

**Supplement to  
Exhibit 2  
Description of Transaction**

By this application, Media General, Inc., through its wholly owned subsidiary Media General Communications, Inc. and its indirect wholly owned subsidiary Media General Broadcasting of South Carolina Holdings, Inc. (collectively “Media General”) seek consent for the assignment of the licenses for four Media General full service television broadcast stations and three satellite television broadcast stations (the “MG Stations”) from the licensee companies identified below to MG Broadcasting, LLC (“Assignee”), as an “exchange accommodation titleholder” (“EAT”) under the rules and policies of the Internal Revenue Service.

Media General hereby amends this application to supplement the transaction description in Exhibit 2 of the application by providing a more detailed description of (i) how Media General will retain control over the operation of the MG Stations to be assigned to the EAT, and (ii) how Media General will have an FCC attributable ownership interest in the EAT and retain 100% of the beneficial ownership of the MG Stations. In addition, Media General is furnishing with this application a copy of the limited liability company agreement for the EAT (“LLC Agreement”).

As reflected in the LLC Agreement, Media General, Inc, will serve as a member-manager of the EAT, but with no economic interest in the EAT itself, a structure that fully complies with the provisions of Delaware limited liability company law applicable to MG Broadcasting, LLC. In this capacity, Media General will be one of two member-managers of the EAT. (A third manager, the Independent Manager, is not a member of the EAT.) In its capacity as FCC Managing Member, Media General will have direct authority through the LLC Agreement to exercise plenary control over the business and the operations of the MG Stations, including the exclusive right to effect the sale of one or more the MG Stations.

The control rights that Media General will have over the MG Stations as FCC Managing Member bolster the rights that Media General has over the MG Stations under the Qualified Exchange Agency Agreement (“QEAA”), which itself gives Media General comprehensive rights to control all matters relating to the MG Stations, the operation of each of the MG Stations under its respective licenses from the Commission, and the disposition of the MG Stations. The position of Media General as FCC Managing Member or the EAT confirms in the context of the LLC Agreement the comprehensive rights and powers over MG Station affairs that Media General has through the QEAA.

In addition, as explained below, Media General retains 100% beneficial ownership of the MG Stations and their assets that it places in the hands of the EAT, and the EAT will hold no assets other than the MG Station assets that Media General places in the EAT.

***Beneficial Ownership of MG Stations***

While TVPX holds all of the equity interest in the EAT (LLC Agr. § 8), Media General retains 100% of the beneficial ownership of the MG Stations. Such ownership occurs through the operation of the following provisions:

- Sections 3.1 and 3.4 of the QEAA provide that Media General will sell the MG Stations to the EAT, and will loan the EAT all funds necessary to enable the EAT to purchase the MG Stations. Media General's loan to the EAT will be secured by all of TVPX's interests in the EAT and the EAT's interests in the MG Stations.
- Section 4.1 of the QEAA deals with the sale of the MG Stations to the ultimate buyer. Media General will negotiate a contract for the sale of the stations (QEAA § 4.1.1), and the purchase price for the MG Stations will be paid directly to Media General in full satisfaction of the Note issued by the EAT to Media General. (QEAA § 4.1.2) If the sale proceeds are less than the balance due under the Promissory Note, Media General will assume the remaining balance, and if the sale proceeds exceed the amount due under the Promissory Note, the EAT will pay the difference to Media General. Thus only Media General, and not the EAT, will suffer from any loss in the value of the MG Stations, and only Media General will benefit from any appreciation in the value of the MG Stations.
- Section 4.2 provides that if the EAT continues to hold the MG Stations after 180 days, then the EAT has the right to sell the MG Stations back to Media General and Media General has the right to buy the MG Stations from the EAT. The sale of the MG Stations back to Media General would be subject to receipt of FCC consent to the assignment. In consideration for the purchase of the MG Stations from the EAT, Media General would assume all obligations under the EAT's Promissory Note.
- Section 5.2 of the QEAA limits the authority of the EAT to undertake certain actions. For instance, the EAT cannot acquire any assets other than the MG Stations (QEAA § 5.2.3). *Thus, the only assets held by the EAT will be the MG Stations.*
- Section 7.1 of the QEAA sets forth extensive provisions for the indemnification of the EAT and TVPX. Specifically, Media General is required to indemnify and hold the EAT and TVPX harmless from all losses, damages, claims and liabilities arising out of the operation of the MG Stations.
- Pursuant to the transaction documents, Media General will operate the MG Stations and will have the sole right to the cash flow therefrom. Media General will pay the EAT a specified amount to cover its accommodation services. Pursuant to the QEAA, Media General will program the MG Stations and retain

all revenue from commercial time sold during the programming provided by Media General. Further, Media General will be required to pay all costs of operating the MG Stations, and must fully indemnify the EAT against any losses arising out of the operation of the MG Stations. All risk of loss (tort claims, fire and storm damage, etc.) will remain with Media General.

In sum, Media General retains full control of all the assets that it transfers to the EAT, and there are no assets in the EAT except those that are Media General transfers to it.

### ***Control of MG Stations***

The LLC Agreement specifies that there are two members of the EAT – TVPX and Media General. Section 10 of the LLC Agreement provides for the management of the EAT through three managers: The FCC Managing Member, the Managing Member, and the Independent Manager. Media General, as the FCC Managing Member, has exclusive and direct control of the operations of the MG Stations through a right to direct the voting, control, and actions of the EAT with respect to all station matters. Further, Section 5.7 of the QEAA provides that Media General is responsible for the operations of the MG Stations. Both Section 10 of the LLC Agreement and Section 5.7 of the QEAA specify that Media General has sole legal responsibility for any and all activities, actions and decisions relating to the operation, preservation and enhancement of the MG stations and the station assets, including, but not limited to:

- a. Ensuring compliance with all applicable provisions of the Act, the rules, regulations, and policies of the FCC and all other laws applicable to the stations, the station assets, and the stations' licenses;
- b. Ensuring compliance with all contracts applicable to the stations and the station assets including affiliation agreements, programming contracts, and leases;
- c. Hiring, firing, promoting, disciplining, and exercising day-to-day control over the employees who operate and manage the stations, the station assets, and the stations' licenses in accordance with the rules, regulations, and policies of the FCC;
- d. Establishing and administering operating budgets for the stations, the station assets, and the stations' licenses;
- e. Causing the payment of financial obligations involving the operation of the MG Stations, including utility payments, payments of rent, legal fees and expenses, programming expenses, travel expenses, insurance costs, taxes, and such other operating, capital, and other expenses that arise from time to time and concern the business or operations of the stations, the station assets; and the stations' licenses;
- f. Maintaining appropriate insurance coverage with respect to the stations, the station assets, and the stations' licenses;

- g. Undertaking the repair and maintenance of the stations and the stations' assets to maintain compliance with the stations' licenses;
- h. Selling advertising time on the stations and collecting all revenues therefrom; and
- i. All other activities, actions and decisions relating to the operation and management of the stations, the station assets, and the stations' licenses.

Section 10 of the LLC Agreement provides that the vote of the Independent Manager of the EAT is required before the EAT can take certain "major actions," which are defined as filing for bankruptcy, making a general assignment for the benefit of creditors, and similar actions. The LLC Agreement limits the responsibilities of TVPX, as Managing Member of the EAT, to ministerial actions, such as a name change (LLC Agr. § 2), choice of the EAT's office location (but not the studio or business office for the MG Stations) (LLC Agr. § 4), and selection of registered agent for the EAT (LLC Agr. § 5).

# **LIMITED LIABILITY COMPANY AGREEMENT**

## **OF MG BROADCASTING, LLC**

**THIS LIMITED LIABILITY COMPANY AGREEMENT** (this “**Agreement**”) of MG Broadcasting, LLC, a Delaware limited liability company (the “**Company**”), is made as of the 22nd day of June, 2006, by TVPX Acquisitions, Inc. (“**Managing Member**”), the Independent Manager (“**Independent Manager**”), and the FCC Managing Member (“**FCC Managing Member**”) executing this agreement, being the parties whose signatures are set forth on the signature page hereto, and the Company.

1. **Formation and Filing.** The Company has been formed under and pursuant to the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”). Terry Scaglione, as Organizer, as the designated “authorized person” of the Company within the meaning of the Act, executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (the “**Secretary of State**”), which execution, delivery and filing are hereby ratified and confirmed in all respects. Upon such filing, Ms. Scaglione's powers as an “authorized person” of the Company ceased, and the Managing Member became the designated “authorized person” to execute, deliver and file any amendments and/or restatements of the Certificate of Formation of the Company (including an Amended and Restated Certificate of Formation) and any other certificates (and any amendments and/or restatements thereof) permitted to be filed with the Secretary of State, and shall continue as the designated “authorized person” within the meaning of the Act. The Company also shall make such filings as are required to register to do business in each jurisdiction in which the Company elects to do business.

2. **Name.** The name of the Company shall be the name set forth in the heading of this Agreement, and the affairs of the Company shall be conducted under the Company name or such other name as the Managing Member may, in its discretion, select in accordance with the Act.

3. **Purpose.** The sole purpose of the Company shall be to execute, deliver and perform its obligations under (A) the Qualified Exchange Accommodation Agreement entered into on the date hereof among Media General Operations, Inc., the Managing Member and the Company, (B) the Qualified Exchange Accommodation Agreement entered into on the date hereof among Media General Broadcasting of South Carolina Holdings, Inc., the Managing Member and the Company, (C) the Qualified Exchange Accommodation Agreement entered into on the date hereof among Media General Communications, Inc., the Managing Member and the Company (collectively, the foregoing Qualified Exchange Accommodation Agreements, the “QEAA’s”) and (D) all of the other Documents (as defined in each of the foregoing agreements) (such other Documents and the QEAA’s collectively, the “Transaction Documents”), all in accordance with the terms and conditions thereof. The Company shall have the power to do all acts and things necessary or useful in connection with the foregoing so long as such acts and

things are consistent with the Transaction Documents and provided that this Agreement shall in no way limit the covenants, agreements and obligations of the Company or the Managing Member under any of the other Transaction Documents or limit their liability for nonperformance or otherwise under the Transaction Documents. In the event of a conflict between this Agreement and the other Transaction Documents, the other Transaction Documents shall control.

4. **Principal Office.** The principal office of the Company shall be located at c/o TVPX, Nine Damonmill Square, Concord, Massachusetts 01742, or at such other place within or outside the Commonwealth of Massachusetts as the Managing Member may from time to time designate.

5. **Registered Office and Agent.** The Managing Member shall select and designate a registered office and registered agent for the company in Delaware and in each other state in which the Company is required to maintain or appoint one.

6. **Term.** The term of existence of the Company commenced upon the filing of the Certificate of Formation with the Office of the Secretary of the State of Delaware and shall, subject to Section 7, continue in perpetuity.

7. **Termination.** The Company shall terminate prior to the time set forth in Section 6 at the written election of the Managing Member but only after all obligations of the Company under the other Transaction Documents have been performed in full in accordance with the terms thereof and as otherwise contemplated in the Transaction Documents. Upon the termination of the Company, the affairs of the Company shall be wound up and the Company shall be dissolved and liquidated.

8. **Capital Contributions; Capital Account.** The Managing Member shall have the sole equity and economic interest in the Company, and neither the Independent Manager nor the FCC Managing Member shall have any equity or economic interest in the Company. The Managing Member's initial contribution to the capital of the Company is the amount set forth opposite the Managing Member's name on the signature page hereto. A capital account shall be maintained for the Managing Member at all times in accordance with generally accepted accounting principles, consistently applied. The Managing Member shall have no legal obligation to make any additional Capital Contributions to the Company.

9. **Profits and Losses.** The profit and loss of the Company shall be determined on an annual basis. (For the avoidance of doubt, pursuant to the QEAA's the revenues generated by the television broadcasting stations held by the Company shall be collected by the Taxpayers (as defined in the QEAA's), and such revenues shall not be included in the profit and loss of the Company.) All of the net profit and loss of the Company shall be allocated and distributed exclusively to the Managing Member.

10. **Management of Company.** The Company shall have three (3) "Managers" within the meaning of the Act: the Managing Member, the Independent Manager, and the FCC Managing Member.

(A) Any action that is not in compliance with Section 5.7 of the QEAA's shall require the consent of both the Managing Member and the FCC Managing Member, and the FCC Managing Member shall veto any proposed actions of the Company that it, in its sole discretion, determines would not comply with Section 5.7 of the QEAA's.

(B) The Managing Member shall, subject to the terms and conditions of the Transaction Documents, (1) have the sole and exclusive right to manage, control and conduct the affairs of the Company and to do any and all acts on behalf of the Company and to use employees and agents of the Managing Member to provide services to the Company; (2) make all decisions affecting the affairs of the Company; (3) have all the rights and powers permitted under the applicable provisions of the Act; and (4) cause the Company to comply in all respects with the requirements of the Act; provided, however, that (x) the Managing Member shall have no right to manage or control any of the actions that are reserved to the FCC Managing Member pursuant to Section 10(A), and (y) the consent of both the Managing Member and the Independent Manager are required for "Major Actions". For the purposes of this Agreement, the term "Major Actions" shall be limited to the following: (i) the application for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of the assets of the Company; (ii) the making of a general assignment for the benefit of creditors of the Company; (iii) the filing of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors of the Company or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or (iv) the taking of any action for the purpose of effecting any of the foregoing. The Independent Manager will have no management rights or responsibilities with respect to the Company and shall take no action with respect to the Company except for voting as to Major Actions. For the purposes of this Agreement, the "Independent Manager" shall be a person, firm or other entity, who has never been, and shall at no time be a director, officer, employee or associate, or any relative of the foregoing, of any member of the Company or any affiliate thereof and shall not, at any time while serving as the Independent Manager, be a stockholder or other equity holder of a member of the Company or any affiliate thereof. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Manager shall consider only the interests of the Company, including its respective creditors and the fulfillment of its contractual obligations, in acting or voting on Major Actions.

11. **Officers and Agents.** The Company shall have such officers and other authorized agents as the Managing Member shall authorize in writing from time to time. Tobias Kleitman is hereby appointed as Chief Executive Officer of the Company; provided that such appointment shall automatically terminate upon any transfer by TVPX Acquisitions, Inc. of its membership interests in the Company.

12. **Prohibitions.** Without the written consent or ratification of the Managing Member, and subject to the Transaction Documents, the Company shall not expend money or dispose of property other than on account and for the benefit of the Company or pledge any of the Company's credit or property for other than Company purposes. No Member shall transfer

any of its membership interests in the Company except as contemplated by and pursuant to the Transaction Documents.

13. **Liability of Managing Member and Other Managers.** Neither the Managing Member nor any other Manager shall be personally liable for any debts, obligations or losses of the Company beyond, in the case of the Managing Member, the amount contributed by it to the Company under this Agreement and except as otherwise specified by the Act. Neither the Managing Member nor any other Manager shall be personally liable to the Company or the other party for actions or inactions taken in good faith and reasonably believed by the Managing Member or other Manager to be in the best interests of the Company. The Company shall indemnify, defend and hold harmless the Managing Member and each of the other Managers from and against any and all losses, expenses, costs, liabilities and suits which may be imposed on or asserted against the Managing Member or such other Manager arising out of the performance by the Managing Member or such other Manager of its duties in accordance with this Agreement and in the ordinary course of the Company's business.

14. **Single Member Status.** The Company shall for federal and state income tax purposes be disregarded as an entity separate from the Managing Member and the other Managers pursuant to the authority of Treasury Regulations Section 301.7701-3(b)(1)(ii) and any comparable rule or regulation under applicable state tax laws during any period of time that the Company has only one Member with an economic interest in the Company; provided, however, that the Company shall not be disregarded as an entity separate and distinct from its single Member for purposes of any other law or circumstance.

15. **Separateness.** As provided in the Transaction Documents, the Company shall not act as agent for the Managing Member, and shall maintain its assets separate from the assets of the Managing Member and the other Managers.

16. **Books and Records.** The Company shall maintain correct and complete books and records of account and minutes of the meetings and other proceedings of its Managers.

17. **Construction.** Each of the Company, the Managing Member, the Independent Manager, and the FCC Managing Member acknowledges that, during the term of existence of the Company, the rights and obligations of the Managing Member and each of the other Managers with respect to the Company will be determined in accordance with the Act and the terms and conditions of this Agreement; *provided* that to the extent that the rights and obligations of the Managing Member and each of the other Managers hereunder are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

18. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

19. **Opt-In to Article 8 of the Uniform Commercial Code.** All membership interests and other equity interests of the Company shall be "securities" governed by Article 8 of



the Uniform Commercial Code of the State of Delaware (and the Uniform Commercial Code of any other applicable jurisdiction).

***IN WITNESS WHEREOF***, the undersigned have executed this Agreement as of the date first set forth above.

**MANAGING MEMBER:**  
TVPX ACQUISITIONS, INC.

**CAPITAL CONTRIBUTION**  
\$100.00 U.S. Dollars

By: \_\_\_\_\_  
Name: Tobias Kleitman  
Title: President

**INDEPENDENT MANAGER:**

\_\_\_\_\_  
Name: Aaron Shainis

**FCC MANAGING MEMBER:**  
MEDIA GENERAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:**  
MG BROADCASTING, LLC

By: TVPX ACQUISITIONS, INC.,  
Its: Managing Member

By: \_\_\_\_\_  
Name: Tobias Kleitman  
Title: President