giving notices.

2. BINDING AGREEMENT.

This Agreement shall be binding on the parties hereto, their successors and assigns.

3. HEADINGS.

All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision.

4. SEVERABILITY.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or in conflict with any existing or future law or the purpose of this Agreement, for any reason whatsoever, such term or provision shall be ineffectual and void, and the validity of the remainder of this Agreement shall not be affected thereby.

5. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein, or herein provided for.

6. NUMBER AND GENDER.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine gender shall include the feminine and neuter genders.

7. **SCHEDULES.**

Each Schedule referred to in this Agreement is incorporated and made a part of this Agreement by this reference.

8. **APPLICABLE LAW.**

ALL QUESTIONS WITH RESPECT TO THE VALIDITY, CONSTRUCTION OR ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY ITS TERMS AND BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have signed this Operating Agreement as of the date first above written.

MEMBER:

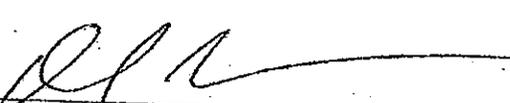
**CORPORATE MEDIA CONSULTANTS
GROUP II LLC**

By: 

Its: PRESIDENT

COMPANY:

CMCG PUERTO RICO LLC

By: 

David J. Wilhelm, Vice President

CMCG PUERTO RICO LLC

SCHEDULE A

MEMBER, INTEREST AND CAPITAL

<u>Name</u>	<u>Interest</u>	<u>Capital Contribution</u>
Corporate Media Consultants Group II LLC 900 Laskin Road Virginia Beach, VA 23451	100.00%	\$ _____
Total	<u>100.00%</u>	\$ _____

#1048072 v3 - CMCG Puerto Rico - opa