Your Local Television Stations

KWVT
Willamette Valley Television
Channel 17.1

Memories KSLM TV 27
RETRO TV
Channel 27.1

AZTECA OREGON
Channel 37.1

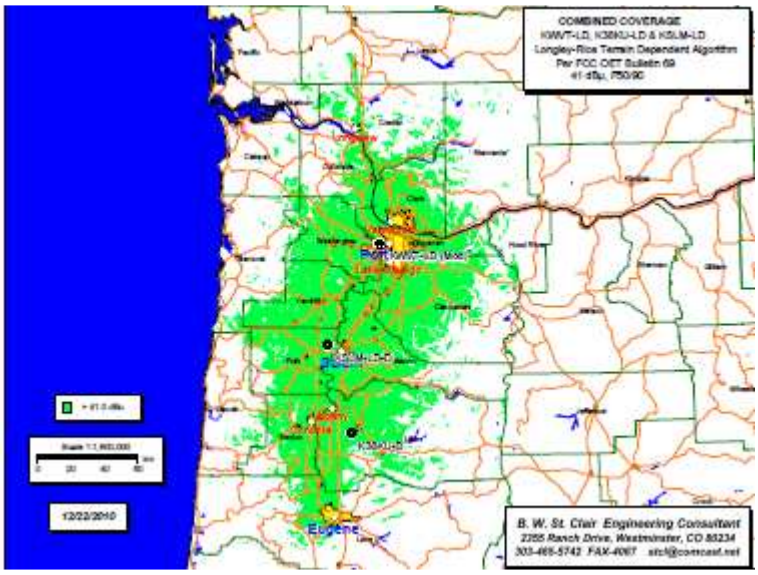
KVDO TV 3 SALEM, OREGON
QVC on air
Channel 3.1

Statement of facts

Northwest Television LLC was established in November of 2009. The purpose of this LLC was to combine multiple RF stations into an effectively superstation. All programming originating at one location with multiple vertical channels. These RF channel under the LLC control thereby server a much larger area. The mid-Willamette Valley is vastly underserved for programming for this area

Coverage map of the superstation. Principally RF channel call letters KSLM, KWVT, KPWC and KVDO are combined to provide this coverage (see copy of **APPENDIX E**

From the LLC agreement at the end of this



All carry these RF channels broadcast Virtual channel

KVDO	3.1	QVC on air
KWVT	17.1	Independent/YouToo
KSLM	27.1	AMGTV
KPWC	37.1	Azteca

In addition to the programming KWVT 17.1 is the primary EAS for the tri counties of Marion, Polk and Yamhill counties and I am the chair of that group. All cable systems within and other broadcast stations monitor that Virtual channel and they should have EAS logs that reflect that fact and that transmission is continous.

I affirm that all stations operations have met the minimum operating requirement of not less than 2 hours in each day, and not less than a total of 28 hours per calendar week for nine of the twelve months period prior to April 13, 2017.

I am an LLC Member and Chair of NWTV LLC and own KVDO & KSL. I oversee the daily operation of all the stations listed and have received no monetary or other compensation in exchange for this affidavit/declaration. I declare under penalty of perjury that the foregoing is true and accurate and correct.

APPENDIX E

This agreement of joint management includes the management of all call FCC facilities and call signs assigned to each of the principles. Since all programming is broadcast on all following FCC facilities, all programming will cover all facilities under umbrella of Northwest Television LLC in any agreement. These facilities include but not limited to

FCC Call Sign	Facility ID
KWVT	129197
KPWC-LD	130052
KVDO (aka K38KU-D)	130048
KDLN-LP	130039
K04PH	130069

Kenneth Lewetag

Member and chair of Northwest television LLC

11/13/19

RESTATED OPERATING AGREEMENT
OF
NORTHWEST TELEVISION, LLC,
An Oregon Limited Liability Company

This RESTATED OPERATING AGREEMENT (this "Agreement") is made and entered into effective November 09, 2009 (the "Effective Date"), by and among NORTHWEST TELEVISION, LLC (the "Company"), an Oregon limited liability company, and the parties identified in Appendix A to this Agreement (the "Members").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed an Oregon limited liability company under the name NORTHWEST TELEVISION, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the "LLC Act"). The rights and obligations of the parties will be as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name NORTHWEST TELEVISION, LLC.

1.3 Purpose. The purpose of the Company will be to own, manage and operate television station, hold television broadcasting and channel rights with all appurtenant licenses for such channels, lease of building and tower space and any and all other lawful purposes under Federal or State Law (the "Business"), and to engage in any act or activity incidental to the Business.

1.4 Offices. The Company will maintain its principal business office at 17980 Brown Toad, Dallas, OR 97338.

1.5 Registered Agent. John Hasbrook will be the Company's initial registered agent in Oregon and the registered office will be at 112 N Atwater, Monmouth, Oregon 97361.

1.6 Term. The term of the Company will commence on the Effective Date and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The names and addresses of the Members are set forth in Appendix A to this Agreement. Appendix A will be revised to reflect any issuance of additional Units (as defined in Section 2.2) by the Company and any transfer of Units in accordance with the provisions of this Agreement.

1.8 Approval of the Members. For purposes of this Agreement, "Approval of the Members" means approval by Members holding 51% of the issued and outstanding Units.

1.9 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without prior Approval of the Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The value (and Gross Asset Value, as defined in Appendix D, of property contributed), nature, and timing of each Member's initial capital contribution to the Company are as set forth in Appendix B to this Agreement.

2.2 Units of Membership Interest. Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("Units"). The Company is authorized to issue up to 1000 Units. Initially, 500 total Units will be issued to the Members in exchange for the initial capital contributions described in Appendix B to this Agreement. No certificates will be issued to represent Units. In the event that additional Units are issued such Units shall be registered to additional Members or the listed Members in Appendix "A" upon approval of the Members as described in this Agreement. In such event such additional Units shall be issued from the treasury Units described above. In addition, the Members by a majority vote may agree to increase the number of Units available for issuance in accordance with the terms of this Agreement or, in the alternative, the Members may elect to create other forms of Units including different classes of Units, preferential Units, or any other Units as necessary to carry out the business of the LLC. This may include preferential Units for purpose of allocation of profit and losses to any particular Member.

2.3 Initial Allocation of Units. The number of Units credited to each initial Member is as set forth in Appendix A to this Agreement.

2.4 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") will be equal to the ratio, expressed as a percentage (rounded to the nearest one-hundredth of a percent), of the number of Units owned by the Member divided by the total number of issued and outstanding Units.

2.5 Additional Capital Contributions.

2.5.1 General. The Members intend that, to the maximum extent possible, Company obligations are to be paid from operating cash flows and from short-term or long-term Company borrowings (including, but not limited to, loans from Members as provided in Section 5.5 of this Agreement).

2.5.2 Capital Calls; Issuance of New Units. To the extent that cash flow from operations and Company borrowings are not sufficient to meet the obligations of the Company as they become due, the Manager, with the Approval of the Members, may make a "Capital Call" to require the Members to contribute additional capital to the Company by purchasing additional Units ("New Units") in the Company pro rata in proportion to each Member's then-existing Membership Percentage. The Manager will, in conjunction with declaring such a Capital Call, establish the purchase price of the New Units at a value that reasonably estimates the thencurrent fair market value of an issued and outstanding Unit, based on and reflecting the adjustment of the Gross Asset Value of all Company assets (as provided in paragraph (b)(I) of the definition of *Gross Asset Value* set forth in Appendix C to this Agreement) to reflect their respective fair market values.

2.5.3 Failure to Make Capital Call. If any Member (a "Defaulting Member") for any reason fails to make such Member's Capital Call contribution by purchasing the Member's pro rata share of New Units at the established purchase price, the other Members (the "Advancing Members") may advance funds (a "Default Advance") pro rata in proportion to their respective Membership Percentages as in effect on the date of the Capital Call, or as they otherwise may agree, for the account of the Defaulting Member.

2.5.4 Default Advance. A Default Advance will be a debt of the Defaulting Member due to the Advancing Members and will bear interest from the date made at 9% per annum, compounded monthly, and will be immediately due and payable to the Advancing

Members, with interest, without further demand or notice. Notwithstanding any other provision of this Agreement, all amounts of cash otherwise distributable from the Company to the Defaulting Member will be charged against the Defaulting Member's Capital Account but will paid to the Advancing Members until all Default Advances, and all interest and costs of collection with respect to all Default Advances, have been repaid in full. Default Advances will be repaid in chronological order (namely, a Default Advance relating to a particular Capital Call will be repaid before any Default Advance relating to subsequent Capital Calls). With respect to a particular Default Advance, payments will be allocated among the Advancing Members pro rata in proportion to their respective Default Advance amounts. A Default Advance will be the personal obligation of the Defaulting Member to the Advancing Members and, if not repaid within 30 days of the date made, the Advancing Members may pursue any remedy at law or in equity for its repayment, or may proceed as provided in Section 2.5.5.

2.5.5 Elective Issuance of Additional New Units to Advancing Members. If a Defaulting Member has not repaid to the Advancing Members the entire amount of all Default Advances, plus interest and costs of collection, within 30 days of the date of the Default Advance, each Advancing Member will have the absolute right, exercisable at any time and in the Advancing Member's sole discretion, to require in writing that the Company issue to the Advancing Member a number of New Units representing the amount of the Advancing Member's pro rata share of the principal amount of the unpaid Default Advance (the "Remaining Default Amount"), based on the purchase price established by the Managers at the time of the Capital Call with respect to the Default Advance. If an Advancing Member is issued additional New Units as provided in this Section 2.5.5, the Remaining Default Amount due to that Advancing Member will be extinguished on completion of the issuance of the New Units to the Advancing Member; however, the Defaulting Member will remain obligated to the Advancing Member for any interest accrued and any collection costs incurred through the issuance date.

2.6 No Interest on Capital Contributions. Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; PROVISIONS FOR DISTRIBUTIONS

3.1 Definitions. Capitalized terms used in this Section 3 have the meanings given in Appendix C.

3.2 Allocation of Profits and Losses. Subject to the special allocations and limitations set forth in Section 3.4 and Appendix D, the Profits and Losses of the Company for each Allocation Period will be allocated among the Members as follows:

3.2.1 Losses. Losses will be allocated among the Members as follows:

(a) Losses will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

(b) The Losses allocated pursuant to Section 3.2.1(a) may not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Period. If some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to

Section 3.2.1(a), the limitation set forth in this section will be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulation §1.704-1(b)(2)(ii)(d).

(c) All Losses in excess of the limitations set forth in Section 3.2.1(b) will be allocated to those Members (if any) that have a positive Capital Account Balance, and allocated among them pro rata in proportion to their respective positive Capital Account balances, and thereafter to all the Members in accordance with their interests in the Company as determined by the Manager in his or her reasonable discretion.

3.2.2 Profits. Profits will be allocated among the Members as follows:

(a) First, Profits will be allocated to each Member that previously has been allocated Losses pursuant to Section 3.2.1 that have not been fully offset by allocations of Profits pursuant to this section ("Unrecovered Losses") until the cumulative amount of Profits allocated to each such Member pursuant to this section is equal to the cumulative amount of Losses previously allocated to that Member. Profits allocated pursuant to this section will be allocated among such Members pro rata in proportion to their respective Unrecovered Losses.

(b) Next, all remaining Profits will be allocated to the Members pro rata in proportion to their respective Membership Percentages.

3.3 Distribution of Net Cash Flow.

3.3.1 General. Except as expressly provided in Section 3.3.2, and except for liquidating distributions in accordance Section 10, the Net Cash Flow of the Company, if any, will be distributed to the Members at such times and in such amounts as determined by the Manager, with the Approval of the Members. All distributions of Net Cash Flow will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.3.2 Tax Draws. Except on Approval of the Members, the Manager will cause the Company to make quarterly distributions (timed to coincide with the due dates for payments of federal income tax estimates) in an amount equal to 42% of the Company's net taxable income or gain for federal income tax purposes (or an estimate of the taxable income or gain as determined by the Manager) for each fiscal year. Those distributions ("Tax Draws") will be allocated among the Members in the manner (determined or estimated by the Manager) that the Company's taxable income or gain will be allocated among the Members for the fiscal year. The Manager may adjust the percentage to be distributed as Tax Draws to reflect changes in the maximum marginal tax rates (but, in all cases, the percentage will be applied uniformly to all Members).

3.4 Special Allocations and Limitations. The Members intend that in general all allocations of Profits and Losses will be pro rata as described in Section 3.2. However, in order to comply with federal income tax regulations regarding the substantial economic effect of Company allocations, in the special circumstances described in such provisions, all allocations of Company Profits or Losses are subject to the special allocations and limitations described in Appendix D to this Agreement.

3.5 Allocations for Income Tax (But Not Capital Account) Purposes.

3.5.1 Contributed Property. If a Member contributes property with an initial Gross Asset Value that differs from its adjusted basis for federal income tax purposes ("Adjusted Tax Basis") at the time of contribution, income, gain, loss, and deductions with respect to the property will, solely for federal income tax purposes, be allocated among the Members in

accordance with Internal Revenue Code (IRC) §704(c)(1)(A) and Treasury Regulation

§1.704-1(b)(2)(iv)(d) so as to take account of any variation between the Adjusted Tax Basis of the property to the Company and its Gross Asset Value at the time of contribution.

3.5.2 Revalued Property. If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of *Gross Asset Value* (set forth in Appendix C to this Agreement), subsequent allocations of income, gain, loss, and deduction with respect to that asset will, solely for federal income tax purposes, take account of any variation between the Adjusted Tax Basis of the asset and its Gross Asset Value in the same manner as under IRC §704(c) and the Treasury Regulations under IRC §704(c).

3.5.3 Allocation Methods. Any elections or other decisions relating to allocations pursuant to subsection (a) or (b) of Section 3.5 will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

3.5.4 Distributions of Contributed Property.

(a) Pursuant to IRC §704(c)(1)(B), if any contributed property is distributed by the Company to any Member other than to the contributing Member within seven years of being contributed, then, except as provided in IRC §704(c)(2), the contributing Member will, solely for federal income tax purposes, be treated as recognizing gain or loss from the sale of that property in an amount equal to the gain or loss that would have been allocated to that Member under IRC §704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(b) If the Company makes any distribution of property (other than money) to a Member within seven years after that Member contributed property (other than money) to the Company, the Member will, solely for federal income tax purposes, be treated as recognizing gain in an amount equal to the lesser of:

(I) the excess (if any) of the fair market value of the property (other than money) received in the distribution over the adjusted basis of the Member's membership interest immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) the Member's Net Precontribution Gain (as defined in IRC §737(b)). The Net Precontribution Gain means the net gain (if any) that would have been recognized by the distributee Member under IRC §704(c)(1)(B) if all property that had been contributed to the Company within seven years of the distribution, and was held by the Company immediately before the distribution, had been distributed by the Company to another Member. If any portion of the property distributed consists of property that had been contributed by the distributee Member to the Company, then that property will not be taken into account under Section 3.5.4(b) and will not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence will not apply to the extent that the value of the interest is attributable to the property contributed to the entity after the interest had been contributed to the Company.

3.5.5 Recapture. All recapture of income tax deductions resulting from the sale or disposition of Company property will be allocated to the Members to whom the deduction that gave rise to such recapture was allocated under this Agreement to the extent that such Member is allocated any gain from the sale or other disposition of that property.

3.5.6 Effect of Tax Allocations. Allocations pursuant to Section 3.5 are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken

into account in computing, any Member's Capital Account or share of Profits, Losses, or distributions pursuant to any provision of this Agreement.

3.6 No Right to Demand Return of Capital. No Member will have any right to any distribution except as expressly provided in this Agreement. No Member will have any drawing account in the Company.

3.7 Transfer of Units by Member During Fiscal Year. If, after compliance with the requirements of Section 8, any Member during any fiscal year of the Company transfers any Units by sale, exchange, transfer, assignment, gift, death, or operation of law, or in any other manner, the Profits or Losses of the Company allocable to the transferred Units will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year that each party owned the Units; but the Profits or Losses realized by the Company from an insurance recovery or a condemnation award will be allocated to the owner of the Units on the date of the transaction.

SECTION 4. MANAGEMENT OF COMPANY; POWERS AND DUTIES OF MANAGER

4.1 Management of Company Business. The Company is a manager-managed limited liability company. The management and control of the Company and its business and affairs will be vested exclusively in the manager or managers of the Company (the "Manager"). The Manager may be, but need not be, a Member. The initial Manager is KENNETH LEWETAG. The Manager will have all the rights and powers that may be possessed by a manager in a manager-managed limited liability company pursuant to the LLC Act and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Manager's duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, but subject to the limitations of Section 4.2, the Manager will have the following rights and powers (which he or she may exercise at the cost, expense, and risk of the Company):

(a) To expend the funds of the Company in furtherance of the Company's Business.

(b) To perform all acts necessary to manage and operate the Company's Business and properties, including engaging any person or persons that the Manager deems advisable for such purposes.

(c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Manager to carry out the Business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part of its assets, whether held in the Company's name, the Manager's name, or otherwise. No other signature or signatures will be required.

(d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Manager for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of

indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitations on Authority of the Manager. Without first obtaining the Approval of the Members, no Manager will have the authority to:

(a) Amend the Company's Articles of Organization or this Agreement;

(b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;

(c) Dissolve the Company;

(d) Merge the Company with another entity or convert the Company into a different type of entity;

(e) Admit a new Manager or Member; or

(f) Borrow money or otherwise incur indebtedness in the Company's name in excess of $5,000 in a single transaction or in a series of related transactions.

4.3 Successor Manager; Multiple Managers. If the Manager or any successor or additional Manager dies, resigns, or is removed as Manager, or is determined to be incompetent, the Members may elect a successor Manager by Approval of the Members. The Members, by Approval of the Members, may at any time or from time to time elect one or more additional Managers. Any successor or additional Manager will have the same powers, authority, and rights as provided for the Manager under this Agreement and the LLC Act. At any time when there are two or more Managers:

(a) References in this Agreement to the Manager will be deemed to include all the Managers;

(b) Actions by the Managers will require the approval of a majority of the then-acting Managers; and

(c) Any Manager individually may execute on behalf of the Company any document authorized or approved by the Managers as provided in this Section and by the Members to the extent that authorization or approval is required pursuant to Section 4.2 of this Agreement.

4.4 Duties of the Manager. The Manager will manage and control the Company's Business and affairs to the best of his or her ability and will use his or her best efforts to carry out

the Business of the Company. The Manager will devote such time to the Business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Manager will render a full and complete accounting of all dealings and transactions relating to the Business of the Company. The Manager will have a fiduciary responsibility for safekeeping and using all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Manager will not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Company.

4.5 Limitation on Liability of the Manager to the Company or the Members. Subject to the restrictions set forth in Section 4.7, the Manager will have no liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out of any action or inaction of the Manager as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company.

4.6 Indemnification of the Manager. Subject to the restrictions of Section 4.7, the Company will indemnify the Manager against any losses, judgments, liabilities, expenses, and

amounts paid in settlement of any claims sustained against the Company or against the Manager in connection with the Company, as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members will not have any personal liability on account of any such indemnification.

4.7 Restrictions. The Manager will not be relieved of liability pursuant to Section 4.5 and will not be entitled to indemnification pursuant to Section 4.6 for:

(a) Any breach of the Manager's duty of loyalty to the Company or its Members;

(b) Any acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution to Members in violation of ORS 63.235; or

(d) Any transaction from which the Manager derives an improper personal benefit.

4.8 Removal of a Manager. The Members may, by Approval of the Members, remove or replace any Manager or substitute another Manager for any Manager at any time and for any reason or for no reason.

SECTION 5. PROVISIONS APPLICABLE TO ALL MEMBERS

5.1 Dealing with the Company. The Members, the Manager, and affiliates of the Members or the Manager may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings as long as any such transaction is approved in advance by the Manager or, for dealings with the Manager, by Approval of the Members.

5.2 Limitations on Powers of the Members. Except as otherwise expressly stated in this Agreement, no Member who is not also a Manager will:

(a) Be permitted to take an active part in the control of the business or affairs of the Company;

(b) Have any direct voice in the management or operation of the Company; or

(c) Have any authority or power in the capacity of a Member to act as an agent for or on behalf of the Company to do any act that would be binding on the Company or to incur any expenditures with respect to the Company or its property.

5.3 Liability of the Members and Manager. Except to the limited extent provided in the LLC Act, no Member or Manager will have any personal liability for any Company obligation, expense, or liability.

5.4 Other Business. Nothing in this Agreement will be deemed to restrict in any way the freedom of any Member or Manager to conduct any other business or activity, even if that business or activity competes with the Business of the Company. As authorized by ORS 63.155(11), the Members mutually agree that neither of the following activities will constitute a breach of a Member's or a Manager's duty of loyalty to the Company and the Members:

(a) Competing with the Company in the course of the Business; or

(b) Entering into or engaging in, for a Member's or a Manager's own account, an investment, business, transaction, or activity that is similar to the investments, businesses,

transactions, or activities of the Company (a "Similar Activity") without first offering the Company or the other Members an opportunity to participate in the Similar Activity or having any obligation to account to the Company or the other Members for the Similar Activity or the profits from the Similar Activity.

5.5 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans will bear interest at a reasonable rate to be determined by the Manager.

SECTION 6. COMPENSATION AND REIMBURSEMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2 Other Company Expenses. The Manager will charge the Company for his or her actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by the Manager to satisfy obligations of the Company will be treated as loans to the Company.

6.3 Compensation. The Manager will be paid such reasonable compensation as is specifically authorized by the Approval of the Members.

SECTION 7. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

7.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each Member, and this Agreement will be maintained at the principal office of the Company. Each Member will have access to those books and records at all reasonable times. The Manager will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

7.2 Accounting Reports. Within 120 days after the end of each fiscal year of the Company, each Member will be furnished with copies of internally prepared financial statements of the Company.

7.3 Tax Returns. The Manager will cause to be prepared and timely filed with the appropriate authorities as necessary all federal and state income tax returns for the Company. Within 105 days after the end of each taxable year, or within a lesser time if prescribed by the Internal Revenue Service, each Member will be furnished with a statement that the Member may use in preparing his or her income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

7.4 Method of Accounting. The Company will use the method of accounting for financial reporting and tax purposes selected by the Manager after consulting with the Company's accountants.

7.5 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company will be the calendar year.

7.6 Capital Accounts.

7.6.1 General. The Company will maintain a Capital Account for each Member

on a cumulative basis in accordance with the following provisions:
(a) Each Member's Capital Account will be increased by the following items:
(I) the amount of money and the Gross Asset Value (as defined in Appendix C to this Agreement) of property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company assumes or is considered to assume or take subject to under IRC §752); and
(ii) the Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of Appendix D to this Agreement.
(b) Each Member's Capital Account will be decreased by the following items:
(I) the amount of money and the Gross Asset Value of any Company asset (net of liabilities secured by such distributed property that the Member assumes or is considered to assume or take subject to under IRC §752) distributed to the Member pursuant to any provision of this Agreement; and
(ii) the Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of Appendix D to this Agreement;
(c) If all or a portion of a Member's Units in the Company are transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent that it relates to the transferred Units.

7.6.2 Compliance with Treasury Regulations. The provisions of Section 7.6 and the other provisions of this Agreement (including its appendixes) relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation §1.704-1(b), and will be interpreted and applied in a manner consistent with that regulation. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or a Member), are computed in order to comply with the Treasury Regulation, the Manager may make
that modification as long as the modification is not likely to have a material effect on the amounts distributed to any Member pursuant to Section 10 of this Agreement on the dissolution of the Company. The Manager also may (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(q), and (b) make any appropriate modifications if unanticipated events might otherwise cause this Agreement to fail to comply with Treasury Regulation §1.704-1(b).

7.6.3 Effect of ORS 63.185(4). The adjustments to the Members' Capital Accounts resulting from the definitions of Gross Asset Value and Profits and Losses are intended by the Members to be in lieu of the adjustments described in ORS 63.185(4).

7.6.4 No Deficit Restoration Obligation. Except as otherwise expressly required in the LLC Act, no Member will have any liability to restore all or any portion of a deficit balance in the Member's Capital Account.

7.7 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Manager.

Those funds may be withdrawn from the account or accounts on the signature of any person or persons designated by the Manager.

7.8 Tax Matters Partner. The Manager, or any Manager selected by a vote of the Managers when there are two or more Managers, as long as the Manager so selected is also a Member, is designated the Company's Tax Matters Partner (TMP) as defined in IRC §6231(a)(7). (If no Manager is also a Member, the Manager will designate a Member to be the TMP in the manner described in Treasury Regulation §301.6231(a)(7)-2(b)(3).) The TMP and the other Members will use their reasonable efforts to comply with the responsibilities outlined in IRC §§6221–6234 (including any Treasury Regulations promulgated under those sections), and in doing so will incur no liability to any other Member.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 General Restriction. Except as expressly set forth in this Agreement, no Member will have the right to sell, assign, transfer, pledge, mortgage, or otherwise dispose or encumber ("Transfer") all or any portion of the Units held by the Member and no assignee or other person may become a Member of the Company without the prior Approval of the Members. Any Member may withhold such approval in the Member's sole and absolute discretion. Any purported Transfer in violation of this Agreement will be null and void.

8.2 Right of First Refusal.

8.2.1 Transfer Notice. If a Member proposes to Transfer Units to a person who is not already a Member, the Member (the "Transferring Member") must first give a written notice (a "Transfer Notice") to the Company setting forth:

(a) The name of the proposed transferee (the "Transferee");

(b) The number of Units proposed to be Transferred (the "Transfer Units"); and

(c) The purchase price and payment terms for the proposed Transfer (the "Transfer Terms").

8.2.2 Transfer Option. For a period of 120 days after actual receipt of a Transfer Notice (the "Option Period"), the Company will have the option (the "Transfer Option"), but not the obligation, to purchase all or any portion of the Transfer Units for the Transfer Terms; however, if the Transfer Terms provide for a gift or consideration other than cash, the price and payment terms with respect to the Transfer Option will be as provided in Section 8.8. The Company may assign its Transfer Option to one or more of the other Members.

8.2.3 Sale. If the Company (or the Member or Members, if any, to whom the Company has assigned the Transfer Option) does not exercise the Transfer Option during the Option Period, the Transferring Member may complete the proposed Transfer described in the Transfer Notice as long as:

(a) The Transfer is for the same Transfer Units, the same Transferee, and the same Transfer Terms as described in the Transfer Notice;

(b) The Transfer is completed within 30 days after the expiration of the Option Period; and

(c) The Transferee signs a counterpart of and agrees to be bound by this Agreement.

Otherwise, the Transferring Member must again comply with the provisions of Section 8 before Transferring any Units. Such a Transfer will be subject to Section 8.6.

8.3 Death of a Member. On the death of any Member, the Company will have the option to purchase all the Units held by the deceased Member at the price and pursuant to the terms described in Section 8.8. The Company may transfer the option to one or more of the other Members. This option may be exercised by the Company (or the other Member or Members) at any time within 150 days after the death of the Member. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units held by the deceased Member may be Transferred in accordance with the deceased Member's will or trust or in accordance with the applicable laws of succession.

8.4 Divorce of a Member. If, as a result of or in connection with the divorce or separation of any Member, all or any portion of the Units held by the Member would otherwise be Transferred (whether by agreement or pursuant to a court decree or order) to the spouse of the Member (and the spouse is not also a Member), the Company will have the option to purchase the Units that would otherwise be Transferred to the spouse for the price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be Transferred to the spouse, subject to the provisions of Section 8.6.

8.5 Other Involuntary Transfer. If, as a result of or in connection with the bankruptcy or similar insolvency proceeding against any Member or any proceeding by or on behalf of a creditor of any Member, all or any portion of the Units held by the Member would otherwise be involuntarily Transferred to a third party who is not already a Member, the Company will have the option to purchase the Units that would otherwise be Transferred to the third party for the price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be retained by the third-party transferee subject to the provisions of Section 8.6.

8.6 Effect of Transfer. A transferee of Units pursuant to Section 8.2.3, 8.3, 8.4, or 8.5, when the Transfer occurs because neither the Company nor any Member exercised the option described in those sections, will be treated as an assignee of the economic rights entitled to the capital and profits interest represented by the Transferred Units. However, such transferee will not have voting rights or any other rights of a Member under the LLC Act or this Agreement unless the transferee is admitted to the Company as a substitute Member. The transferee (or transferees) may become a Substituted Member or Members with respect to the Transferred Units only on:

(a) Approval of the Members as provided in Section 8.1; and

(b) Execution of a counterpart of this Agreement, as amended through the date of the Transfer, pursuant to which the transferee (or transferees) agrees to be bound by the terms and conditions of this Agreement. Whether or not the transferee (or transferees) is admitted as a Substituted Member, the Transferred Units will remain subject to all the provisions of this Agreement, including the restrictions in Section 8.

8.7 Voluntary Withdrawal. If a Member voluntarily withdraws as a Member pursuant to Section 9, the Company will have the option to purchase that Member's Units for the

price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time after the Member's withdrawal. The Company may assign this option to one or more of the other Members.

8.8 Purchase Price and Payment.

8.8.1 Purchase Price. On exercise by the Company (or the Member or Members, if any, to whom the Company has assigned the option) of an option pursuant to Section 8.2.2, 8.3, 8.4, 8.5, or 8.7, the purchase price for the Units being purchased will be the fair market value of the Units (the "Fair Market Value"). The Fair Market Value will be determined by valuing the Units owned by the Member based on the fair market value of the Company's assets and the amount the Member would have received had the assets of the Company been sold at that time for an amount equal to such fair market value and the proceeds (after the Members' Capital Accounts were adjusted to reflect the Profits or Losses that would have been recognized by the Company from such a hypothetical sale, and after payment of all Company obligations) were distributed in the manner contemplated in Section 10. For this purpose, the determination of the Fair Market Value will not reflect any discount for the sale of a minority interest in the Company or the lack of marketability of the interest. The Fair Market Value of the Units to be purchased will be determined by agreement between the Company and the Member (or the Member's representative), based on the foregoing description of Fair Market Value. If the Company and the Member (or the Member's representative) cannot agree on the Fair Market Value within 30 days, the Fair Market Value will be determined by a third-party appraiser acceptable to both the Company and the Member (or the Member's representative). That appraisal amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the appraiser will be shared by the Company and the Member.

8.8.2 Payment. The purchase price determined under Section 8.8.1 will be payable, together with interest at 9%, in 120 substantially equal monthly installments of principal and interest commencing not later than 60 days after the date of exercise. The purchaser will have the right, but not the obligation, to prepay the purchase price at any time. The deferred purchase obligation will be an unsecured obligation of the Company or the purchasing Member or Members.

SECTION 9. VOLUNTARY WITHDRAWAL

Any Member may voluntarily withdraw as a Member on six months' prior written notice to the Company. On the effectiveness of a withdrawal by a Member (the "Withdrawing Member"), the Company will treat the Withdrawing Member as an assignee of the economic rights and benefits of the Units of the Withdrawing Member, but the Withdrawing Member will cease to have any voting or other rights under this Agreement with respect to those Units. The Company will have no obligation to purchase or redeem the Units of, or otherwise make any liquidating distribution to, the Withdrawing Member before the dissolution and winding up of the Company.

SECTION 10. DISSOLUTION AND WINDING UP OF THE COMPANY

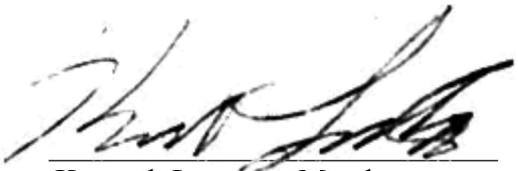
10.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:
(a) The Approval of the Members; or
(b) Otherwise by operation of law.
10.2 Winding Up. On the dissolution of the Company, the Manager (or, if there is no Manager at that time, a successor Manager or other liquidator appointed by Approval of the Members) will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order, after any Profits or Losses realized in connection with the liquidation have been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect that allocation and all other transactions through the date of distribution:
(a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including those owed to Members; and
(b) To Members in the amount of their respective adjusted positive Capital Account balances on the date of distribution.
10.3 Distribution in-Kind.
10.3.1 General. If practicable, and if consented to by Approval of the Members, in lieu of liquidating all or some of the assets of the Company the Manager may distribute some or all of the assets of the Company to the Members in-kind and, to facilitate the distribution, may create tenancies in common or other concurrent ownership interests in Company properties. If tenancies in common or other concurrent ownership interests are created, the Members mutually agree to waive any and all rights of partition with respect to the tenancies or interests. Company assets to be distributed in-kind on dissolution of Company will be distributed to the Members in accordance with Sections 10.2 and 10.3.2.
10.3.2 Deemed Liquidation Profits or Losses. If Company assets are to be distributed in-kind on the liquidation and winding up of the Company, the Manager will adjust, subject to Approval of the Members, the Gross Asset Value of the Company's assets to be distributed to reflect their fair market value as of the date of distribution, and the Members' respective Capital Accounts will be adjusted to reflect the manner in which the deemed Profits or Losses that would have been recognized by the Company if the assets were sold for such Gross Asset Values would have been allocated under Section 3.2. After such adjustments, all Company assets, including the assets to be distributed in-kind and the proceeds of assets sold in liquidation, will be distributed pursuant to Section 10.2 in accordance with the Members' adjusted Capital Accounts (with reference to the Gross Asset Values assigned to those unsold properties).
10.4 Completion of Winding Up. On completion of the winding up, liquidation, and distribution of assets as provided in Section 10, the Company will be deemed terminated. The Manager will comply with any filings or other applicable requirements under the LLC Act with respect to winding up the affairs of and dissolution of the Company.

SECTION 11. MISCELLANEOUS PROVISIONS

The parties enter into this Agreement as of the date first written above.

NORTHWEST TELEVISION, LLC

Michael Mattson, Member



Kenneth Lewetag, Member

APPENDIX A
SCHEDULE OF NAMES, ADDRESSES, AND INITIAL UNITS OF EACH INITIAL MEMBER FOR SECTION 1.7 OF THE AGREEMENT

Member's Name Address Initial Units

Kenneth Lewetag 17980 Brown Road, Dallas, OR 97338 250 Units - 50%
Michael Mattson 15740 May Road, Dallas, OR 97338. 250 Units - 50%

APPENDIX B
INITIAL CAPITAL CONTRIBUTIONS FOR SECTION 2.1 OF THE AGREEMENT

Gross Asset Value of Contributed Property

Member's Name Capital Contribution (and Any Related Liabilities) Kenneth Lewetag All rights to Channel _52_____ $900,000 including the sale proceeds related to the purchase and sale of such Channel.

APPENDIX C

DEFINITIONS FOR SECTION 3 OF THE AGREEMENT

(g) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of any Allocation Period, after giving effect to the following adjustments:

(g) Credit to the Capital Account any amounts that the Member is deemed to be obligated to restore pursuant to the penultimate sentences in Treasury Regulations §§1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to the Capital Account any Adjustment Items.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Treasury Regulation §1.704-1(b)(2)(ii)(d) and will be interpreted consistently with that regulation.

(2) "Adjustment Items" means the adjustments, allocations, and distributions described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4)–(6).

(3) "Allocation Period" means a fiscal year of the Company or other fiscal period for which the Company allocates Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Section 3 of the Agreement.

(4) "Capital Account" means the account maintained for each Member pursuant to Section 7.6 of the Agreement.

(5) "Company Minimum Gain" means the amount of gain, if any, as of any date that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any nonrecourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).

(6) "Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization, or other cost-recovery deduction allowable for federal income tax purposes with respect to an asset for that Allocation Period, but if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the Allocation Period, Depreciation means an amount that bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost-recovery deduction for the Allocation Period bears to the beginning adjusted tax basis; however, if the adjusted basis for federal income tax purposes of an asset at the beginning of the Allocation Period is zero, Depreciation will be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Manager.

(7) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(g) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of that asset, as determined by the contributing Member and the Manager, provided, however, that (i) the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 2.1 will be as set forth in Appendix B to this Agreement, and (ii) if the contributing Member is a Manager, the determination of the fair market value of a contributed asset will require Approval of the Members;

(b) The Gross Asset Values of all Company assets will be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, as of the following

times:

(g) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimus capital contribution or money or property;

(ii) the grant of an interest in the Company (other than a de minimus interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member (acting in a Member capacity) or by a new Member (acting in a Member capacity or in anticipation of being a Member);

(iii) the distribution by the Company to a Member of more than a de minimus amount of money or property as consideration for all or a portion of a membership interest in the Company; and

(iv) the liquidation of the Company within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g).

However, adjustments pursuant to clauses (i) through (iii) above will be made only if the Manager reasonably determines that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

€ The Gross Asset Value of any Company asset distributed to any Member will be adjusted to equal the gross fair market value of the asset on the date of distribution (taking into account the requirements of IRC §7701(g), dealing with clarification of the fair market value of property that is subject to nonrecourse indebtedness) as determined by the 19istribute and the Manager, provided, however, that if the 19istribute is a Manager, the determination of the fair market value of the distributed asset will require Approval of the Members; and

(d) The Gross Asset Values of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to IRC §734(b) or §743(b), but only to the extent that those adjustments are required to be taken into account in determining Capital Accounts pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m); however, the Gross Asset Values will not be adjusted pursuant to this paragraph (d) of this definition to the extent that the Manager reasonably determines that an adjustment pursuant to paragraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b), or (d) of this definition, the Gross Asset Value will thereafter be adjusted by Depreciation taken into account with respect to the asset for purposes of computing Profits or Losses.

(8) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(9) "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" set forth in Treasury Regulation §1.704-2(b)(4).

(10) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if that Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2)–(3).

(11) "Member Nonrecourse Deductions" has the same meaning as "partner nonrecourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company Allocation Period equals the excess, if any, of (a) the net increase, if any, in the amount of the Company

Minimum Gain attributable to such Member Nonrecourse Debt during the Allocation Period over (b) the aggregate amount of any distribution during the Allocation Period to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent that the distributions are from proceeds of the Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).

(12) "Net Cash Flow" means, for any given fiscal period of the Company, the amount by which (a) the gross cash receipts received by the Company during that fiscal period exceed (b) the sum, without duplication, of (i) all cash operating expenses of the Company during that fiscal period, (ii) debt service payments made during that fiscal period on all indebtedness of the Company, (iii) payments made during that fiscal period on account of the maintenance, leasing, repair, replacement, or improvement of property of the Company, and (iv) all amounts allocated during that fiscal period, in the reasonable judgment of the Manager, to reserves established to meet the reasonable needs of the business, including working capital and capital improvement requirements and for reserves for unknown or unfixed liabilities or contingencies of the Company.

(13) "Nonrecourse Deductions" has the meaning set forth in Treasury Regulation §1.704-2€. The amount of Nonrecourse Deduction for a Company Allocation Period equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Allocation Period over the aggregate amount of any distributions during that Allocation Period of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined pursuant to Treasury Regulation §1.704-2€.

(14) "Nonrecourse Liability" has the meaning set forth in Treasury Regulation §1.704-2(b)(3).

(15) "Profits" and "Losses" means, for each Allocation Period, an amount equal to the Company's taxable income or loss for such Allocation Period, determined in accordance with IRC §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to IRC §703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(g) Any income of the Company that is exempt from federal income taxation and that is not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to the taxable income or loss;

(b) Any expenditures of the Company described in IRC §705(a)(2)(B) or treated as IRC §705(a)(2)(B) expenditures pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(i), and that are not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from the taxable income or loss;

€ If the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of that adjustment will be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of by the Company, notwithstanding that the

adjusted tax basis of the asset differs from its Gross Asset Value;
€ In lieu of the depreciation, amortization, and other cost-recovery deductions taken into account in computing the taxable income or loss, Depreciation will be taken into account for the Allocation Period, computed as provided in the definition of Depreciation;
(f) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) is required, pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in
complete liquidation of a Member's interest in the Company, the amount of that adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for purposes of computing Profits or Losses; and
(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Appendix D of this Agreement will not be taken into account in computing Profits or Losses.

APPENDIX D

SPECIAL ALLOCATIONS AND LIMITATIONS FOR SECTION 3.4 OF THE AGREEMENT

(1) *Company Minimum Gain Chargeback.* Except as otherwise provided in Treasury Regulation §1.704-2(f), notwithstanding any other provision of Section 3 of the Agreement or this Appendix, if there is a net decrease in Company Minimum Gain during any Company Allocation Period, each Member will be specially allocated items of Company income and gain for the Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to each Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation §1.704-2(g)(2). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (f)(6) and (j)(2) of Treasury Regulation §1.704-2(f)(6). This paragraph is intended to comply with, and will be interpreted consistently with, the "minimum gain chargeback" provisions of Treasury Regulation §1.704-2(f).

(2) *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as otherwise provided in Treasury Regulation §1.704-2(i)(4), notwithstanding any other provision of Section 3 of the Agreement or this Appendix D, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(5), will be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (i)(4) and (j)(2) of Treasury Regulation §1.704-2(i)(4). This paragraph is intended to comply with, and will be interpreted consistently with, the partner nonrecourse debt minimum gain chargeback provisions of Treasury Regulation §1.704-2(i)(4).

(3) *Qualified Income Offset.* If any Member unexpectedly receives an Adjustment Item for any Allocation Period that results in an Adjusted Capital Account Deficit for that Member, items of Company income and gain will be specially allocated to that Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit created by such Adjustment Item as quickly as possible, but an allocation pursuant to this will be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 3 of the Agreement and this Appendix D have been tentatively made as if this paragraph were not in the Agreement. This Paragraph is intended to comply with, and will be interpreted consistently with, the "qualified income offset" requirements of Treasury Regulation §1.704-1(b)(2)(ii)(d).

(4) *Gross Income Allocation.* If any Member has a deficit Capital Account at the end of any Allocation Period that is in excess of the sum of (a) the amount that such Member is

obligated to restore pursuant to the penultimate sentences of subsections (g)(1) and (i)(5) of Treasury Regulation §1.704-2(g)(1), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, but an allocation pursuant to this paragraph will be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Section 3 of the Agreement and this Appendix have been made as if Paragraphs (3) and (4) of this Appendix were not in the Agreement.

(5) *Nonrecourse Deductions.* Nonrecourse Deductions for any Allocation Period will be specially allocated to the Members in proportion to their respective Membership Percentages.

(6) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Allocation Period will be specially allocated to the Member or Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation §1.704-2(i)(1).

(7) *IRC §754 Adjustments.* To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) or §743(b) is required, pursuant to subsection (2) or (4) of Treasury Regulation §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of that Member's interest in the Company, the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company if Treasury Regulation §1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made if Treasury Regulation §1.704-1(b)(2)(iv)(m)(4) applies.

(8) *Allocations Relating to Taxable Issuance of Company Units.* Any income, gain, loss, or deduction realized as a direct or an indirect result of the issuance of Units by the Company to a Member (the "Issuance Items") will be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, will be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

(9) *Curative Allocations.* The allocations set forth in Paragraphs (1)–(7) of this Appendix and in Section 3.2.1(b)–(c) of the Agreement (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Paragraph. Therefore, notwithstanding any other provision of Section 3 of the Agreement or this Appendix (other than the Regulatory Allocations), the Manager will make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Manager determines appropriate so that, after the offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance the Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 3.2 of the Agreement and Paragraph (8) of this Appendix.

APPENDIX E

This agreement of joint management includes the management of all call FCC facilities signs assigned to each of the principles. Since all programming is broadcast on all following FCC facilities, all programming will cover all facilities under umbrella of Northwest Television LLC in any agreement.

These factices include but not limited to

FCC Call Sign	Facility ID
KWVT	129197
KSLM	130052
KVDO (aka K38KU-D)	130048
KDLN-LP	130039
K04PH	130069