

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MARCONI BROADCASTING COMPANY, LLC**

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Marconi Broadcasting Company, LLC, a Delaware limited liability company (the "**Company**"), is entered into as of March 3, 2008, by and among the Persons listed on Exhibit A attached hereto (individually, a "**Member**" and collectively, the "**Members**") and the Company.

RECITALS

A. The Company was formed in accordance with the Act by the filing of the Certificate of Formation with the Secretary of State of the State of Delaware on August 10, 2006.

B. Thomas Kelly, as the sole member of the Company, entered into that certain Limited Liability Company Agreement of the Company, dated as of August 10, 2006 (the "**Original LLC Agreement**").

C. On January 12, 2007, (i) the Company issued to MBC Investment, L.P., a Delaware limited partnership ("**MBC Investment**"), 40,000 Class A Units (as defined below) pursuant to a Securities Purchase Agreement (the "**Securities Purchase Agreement**"), among the Company, MBC Investment and Mr. Kelly, (ii) the Company issued to Mr. Kelly 60,000 Class B Units (as defined below), (iii) the Company acquired the assets of Urban Radio of Pennsylvania, LLC and Urban Radio I, LLC (collectively "**Sellers**") pursuant to an Asset Purchase Agreement among the Company and Sellers, and (iv) the Company, Mr. Kelly and MBC Investment entered into that certain Amended and Restated Limited Liability Company Agreement of the Company (the "**A&R LLC Agreement**"), which agreement amended and restated the Original LLC Agreement.

D. On August 31, 2007, pursuant to that certain Additional Capital Contribution Agreement by and between Mr. Kelly and the Company, Mr. Kelly made an additional capital contribution to the Company of \$100,000.

E. On the date hereof, (i) the Company has entered into that certain Loan and Security Agreement (the "**Senior Loan Agreement**") with MBC Lender, LLC, a Pennsylvania limited liability company ("**MBC Lender**"), pursuant to which MBC Lender has made a \$2,000,000 senior secured term loan (the "**Senior Loan**") to the Company, (ii) the Company has issued to MBC Investment an additional 104,000 Class A Units and (iii) the Company has issued to MBC Lender 36,000 Class C Units (as defined below). In connection therewith, the parties hereto wish to amend and restate the A&R LLC Agreement as set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms used in this Agreement and not defined elsewhere herein shall have the following meanings:

"**Act**" means the Delaware Limited Liability Company Act, as amended.

"**Adjusted Capital Account**" means, with respect to any Member, such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(A) credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to this Agreement or the next to last sentences of Regulations Sections 1.704-(2)(g)(1) and 1.704-2(i)(5); and

(B) debit to such Capital Account the items described in Sections 1.704-1 (b)(2)(ii)(d)(4), (5), and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(i)(d) of the Regulations and shall be interpreted consistently therewith.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account.

"**Affiliate**" (whether or not capitalized) means, with respect to any Person, (a) a Person that directly or indirectly, controls, is controlled by, or is under common control with, the specified Person or (b) any natural person who is an executive officer, director, partner, manager or holder of 5% or more of the outstanding voting securities or other equity interests of the specified Person. For purposes of this definition, "control" of a Person (other than a natural Person) means the power, directly or indirectly, to (i) vote 5% or more of the securities having ordinary voting power for the election of directors or managers of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Agreement**" means this Second Amended and Restated Limited Liability Company Agreement, as it may be amended from time to time.

"**Bankruptcy**" means, with respect to any Person, a "Voluntary Bankruptcy" or an "Involuntary Bankruptcy." A "Voluntary Bankruptcy" means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a

receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property, or corporate action taken by such Person to authorize any of the actions set forth above. An "Involuntary Bankruptcy" means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within 90 days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver, or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within 60 days.

"Board of Managers" has the meaning set forth in Section 7.1 hereof.

"Capital Account" means, with respect to any Member, such Member's capital account determined in accordance with the provisions of this Agreement.

"Capital Contribution" means, with respect to any Member, the amount of money or fair market value of other property contributed to the Company by such Member pursuant to Article V.

"Capital Proceeds" means the total cash gross receipts to the Company derived from (i) any sale or disposition of an asset or an interest thereof, whether held by the Company, including any redemption of any equity interest in such asset, but excluding proceeds in excess of the Company's net investment in such asset, (ii) any amortization of an asset, including any principal repayment of any loan made by the Company with respect to such asset, and (iii) proceeds from any borrowing by the Company, to the extent not utilized to acquire or finance the assets, to refinance any borrowings with respect to an asset, or to pay Company expenses, less (A) payment of fees and expenses, (B) payments of principal or interest on loans to and/or notes from the Company to the extent that the Board of Managers determines such payments are appropriate from such receipts, and (C) amounts set aside by the Board of Managers, with the consent of the Class A Managers and the Class C Managers, as in connection with the transactions identified in clauses (i), (ii) and (iii) above.

"Certificate of Formation" means the Company's Certificate of Formation filed with the Secretary of State of the State of Delaware, as it may be amended from time to time.

"Class A Common Value" means the amount that would be distributed to the Class A Member pursuant to Section 6.1(b)(iv)(A) if the Company sold all of its assets for a purchase price equal to the Fair Market Value of the Company and the Company was liquidated and the proceeds of the sale were distributed in accordance with Section 11.2 and Section 6.1(b), disregarding for this purpose, any reserve that may be taken.

"Class A IRR Hurdle" means the receipt by the Class A Member (by distributions with respect to the Class A Units or by receipt of net proceeds from one or more sales of the Class A Units) of an amount equal to the Capital Contributions of the Class A Member and a cumulative annual return of twenty-five percent (25%), compounded annually, on such Capital Contributions, taking into account all Capital Contributions on the date on which they are made

and all distributions or sale proceeds on the date of which they are received by the Class A Member.

"**Class A Managers**" has the meaning set forth in Section 7.2(a) hereof.

"**Class A Member**" means MBC Investment and its permitted assigns.

"**Class A Unit**" means a membership interest of the Company that has the rights, preferences and privileges set forth in this Agreement.

"**Class B Manager**" has the meaning set forth in Section 7.2(b) hereof.

"**Class B Member**" means Kelly and his permitted assigns.

"**Class B Unit**" means a membership interest of the Company that has the rights, preferences and privileges set forth in this Agreement.

"**Class C Common Value**" means the amount that would be distributed to the Class C Member pursuant to Section 6.1(b)(iv)(C) if the Company sold all of its assets for a purchase price equal to the Fair Market Value of the Company and the Company was liquidated and the proceeds of the sale were distributed in accordance with Section 11.2 and Section 6.1(b), disregarding for this purpose, any reserve that may be taken.

"**Class C Managers**" has the meaning set forth in Section 7.2(c) hereof.

"**Class C Member**" means MBC Lender and its permitted assigns.

"**Class C Unit**" means a membership interest of the Company that has the rights, preferences and privileges set forth in this Agreement. Class C Units represent membership interests intended to constitute a Profits Interest.

"**Code**" means the Internal Revenue Code of 1986, as amended. All references herein to Code sections shall include corresponding provisions of future federal tax statutes.

"**Company**" means Marconi Broadcasting Company, LLC, a Delaware limited liability company.

"**Company Minimum Gain**" has the meaning of "partnership minimum gain" set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

"**Current Portion of the Preferred Return**" means an amount equal to a cumulative six percent (6%) return, compounded quarterly, on the Class A Member's Unreturned Capital Contributions. The Current Portion of the Preferred Return shall begin to accrue as of March 1, 2008. The Class A Member shall not receive any Current Portion of the Preferred Return once its Unreturned Capital Contributions have been reduced to zero. The Current Portion of the Preferred Return shall be paid to the Class A Member quarterly in arrears on or prior to the last day of each calendar quarter. Distributions of the Current Portion of the Preferred Return shall reduce the Unpaid Preferred Return in accordance with the terms hereof.

"Dividend Default" means the failure by the Company to make any payment of the Current Portion of the Preferred Return within thirty (30) days of its due date, provided that the Company shall have a one-time right to extend the thirty (30) day grace period to one hundred twenty (120) days, provided further that the extension right may be exercised only one time and, after exercised (regardless of whether the applicable dividend default is cured or the duration of the period of default), such extension right shall terminate and be of no further force or effect.

"Event of Noncompliance" means (i) a Payment Default, (ii) a Dividend Default or (iii) a Redemption Default.

"Family Members" has the meaning set forth in Section 8.1 hereof.

"FCC" means the Federal Communications Commission.

"FCC Form 315" means FCC Form 315 - Application for Consent to Transfer Control of Entity Holding Broadcast Station Construction Permit or License.

"Fiscal Year" shall have the meaning set forth in Section 12.3 of this Agreement.

"Indebtedness" shall mean, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and due within six (6) months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (e) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all guaranties of such Person with respect to Indebtedness of the type referred in this definition of another Person, (h) the principal portion of all obligations of such Person under capital leases, (i) all obligations of such Person under any interest rate protection, foreign currency exchange option or other hedging device or swap agreements, (j) the maximum amount of all standby or commercial letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (k) all preferred or other equity interests issued by such Person and required by the terms thereof to be redeemed, or for which mandatory sinking fund payments are due, by a fixed date, (l) the principal portion of all obligations of such Person under off-balance sheet financing arrangements and (m) the Indebtedness of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer.

"Indemnitee" has the meaning set forth in Section 7.19 of this Agreement.

"Investor Rights Agreement" means that certain Investor Rights Agreement, dated as of January 12, 2007, by and between the Company and MBC Investment, as amended by that certain First Amendment thereto, dated as of the date hereof, by and among the Company, MBC Investment and MBC Lender.

"Junior Indebtedness" means Indebtedness of the Company under the Junior Loan Agreement.

"Junior Loan Agreement" means that certain Loan and Security Agreement, dated as of January 12, 2007, by and between the Company and MBC Investment, as amended by that certain Amendment No. 1 thereto, dated as of March 3, 2008, by and between the Company and MBC Investment.

"Kelly" means Thomas Kelly.

"Kelly Employment Agreement" means that certain Amended and Restated Employment Agreement, dated as of the date hereof, between Kelly and the Company.

"Managers" means the Persons appointed pursuant to Section 7.1 to manage the business and affairs of the Company.

"Members" means the Class A Member, the Class B Member, the Class C Member and any other Person who becomes a member of the Company pursuant to Article VIII hereof.

"Member Minimum Gain" has the meaning of "partnership nonrecourse debt minimum gain" set forth in Section 1.704-2(i) of the Regulations.

"Member Nonrecourse Debt" has the meaning of "partner nonrecourse debt" set forth in Section 1.704-2(b)(4) of the Regulations.

"Member Nonrecourse Deductions" has the meaning of "partner nonrecourse deductions" set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Notice of Event of Noncompliance" means a written notice delivered to the Company and the Members pursuant to Section 7.3(b) or Section 7.3(c) during the continuance of an Event of Noncompliance.

"Notice of Redemption" has the meaning set forth in Section 9.1 hereof.

"Notice of Transfer" has the meaning set forth in Section 8.4(b) hereof.

"Operating Cash Flow" means for any fiscal year or other period, means the total cash gross receipts of the Company derived from all sources for such period (including from any

reserves previously established by the Board of Managers which the Board of Managers determines are no longer required), less (i) Capital Proceeds, (ii) the Operating Expenses for such period, (iii) amounts set aside by the Board of Managers, with the consent of the Class A Managers and the Class C Managers, for the restoration or creation of reserves, and (iv) amounts received by the Company as Capital Contributions.

"Operating Expenses" means all expenses incurred by, and payments made by or on behalf of, the Company in connection with the Company's operations in the ordinary course of business. "Operating Expenses" shall also include reserves set by the Board of Managers, with the consent of the Class A Managers and the Class C Managers, for the Operating Expenses listed above.

"Payment Default" means the failure by the Company to make any payment of interest or principal under the Senior Indebtedness or the Junior Indebtedness within thirty (30) days of its due date, provided that the Company shall have a one-time right to extend the thirty (30) day grace period to one hundred twenty (120) days, provided further that the extension right may be exercised only one time and, after exercised (regardless of whether the applicable payment default is cured or the duration of the period of default), the extension right shall terminate and be of no further force or effect.

"Percentage Interest" means, as of any date, (i) with respect to the Class A Member, sixty percent (60%), (ii) with respect to the Class B Member, twenty-five percent (25%) and (iii) with respect to the Class C Member, fifteen percent (15%).

"Permitted Indebtedness" means (i) Indebtedness of the Company under the Senior Loan Agreement and the Junior Loan Agreement; (ii) trade payables incurred in the ordinary course of business of the Company; (iii) purchase money Indebtedness (including capital leases) hereafter incurred by the Company to finance the purchase of fixed assets; provided, that, (A) the total of all such Indebtedness under this clause (iii) for the Company taken together shall not exceed an aggregate principal amount of \$100,000 at any one time; (B) such Indebtedness when incurred shall not exceed the purchase price of the asset(s) financed; and (C) no such Indebtedness shall be refinanced for a principal amount in excess of the principal balance outstanding thereon at the time of such refinancing; (iv) reimbursement obligations in connection with letters of credit issued for the account of the Company in the ordinary course of business by an issuer acceptable to the Class A Managers and the Class C Managers; provided, that the total of all such obligations under this clause (iv) shall not exceed an aggregate principal amount of \$100,000 at any one time; and (v) guarantees of the Company in respect of Indebtedness otherwise permitted hereunder of the Company.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, non-incorporated organization or government or any agency or political subdivision thereof.

"Preferred Return" means with respect to the Class A Member, a cumulative return of twelve and one-half percent (12-½ %) per annum, compounded quarterly, on the average daily balance of the Class A Member's Unreturned Capital Contributions outstanding from time to time (determined on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days in the period for which such Preferred Return is being determined). The portion

of the Preferred Return other than the Current Portion of the Preferred Return shall accrue and be payable in accordance with Section 6.1. The Class A Member shall not receive any Preferred Return once its Unreturned Capital Contributions have been reduced to zero. Notwithstanding the foregoing, in the event the Company fails to make a quarterly payment of the Current Portion of the Preferred Return to the Class A Member on or before its due date, the Preferred Return shall accrue at the annual rate of fifteen percent (15%), compounded quarterly, upon and during the continuance of such default.

"Profit or Profits" and **"Loss or Losses"** means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, as determined by the Company's accountants, in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in Profits or Losses), with the adjustments required to comply with the capital account maintenance rules of Section 1.704-1(b)(2)(iv) of the Regulations, excluding amounts allocated pursuant to Section 1(a)-(g), Section 1(i), and Section 3 of Exhibit B.]

"Profits Interest" has the meaning provided in Revenue Procedure 93-27.

"Redemption Default" has the meaning set forth in Section 9.3 hereof.

"Redemption Note" has the meaning set forth in Section 9.2 hereof.

"Redemption Price" has the meaning set forth in Section 9.1 hereof.

"Regulations" means the Treasury Regulations promulgated under the Code, as the same may be amended or supplemented from time to time.

"Regulatory Allocations" has the meaning set forth in Section 1(i) of Exhibit B of this Agreement.

"Sale Transaction" shall mean (i) a transaction or series of transactions with a Person (including by way of merger, consolidation, sale of equity securities to a Person by one or more Members or similar transaction), the result of which is that the holders of the Company's voting securities immediately prior to such transaction or series of transactions own less than a majority of the combined voting power of the outstanding voting securities of the Company or the surviving or resulting entity, as the case may be, following the transaction or series of transactions, or (ii) a sale of all or substantially all of the assets of the Company.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Purchase Agreement" means that certain Securities Purchase Agreement, dated as of January 12, 2007, by and among the Company, the Class A Member and Kelly, pursuant to which the Class A Member purchased Class A Units.

"Senior Indebtedness" means Indebtedness of the Company under the Senior Loan Agreement.

"Senior Loan Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, by and between the Company and MBC Lender.

"**Tax Matters Partner**" has the meaning set forth in Section 12.1 of this Agreement.

"**Transfer**," with respect to any Units, means any sale, bequest, assignment, pledge, encumbrance or gift thereof or of any rights with respect thereto, or attempt to deliver a security interest therein or in any rights with respect thereto (whether with or without consideration and whether voluntarily or involuntarily or by operation of law).

"**Transferring Member**" has the meaning set forth in Section 8.4(a) hereof.

"**Units**" means the Class A Units, the Class B Units and the Class C Units.

"**Unpaid Preferred Return**" means, with respect to the Class A Member and any date, the Preferred Return as of such date, reduced by the aggregate amount of cash and the fair market value of any assets (net of any liabilities that such Class A Member is considered to assume or take subject to) distributed to such Class A Member on or prior to such date pursuant to Section 6.1(a)(i), Section 6.1(b)(i) and Section 6.2 (but only to the extent that such tax distributions are directly attributable to and reduce distributions pursuant to Section 6.1(a)(i) and 6.1(b)(i)), and Section 6.1(c) in respect of the Current Portion of the Preferred Return.

"**Unreturned Capital Contribution**" means, with respect to a Member and any date, such Member's Capital Contributions, reduced by the aggregate amount of cash and the fair market value of any assets (net of liabilities that such Member is considered to assume or take subject to) distributed to such Member (i) in the case of the Class A Member, pursuant to Section 6.1(b)(ii) and Section 6.2 (but only to the extent that such tax distributions are directly attributable to and reduce distributions pursuant to Section 6.1(b)(ii)) on or prior to such date and (ii) with respect to the Class B Member, pursuant to Section 6.1(b)(iii) and Section 6.2 (but only to the extent that such tax distributions are directly attributable to and reduce distributions pursuant to Section 6.1(b)(iii)) on or prior to such date.

ARTICLE II. FORMATION

2.1 Name. The name of the Company is Marconi Broadcasting Company, LLC.

2.2 Principal Office and Place of Business. The location of the principal office and place of business of the Company is 10 Shurs Lane, Suite 204, Philadelphia, Pennsylvania 19127. The Board of Managers may change the principal place of business and establish additional places of business as it deems necessary or desirable to conduct the business of the Company.

2.3 Registered Agent and Registered Office. The Company's agent for service of process shall be as set forth in the Company's Certificate of Formation and may be changed as provided in the Act as the Board of Managers may determine from time to time.

ARTICLE III. PURPOSE; POWERS OF THE COMPANY

3.1 Purpose. The purpose for which this Company is formed is to own and operate one or more radio stations, and to do any and all other things determined by the Board of Managers to be necessary, desirable or incidental to the foregoing purpose.

3.2 Powers of Company. The Company shall have all the powers permitted by law which are necessary or desirable in carrying out the purposes and business of the Company, including, but not limited to, the following:

(a) to transact business in any state or nation in which the Company may lawfully act, for itself or as principal, agent or representative for any Person, respecting the business of the Company;

(b) to enter into, make, perform and carry out, or cancel and rescind, contracts and other obligations for any lawful purpose pertaining to the business of the Company;

(c) to apply for, register, obtain, purchase or otherwise acquire trademarks, trade names, labels and designs relating to or useful in connection with any business of the Company, and to use, exercise, develop and license the use of the same;

(d) to employ on behalf of the Company legal counsel, accountants and other professional advisors with respect to any business of the Company;

(e) to compromise, submit to arbitration, sue on, and defend claims in favor of or against the Company; and

(f) to exercise all of the general rights, privileges and powers permitted by the provisions of the Act, as adopted or hereafter amended or supplemented.

ARTICLE IV. TERM

The existence of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of Delaware, and shall continue until the Company is dissolved pursuant to the provisions of this Agreement or as provided in the Act.

ARTICLE V. UNITS; CONTRIBUTIONS TO CAPITAL

5.1 Members; Units. The interests of the Members in the Company shall be divided into Units having the rights, preferences and privileges set forth in this Agreement. Units shall be evidenced by certificates in the form attached hereto as Exhibit C. The Units and the related certificates shall be considered securities and certificated securities in registered form governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware.

5.2 Capital Contributions. The Members have made the Capital Contributions in the amounts set forth on Exhibit A attached hereto.

5.3 No Obligation for Additional Capital Contributions. No Member shall be obligated to contribute any additional capital to the Company, even if failure to do so has an adverse effect on the Company's operations, except as may be provided in a written agreement signed by such Member. No Member shall have an obligation to restore any deficit in his or its Capital Account.

5.4 Withdrawal of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw or reduce his, her or its Capital

Contribution, to receive any distributions from the Company, to demand or receive any Company property other than cash, to receive any interest on his, her or its Capital Contribution or to have priority over any other Member, either as to the return of his, her or its Capital Contribution or as to Profits, Losses or distributions.

ARTICLE VI. DISTRIBUTIONS; ALLOCATION OF PROFITS AND LOSSES; CAPITAL ACCOUNTS

6.1 Distributions.

(a) Operating Cash Flow. Distributions of Operating Cash Flow shall be made in accordance with the following priorities, subject to Section 6.1(c), at such time or times as the Board of Managers determines:

(i) First, to the Class A Member, an amount equal to the Unpaid Preferred Return; and

(ii) Thereafter, (A) sixty percent (60%) to the Class A Member, (B) twenty-five percent (25%) to the Class B Member and (C) fifteen percent (15%) to the Class C Member.

(b) Capital Proceeds. Distributions of Capital Proceeds shall be made in accordance with the following priorities, subject to Section 6.1(c), at such time or times as the Board of Managers determines:

(i) First, to the Class A Member, an amount equal to the Unpaid Preferred Return;

(ii) Second, to the Class A Member, an amount equal to the Unreturned Capital Contributions of the Class A Member;

(iii) Third, to the Class B Member, an amount equal to the Unreturned Capital Contributions of the Class B Member; and

(iv) Thereafter, (A) sixty percent (60%) to the Class A Member, (B) twenty-five percent (25%) to the Class B Member and (C) fifteen percent (15%) to the Class C Member.

(c) The Company shall not make any distributions that would result in a breach of the Senior Loan Agreement or the Junior Loan Agreement. Notwithstanding Sections 6.1(a) and (b) hereof, the Company shall distribute the Current Portion of the Preferred Return to the extent of available Operating Cash Flow and to the extent permissible under the Senior Loan Agreement and the Junior Loan Agreement on or prior to the last day of each calendar quarter. In the event that the Current Portion of the Preferred Return is not paid on or before its due date, Kelly's compensation shall be reduced pursuant to the terms of the Kelly Employment Agreement, upon and during the continuance of such default. Unless otherwise agreed by the Class A Member and the Class C Member, the Company shall distribute Capital Proceeds within ten (10) business days of receipt of proceeds by the Company.

6.2 Tax Distributions. Notwithstanding Sections 6.1(a) and 6.1(b), but subject to Section 6.1(c), distributions in an amount sufficient to cover the federal, state, and local income tax liabilities, including estimated tax payments, of the Members with respect to their interests in the Company shall be made as a priority distribution to those described in Section 6.1 to the extent that the Company has available cash flow; provided however, that no distributions pursuant to this Section 6.2 shall be made unless the Company shall have distributed all Unpaid Preferred Return. Any such tax distributions shall reduce the amount of subsequent distributions which such Member would otherwise be entitled to receive pursuant to Section 6.1. The tax rate used to provide tax distributions, which may be set at the highest applicable rates, shall be applied to all Members, regardless of the actual tax rate of a particular Member.

6.3 Reserves. The Board of Managers, with the consent of the Class A Managers and the Class C Managers, may establish such reserves in such amounts and at such times as it deems necessary or advisable.

6.4 Distribution upon Dissolution. Upon dissolution of the Company, cash or other assets available for distribution shall be distributed pursuant to Article XI.

6.5 Allocations of Profits and Losses. Subject to the provisions of Exhibit B, for purposes of maintaining Capital Accounts and in determining the rights of the Members among themselves, the Company's Profits and Losses shall be allocated among the Members in a manner such that, as to each Member, the Capital Account of such Member, immediately after giving effect to such allocation is, as nearly as possible, equal (proportionately) to the amount of the distributions which would be made to such Member during such taxable year pursuant to Section 6.1(b), based on the assumptions that (i) the Company is dissolved and terminated, (ii) its affairs are wound up and each asset of the Company is sold for cash equal to its book value, (iii) all liabilities of the Company are satisfied (limited with respect to each nonrecourse liability to the book value(s) of the asset(s) securing such liability), (iv) the net assets of the Company are distributed in accordance with Section 6.1(b) to the Members immediately after giving effect to such allocation, and (v) such Member's share of Company Minimum Gain and Member Minimum Gain have been added to such member's Capital Account.

6.6 No Distributions in Kind. The Board of Managers may not cause the Company to make in-kind property distributions to the Members without the prior written consent of the Members.

6.7 Allocations in the Event of Transfer.

(a) If all or any Units are transferred in accordance with Article VIII hereof during any Fiscal Year, Profits, Losses, each item thereof and all other items attributable to such Units for such period shall be divided and allocated between the transferor and transferee on the basis of an interim closing of the Company's books.

(b) Solely for purposes of allocating Profits, Losses and each item thereof as set forth in Sections 6.5, the Company shall recognize the Transfer of such Units (other than in a collateral assignment as security for a loan) not later than the end of the calendar month during which the requirements of Article VIII hereof are satisfied. Neither the Board of Managers nor

the Company shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.7.

6.8 Capital Accounts.

(a) A "**Capital Account**" shall be maintained for each Member. Capital Accounts shall be maintained in accordance with Section 1.704-1(b)(2)(iv) of the Regulations. If the Board of Managers (including at least one Class A Manager and one Class C Manager) determines that it would be appropriate to maintain the economic arrangement among the Members, the book value of all Company properties may be adjusted to equal their respective gross fair market values as of the following times: (1) in connection with the acquisition of an interest in the Company by a new or existing Member for more than a de minimis capital contribution or as consideration for services provided to or for the benefit of the Company; (2) in connection with the liquidation of the Company as defined in Regulation Section 1.704-1(b)(2)(ii)(g); or (3) in connection with a more than de minimis distribution to a retiring or a continuing Member as consideration for all or a portion of his or its interest in the Company. In the event of a revaluation of any Company assets hereunder, the Capital Accounts of the Members shall be adjusted, including continuing adjustments for depreciation, to the extent provided in Regulation Section 1.704-1(b)(2)(iv)(f).

(b) No Member shall be required at any time to make any cash contribution to the Company by reason of any deficit balance in his, her or its Capital Account, and no such deficit balance shall increase or otherwise affect the liability of a Member to third parties.

6.9 Profits Interest. The Class C Units are intended to represent a Profits Interest. The parties acknowledge and agree that as of the issuance of the Class C Units, the holders of such Units would not receive a share of the distributions in respect of such Units pursuant to Section 11.2(b) hereof if the Company's assets were sold at fair market value and the proceeds were then distributed in a complete liquidation of the Company. Accordingly, the parties acknowledge that the Class C Units have no determinable value at the time of issuance and agree that issuance of receipts of such Profits Interests shall be treated consistently with this Section 6.9 for all tax and reporting purposes.

ARTICLE VII. MANAGEMENT; RIGHTS, POWERS AND OBLIGATIONS OF THE MEMBERS

7.1 Management of Company. The powers of the Company shall be exercised by and under the authority of, and the business and affairs of the Company shall be managed under the direction of, a group of managers (each, a "**Manager**" and collectively, the "**Board of Managers**"). Except as specifically authorized by the Board of Managers, no Member, in his, her or its capacity as such, shall have the authority to bind the Company.

7.2 Composition of Board of Managers. The Board of Managers shall consist of no more than six (6) Managers, with the actual number of Managers determined by the number of Managers appointed by the Members in accordance with this Section 7.2. The Managers shall be elected as follows:

(a) The Class A Member shall have the right to appoint two Managers (the "**Class A Managers**"). The Class A Member hereby designates Eric L. Blum and Joseph A. Breen, Jr. to serve as the Class A Managers.

(b) The Class B Member shall have the right to appoint one Manager (the "**Class B Manager**"). Unless waived in writing by the Class A Member and the Class C Member, the Class B Member shall designate Kelly as the Class B Manager (unless Kelly shall be unavailable due to death, incapacity or disability). The Class B Member hereby designates Kelly as the Class B Manager.

(c) The Class C Member shall have the right to appoint two Managers (the "**Class C Managers**"). The Class C Member hereby designates Joseph Kestenbaum to serve as one of the Class C Managers.

(d) Each Manager shall serve as Manager until his or her death, resignation, retirement, disqualification or removal in accordance with this Agreement.

(e) Any Manager may be removed at any time, with or without cause, by the Member or Members entitled to elect or appoint such Manager.

7.3 Voting Power of Managers.

(a) All actions of the Board of Managers shall require the approval of the Managers holding a majority of the voting power of the Managers. The respective voting powers of the Class A Managers, the Class B Manager and the Class C Managers shall be as set forth in this Section 7.3.

(b) On or immediately after the date hereof, the Company shall file a FCC Form 315 with the FCC (the "**Marconi Form 315**") requesting transfer of control of the Company according to the Percentage Interest ownership of the Members set forth in Exhibit A attached hereto, and as further set forth in this subsection (c) below. Until such time as the Marconi Form 315 is approved by the FCC, the respective voting power of the Managers shall remain as follows: (i) the voting power of the Class A Managers shall be 40%, (ii) the voting power of the Class B Manager shall be 60% and (iii) the voting power of the Class C Managers shall be 0%.

(c) Effective immediately upon the FCC's grant of consent with respect to the Marconi Form 315, the respective voting powers of the Managers shall be adjusted as follows: (i) the voting power of the Class A Managers shall be 60%, (ii) the voting power of the Class B Manager shall be 25% and (iii) and the voting power of the Class C Managers shall be 15%.

(d) Within five (5) business days of the effective time of the change of control pursuant to the Marconi Form 315 (the "**Marconi Form 315 Effective Time**"), the Company shall file a FCC Form 315 with the FCC (the "**Class C Form 315**") requesting transfer of control of the Company as follows: (i) the voting power of the Class A Managers shall be 24%, (ii) the voting power of the Class B Manager shall be 25% and (iii) the voting power of the Class C Managers shall be 51%. Effective upon delivery of a Notice of Event of Noncompliance by the Class C Member to the Class A and Class B Members, the Company shall notify, in writing, the

FCC that the Class C Form 315 is effective and the Managers shall be vested with the voting powers set forth in the immediately preceding sentence. The Class C Member's right to deliver a Notice of Event of Noncompliance pursuant to the immediately preceding sentence shall terminate at such time as the Senior Loan shall have been paid in full in cash and the Senior Loan Agreement shall have been terminated.

(e) Notwithstanding anything to the contrary contained in this Agreement, neither the Company nor any Member will take any action pursuant to this Agreement or the Senior Loan Agreement and related security documents which would constitute or result in any assignment of an FCC License or any change of control of the ownership or management of the Station (as defined in the Senior Loan Agreement) if such assignment of FCC License or change of control would require under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such approval of the FCC. The Company agrees to take any action which the Class A Member or Class C Member may reasonably request in order to obtain and enjoy the full rights and benefits granted to them by this Agreement, including specifically, at the Company's own cost and expense, the use of its commercially reasonable efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Agreement which is then required by law.

7.4 Powers. Rights and powers of the Board of Managers, by way of illustration but not by way of limitation, shall include the right and power to:

(a) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company; acquire, secure or dispose of investments, including, without limitation, selling and otherwise disposing of assets of the Company, borrowing funds, executing contracts, bonds, guarantees, notes, security agreements, mortgages and all other instruments to effect the purposes of this Agreement; and execute any and all other instruments and perform any acts determined to be necessary or advisable to carry out the intentions and purposes of the Company.

(b) Subject to the limitations imposed by this Agreement, admit additional Members in substitution of Members disposing of their Units.

(c) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company and in raising additional capital, including, without limitation, reasonable brokers' and underwriters' commissions, legal and accounting fees, license and franchise fees (it being understood that all expenses incurred in the creation of the Company and the commencement of the Company business shall be borne by the Company); and compromise, arbitrate or otherwise adjust claims in favor of or against the Company and to commence or defend against litigation with respect to the Company or any assets of the Company as deemed advisable, all or any of the above matters being at the expense of the Company; and to execute, acknowledge and deliver any and all instruments to effect any and all of the foregoing.

(d) Purchase goods or services from any corporation or other form of business enterprise, whether or not such corporation or business enterprise is owned or controlled by, or affiliated with, the Board of Managers or Members, including management services at the usual

and customary rates prevailing in the management industry from time to time for similar services.

(e) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to carry out the purposes and business of the Company, the cost and expense thereof and incidental thereto to be borne by the Company.

7.5 Duties. The Board of Managers shall manage the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as they shall, in their discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs.

7.6 Restrictions on Powers.

(a) The Company shall not have the right, power or authority to take any of the following actions, directly or indirectly, without the prior written approval of the Class A Member or the Class A Managers and the Class C Member or the Class C Managers:

(i) authorize or permit the issuance of any Units, any securities convertible into Units, or options or warrants to purchase any Units or such convertible securities;

(ii) authorize or permit any transaction, either directly or indirectly, with any Member or Affiliate of the Company other than the Kelly Employment Agreement and the transactions contemplated thereunder;

(iii) authorize or permit any amendment, modification or any change to the Certificate of Formation or this Agreement; or

(iv) authorize or permit the redemption or repurchase by the Company of Units, any securities convertible into Units, options or warrants to purchase any Units or such convertible securities, other than pursuant to Article IX.

(v) incur, create, assume, guarantee, become or be liable in any manner with respect to, or permit to exist, directly or indirectly, any Indebtedness (other than the Permitted Indebtedness);

(vi) engage in or consummate or enter into any agreement involving any sale of a material amount of the assets of the Company, any merger, conversion, consolidation, business combination of any type, liquidation, dissolution or reorganization or any similar transaction involving the Company;

(vii) increase the number of Managers comprising the Board of Managers to more than six (6) Managers or, except as otherwise provided in Section 7.3, adjust the voting powers of the Managers; or

(viii) extend any loan or advance to any Person (other than trade credit or loans or advances to employees that are not Affiliates of the Company or the Class B Member in the ordinary course of business).

7.7 Meetings of the Board of Managers. The Board of Managers shall meet at least four (4) times a year for the purpose of organization and consideration of any business that may properly be brought before the meeting. Meetings of the Board of Managers may be called for any purpose or purposes at any time by any Manager. Notice of the time and place of meetings (or whether such meeting shall be telephonic) shall be delivered personally or by telephone to each Manager no more than ten (10) business days before the date fixed for a meeting; provided that any special meeting may be held upon two (2) business day's notice.

7.8 Written Actions. On any matter that is to be voted on, consented to or approved by the Board of Managers, the Board of Managers may take such action without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers entitled to vote thereon were present and voted; provided, however, that any such consent that is not executed by any Manager must be delivered to such Manager and the Member entitled to appoint such Manager no less than five (5) business days prior to the effective date of such consent. Such consent shall have the same force and effect as a vote of the signing Managers at a meeting of the Board of Managers.

7.9 Liability of Managers. In carrying out their duties hereunder, the Managers shall not be liable for money damages for breach of fiduciary duty to the Company nor to any Member for their good faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for their own willful or fraudulent misconduct or willful breach of their contractual or fiduciary duties under this Agreement.

7.10 Reimbursement. All expenses incurred with respect to the operation and management of the Company shall be borne by the Company, and the Managers shall be entitled to reimbursement from the Company for reasonable out of pocket expenses allocable to the operation and management of the Company.

7.11 Officers. The Board of Managers may appoint such officers and assistant officers as the Board of Managers may from time to time deem advisable. None of the officers need be a Member. Any two or more offices may be held by the same person. Any agreement or instrument may be executed on behalf of the Company or by any officer so authorized by the Board of Managers.

7.12 Meetings of the Members. The Class A Member, the Class B Member or the Class C Member may call a meeting of the Members by delivering written notice to the Board of Managers. Not less than five (5) nor more than sixty (60) days before the date fixed for a meeting, written notice stating the time and place of the meeting shall be given by the Board of Managers to each Member. The notice shall be sent by personal delivery or by certified mail, return receipt requested, to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which notice is given, or, if a record date is duly fixed,

as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company.

7.13 Quorum; Adjournment. Except as may otherwise be provided by law, at any meeting of the Members, the Class A Member, the Class B Member and the Class C Member, either present in person or by proxy, shall constitute a quorum for such meeting.

7.14 Proxies. Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.

7.15 Voting. Each Class A Unit, Class B Unit and Class C Unit shall carry the right to one (1) vote per Unit at any meeting of the Members or written consent thereof. Except as may otherwise be provided in this Agreement with respect to certain actions that require the separate vote of the Class A Member and the Class C Member, all actions of the Members shall be taken by the affirmative vote of Members holding at least a majority of the Class A Units, Class B Units and Class C Units, voting as a single class.

7.16 Written Actions. On any matter that is to be voted on, consented to or approved by members, the Members may take such action without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted; provided, however, that any such consent that is not executed by any Member must be delivered to such Member no less than five (5) business days prior to the effective date of such consent. Such consent shall have the same force and effect as a vote of the signing Members at a meeting duly called and held pursuant to this Article VII.

7.17 Private Debts. Each Member shall at all times duly and punctually pay and discharge his, her or its separate and private debts and engagements, whether existing or future, and keep indemnified therefrom, and from all actions, proceedings, costs, claims, liabilities and demands in respect thereof (including, without limitation, Bankruptcy proceedings), the Company, the Company property and the other Members.

7.18 Other Business Interests. The Class A Member, the Class A Managers, the Class C Member and the Class C Managers may engage in or possess an interest in other business ventures of any nature or description, independently or with others, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, shall not be deemed wrongful or improper.

7.19 Indemnification.

(a) General Provisions. Except as otherwise set forth herein, the Managers, the Members, officers of the Company, members of any committee, and their respective Affiliates, officers, agents and employees (each herein referred to as an "**Indemnitee**"), shall be

indemnified, held harmless and defended by the Company (out of Company assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including reasonable attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which the Indemnitee may be a party or otherwise involved, or with which the Indemnitee may be threatened, by reason of any action or omission of the Indemnitee (or the Indemnitee's employee) in connection with the conduct of Company affairs. Such indemnification extends to the Indemnitee in its capacity, at the time the cause of action arose or thereafter, as a Manager, a Member, an officer of the Company, member of any committee or as a director, officer, partner, employee or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor, which other organization the Indemnitee (or its employee) serves in such capacity at the request of the Company (whether or not the Indemnitee or its employee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened). The indemnification set forth herein shall not extend with respect to actions or omissions of the Indemnitee (or its employee) which shall have been finally adjudicated (by settlement or otherwise) in any such action, suit or proceeding to have constituted fraud or willful misconduct. In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement. The foregoing right of indemnification shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

(b) Advance Payment of Expenses. The Company shall pay the expenses incurred by an Indemnitee in defending a civil or criminal action, suit or proceeding, or in opposing any claim arising in connection with any potential or threatened civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such Indemnitee to repay such payment if he, she or it shall be determined to be not entitled to indemnification therefor as provided herein; *provided, however,* that in such instance the Indemnitee is not commencing an action, suit or proceeding against the Company, or defending an action, suit or proceeding commenced against him, her or it by the Company or any Member thereof or opposing a claim by the Company or any Member thereof arising in connection with any such potential or threatened action, suit or proceeding.

(c) Insurance. The Company may purchase and maintain insurance with such limits or coverages as the Board of Managers reasonably deems appropriate, at the expense of the Company and to the extent available, for the protection of any Indemnitee against any liability incurred by such Indemnitee in any such capacity or arising out of its status as such, whether or not the Company has the power to indemnify such Indemnitee against such liability. The Company may purchase and maintain insurance for the protection of any officer, director, employee, consultant or other agent of any other organization in which the Company owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify him, her or it against such liabilities. Any amounts payable by the Company to an Indemnitee pursuant to Section 7.19(a) shall be payable first from the proceeds of any insurance recovery pursuant to policies purchased by the Company and then from the other assets of the Company; provided, that the foregoing shall not affect the

Company's obligation to advance expenses pursuant to Section 7.19(b) in circumstances in which the insurance company which has issued such policy will not advance such expenses.

7.20 Holding of Assets. All property of the Company, whether real, personal or mixed, owned by the Company shall be held in the name of the Company.

7.21 Transactions of Members with the Company. Subject to any limitations set forth in this Agreement, the Securities Purchase Agreement, the Investor Rights Agreement, the Senior Loan Agreement and the Junior Loan Agreement and with the prior approval of the Board of Managers, a Member, his, her or its Affiliates or any of their respective shareholders, partners, employees or direct or indirect members may lend money to and transact other business with the Company. Any such transaction shall be done on an arm's length basis. Such Member has the same rights and obligations with respect thereto as a Person that is not a Member.

ARTICLE VIII. TRANSFER OF UNITS AND ADDITIONAL MEMBERS

8.1 Prohibited Transfers. The Class B Member shall not Transfer his, her or its Units, or enter into any agreement as a result of which any person shall become interested with him, her or it in the Company without the prior written consent of the Class A Member and the Class C Member, except for (i) any Transfer in compliance with Section 8.4 (Co-Sale Right) and (ii) a Transfer of Class B Units to: (A) Kelly's spouse, children, parents or siblings (collectively, "**Family Members**"); (B) his estate; (C) any trust solely for his benefit and/or any Family Member(s) and of which he and/or any such Family Member(s) is the trustee or are the trustees; or (D) any partnership, corporation or limited liability company which is wholly owned and controlled by him and/or any such Family Member(s); which, in the aggregate, do not result in Kelly, directly or indirectly, owning and controlling less than a majority of the outstanding Class B Units; provided however that any Class B Units Transferred by Kelly pursuant to the foregoing clause (ii) of this Section 8.1 shall be subject to a voting agreement, in form and substance satisfactory to the Class A Member and the Class C Member, vesting all voting rights with respect to such Units in Kelly.

8.2 Condition Precedent to Admission of Substitute Member. Except as otherwise provided in Section 8.1, no person to whom a Unit is transferred shall be substituted as a new Member in place of the transferring unless (a) such Transfer is in compliance with the terms of this Agreement and (b) the transferor agrees, in a writing delivered to the Board of Managers, to assume all of the obligations and undertakings of the transferor Member under this Agreement.

8.3 Nonrecognition of an Unauthorized Transfer. The Company will not be required to recognize the membership interest in the Company of any assignee or transferee who has obtained a purported Unit as the result of a Transfer that is not in compliance with this Agreement. If there is a doubt as to ownership of a Unit or who is entitled to distributable cash or liquidating proceeds, the Board of Managers may accumulate distributable cash or liquidation proceeds until the issue is resolved to the satisfaction of the Board of Managers.

8.4 Co-Sale Right.

(a) If any Class B Member (the "**Transferring Member**") at any time proposes to Transfer any of his, her or its Units (other than with respect to any Transfers by

Kelly pursuant to clause (ii) of Section 8.1), then, as a condition precedent thereto, such Transferring Member shall afford the Class A Member and the Class C Member the right to participate in such Transfer in accordance with this Section 8.4. A Transferring Member may only Transfer Units pursuant to this Section 8.4 if the Class A Member would realize, in full, the Class A IRR Hurdle in connection with the exercise of its rights under this Section 8.4.

(b) If a Transferring Member wishes to Transfer any of his, her or its Units, he, she or it shall give written notice to the Class A Member and the Class C Member (a "**Notice of Transfer**") not less than thirty (30) nor more than sixty (60) days prior to any proposed Transfer of any such Units. Each such Notice of Transfer shall:

(i) include a fully executed copy of the purchase agreement pursuant to which the Transferring Member proposes to sell Units, which such purchase agreement shall specify in reasonable detail (1) the number and class of Units which the Transferring Member proposes to Transfer, (2) the identity of the proposed transferee or transferees of such Units, (3) the time within which, the aggregate purchase price at which, and all other terms and conditions upon which, the Transferring Member proposes to Transfer such Units, and (4) a representation that such proposed transferees have been informed of the co-sale rights provided for in this Section 8.4 and have agreed to purchase the shares in accordance with the terms hereof;

(ii) make explicit reference to this Section 8.4 and state that the right of the Class A Member and the Class C Member to participate in such Transfer under this Section 8.4 shall expire unless exercised within thirty (30) days after receipt of such Notice of Transfer; and

(iii) contain an irrevocable offer by the Transferring Member and the proposed transferee to the Class A Member and the Class C Member to participate in the proposed Transfer to the extent provided in Section 8.4.

(c) Each of the Class A Member and the Class C Member shall have the right to participate in the proposed Transfer by transferring to the proposed transferee or transferees up to that number of Units owned by such Member which is equal to such Member's Percentage Interest (or, if such Member shall elect, any lesser percentage) of the Units proposed to be transferred by the Transferring Member, on the same terms and conditions as are applicable to the proposed Transfer by the Transferring Member, subject to adjustment so that the sales proceeds are apportioned to each Unit sold in amounts that reflect the amount which would be distributable with respect to such Unit pursuant to Section 6.1(b) if the Company's assets had been sold for the valuation established by such sale (and, if and to the extent the Class A Member and/or the Class C Member shall exercise such right, then the number of Units to be sold by the Transferring Member in such transaction shall be correspondingly reduced).

(d) Each of the Class A Member and the Class C Member must notify the Transferring Member within thirty (30) days after receipt of the Notice of Transfer if it desires to accept such offer and to Transfer any of the Units owned by such Member in accordance with this Section 8.4. The failure of the Class A Member or the Class C Member to provide such notice within such 30-day period shall, for the purposes of this Section 8.4, be deemed to constitute a waiver by such Member of its right to sell any of its Units in connection with the proposed Transfer described in such Notice of Transfer. The Class A Member and the Class C

Member shall not be obligated to sell any Units pursuant to this Section 8.4. Any and all sales of Units by the Class A Member and the Class C Member pursuant to this Section 8.4 shall be made concurrently with the sale of Units by the Transferring Member. The transferee in connection with any such Transfer shall be subject to the terms of this Agreement and shall execute a counterpart signature page to this Agreement at the closing of the Transfer of such Units.

(e) If the Transfer described in any Notice of Transfer is not consummated within ninety (90) days following the date upon which such Notice of Transfer is given or if there is any change in the terms pursuant to which such Transfer is to be consummated, then, prior to consummating such Transfer, the Transferring Member must again comply with the provisions of this Section 8.4.

8.5 Additional Members. Subject to the terms of this Agreement, the Company may admit additional members, with the approval of the Board of Managers. The Board of Managers may impose such terms and conditions to admission as it shall deem necessary and advisable, including, without limitation, requiring any such new member to execute and deliver a counterpart signature page to this Agreement.

8.6 Sale Transaction. In the event of a Sale Transaction, the Class A Member shall have the right (but not the obligation), to exercise upon notice to the Company and the Class B Member, to require that the sale proceeds be adjusted and apportioned among the Members in amounts that reflect the amounts which would be distributed to the Members pursuant to Section 6.1(b) if the Company's assets had been sold for the valuation established by such Sale Transaction.

ARTICLE IX. REDEMPTION

9.1 Right of Redemption by Class A Member. At any time after the later of (i) the repayment in full of the Senior Loan and (ii) the fifth anniversary of the initial purchase of the Class A Units, the Class A Member shall have the right to require the Company to redeem all of the Class A Units pursuant to this Article IX. In the event that the Class A Member wishes to exercise its redemption rights hereunder, it shall deliver written notice to the Company of its intention to have Class A Units redeemed (a "**Notice of Redemption**"). The redemption price payable to the Class A Member upon such a redemption (the "**Class A Redemption Price**") shall equal the sum of: (a) the Unpaid Preferred Return, (b) the Unreturned Capital Contributions of the Class A Member, and (c) the Class A Common Value (the sum of the Unpaid Preferred Return and the Unreturned Capital Contributions of the Class A Member is referred to as the "**Preferred Class A Redemption Amount**"). Unless the Company and the Class A Member otherwise agree to a value, the "**Fair Market Value**" of the Company shall be determined by an independent investment bank or appraisal firm of recognized national standing experienced in conducting valuations of businesses similar to the Company or of properties of the kind held by the Company (the "**Bank**") selected by the Class A Member and reasonably acceptable to the Company. The Bank shall be instructed to render a determination of the Fair Market Value of the Company as of the date of the Notice of Redemption. The Fair Market Value of Company shall be determined on the basis of the amount at which Company property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and when both parties are able, as well as willing, to engage in the

transaction, and are well-informed about the Company. Any determination of the Fair Market Value hereunder shall be binding and enforceable upon the Company and the Class A Member.

9.2 Class C Member Right to Participate in Redemption. Upon the final determination of the Fair Market Value of the Company in accordance with Section 9.1, the Company shall notify, in writing, the Class C Member (the "**Class C Redemption Notice**") of its receipt of the Notice of Redemption, the Fair Market Value of the Company determined pursuant to Section 9.1 and the redemption price payable to the Class C Member. The redemption price payable to the Class C Member pursuant to this Article IX (the "**Class C Redemption Price**") shall equal the Class C Common Value. The Class C Member shall have the right to require the Company to redeem all of the Class C Units pursuant to this Article IX. If the Class C Member desires to exercise its rights to participate in such redemption, it shall have a period of twenty (20) days from the date of receipt of the Class C Redemption Notice to give the Company and the Class A Member written notice that it elects to participate in such redemption.

9.3 Redemption Procedures. The Company shall redeem all of the Class A Units and, if applicable, the Class C Units, at a closing that shall take place on the date set forth in the Notice of Redemption, which date shall be no later than sixty (60) days after the determination of the Fair Market Value of the Company pursuant to Section 9.1 above. If the Company does not have sufficient funds to redeem all of the Class A Member's Units and, if applicable, all of the Class C Member's Units, in cash at such closing, the Company shall be required to pay to the Class A Member and, if applicable, the Class C Member at such closing cash in an amount equal to one-third (1/3rd) of the aggregate of the Class A Redemption Price and, if applicable, the Class C Redemption Price (the "**One-Third Cash Amount**"); provided, however, that, in the event that the Class C Member is participating in such redemption, the Class A Member shall be paid the Preferred Class A Redemption Amount in full from the One-Third Cash Amount, and any balance remaining after payment in full of the Preferred Class A Redemption Amount shall be paid to the Class A Member and Class C Member on a pro rata basis based on the outstanding balances then owed to them in connection with the redemption. With respect to any amounts owing to the Class A Member and the Class C Member following the Company's payment of the One-Third Cash Amount, the Company shall execute and deliver to each of the Class A Member and the Class C Member a promissory note (each, a "**Redemption Note**") in the principal amount of the balance of the aggregate Class A Redemption Price or the aggregate Class C Redemption Price, as the case may be. The term of each Redemption Note shall be two years. The Redemption Note shall accrue on the outstanding principal balance at the annual rate of twelve and one-half percent (12.5%) and shall be due and payable monthly in arrears. The Company shall make twenty four equal monthly installments under the Redemption Notes. Until such time as the Preferred Class A Redemption Amount has been paid in full, such monthly principal payments (or applicable portion thereof) shall be paid to the Class A Member, and, after the Preferred Class A Redemption Amount has been paid in full, such monthly payments (or portion thereof) shall be paid to the Class A Member and the Class C Member pro rata based on the outstanding principal amount of their respective Redemption Notes. All costs and expenses related to any redemption pursuant to this Article IX, including without limitation, the fees and expenses of the Bank shall be borne by the Company.

9.4 Redemption Default. If the Company for any reason defaults on its obligation to redeem the Class A Member's Units or the Class C Member's Units in accordance with this

Article IX or defaults on its obligations under a Redemption Note (a "**Redemption Default**"), then, notwithstanding anything to the contrary contained herein, (i) the Company may not incur any Indebtedness for money borrowed (unless the proceeds of such incurrence of Indebtedness are used to cure the Redemption Default) without the prior affirmative vote or written consent of the Class A Member and the Class C Member, (ii) each outstanding Redemption Note shall accrue interest at the annual rate of eighteen percent (18%), and (iii) the provisions of Section 7.3(b) or (c) shall apply.

ARTICLE X. WITHDRAWAL

10.1 Withdrawal. A Member may not withdraw voluntarily from the Company without the prior approval of the Board of Managers.

ARTICLE XI. DISSOLUTION AND WINDING UP OF THE COMPANY

11.1 Dissolution of the Company. The Company shall be dissolved upon the first to occur of any of the following events:

(a) The determination of Board of Managers, including the Class A Managers and the Class C Managers, to voluntarily dissolve the Company; or

(b) An order by a court of competent jurisdiction decrees that the Company be dissolved.

11.2 Winding Up of the Company. Upon a dissolution of the Company, the Board of Managers shall take full account of the Company's assets and liabilities; the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof and as shall be necessary to timely make the distributions below described; and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, including establishment of any necessary contingency reserves;

(b) Second, to the Members in accordance with Section 6.1(b).

ARTICLE XII. TAX MATTERS

12.1 Tax Matters Partner. MBC Investment is designated as the "**tax matters partner**" of the Company as that term is defined by Code Section 6231(a)(7). If it should fail or refuse to act as such, then the Board of Managers shall designate another of its Members as the tax matters partner.

12.2 Taxation. The Company and its Members shall be taxed, for federal income tax purposes, as though the Company were a partnership.

12.3 Fiscal Year. The "**Fiscal Year**" of the Company shall be the calendar year or another year if required by the Code.

12.4 Company Funds. All funds of the Company shall be deposited in its name in a separate bank account or accounts or in an account or accounts of a savings and loan association or brokerage firm as shall be determined by the Board of Managers.

ARTICLE XIII. MISCELLANEOUS

13.1 Amendments. No amendment of this Agreement shall be made unless in a writing and executed by Kelly, the Class A Member and the Class C Member.

13.2 Notices.

(a) Except as otherwise provided herein, any notice to be given under this Agreement shall be made in writing and sent by express, registered or certified mail, return receipt requested, postage prepaid, facsimile (in which case a confirmed copy shall be sent on the same date by first class mail), or commercial delivery service, addressed as set forth below:

(A) If to the Company:

Marconi Broadcasting Company, LLC
10 Shurs Lane
Philadelphia, PA 19127
Attention: Thomas Kelly

(B) If to any Member, such notice shall be mailed to the address of the Member appearing on Exhibit A hereto.

(b) Any Member may change the address to which notice is to be sent by giving notice of such change to the Company in conformity with this Section 13.2.

(c) Any such notice shall be deemed to be delivered, given and received for all purposes as of the date delivered if delivered by a commercial delivery service or by confirmed fax, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by express, registered or certified mail.

13.3 Governing Law; Venue and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware as interpreted by the courts of such state, notwithstanding any rules regarding choice of law to the contrary. Each Member agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or his or its successors or assigns shall be brought and determined exclusively in the state and federal courts of the State of Delaware, and submits with regard to any such action or proceeding for himself or itself and in respect to his or its property, generally and unconditionally, to the exclusive jurisdiction of such courts, and agrees that service of process in any such action or proceeding shall be effective if mailed to such party as provided in Section 13.2. Each Member hereto irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement (a) any claim that he or it is not personally subject to the jurisdiction of such courts for any reason, (b) that his or its property is exempt or immune from jurisdiction of any court or from any legal process

commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

13.4 Binding Nature of Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Members and their personal representatives, successors and permitted assigns.

13.5 Additional Members. Each substitute, additional or successor Member shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments and in such manner, as the Board of Managers shall determine in accordance with the terms of this Agreement. By so signing, each substitute, additional or successor Member, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement.

13.6 Validity. In the event that all or any portion of any provision of this Agreement shall be held to be invalid, such invalidity shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

13.8 Indulgences, Etc. Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

13.9 Execution in Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument.

13.10 Paragraph. The paragraph headings in this Agreement are for convenience only, form no part of this Agreement, and shall not affect its interpretation.

13.11 Number of Days. In computing the number of days for the purpose of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; *provided, however,* that if the final day of any time period falls on a Saturday, Sunday or holiday, then such final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

13.12 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

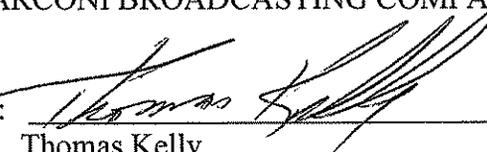
13.13 Corporate Authority. Any corporation or trust signing this Agreement represents and warrants that the execution, delivery and performance of this Agreement by such corporation or trust has been duly authorized by all necessary corporate or trustee action.

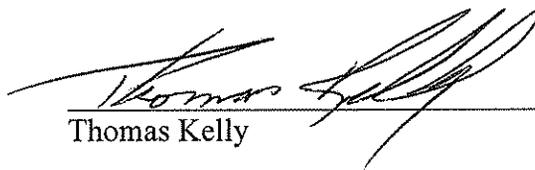
13.14 Third Party Beneficiaries. Notwithstanding anything herein to the contrary, no provision of this Agreement is intended to benefit any party other than the Members hereto and their successors and assigns in the Company and shall not be enforceable by any other party, provided however, that an Indemnitee may enforce his, her or its right to indemnification pursuant to Section 7.19 of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amended and Restated Limited Liability Company Agreement as of the day and year first above written.

MARCONI BROADCASTING COMPANY, LLC

By: 
Thomas Kelly
President


Thomas Kelly

MBC INVESTMENT, L.P.

By: MBC General Partner, LLC,
its general partner

By: _____
Eric L. Blum
Chief Executive Officer

MBC LENDER, LLC

By: _____
Name: Joseph Kestenbaum
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amended and Restated Limited Liability Company Agreement as of the day and year first above written.

MARCONI BROADCASTING COMPANY, LLC

By: _____
Thomas Kelly
President

Thomas Kelly

MBC INVESTMENT, L.P.

By: MBC General Partner, LLC,
its general partner

By: _____
Eric L. Blum
Chief Executive Officer

MBC LENDER, LLC

By: _____
Name: Joseph Kestenbaum
Title: President and Chief Executive Officer

[Signature Page to Second Amended and
Restated Limited Liability Company Agreement]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amended and Restated Limited Liability Company Agreement as of the day and year first above written.

MARCONI BROADCASTING COMPANY, LLC

By: _____
Thomas Kelly
President

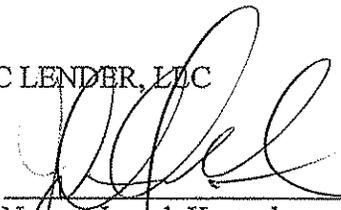
Thomas Kelly

MBC INVESTMENT, L.P.

By: MBC General Partner, LLC,
its general partner

By: _____
Eric L. Blum
Chief Executive Officer

MBC LENDER, LLC

By:  _____
Name: Joseph Kestenbaum
Title: President and Chief Executive Officer

[Signature Page to Second Amended and
Restated Limited Liability Company Agreement]

EXHIBIT A

<u>Member</u>	<u>Capital Contributions</u>	<u>Units</u>
MBC Investment, L.P. 2929 Arch Street, Suite 675 Philadelphia, PA 19104	\$2,500,000	144,000 Class A Units
Thomas Kelly 139 East Hathaway Lane Havertown, PA 19083	\$1,100,000	60,000 Class B Units
MBC Lender, LLC c/o Marsh Hawk Capital Management, LLC 625 West Ridge Pike Building E, Suite 120 Conshohocken, PA 19428	\$0	36,000 Class C Units

EXHIBIT B

SPECIAL ALLOCATIONS

1. Special Tax Allocations.

(a) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5), or (6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 1(a) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Exhibit B and Article VI hereof have been tentatively made as if this Section 1(a) were not in the Agreement.

(b) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company Fiscal Year that is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the next to last sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 1(b) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 1 have been tentatively made as if Section 1(a) hereof and this Section 1(b) were not in the Agreement.

(c) Loss Limitation. The Losses allocated pursuant to Article VI hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Article VI hereof, the limitation set forth in this subsection (c) shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(d) Company Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of Article VI hereof, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 1(d) is intended to comply with the minimum gain chargeback

requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(e) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of Article VI hereof, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 1(e) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be allocated in accordance with each Member's respective Percentage Interest.

(g) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(h) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall 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 shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section 1.704-1(b)(2)(iv)(m) of the Regulations.

(i) Curative Allocations. The "Regulatory Allocations" consist of the allocations pursuant to Sections 1(a) through 1(g) hereof. Notwithstanding any other provision of this Agreement, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred. In making such curative allocations, the Board of Managers may take into account future Regulatory Allocations which, although not yet made, are likely to be made in the future

and shall make them only to the extent it considers them appropriate in order to carry out the intended economic arrangement among the Members.

2. Other Allocations Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deductions, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.

(c) The Members are aware of the income tax consequences of the allocations made by this Exhibit B and hereby agree to be bound by the provisions of this Exhibit B in reporting their shares of Company income and loss for income tax purposes.

3. Tax Allocations: Code Section 704(c). Tax allocations shall follow allocations to Capital Accounts, except as otherwise provided for in this Section 3 or required under Code Section 704 and the Regulations thereunder. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.