

DUPAGE RADIO, LLC  
WCKG AM  
1120 E Diehl Road  
Naperville IL 60563

November 1, 2015

Federal Communication Commission  
445 12th Street SW  
Washington, DC 20554

Re: **FCC 301 – Construction Permit for WCKG AM: Multiple Ownership under 47 C.F.R. § 73.3555(a) and small business eligibility as set forth in 13 C.F.R. § 121-201.**

Dear Sirs:

This letter is to confirm the claim that radio station WCKG AM, owned and operated by Dupage Radio, LLC (the "Applicant"), broadcasts in the Chicago, IL metropolitan radio market (the "Market"). The Market has over 45 full-power, commercial and noncommercial radio stations as demonstrated on the attached list of Market stations.

The undersigned, an authorized representative of the Applicant, confirms and represents the claim that neither Duapge Radio, LLC nor any of its members hold an interest in more than eight (8) commercial radio stations in total or more than five (5) commercial AM stations either in or out of the Market. In fact, aside from WCKG AM, none of the applicable parties hereto hold an interest in any other media outlet.

With regard to Applicant's status as an "eligible entity," under the Small Business Administration's size standards as set forth in 13 C.F.R. § 121-201, the Applicant confirms and represents that all parties to the application control one hundred percent (100%) of the voting interest in Dupage Radio, LLC and that Dupage Radio, LLC is the sole owner of the media outlet, WCKG AM. Further, Duapge Radio, LLC is owned in its entirety by Matthew Dubiel and Arthur Dubiel, as individuals. As such, the Applicant meets or exceeds the qualification criteria of an "eligible entity." Applicant submits a copy of the Operating Agreement for Dupage Radio, LLC as further evidence of the representations made herein.

If you have any questions or concerns about these claims, statements and representations, I can be contacted at [matt@wckg.com](mailto:matt@wckg.com)

Best regards.

Very truly yours,

**DUPAGE RADIO, LLC**

Matt Dubiel,  
Managing Member

11/9/15

Encl (2)

**Secretary of State Jesse White**  
Department of Business Services  
Limited Liability Division  
www.cyberdriveillinois.com

**Filing Fee:** \$500  
**Expedited Fee:** \$100  
**Approved By:** REH

**FILED**  
**SEP 04 2013**  
**Jesse White**  
**Secretary of State**

1. Limited Liability Company Name: DUPAGE RADIO LLC
2. Address of Principal Place of Business where records of the company will be kept:  
1750 W. OGDEN AVENUE #5502  
NAPERVILLE, IL 60540
3. Articles of Organization effective on the filing date.
4. Registered Agent's Name and Registered Office Address:  
  
MATTHEW J. DUBIEL  
1750 W. OGDEN AVE, SUITE 5502  
NAPERVILLE, IL 60540
5. Purpose for which the Limited Liability Company is organized:  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. The Limited Liability Company is managed by the manager(s).  
  
DUBIEL, MATTHEW J.  
1750 W. OGDEN AVE, SUITE 5502  
NAPERVILLE, IL 60540

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 04, 2013

MATTHEW J. DUBIEL  
1750 W. OGDEN AVE, SUITE 5502  
NAPERVILLE, IL 60540



## LIMITED LIABILITY COMPANY AGREEMENT FOR DUPAGE RADIO, LLC

This Operating Agreement of DUPAGE RADIO, LLC is entered into by and among **Arthur R. Dubiel ("Member")**, **Matthew J. Dubiel ("Member and Sole Manager")**; and any Person who hereafter becomes a party hereto, pursuant to the provisions hereof, and is made effective as of **September 4, 2013**, the effective date of the Articles of Organization of **DUPAGE RADIO, L.L.C.**, an Illinois limited liability company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree to and do associate themselves for the purposes and upon the terms and conditions set forth herein.

### ARTICLE I. DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in Illinois Limited Liability Company Act.

1.1 "Act" means the Illinois Limited Liability Company Act 805 ILCS 180/1-1, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

1.2 "Adjusted Capital Account Deficit" is defined in Section 4.3(a).

1.3 "Affiliate" of a Member means (1) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through membership, ownership of voting securities, by contract, or otherwise.

1.4 "Agreement" means this Limited Liability Company Agreement, as originally executed and as amended from time to time.

1.5 "Assignee" means a person who has acquired a Member's Economic Interest in the Company, by way of a transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.6 "Assigning Member" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.7 "Available Cash" means all net revenues from the Company's operations, including net proceeds from all sales, refinancings, and other dispositions of Company property that the Members determine to be in excess of Reserves.

1.8 "Book Depreciation" is defined in Section 4.3(b).

1.9 "Capital Account" means, with respect to any Member, the account reflecting the capital interest of the Member in the Company, consisting of the Member's initial Capital Contribution maintained and adjusted in accordance with Section 3.4.

1.10 "Capital Contribution" means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by

such contributed property that the Company is considered to assume or take "subject to" under IRC Section 752) in consideration of a Percentage Interest held by such Member. A Capital Contribution shall not be deemed a loan.

1.11 "Capital Event" means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.12 "Certificate" means the Articles of Organization filed with the Office of the Secretary of State of Illinois on September 4, 2013.

1.13 "Code" or "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.14 "Company" means the company named in Section 2.2 of this Agreement.

1.15 "Company Minimum Gain" is defined in Section 4.3(c).

1.16 "Corporations Code" ("Corp Code") means the Delaware Corporations Code.

1.17 "Economic Interest" means a person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

1.18 "Encumber" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law and "Encumbrance" means, with respect to any Member Units, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.19 "Fair Market Value" means, with respect to any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The Fair Market Value of any property contributed by a Member to the Company shall be the value of such property, as mutually agreed by the contributing Member and the Company.

(b) The Fair Market Value of any item of property of the Company, distributed to any Member shall be the value of such item of property on the date of distribution as mutually agreed by the distributee Member and the Company; and

(c) The Fair Market Value of property of the Company shall be subject to the adjustments specified in Section 4.9.

1.20 "Fair Option Price" is defined in Section 8.9.

1.21 "Involuntary Transfer" means, with respect to any Member Units, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.



1.22 "Losses" is defined in Section 4.2.

1.23 "Manager" or "Managers" means the person(s) named as such in Article II or the persons who from time to time succeed any person as a Manager and who, in either case, are serving at the relevant time as a Manager.

1.24 "Member" means an Initial Member or a person who otherwise acquires Member Units, as permitted under this Agreement, and who remains a Member.

1.25 "Member Nonrecourse Debt" is defined in Section 4.3(d).

1.26 "Member Nonrecourse Debt Minimum Gain" is defined in Section 4.3(e).

1.27 "Member Nonrecourse Deductions" is defined in Section 4.3(f).

1.28 "Member Units" means a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the Company. The Member Units of each Member shall be set forth on Exhibit A hereto.

1.29 "Member Unit Certificates" are defined in Section 7.3.

1.30 "Nonrecourse Deductions" is defined in Section 4.3(g).

1.31 "Nonrecourse Liability" is defined in Section 4.3(h).

1.32 For purposes of this Agreement, "Notice" means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.33 "Option Date" is defined in Section 8.9.

1.34 As used in this Agreement, "person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.35 "Profits" is defined in Section 4.2.

1.36 "Proxy" has the meaning set forth in the Corp Code. A Proxy may not be transmitted orally.

1.37 "Regulations" ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.38 "Reserves" means the aggregate of reserve accounts that the Members deem reasonably necessary to meet accrued or contingent liabilities of the Company, reasonably anticipated operating expenses, and working capital requirements, in a combined maximum amount of \$200,000.

1.39 "Selling Member" is defined in Section 8.5.

1.40 "Successor in Interest" means an Assignee, a successor of a person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a person.

1.41 "Tax Item" means each item of income, gain, loss, deduction, or credit, or item thereof, of the Company.

1.42 "Tax Matters Member" means such person as may be designated under Section 6.7.

1.43 "Transfer" means, with respect to Member Units or any element of Member Units, any sale, assignment, gift, Involuntary Transfer, Encumbrance, or other disposition of such Member Units or any element of such Member Units, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.44 "Triggering Event" is defined in Section 8.5.

1.45 "Unrecovered Capital" shall refer to the aggregate amount of cash and the net fair market value of all tangible property initially contributed to the capital of the Company by a Member, less the aggregate amount of cash and the net fair market value of all property distributed to that Member.

1.46 For purposes of this Agreement, "vote" means a written consent or approval, a ballot cast at a meeting, or a voice vote.

1.47 "Voting Interest" means, with respect to a Member, the right to vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. Except as provided in Section 7.1 hereof, a Member's Voting Interest shall be directly proportional to that Member's Member Units.

## ARTICLE II. ORGANIZATION

2.1 On September 4, 2013, a Certificate was filed in the office of the Secretary of State of Illinois in accordance with and Pursuant to the Act.

2.2 The name of the Company shall be DUPAGE RADIO, LLC.

2.3 The principal executive office of the Company shall be at 1750 W. Ogden Ave, Suite 5502, Naperville, IL 60540, or such other place or places as may be determined by the Members from time to time.

2.4 The initial agent for service of process on the Company shall be Matthew J. DuBiel whose address is 1750 W. Ogden Ave, Suite 5502, Naperville, IL 60540. The Members may from time to time change the Company's agent for service of process.

2.5 The purpose of the Company is to do anything and all things permitted by the Act necessary or appropriate for the purposes set forth herein. The Company shall possess and may exercise all powers and



privileges granted by the Act, by any other law, or by this Agreement, including incidental powers thereto, to the extent that such powers and privileges are necessary, customary, convenient or incidental to the attainment of the Company's purposes.

2.6 The Members intend the Company to be a limited liability company under the Act. Neither the Manager nor any Member shall take any action inconsistent with the express intent of the parties to this Agreement.

2.7 The term of the Company commenced on the date that the Certificate was filed in the Office of the Secretary of State of the State of Illinois and shall continue until the Company is dissolved in accordance with the provisions of either this Agreement or the Act.

2.8 The names and addresses of the Members are as set forth in Exhibit "A".

2.9 The Company's initial registered office and initial registered agent shall be as provided in the Certificate. The registered office and registered agent may be changed from time to time by the Manager by filing the address of the new registered office and/or the name of the new registered agent pursuant to the Act.

2.10 Except as expressly set forth in the Agreement or required by law, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

2.11 The Members and their officers, directors, shareholders, partners, members, managers, agents, employees or Affiliates, may engage or invest in, independently or with others, any business activity of any type or description, including without limitation those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Members shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to persons other than the Company. Each Member acknowledges that the other Members and their officers, directors, shareholders, partners, members, managers, agents, employees and Affiliates own and/or manage other businesses, including businesses that may compete with the Company and for the Members' time. Each Member hereby waives any and all rights and claims which they may otherwise have against the other Member and its officers, directors, shareholders, partners, members, managers, agents, employees and Affiliates as a result of any such activities

### ARTICLE III. CAPITAL AND CAPITAL CONTRIBUTIONS

3.1 The Members shall each contribute initial capital totaling the amount of \$ 290,000.00 USD, in exchange for Member Units in the Company, as specified on Exhibit "A."

3.2 The Members may determine from time to time by unanimous vote, that Capital Contributions in addition to the Members' initial Capital Contributions are needed to enable the Company to conduct its business. On making such a determination by the Members, the Manager shall give notice to all Members in writing at least 30 days before the date on which such additional Capital Contribution is due. The Notice shall set forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Members shall contribute same.



3.3 No Member may voluntarily make any additional Capital Contribution.

3.4 An individual Capital Account for each Member shall be maintained and adjusted in accordance with the following provisions:

(a) A Member's Capital Account shall be increased by that Member's Capital Contributions that Member's share of Profits, and any items in the nature of income or gain that are specially allocated to that Member pursuant to Article IV.

(b) A Member's Capital Account shall be increased by the amount of any Company liabilities assumed by that Member subject to and in accordance with the provisions of Reg. § 1.704-1(b)(2)(iv)(c).

(c) A Member's Capital Account shall be decreased by (1) the amount of cash distributed to that Member; (2) the Fair Market Value of any property of the Company so distributed, net of liabilities secured by such distributed property that the distributes Member is considered to assume or to be subject to under IRC section 752; and (3) the amount of any items in the nature of expenses or losses that are specially allocated to that Member pursuant to Article IV.

(d) A Member's Capital Account shall be reduced by the Member's share of any expenditures of the Company described in IRC section 705(a)(2)(B) or which are treated as IRC section 705(a)(2)(B) expenditures pursuant to Reg section 1.704-1(b)(2)(iv)(1) (including syndication expenses and losses nondeductible under IRC sections 267(a)(1) or 707(b)).

(e) If any Economic Interest (or portion thereof) is transferred, the transferee of such Economic Interest or portion shall succeed to the transferor's Capital Account attributable to such interest or portion.

(f) The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note shall not be included in the Capital Account of any person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Reg section 1.704-1(b)(2)(iv)(d)(2).

(g) Each Member's Capital Account shall be increased or decreased as necessary to reflect a revaluation of the Company's property assets in accordance with the requirements of Reg sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g), including the special rules under Reg section 1.701-1(b)(4), as applicable. The provisions of this Agreement respecting the maintenance of Capital Accounts are intended to comply with Reg section 1.704-1(b) and shall be interpreted and applied in a manner consistent with those Regulations.

3.5 A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company except as provided in this Agreement.

3.5 No interest shall be paid on Capital Contributions or on the balance of a Member's Capital Account.

3.7 A Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company except as otherwise provided in the Act or in this Agreement.



3.8 Except as otherwise expressly provided in this Agreement, no Member shall have priority over any other Member with respect to the return of a Capital Contribution or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

3.9 Any Member may make a loan to the Company to the extent required to make an acquisition of real property, another asset, an interest in an entity, or to pay other costs incurred by the Company, upon the unanimous consent of the Members. Any such loans shall bear interest at the lesser of Bank of America prime (or reference) rate per annum or the highest rate allowed by law and provide for the payment of principal and accrued but unpaid interest in accordance with the terms of the promissory not evidencing such loan, but in no event later than the dissolution of the Company. The loans may be secured by the assets of the Company.

#### ARTICLE IV. ALLOCATIONS AND DISTRIBUTIONS

4.1 Except as provided in Sections 4.4 through 4.7 hereof, the Profits and Losses of the Company and items of Company income, gain, loss, deduction, or credit shall be allocated among the Members in accordance with their respective Member Units.

4.2 As used in this Agreement, "Profits and Losses" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with IRC section 703(a), including all Tax Items required to be stated separately pursuant to IRC section 703(a)(1), with the following adjustments:

- (a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

- (b) Any expenditures of the Company described in IRC section 705(a)(2)(B) or treated as IRC section 705(a)(2)(B) expenditures pursuant to Reg section 1.704-1(b)(2)(iv)(1) and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or shall increase such loss;

- (c) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Fair Market Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Fair Market Value;

- (d) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Book Depreciation for such fiscal year or other period, computed in accordance with the definition of "Book Depreciation" in Section 4.3(b); and

- (e) Notwithstanding the foregoing provisions of this Section 4.2, any items of income, gain, loss, or deduction that are specially allocated shall not be taken into account in computing Profits or Losses under Section 4.1.

4.3 The following definitions shall apply with respect to this Article IV.

- (a) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year of the Company,



after such Member's Capital Account has been adjusted as follows: (1) the Member's Capital Account shall be increased by the amount of such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain; and (2) the Member's Capital Account shall be decreased by the amount of the items described in Reg sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6). This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Reg section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently with that Regulation.

(b) "Book Depreciation" means, with respect to any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for such item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Fair Market Value of that item at the beginning of the fiscal year (or the acquisition date during the fiscal year), by (2) the federal adjusted tax basis of the item at the beginning of the fiscal year (or the acquisition date during the fiscal year). If the adjusted tax basis of an item is zero, the Manager may determine Book Depreciation, provided that he does so in a reasonable and consistent manner.

(c) "Company Minimum Gain" has the meaning set forth in Reg section 1.704-2(d)(1).

(d) "Member Nonrecourse Debt" is defined in Reg section 1.704-2(b)(4).

(e) "Member Nonrecourse Debt Minimum Gain" for a fiscal year of the Company means the net increase in Minimum Gain attributable to Member Nonrecourse Debt, determined as set forth in Reg section 1.704-2(i)(2).

(f) "Member Nonrecourse Deductions" has the meaning set forth in Reg section 1.704-2(i)(2). For any fiscal year of the Company, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during that fiscal year in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt during that fiscal year, reduced (but not below zero) by the amount of any distributions during such year to the Member bearing the economic risk of loss for such Member Nonrecourse Debt if such distributions are both from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, all as determined according to the provisions of Reg section 1.704-2(i)(2). In determining Member Nonrecourse Deductions, the ordering rules of Reg section 1.704-2 shall be followed.

(g) "Nonrecourse Deductions" has the meaning set forth in Reg section 1.704-2(c). The amount of Nonrecourse Deductions for a Company fiscal year equals the net increase in the amount of Company Minimum Gain during that fiscal year, reduced (but not below zero) by the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain.

(h) "Nonrecourse Liability" is defined in Reg section 1.752-1(a)(2).

#### 4.4 The following special allocations shall be made in the following order:

(a) Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a fiscal year, each Member shall be allocated, before any other allocation under this Section, items of Company income and gain for such fiscal year equal to such Member's share of the net decrease in Company Minimum Gain as determined in accordance with Reg section 1.704-2(g)(2).



(b) Member Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in Member Nonrecourse Debt Minimum Gain during a fiscal year, any Member with a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt as of the beginning of such fiscal year shall be allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. A Member's share of net decrease in Member Nonrecourse Debt Minimum Gain shall be determined pursuant to Reg section 1.704-2(g)(2). A Member shall not be subject to the foregoing chargeback to the extent permitted under Reg section 1.704-2(i)(4).

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution described in Reg § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), such Member shall be allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such fiscal year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustment, allocation, or distribution.

4.5 Member Nonrecourse Deductions for any fiscal year of the Company shall be allocated to the Members in the same proportion as Losses are allocated under Section 4.1., provided that any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears (or is deemed to bear) the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Reg section 1.704-2(i)(2).

4.6 Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to Members shall be deemed to be Profits or Losses realized by the Company immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Members to the extent of the Fair Market Value of the property, less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.6, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's federal adjusted tax basis for such property.

4.7 Any item of income, gain, loss, or deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company, or that has been revalued pursuant to the provisions of Section 3.4(g), and that is required or permitted to be allocated to such Member for income tax purposes under IRC section 704(c) in order to take into account the variation between the tax basis of such property and its Fair Market Value at the time of its contribution, shall be allocated solely for income tax purposes in the manner required or permitted under IRC section 704(c) using the "traditional" method described in Reg. section 1.704-3(b), except that any other method allowable under applicable Regulations may be used for any contribution of property with respect to which there is agreement among the Members.

4.8 In the case of a Transfer of an Economic Interest during any fiscal year of the Company, the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Economic Interest during that fiscal year. If the Assigning Member and Assignee agree to a different proration and advise the Manager of the agreed proration before the date of the Transfer, Profits or Losses from a Capital Event during that fiscal year shall be allocated to the holder of the Economic Interest on the day such Capital Event occurred. If an Assignee makes a subsequent assignment, said Assignee shall be considered an "Assigning Member" with respect to the subsequent Assignee for purposes of the aforesaid allocations.



4.9 The Fair Market Value of all Company property shall be subject to the following adjustments:

(a) The Fair Market Value of all Company property shall be adjusted as of the following times: (1) the acquisition of an interest or additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for an Economic Interest in the Company, and (3) the liquidation of the Company within the meaning of Reg section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments under clauses (1) and (2) above shall be made only in the event of a revaluation of Company property under Section 3.4(g) in accordance with Reg section 1.704-1(b)(2)(iv)(f).

(b) The Fair Market Value of Company property shall be increased or decreased to reflect adjustments to the adjusted tax basis of such property pursuant to IRC section 732, IRC section 733, or IRC section 743, subject to the limitations imposed by IRC section 755 and Reg section 1.7041(b)(2)(iv)(m).

(c) If the Fair Market Value of an item of property has been determined or adjusted pursuant to Section 1.21 or Paragraph (a) or (b) of this Section 4.9, such Fair Market Value shall be adjusted by the Book Depreciation, if any, taken into account with respect to such property for purposes of computing Profits and Losses.

4.10 It is the intent of the Members that each Member's allocated share of Company Tax Items be determined in accordance with this Agreement to the fullest extent permitted by IRC sections 704(b) and 704(c). Notwithstanding anything to the contrary contained in this Agreement, if the Company is advised that, as a result of the adoption of new or amended regulations pursuant to IRC sections 704(b) and 704(c), or the issuance of authorized interpretations, the allocations provided in this Agreement are unlikely to be respected for federal income tax purposes, the Managers are hereby granted the power to amend the allocation provisions of this Agreement, on advice of accountants and legal counsel, to the minimum extent necessary to cause such allocation provisions to be respected for federal income tax purposes.

4.11 All Available Cash resulting from normal business operations (as distinguished from the dissolution of the Company) shall be distributed to the Members in proportion to their relative Member Units. Distributions pursuant to this Section 4.11 shall be made by the Manager after all expenses of the Company have been paid or otherwise provided for, including reasonable reserves for working capital and contingencies as determined by the Manager in accordance with sound business judgment and practice; and such distributions shall be made at such time or times as determined by the Members. The parties intend that Available Cash shall be distributed as soon as practicable following the Members' determination that such cash is available for distribution. The parties acknowledge that no assurances can be given with respect to when or whether said cash will be available for distributions to the Members.

4.12 If the proceeds from a sale or other disposition of an item of Company property consist of property other than cash, the value of that property shall be as determined by the Members. If such noncash proceeds are subsequently reduced to cash, such cash shall be taken into account by the Members in determining Available Cash and the Members shall determine whether such cash has resulted from operations or from a Capital Event.

4.13 Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first



shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made as provided in Section 10.2(d) of this Agreement. The provisions of this Section 4.13 and Section 10.2(d) shall be construed in accordance with the requirements of Reg. section 1.704-1(b)(2)(ii)(b)(2).

## ARTICLE V. MANAGEMENT

5.1 Except for situations in which the approval of the Members is expressly required or except as otherwise required under this Agreement, the Manager shall have all authority, rights and powers conferred by law and those required or appropriate to the management of the Company's business, which, by way of illustration but not by way of limitation, shall include the right, authority and power to cause the Company to:

- (a) Manage the day-to-day operation of the business of the Company;
- (b) Enter into such contracts and agreements as the Members determine to be reasonably necessary or appropriate in connection with the Company's business and purpose (including contracts with Affiliates of the Manager or Members), and any contract of insurance that the Members deem necessary or appropriate for the protection of the Company, the Members and the Manager, including errors and omissions insurance, for the conservation of Company assets, or for any purpose convenient or beneficial to the Company;
- (c) Employ persons, who may be Affiliates of the Manager or the Members, in the operation and management of the business of the Company;
- (d) Prepare or cause to be prepared reports, statements, and other relevant information for distribution to the Members;
- (e) Open accounts and deposits and maintain funds in the name of the Company in banks, savings and loan associations, "money market" mutual funds and other instruments as the Manager may deem in its discretion to be necessary or desirable;
- (f) Cause the Company to make or revoke any of the elections referred to in the Code, as directed by the Members;
- (g) Determine the appropriate accounting method or methods to be used by the Company;
- (h) Require in any Company contract that neither the Manager or the Members shall have any personal liability, but that the person or entity contracting with the Company is to look solely to the Company and its assets for satisfaction;
- (i) Lease personal property for use by the Company;
- (j) Perform any and all other acts which the Manager is obligated to perform hereunder; and
- (k) Execute, acknowledge and deliver any and all instruments to effectuate the foregoing and take all such actions in connection therewith as directed by the Members.

5.2 The Company shall have one (1) Manager who shall initially be Matthew J. DuBiel. The number of

Managers of the Company shall be changed from time to time by the unanimous vote or written consent of the Members provided that in no instance shall there be less than one Manager and provided further that if the number of Managers is reduced from more than one to one, the Certificate of Formation shall be amended to so state, and if the number of Managers is increased to more than one, the Certificate of Formation shall be amended to delete the statement that the Company has only one Manager. Each Manager shall hold office until he or she resigns or is removed. Managers shall be elected by the affirmative vote or written consent of the Members. A Manager need not be a Member, an individual, a resident of the State of Illinois, or a citizen of the United States.

5.3 Any Manager may resign at any time by giving written notice to the Members and remaining Managers without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.4 Any Manager may be removed at any time, with or without cause, by the vote of the Members. Any removal shall be without prejudice to the rights, if any, of such removed Manager as a Member and shall not constitute a withdrawal of a Member.

5.5 Any vacancy for any reason in the number of Managers may be filled by the vote of the Members.

5.6 The Manager shall have the power and authority and may do any and all acts and enter into and execute any and all agreements or other instruments as described in Section 5.1 hereof. The Manager shall act reasonably in the exercise of the authority granted herein. However, notwithstanding any other provision in this Agreement, the Manager shall not take any of the following actions on behalf of the Company unless the Members have consented in writing to the taking of such action.

- (a) Any act that would make it impossible to carry on the ordinary business of the Company;
- (b) Any confession of a judgment against the Company;
- (c) The dissolution of the Company;
- (d) The acquisition of any asset on behalf of the Company;
- (e) The sale, lease or other disposition of any of the Company's assets;
- (f) A change in the nature of the principal business of the Company;
- (g) The filing of a petition in bankruptcy or the entering into of an arrangement among creditors;
- (h) The entering into, on behalf of the Company, of any transaction constituting a "reorganization" within the meaning of the Act; and
- (i) The incurring of any indebtedness on behalf of the Company.

5.7 It is acknowledged that the Manager has other business interests to which such party devotes part of its time. The Manager shall devote such time to the conduct of the business of the Company as the Manager,



as the Manager deems necessary for the operation of the business of the Company.

5.8 Except as specified in this Agreement, no Manager, Member nor any Affiliate thereof is entitled to remuneration for services rendered or goods provided to the Company. However, the Company shall reimburse the Members or Manager for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company, prepare the Certificate and this Agreement and for the actual cost of goods and materials used by the Company.

5.9 The Manager shall cause all assets of the Company, whether real or personal, to be held in the name of the Company.

5.10 All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by the Manager. Withdrawal from such accounts shall require the signature of such person or persons as the Manager may designate.

5.11 Any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the Company and any other Person, when signed by the Manager is not invalidated as to the Company by any lack of authority of the signing Manager in the absence of actual knowledge on the part of the other Person that the signing Manager had no authority to execute the same.

5.12 Subject to any restrictions imposed by the Members:

The Manager, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. All checks, drafts, and other instruments obligating the Company to pay money in an amount of less than \$20,000 may be signed by the Manager acting alone. All checks, drafts, and other instruments obligating the Company to pay money in an amount of \$20,000 or more must be signed on behalf of the Company by the Members acting together. The Manager shall be authorized to sign contracts and obligations on behalf of the Company, subject to such restrictions as the Members may impose.

#### ARTICLE VI. ACCOUNTS AND ACCOUNTING

6.1 Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and at such other locations as the Manager shall determine from time to time and shall be open to inspection and copying on reasonable notice by any Member or the Member's authorized representatives during normal business hours. The costs of such inspection and copying shall be borne by the Member.

6.2 The financial books and records of the Company shall be kept on the method of accounting followed by the Company for federal income tax purposes. The financial statements of the Company shall be appropriate and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3 At all times during the term of existence of the Company, and beyond that term if the Members deem it necessary, the Manager shall keep or cause to be kept the books of account referred to in Section 6.2, together with:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;
- (b) A current list of the full name and business or residence address of each Member;
- (c) A copy of the Certificate, as amended;
- (d) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;
- (e) An original executed copy or counterparts of this Agreement, as amended;
- (f) Any powers of attorney under which the Certificate of Formation or any amendments to said Certificate were executed;
- (g) Financial statements of the Company for the six most recent fiscal years; and
- (h) The books and records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

If the Members deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of said items shall be as designated by the Members.

6.4 At the end of each fiscal year the books of the Company shall be closed and examined and statements reflecting the financial condition of the Company and its Profits or Losses shall be prepared, and a report thereon shall be issued by the Company's accountants. Copies of the financial statements shall be given to all Members. In addition, all Members shall receive not less frequently than at the end of each calendar quarter, copies of such financial statements regarding the previous calendar quarter, as may be prepared in the ordinary course of business, by the chief financial officer or accountants selected by the chief financial officer. The Manager shall deliver to each Member, within 90 days after the end of the fiscal year of the Company, a financial statement that shall include:

- (a) A balance sheet and income statement, and a statement of changes in the financial position of the Company as of the close of the fiscal year;
- (b) A statement showing the Capital Account of each Member as of the close of the fiscal year and the distributions, if any, made to each Member during the fiscal year. Members representing at least 30 percent of the Members, by number, may request interim balance sheets and income statements, and may, at their own discretion and expense, obtain an audit of the Company books, by certified public accountants selected by them; provided, however, that not more than one such audit shall be made during any fiscal year of the Company.

6.5 In addition to the materials and information to be provided under Section 6.4 of this Agreement, each Member, or its representative designated in writing, has the right, upon reasonable written request for purposes related to the interest of that person as a Member, which purposes are set forth in the written request, to receive from the Company:

- \* (a) True and full information regarding the status of the business and financial condition of the Company;



(b) Promptly after becoming available, a copy of the Company's federal, state and local income tax returns for each year;

(c) A current list of the name and last known business, residence or mailing address of each Member;

(d) A copy of this Agreement and the Certificate of Formation and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement and any certificate and all amendments thereto have been executed; and

(e) True and full information regarding the amount of cash and description and statement of the agreed value of any property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

6.6 Within 90 days after the end of each taxable year of the Company, the Manager shall send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

6.7 The Manager shall act as Tax Matters Member of the Company pursuant to IRC section 6231(a)(7).

6.8 The Tax Matters Member is hereby authorized to do the following:

(a) Keep the Members informed of administrative and judicial proceedings for the adjustment of Company items (as defined in IRC section 6231(a)(3)) at the Company level, as required under IRC section 6223(g) and the implementing Regulations;

(b) Enter into settlement agreements under IRC section 6224(c)(3) and applicable Regulations with the Internal Revenue Service or the Secretary of the Treasury (the Secretary) with respect to any tax audit or judicial review, in which agreement the Tax Matters Member may expressly state that such agreement shall bind the other Members, except that such settlement agreement shall not bind any Member who (within the time prescribed under the Code and Regulations) files a statement with the Secretary providing that the Tax Matters Member shall not have the authority to enter into a settlement agreement on behalf of such Member;

(c) On receipt of a notice of a final Company administrative adjustment, to file a petition for readjustment of the Company items with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated under IRC section 6226(a) and applicable Regulations;

(d) File requests for administrative adjustment of Company items on Company tax returns under IRC section 6227(b) and applicable Regulations; and, to the extent such requests are not allowed in full, file a petition for adjustment with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated under IRC section 6228(a); and

(e) To take any other action on behalf of the Members or the Company in connection with any administrative or judicial tax proceeding to the extent permitted by law or regulations, including



retaining tax advisers (at the expense of the Company) to whom the Tax Matters Member may delegate such rights and duties as deemed necessary and appropriate.

#### ARTICLE VII. MEMBERSHIP-MEETINGS, VOTING

7.1 There shall be only one class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member except as specifically provided for in Article IV. Members shall have the right and power to appoint, remove, and replace a Manager and the right to vote on all other matters with respect to which this Agreement or the Act requires or permits such action. All actions of the Members shall require the unanimous vote of consent of the Members. Notwithstanding the foregoing, if a Member has assigned all or part of the Member's Member Units or Economic Interest to a person who has not been admitted as a Member, the Member Units held by the assignee and/or the Assigning Member shall become non-voting Member Units and shall no longer have any right to vote on any matter.

7.2 The record date for determining the Members entitled to receive notice of any meeting, to vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by the Manager or by a Majority of Members; provided that such record date shall not be more than 60, or less than ten calendar days prior to the date of the meeting and not more than 60 calendar days prior to any other action.

7.3 The Company may, but shall not be required, to issue certificates evidencing Member Units ("Member Units Certificates") to Members of the Company. Once Member Units Certificates have been issued, they shall continue to be issued as necessary to reflect current Member Units held by Members. Member Units Certificates shall be in such form as may be approved by the Managers, shall be manually signed by a Manager, and shall bear conspicuous legends evidencing the restrictions on Transfer and the purchase rights of the Company and Members set forth in Article VIII. All issuances, reissuances, exchanges, and other transactions in Member Units involving Members shall be recorded in a permanent ledger as part of the books and records of the Company.

7.4 Meetings of the Members may be called at any time by the Manager, or by Members representing more than 10 percent of the Member Units of the Members for the purpose of addressing any matters on which the Members may vote. If a meeting of the Members is called by the Members, notice of the call shall be delivered to the Manager. Meetings may be held at the principal executive office of the Company or at such other location as may be designated by the Manager. Following the call of a meeting, the Manager shall give notice of the meeting not less than ten, or more than 60 calendar days prior to the date of the meeting to all Members entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of business to be transacted. No other business may be transacted at the meeting. A quorum at any meeting of Members shall consist of a Majority of Members, represented in person or by Proxy. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of a sufficient number of Members to leave less than a quorum, if the action taken, other than adjournment, is approved by the requisite percentage of Members as specified in this Agreement or the Act.

7.5 A meeting of Members at which a quorum is present may be adjourned to another time or place and any business which might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the vote of a Majority of Member Units represented either in person or by Proxy. Notice of the adjourned meeting need not be given to Members entitled to notice if the time and place of the adjourned meeting are announced at



the meeting at which the adjournment is taken, unless (a) the adjournment is for more than 45 days, or (b) after the adjournment, a new record date is fixed for the adjourned meeting. In the situations described in clauses (a) and (b), notice of the adjourned meeting shall be given to each Member of record entitled to vote at the adjourned meeting.

7.6 The transactions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if (a) a quorum is present at that meeting, either in person or by Proxy, and (b) either before or after the meeting, each of the persons entitled to vote, not present in person or by Proxy, signs either a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of notice, unless that Member objects, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting.

7.7 At all meetings of Members, a Member may vote in person or by Proxy. Such Proxy shall be filed with the Manager before or at the time of the meeting, and may be filed by facsimile transmission to the Manager at the principal executive office of the Company or such other address as may be given by the Manager to the Members for such purposes.

7.8 Members may participate in a meeting through use of conference telephone or similar communications equipment, provided that all Members participating in such meeting can hear one another. Such participation shall be deemed attendance at the meeting.

7.9 Any action that may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote thereon were present and voted. If the Members are requested to consent to a matter without a meeting, each Member shall be given notice of the matter to be voted upon in the manner described in Section 7.4. Any action taken without a meeting shall be effective when the required minimum number of votes have been received. Prompt notice of the action taken shall be given to all Members who have not consented to the action.

7.10 No Member acting solely in the capacity of a Member is an agent of the Company, nor can any Member acting solely in the capacity of a Member bind the Company or execute any instrument on behalf of the Company. Accordingly, each Member shall indemnify, defend, and save harmless each other Member and the Company from and against any and all loss, cost, expense, liability or damage arising from or out of any claim based upon any action by such Member in contravention of the first sentence of this Section 7.10.

#### ARTICLE VIII. TRANSFERS OF MEMBER UNITS

8.1 A Member may not withdraw from the Company at any time except with the prior written consent of all other Members.

8.2 Except as expressly provided in this Agreement, a Member shall not transfer any part of the Member's Member Units in the Company, whether now owned or later acquired, unless (1) the other Members approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Member Units to be transferred, when added to the total of all other Member Units transferred in the preceding 12 months, will not cause the termination of the Company under the Code.



8.3 No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Members Units in the Company unless such Encumbrance has been approved in writing by the Members. Such approval may be granted or withheld in the sole discretion of the Members. Any Transfer or Encumbrance of Member Units without such approval shall be void.

8.4 Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Member Units to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse, and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Member Units. A Transfer of a Member's beneficial interest in such trust, or failure to retain such Voting Interest, shall be deemed a Transfer of Member Units.

8.5 On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and the other Member shall have the option to purchase the Member Units in the Company of such Member ("Selling Member") at the price and on the terms provided in Section 8.9 of this Agreement:

- (a) The death, bankruptcy, or attempted withdrawal of a Member, or the winding up and dissolution of a corporate Member, or merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity; provided that the remaining Members have elected to continue the business of the Company as provided in Section 10.1(a).
- (b) The death or bankruptcy of a Member.
- (c) The occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give notice of a Triggering Event to all other Members.

8.6 Notwithstanding any other provisions of this Agreement:

(a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards Member Units, or any portion thereof, to that Member's spouse, then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Member Units, or portion thereof, that was so transferred, and such former spouse shall sell the Member Units or portion thereof to that Member at the price set forth below in Section 8.9 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the court award, the Company and the Member other than the Member related to that Member, shall have the option to purchase from the former spouse the Member Units or portion thereof pursuant to Section 8.7 of this Agreement; provided that the option period shall commence on the later of (1) the day following the expiration date, or (2) the date of actual notice of the court award or order.

(b) If, by reason of the death of a spouse or a child of a Member, any portion of a Member's Member Units is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole trustee and the Member, as trustee or individually possesses all of the Voting Interest included in the Member Units, then the Member shall have the right to purchase the Member Units or portion thereof from the estate or



other successor of his or her deceased spouse or child or Transferee of such deceased spouse or child and the estate, successor, or Transferee shall sell the Member Units or portion thereof at the price set forth in Section 8.9 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death, the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased former spouse or child the Member Units or portion thereof pursuant to Section 8.7 of this Agreement; provided that the option period shall commence on the later of (1) 181 days following the date of death, or (2) the date of actual notice of the death.

8.7 On the receipt of notice by the Members of any Triggering Event as determined in good faith by the Members, the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.9, to purchase the Member Units in the Company to which the option relates, at the price and on the terms set forth in Section 8.9 of this Agreement, and the other Members, pro rata in accordance with their prior Member Units in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Member Units in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Member Units in the Company, then the Members electing to purchase shall have the right, pro rata in accordance with their prior Members Units in the Company, to purchase the additional Member Units in the Company available for purchase. The transferee of the Member Units in the Company that is not purchased shall hold such Member Units in the Company subject to all of the provisions of this Agreement.

8.8 Neither the Member whose interest is subject to purchase under this Article, nor such Member's Affiliate, shall participate in any vote or discussion of any matter pertaining to the disposition of the Member's Member Units in the Company under this Agreement.

8.9 The purchase price of the Member Units that is the subject of an option under Section 8.7 shall be the "Fair Option Price" of the interest as determined under this Section 8.9. "Fair Option Price" means the cash price that a willing buyer would pay to a willing seller when neither, is acting under compulsion and when both have reasonable knowledge of the relevant facts on the date the option is first exercisable (the "Option Date"). Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree upon the Fair Option Price. If the parties are unable to so agree within 30 days of the Option Date, the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree upon and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Option Price of the Member Units in writing and submit their report to all the parties. The Fair Option Price shall be determined by disregarding the appraisers valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Option Price. Each purchasing party shall pay for the services of the appraiser selected by it, plus one half of the fee charged by the third appraiser, and one half of all other costs relating to the determination of Fair Option Price. The Fair Option Price purchase price as so determined shall be payable in cash.

8.10 Except as expressly permitted under Section 8.2, a prospective transferee (other than an existing Member) of Member Units may be admitted as a Member with respect to such Member Units only (a) on the vote of the other Members in favor of the prospective transferee's admission as a Member, and (b) on such prospective transferee executing a counterpart of this Agreement as a party hereto. Any prospective transferee of Member Units shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a substituted Member. Except as otherwise



other successor of his or her deceased spouse or child or Transferee of such deceased spouse or child and the estate, successor, or Transferee shall sell the Member Units or portion thereof at the price set forth in Section 8.9 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death, the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased former spouse or child the Member Units or portion thereof pursuant to Section 8.7 of this Agreement; provided that the option period shall commence on the later of (1) 181 days following the date of death, or (2) the date of actual notice of the death.

8.7 On the receipt of notice by the Members of any Triggering Event as determined in good faith by the Members, the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.9, to purchase the Member Units in the Company to which the option relates, at the price and on the terms set forth in Section 8.9 of this Agreement, and the other Members, pro rata in accordance with their prior Member Units in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Member Units in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Member Units in the Company, then the Members electing to purchase shall have the right, pro rata in accordance with their prior Members Units in the Company, to purchase the additional Member Units in the Company available for purchase. The transferee of the Member Units in the Company that is not purchased shall hold such Member Units in the Company subject to all of the provisions of this Agreement.

8.8 Neither the Member whose interest is subject to purchase under this Article, nor such Member's Affiliate, shall participate in any vote or discussion of any matter pertaining to the disposition of the Member's Member Units in the Company under this Agreement.

8.9 The purchase price of the Member Units that is the subject of an option under Section 8.7 shall be the "Fair Option Price" of the interest as determined under this Section 8.9. "Fair Option Price" means the cash price that a willing buyer would pay to a willing seller when neither, is acting under compulsion and when both have reasonable knowledge of the relevant facts on the date the option is first exercisable (the "Option Date"). Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree upon the Fair Option Price. If the parties are unable to so agree within 30 days of the Option Date, the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree upon and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Option Price of the Member Units in writing and submit their report to all the parties. The Fair Option Price shall be determined by disregarding the appraisers valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Option Price. Each purchasing party shall pay for the services of the appraiser selected by it, plus one half of the fee charged by the third appraiser, and one half of all other costs relating to the determination of Fair Option Price. The Fair Option Price purchase price as so determined shall be payable in cash.

8.10 Except as expressly permitted under Section 8.2, a prospective transferee (other than an existing Member) of Member Units may be admitted as a Member with respect to such Member Units only (a) on the vote of the other Members in favor of the prospective transferee's admission as a Member, and (b) on such prospective transferee executing a counterpart of this Agreement as a party hereto. Any prospective transferee of Member Units shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a substituted Member. Except as otherwise



permitted in the Act, any such Assignee shall be entitled only to receive allocations and distributions under this Agreement with respect to such Member Units and shall have no right to vote or exercise any rights of a Member until such Assignee has been admitted as a substituted Member. Until the Assignee becomes a substituted Member, the Member Units transferred to the Assignee will have no right to vote on any matter.

8.11 Any person admitted to the Company as a substituted Member shall be subject to all the provisions of this Agreement that apply to the Member from whom the Member Units was assigned, provided, however, that the Assigning Member shall not be released from liabilities as a Member solely as a result of the assignment, both with respect to obligations to the Company and to third parties, incurred prior to the assignment.

8.12 The initial sale of Member Units in the Company to the Initial Members has not been qualified or registered under the securities laws of any state, including California, or registered under the Securities Act of 1933, in reliance upon exemptions from the registration provisions of those laws. Notwithstanding any other provision of this Agreement, Member Units may not be transferred unless registered or qualified under applicable state and federal securities law unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer Member Units shall be responsible for all legal fees incurred in connection with said opinion.

#### ARTICLE IX. DISSOLUTION AND WINDING UP

9.1 The Company shall be dissolved upon the first to occur of the following events:

- (a) The death, incapacity, bankruptcy, attempted withdrawal, or dissolution of a Member, provided, however, that the remaining Members may by unanimous vote of the Members within 90 days of the happening of that event vote to continue the business of the Company, in which case, the Company shall not dissolve. If the remaining Members fail to so vote, the remaining Members shall wind up the Company. For purposes of this Paragraph (a), in determining the unanimous vote of the Members, the Member Units of the Member who has died, become incapacitated, withdrawn, or who has become bankrupt or dissolved shall not be taken into account;
- (b) The expiration of the term of existence of the Company;
- (c) The written agreement of all Members to dissolve the Company;
- (d) The sale or other disposition of substantially all of the Company's assets; or
- (e) Entry of a decree of judicial dissolution under the Act.

9.2 On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Manager who has not wrongfully dissolved the Company or, if there is no such Manager, the Members, shall wind up the affairs of the Company. The delegates winding up the affairs of the Company shall give notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (excluding debts owing to Members), the remaining assets of the Company shall be distributed or applied in the following order:

- (a) To pay the expenses of liquidation.



(b) To the establishment of reasonable reserves by the delegates for contingent liabilities or obligations of the Company. Upon the delegate's determination that such reserves are no longer necessary, said reserves shall be distributed as provided in this Section 1.128.

(c) To repay outstanding loans to Members. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid thereon. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

(d) Among the Members in proportion to their relative positive Capital Account balances.

9.3 Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement, except as specifically provided in this Agreement. No Member shall be liable for any negative balance in its Capital Account.

9.4 Except as expressly permitted in this Agreement, a Member shall not take any voluntary action that directly causes a dissolution event. The Members acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payment in liquidation of the Economic Interests. Accordingly, except where the Manager has failed to liquidate the Company as required by this Article, each Member hereby waives and renounces his or her right to initiate legal action to seek the appointment of a receiver or trustee to liquidate the Company or to seek a decree of judicial dissolution of the Company on the ground that (a) it is not reasonably practicable to carry on the business of the Company in conformity with the Certificate or this Agreement, or (b) dissolution is reasonably necessary for the protection of the rights or interest of the complaining Member. Damages for breach of this Section 10.4 shall be monetary damages only (and not specific performance), and the damages may be offset against distributions by the Company to which such member would otherwise be entitled.

#### ARTICLE X. INDEMNIFICATION AND ARBITRATION

10.1 The Company shall defend, indemnify and hold harmless any person who was or is a party, or who is threatened to be made a party, to any proceeding (as defined in Section 10.3) by reason of the fact that such person was or is a Member, Manager, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such person in connection with such proceeding, if such person acted in good faith and in a manner that such person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such person had no reasonable cause to believe that the person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in the best interests of the Company, or that the person had reasonable cause to believe that the person's conduct was unlawful.



10.2 "Agent," as used in this Article, shall include a trustee or other fiduciary of a plan, trust, or other entity or arrangement described in the Act.

10.3 "Proceeding," as used in this Article, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

10.4 Expenses of each person indemnified under this Agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Manager who is not seeking indemnification or, if there are none, by the Members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Company. "Expenses," as used in this Article, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this Article.

10.5 Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement as between the Company and a Member, or between or among the Members, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The Manager shall select the place of arbitration. The substantive law of the State of Illinois shall be applied by the arbitrator to the resolution of the dispute. Prior to the arbitrator's determination of a prevailing party, the parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of arbitration costs, attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

#### ARTICLE XI. GENERAL PROVISIONS

11.1 The effective date of this Agreement shall be the date set forth at the beginning hereof.

11.2 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.3 This Agreement may be amended at any time or from time to time for any purpose upon the unanimous vote of the Members (except that a removed or terminated Member shall not be entitled to vote) unless a greater percentage vote is required by this Agreement in which case such greater percentage vote shall be required.

11.4 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure to enforce any right or provision hereunder shall preclude or affect the later enforcement of such right or provision. No waiver shall be binding unless executed in writing by the party making the waiver.

11.5 Unless otherwise provided, all terms of this Agreement shall be binding on and shall inure to the benefit



of and be enforceable by the parties hereto and their respective heirs, legal representatives, permitted successors and assigns.

11.6 Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

11.7 Each party hereto agrees to perform any further acts and execute, with acknowledgment or affidavit if required, and deliver any and all documents, instruments, notices and other assurances which may be necessary or expedient in the creation of this Company and the achievement of its purpose including, specifically, Certificate of Formation and all amendments thereto.

11.8 Captions in this Agreement are included for convenience of reference only and shall not affect the construction or interpretation of any of the provisions of this Agreement. The use of the singular in this Agreement includes the plural and the use of one gender includes the other whenever the context thereof so requires. All exhibits referred to herein and attached hereto are incorporated as a part hereof. All references to "days" shall mean calendar days and not business days unless otherwise specifically stated.

11.9 If any of the provisions, or portions thereof, of this Agreement or the application thereof are held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and to this end only the provisions of this Agreement are declared severable. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.10 This Agreement may be executed in one or more counterparts (or by separate signature pages attached hereto), each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and as executed shall constitute one agreement, binding on all the parties, even though all the parties do not sign the original or the same counterpart or signature page. An executed original of this Agreement shall be kept at the principal office of the Company.

11.11 In the event any attorney is employed by a party to this Agreement with regard to any legal or equitable action, arbitration or other proceeding brought by any party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party in such proceeding, whether at trial or upon appeal, shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.12 All notices, requests, demands or other communications which a party shall be required or may elect to provide to another party pursuant to this Agreement shall be in writing unless otherwise so provided. Any written notice or communication shall be personally delivered or telecopied or mailed certified mail, return receipt requested to the party at the applicable address set forth below their respective signature in the records of the Company or at such other address as a party shall designate in accordance with the provisions of this paragraph. Delivery or service of any written notice or communication shall be deemed completed (i) if personally delivered, upon such delivery, (ii) if telecopied, upon acknowledgment thereof or



**FCC 323**  
**OWNERSHIP REPORT FOR COMMERCIAL**  
**BROADCAST STATIONS**

**FOR COMMISSION USE ONLY**  
**FILE NO. -20140318ACX**

**Section I - General Information**

|    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | Legal Name of the Respondent<br>DUPAGE RADIO, LLC   |   |                             |
|    | Street Address (1)<br>PO BOX 3162   |   |                             |
|    | Street Address (2)  |   |                             |
|    | City<br>OAK BROOK   | State or Country (if Foreign address)<br>IL     | ZIP Code<br>60522           |
|    | Telephone Number (include area code)<br>(630) 401-0444  | E-Mail Address (if available)<br>MATT@WCKG.COM  |                             |
|    | FCC Registration Number<br>0023245376   | Call Sign<br>WCKG                               | Facility ID Number<br>32227 |
| 2. | Contact Representative<br>MARK A. PEARSON   |   |                             |
|    | Firm or Company Name<br>ARC LAW GROUP   |   |                             |
|    | Street Address (1)<br>1388 HAIGHT ST., #101   |   |                             |
|    | Street Address (2)  |   |                             |
|    | City<br>SAN FRANCISCO   | State or Country (if Foreign address)<br>CA     | ZIP Code<br>94117           |
|    | Telephone Number (include area code)<br>(415) 504-2981  | E-Mail Address (if available)<br>MARK@ARCLG.COM |                             |
| 3. | Nature of Respondent (See Instructions for Definitions)<br><input checked="" type="radio"/> Licensee<br><input type="radio"/> Permittee<br><input type="radio"/> Entity with an attributable interest   |   |                             |
| 4. | If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. section 1.1114):<br><input type="radio"/> Governmental Entity <input type="radio"/> Fee-exempt Report <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)   |   |                             |
| 5. | All the information furnished in this Report is accurate as of 0318/2014.<br>(Date entered must (1) be Oct. 1 of the filing year when filing a Biennial Ownership Report (or Nov. 1, 2009 in the case of the initial filing); or (2) be no more than 60 days prior to the date of filing when filing a non-Biennial Ownership Report).  |   |                             |
| 6. | Purpose this Report is Filed for: (choose one)<br>a. <input type="radio"/> Biennial<br>b. <input type="radio"/> Validation and Resubmission of a previously filed Biennial Report (certifying no change from previous Report)<br>c. <input checked="" type="radio"/> Transfer of Control or Assignment of License/Permit<br>d. <input type="radio"/> Report by Permittee filing within 30 days after the grant of a construction permit for a new commercial AM, FM or full power television broadcast station.<br>e. <input type="radio"/> Update / certification of accuracy of an initial Ownership Report filed by Permittee (filing in conjunction with Permittee's application for a station license).<br>f. <input type="radio"/> Amendment to a previously filed Ownership Report   File Number: -<br>If an Amendment submit as an Exhibit a listing by Section and Question Number the portions of the previous Report that are being revised. [Exhibit 1] |   |                             |

(iii) if mailed, upon receipt by the other party, but in any event within 72 hours after transmission.

11.13 Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.14 This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Further, this Agreement is entered into in Illinois; and the venue for any litigation, arbitration or other action to enforce or interpret the terms of this Agreement shall be in Dupage County, Illinois.

11.15 Each party hereto shall pay their expenses incident to the preparation and implementation of this Agreement.

11.16 Each party represents and warrants to the other parties that such party has the capacity and authority to enter into this Agreement. If a party hereto is a corporation, partnership, trust, or other entity, each individual executing this Agreement on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with a duly adopted resolution of the governing board of such entity or in accordance with the governing documents of such entity, and that this Agreement is binding upon such entity in accordance with its terms.

11.17 Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.18 Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.19 An executed original of this Agreement and all amendments thereto shall be kept at the principal office of the Company.

11.20 This Agreement has been prepared with the participation and involvement of all parties and with the full opportunity to have counsel for each party participate in the preparation of such Agreement. Consequently, the rule of construction that in the event of a controversy in the interpretation of a provision that same shall be construed against the author of such provision shall not apply to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Operating Agreement of Limited Liability Company as of the date first above written.

Signature: \_\_\_\_\_

Matthew J DuBiel, Managing Member

Signature: \_\_\_\_\_

Arthur R. DuBiel, Member



**EXHIBIT A TO THE DUPAGE RADIO, LLC OPERATING AGREEMENT**

**Members Initial Capital Contributions and Percentage Interest (Member Unit)**

| MEMBER            | CONTRIBUTION | Percentage Interest (Member Unit) |
|-------------------|--------------|-----------------------------------|
| Arthur R. DuBiel  | \$250,000    | 86.2%                             |
| Matthew J. DuBiel | \$40,000     | 13.8%                             |



# radio-locator

find US radio stations by location

city/zip  state

site navigation

Classic Rock
R&B
Smooth Jazz
Gospel
Country
RADIO 
ALWAYS FREE






There are 103 radio stations that may be within distant listening range of Chicago, Illinois. (41° 50' 26" N, 87° 40' 46" W)

 Info: Click to get more information about a station or to submit a change.

















































































































 Bitcaster: Indicates that the station broadcasts its audio on the Internet.





























































































Distances show the distance between the station and your location in Chicago, Illinois.

[Find unused frequencies](#) in Chicago, Illinois.

| Call Sign  | Freq.   | Dist./Signal   | City                                  | Format                 |
|--|---------|--|---------------------------------------|------------------------|
|  <a href="#">WCRX</a>   | 88.1 FM | 2.7 mi.     | <a href="#">Chicago, IL</a>           | College                |
|  <a href="#">WLTL</a>   | 88.1 FM | 10.5 mi.    | <a href="#">La Grange, IL</a>         | Grade School (K-12)    |
|  <a href="#">WTZI</a>   | 88.1 FM | 12.5 mi.    | <a href="#">Rosemont, IL</a>          | Religious              |
|   <a href="#">WXAV</a>                   | 88.3 FM | 9.2 mi.     | <a href="#">Chicago, IL</a>           | College                |
|   <a href="#">WZRD</a>                   | 88.3 FM | 10.0 mi.    | <a href="#">Chicago, IL</a>           | College                |
|  <a href="#">WHPK</a>   | 88.5 FM | 5.2 mi.     | <a href="#">Chicago, IL</a>           | College                |
|  <a href="#">WHSD</a>   | 88.5 FM | 13.6 mi.  | <a href="#">Hinsdale, IL</a>          | Grade School (K-12)    |
|  <a href="#">WLUW</a>   | 88.7 FM | 11.1 mi.  | <a href="#">Chicago, IL</a>           | College                |
|  <a href="#">WRSE</a>   | 88.7 FM | 14.2 mi.  | <a href="#">Elmhurst, IL</a>          | College                |
|  <a href="#">WARG</a>   | 88.9 FM | 7.8 mi.   | <a href="#">Summit, IL</a>            | Grade School (K-12)    |
|  <a href="#">WIIT</a>   | 88.9 FM | 2.6 mi.   | <a href="#">Chicago, IL</a>           | College                |
|   <a href="#">WRRG</a>               | 88.9 FM | 9.6 mi.   | <a href="#">River Grove, IL</a>       | College                |
|  <a href="#">WWHN</a>   | 88.9 FM | 12.2 mi.  | <a href="#">Irondale, IL</a>          | Gospel Music           |
|  <a href="#">WKKC</a>   | 89.3 FM | 4.6 mi.   | <a href="#">Chicago, IL</a>           | Urban Contemporary     |
|  <a href="#">WNUR</a>   | 89.3 FM | 14.7 mi.  | <a href="#">Evanston, IL</a>          | College                |
|   <a href="#">WBEW</a>               | 89.5 FM | 35.4 mi.  | <a href="#">Chesterton, IN</a>        | Public Radio           |
|   <a href="#">WONU</a>               | 89.7 FM | 48.3 mi.  | <a href="#">Kankakee, IL</a>          | Christian Contemporary |
|   <a href="#">WMBI</a>               | 90.1 FM | 17.9 mi.  | <a href="#">Chicago, IL</a>           | Religious              |
|  <a href="#">WRTE</a>   | 90.5 FM | 2.7 mi.   | <a href="#">Chicago, IL</a>           | Spanish                |
|   <a href="#">WRTW</a>               | 90.5 FM | 36.9 mi.  | <a href="#">Crown Point, IN</a>       | Religious              |
|   <a href="#">WDCB</a>               | 90.9 FM | 20.8 mi.  | <a href="#">Glen Ellyn, IL</a>        | Jazz                   |
|   <a href="#">W217BM (WBEZ) (CP)</a> | 91.1 FM | 5.0 mi.   | <a href="#">Chicago, IL</a>           | Public Radio           |
|   <a href="#">W217BM (WBEZ)</a>      | 91.3 FM | 5.0 mi.   | <a href="#">Chicago, IL</a>           | Public Radio           |
|   <a href="#">WBEZ</a>               | 91.5 FM | 5.0 mi.   | <a href="#">Chicago, IL</a>           | Public Radio           |
|   <a href="#">WJCH</a>               | 91.9 FM | 42.4 mi.  | <a href="#">Joliet, IL</a>            | Religious              |
|   <a href="#">WPWX</a>               | 92.3 FM | 16.5 mi.  | <a href="#">Hammond, IN</a>           | Hip Hop                |
|  <a href="#">WCPY</a>   | 92.7 FM | 25.7 mi.  | <a href="#">Arlington Heights, IL</a> | Ethnic                 |



|  |          |           |   |                         |
|--|----------|-----------|---|-------------------------|
|   <a href="#">WXRT</a>                     | 93.1 FM  | 5.0 mi.   |  <a href="#">Chicago, IL</a>            | Adult Album Alternative |
|   <a href="#">WVIX</a>                   | 93.5 FM  | 23.3 mi.  |  <a href="#">Lemont, IL</a>            | Spanish                 |
|   <a href="#">WLIT</a>                   | 93.9 FM  | 3.5 mi.   |  <a href="#">Chicago, IL</a>           | Adult Contemporary      |
|   <a href="#">WJKL</a>                   | 94.3 FM  | 14.2 mi.  |  <a href="#">Glendale Heights, IL</a>  | Christian Contemporary  |
|   <a href="#">WLS</a>                    | 94.7 FM  | 3.5 mi.   |  <a href="#">Chicago, IL</a>           | Classic Hits            |
|   <a href="#">WILL</a>                   | 95.1 FM  | 50.4 mi.  |  <a href="#">Union Grove, WI</a>       | Rock                    |
|   <a href="#">WEBG</a>                   | 95.5 FM  | 5.0 mi.   |  <a href="#">Chicago, IL</a>           | Country                 |
|   <a href="#">WERV</a>                   | 95.9 FM  | 30.7 mi.  |  <a href="#">Aurora, IL</a>            | Classic Hits            |
|   <a href="#">WBBM</a>                   | 96.3 FM  | 3.5 mi.   |  <a href="#">Chicago, IL</a>           | Top-40                  |
|  <a href="#">W244BQ (KVRT)</a>  | 96.7 FM  | 4.3 mi.   |  <a href="#">Park Ridge, IL</a>        | Public Radio            |
|   <a href="#">WSSR</a>                   | 96.7 FM  | 22.7 mi.  |  <a href="#">Joliet, IL</a>            | Adult Contemporary      |
|   <a href="#">WDRV</a>                   | 97.1 FM  | 4.3 mi.   |  <a href="#">Chicago, IL</a>           | Classic Rock            |
|  <a href="#">W248BB (WNKV)</a>  | 97.5 FM  | 4.3 mi.   |  <a href="#">Hillside, IL</a>          | Christian Contemporary  |
|   <a href="#">WLUP</a>                   | 97.9 FM  | 5.0 mi.   |  <a href="#">Chicago, IL</a>           | Classic Rock            |
|   <a href="#">WFMT</a>                   | 98.7 FM  | 3.5 mi.   |  <a href="#">Chicago, IL</a>           | Classical               |
|   <a href="#">WUSN</a>                   | 99.5 FM  | 5.0 mi.   |  <a href="#">Chicago, IL</a>           | Country                 |
|  <a href="#">WCPQ</a>   | 99.9 FM  | 38.0 mi.  |  <a href="#">Park Forest, IL</a>       | Ethnic                  |
|   <a href="#">WSHE</a>                   | 100.3 FM | 5.0 mi.   |  <a href="#">Chicago, IL</a>           | Adult Contemporary      |
|   <a href="#">W264BF (WHLP)</a>          | 100.7 FM | 3.5 mi.   |  <a href="#">Englewood, IL</a>         | Religious               |
|   <a href="#">WKQX</a>                 | 101.1 FM | 5.0 mi.   |  <a href="#">Chicago, IL</a>          | Alternative             |
|  <a href="#">W268AY (WGRB) (CP)</a>   | 101.5 FM | 4.3 mi.   |  <a href="#">Seward Township, IL</a> | Gospel Music            |
|   <a href="#">WTMX</a>               | 101.9 FM | 3.5 mi.   |  <a href="#">Skokie, IL</a>          | Hot AC                  |
|   <a href="#">WVAZ</a>               | 102.7 FM | 5.0 mi.   |  <a href="#">Oak Park, IL</a>        | Urban Contemporary      |
|   <a href="#">WVIV</a>               | 103.1 FM | 25.7 mi.  |  <a href="#">Highland Park, IL</a>   | Spanish                 |
|   <a href="#">WKSC</a>               | 103.5 FM | 3.5 mi.   |  <a href="#">Chicago, IL</a>         | Top-40                  |
|   <a href="#">W280EM (WTMX) (CP)</a> | 103.9 FM | 5.0 mi.   |  <a href="#">Chicago, IL</a>         | Hot AC                  |
|   <a href="#">WJMK</a>               | 104.3 FM | 3.5 mi.   |  <a href="#">Chicago, IL</a>         | Classic Hits            |
|   <a href="#">WOJO</a>               | 105.1 FM | 5.0 mi.   |  <a href="#">Evanston, IL</a>        | Regional Mexican        |
|   <a href="#">WCFS</a>               | 105.9 FM | 3.5 mi.   |  <a href="#">Elmwood Park, IL</a>    | News                    |
|   <a href="#">WSRB</a>               | 106.3 FM | 19.3 mi.  |  <a href="#">Lansing, IL</a>         | Urban Contemporary      |
|   <a href="#">WPPN</a>               | 106.7 FM | 25.7 mi.  |  <a href="#">Des Plaines, IL</a>     | Spanish                 |
|   <a href="#">WGCI</a>               | 107.5 FM | 3.5 mi.   |  <a href="#">Chicago, IL</a>         | Hip Hop                 |
|   <a href="#">WLEY</a>               | 107.9 FM | 21.2 mi.  |  <a href="#">Aurora, IL</a>          | Regional Mexican        |
|  |          |           |   |                         |
|   <a href="#">WAUK</a>               | 540 AM   | 105.8 mi. |  <a href="#">Jackson, WI</a>         | Sports                  |
|   <a href="#">WIND</a>               | 560 AM   | 23.3 mi.  |  <a href="#">Chicago, IL</a>         | News/Talk               |
|   <a href="#">WILL</a>               | 580 AM   | 124.9 mi. |  <a href="#">Urbana, IL</a>          | Public Radio            |
|   <a href="#">WTMJ</a>               | 620 AM   | 63.0 mi.  |  <a href="#">Milwaukee, WI</a>       | News/Talk               |
|  <a href="#">WMFN (CP)</a>  | 640 AM   | 38.1 mi.  |  <a href="#">Peotone, IL</a>         | Regional Mexican        |
|  |          |           |   |                         |
|   <a href="#">WSCR</a>               | 670 AM   | 21.2 mi.  |  <a href="#">Chicago, IL</a>         | Sports                  |

|  |         |          |  |                   |
|--|---------|----------|--|-------------------|
|   <a href="#">WGN</a>        | 720 AM  | 21.8 mi. |  <a href="#">Chicago, IL</a>                 | News/Talk         |
|  <a href="#">WNDZ</a>   | 750 AM  | 33.1 mi. |  <a href="#">Portage, IN</a>                | Variety           |
|   <a href="#">WBBM</a>     | 780 AM  | 20.7 mi. |  <a href="#">Chicago, IL</a>                | News              |
|   <a href="#">WCPT</a>     | 820 AM  | 7.7 mi.  |  <a href="#">Willow Springs, IL</a>         | Talk              |
|  <a href="#">WAIT</a>   | 850 AM  | 45.4 mi. |  <a href="#">Crystal Lake, IL</a>           | Religious         |
|   <a href="#">WLS</a>      | 890 AM  | 21.5 mi. |  <a href="#">Chicago, IL</a>                | News/Talk         |
|  <a href="#">WKBM</a>   | 930 AM  | 43.0 mi. |  <a href="#">Sandwich, IL</a>               | Religious         |
|   <a href="#">WNTD</a>     | 950 AM  | 1.4 mi.  |  <a href="#">Chicago, IL</a>                | Religious         |
|   <a href="#">WMVP</a>     | 1000 AM | 16.0 mi. |  <a href="#">Chicago, IL</a>                | Sports            |
|   <a href="#">WNVR</a>     | 1030 AM | 46.5 mi. |  <a href="#">Vernon Hills, IL</a>           | Ethnic            |
|  <a href="#">WHFB</a>   | 1060 AM | 64.4 mi. |  <a href="#">Benton Harbor-Saint Jo, MI</a> | Nostalgia         |
|   <a href="#">WNWI</a>     | 1080 AM | 13.7 mi. |  <a href="#">Oak Lawn, IL</a>               | International     |
|   <a href="#">WMBI</a>     | 1110 AM | 17.9 mi. |  <a href="#">Chicago, IL</a>                | Spanish Christian |
|   <a href="#">WISN</a>     | 1130 AM | 66.4 mi. |  <a href="#">Milwaukee, WI</a>              | News/Talk         |
|   <a href="#">WYLL</a>     | 1160 AM | 16.9 mi. |  <a href="#">Chicago, IL</a>                | Religious         |
|  <a href="#">WRTQ</a>   | 1200 AM | 12.6 mi. |  <a href="#">Chicago, IL</a>                | Spanish           |
|   <a href="#">WJOB</a>     | 1230 AM | 19.7 mi. |  <a href="#">Hammond, IN</a>                | Talk              |
|  <a href="#">WSBC</a>   | 1240 AM | 10.8 mi. |  <a href="#">Chicago, IL</a>                | Variety           |
|   <a href="#">WWCA</a>     | 1270 AM | 26.7 mi. |  <a href="#">Gary, IN</a>                   | Religious         |
|  <a href="#">WBIG</a>   | 1280 AM | 29.6 mi. |  <a href="#">Aurora, IL</a>                 | Sports            |
|  <a href="#">WRDZ</a>  | 1300 AM | 12.2 mi. |  <a href="#">La Grange, IL</a>             | Children's        |
|  <a href="#">WKTA</a>   | 1330 AM | 23.2 mi. |  <a href="#">Evanston, IL</a>             | Ethnic            |
|   <a href="#">WJOL</a> | 1340 AM | 28.6 mi. |  <a href="#">Joliet, IL</a>               | Talk              |
|  <a href="#">WLTH</a>   | 1370 AM | 26.3 mi. |  <a href="#">Gary, IN</a>                 | Talk              |
|   <a href="#">WGRB</a> | 1390 AM | 7.2 mi.  |  <a href="#">Chicago, IL</a>              | Gospel Music      |
|   <a href="#">WRMN</a> | 1410 AM | 33.8 mi. |  <a href="#">Elgin, IL</a>                | Other             |
|   <a href="#">WIMS</a> | 1420 AM | 40.1 mi. |  <a href="#">Michigan City, IN</a>        | News/Talk         |
|  <a href="#">WEEF</a>   | 1430 AM | 23.2 mi. |  <a href="#">Deerfield, IL</a>            | Ethnic            |
|   <a href="#">WCEV</a> | 1450 AM | 1.5 mi.  |  <a href="#">Cicero, IL</a>               | Ethnic            |
|  <a href="#">WRLL</a>   | 1450 AM | 1.5 mi.  |  <a href="#">Cicero, IL</a>               | Spanish           |
|  <a href="#">WCFJ</a>   | 1470 AM | 28.8 mi. |  <a href="#">Chicago Heights, IL</a>      | Variety           |
|  <a href="#">WPNA</a>   | 1490 AM | 6.5 mi.  |  <a href="#">Oak Park, IL</a>             | Ethnic            |
|  <a href="#">WWHN</a>   | 1510 AM | 29.7 mi. |  <a href="#">Joliet, IL</a>               | Gospel Music      |
|  <a href="#">WCKG</a>   | 1530 AM | 12.4 mi. |  <a href="#">Elmhurst, IL</a>             | Talk              |
|  <a href="#">WBGX</a>   | 1570 AM | 16.3 mi. |  <a href="#">Harvey, IL</a>               | Religious         |
|  <a href="#">WCGO</a>   | 1590 AM | 12.6 mi. |  <a href="#">Evanston, IL</a>             | Talk              |
|  <a href="#">WVON</a>   | 1690 AM | 7.2 mi.  |  <a href="#">Berwyn, IL</a>               | Talk              |



very strong signal



strong signal



moderate signal




weak signal



very weak signal

## Try another search

- Click on the  help icons for more information about a search term.
- If you are having trouble locating stations, [look here](#) for tips.
- You can also [search by latitude & longitude](#).



## 1. Enter your location: (United States only) ?

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State (optional)

IL

## 2. Choose which types of radio stations to find:

☐ AM Only ☐ FM Only ☒ AM and FM☒ Licensed Stations ?☒ Construction Permits ?☐ Unlicensed Stations ?☒ Low Power FM Stations ?☒ FM Translators ?☒ FM Booster Stations ?

Station Format: Any Format ▼

## 3. Choose a reception range: ?

☐ Local Stations Only☒ Include Distant Stations☐ Include Fringe Stations☐ Find stations within:  miles of your location. Frequency: 

Sort by: Frequency ▼

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