

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KFBB CORPORATION, L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

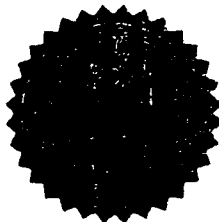
THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1996, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 1996, AT 12:40 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2666296 8100H

020090791

AUTHENTICATION: 1607954

DATE: 02-12-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10:00 AM 09/24/1996
076522 - 2666296

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
KFBB CORPORATION, L.L.C.

First: The name of the limited liability company is KFBB Corporation,
L.L.C.

Second: The address of its registered office in the State of Delaware is
Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New
Castle. The name of its Registered Agent at such address is The Corporation Trust
Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of
Formation of KFBB Corporation, L.L.C.

THE WOOSTER REPUBLICAN
PRINTING COMPANY, Member

By: _____


Albert E. Dix, President

CERTIFICATE OF MERGER

of

KFBB CORPORATION,
an Ohio corporation

into

KFBB CORPORATION, L.L.C.,
a Delaware limited liability corporation

Pursuant to Section 18-209 of the
Limited Liability Company Act of
the State of Delaware and
Section 1705.37 of the Ohio Revised Code

KFBB Corporation, L.L.C., a Delaware limited liability company, does hereby certify
as follows:

FIRST: The name and state of organization of each of the constituent entities to the
merger are as follows:

<u>Name of Constituent Entity</u>	<u>State of Organization</u>
KFBB Corporation, L.L.C.	Delaware
KFBB Corporation	Ohio

SECOND: An Agreement of Merger between the constituent entities to the merger
(the "Agreement of Merger") has been approved, adopted, certified, executed and acknowledged by
each of the constituent entities in accordance with Section 18-209 of the Limited Liability Company
Act of the State of Delaware and Section 1705.37 of the Ohio Revised Code.

THIRD: The name of the surviving limited liability company of the merger is KFBB
Corporation, L.L.C. (the "Surviving Limited Liability Company").

FOURTH: The Certificate of Formation of KFBB Corporation, L.L.C. at the
effective time of the merger shall be the Certificate of Formation of the Surviving Limited Liability
Company.

FIFTH: The merger of the constituent entities shall become effective on October 1,
1996.

SIXTH: The Agreement of Merger is on file at the principal place of business of the
Surviving Limited Liability Company and that address is 212 East Liberty, Wooster, Ohio 44691.

SEVENTH: A copy of the Agreement of Merger will be furnished by the Surviving
Limited Liability Company, on request and without cost, to any member or stockholder of any
constituent entity.

IN WITNESS WHEREOF, KFBB Corporation, L.L.C. has caused this Certificate of Merger to be executed in its name this 26 day of September, 1996.

KFBB CORPORATION, L.L.C.


By: _____


Albert E. Imx, President

CERTIFICATE

The undersigned, Assistant Secretary of KFBB Corporation, L.L.C., a Delaware limited liability company (the "Company"), hereby certifies that the Limited Liability Company Agreement of the Company has not been amended since the execution of the Second Amended and Restated Credit Agreement among Wooster Republican Printing Company, et al. and KeyBank National Association (dated as of September 30, 1997).

IN WITNESS WHEREOF, I have hereto set my hand as of this 27 day of March, 2002.



Dale E. Gerber,
Assistant Secretary

OPERATING AGREEMENT
OF
KFBB CORPORATION, L.L.C.

A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") is made and entered into as of the __th day of _____, 1996, by and between The Wooster Republican Printing Company, an Ohio corporation, and Dix Investment Co., a Delaware corporation, (the foregoing are hereinafter sometimes collectively referred to as the "Members", and individually as a "Member"), to join together to form a limited liability company under the laws of the State of Delaware for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Article I unless otherwise expressly provided herein or unless the context otherwise requires:

Act: "Act" means the Delaware Limited Liability Company Act, as set forth in 6 Del. C. §18-101 through §18-1109, as in effect from time to time in the State of Delaware.

Additional Member: "Additional Member" means any Person admitted as a Member of the Company after the date of original execution of this Agreement in accordance with the provisions of Section 4.2 hereof.

Agreement: "Agreement" means this Limited Liability Company Operating Agreement as the same may be amended from time to time in accordance with the terms hereof.

Board of Directors: "Board of Directors" shall have the meaning set forth in Article VII hereof.

Capital Account: "Capital Account" means, as to a Member, the account established and maintained for such Member pursuant to Article VI hereof.

Capital Contribution: "Capital Contribution" means the amount in cash or the agreed value of Contributed Property contributed or to be contributed by each Member to the capital of the Company for such Member's interest in the Company.

Cash Flow: "Cash Flow" means all revenue received by the Company from Company operations, including but not limited to income from property held by the Company

for investment or from the sale, exchange or other disposition of all or any part of the property of the Company or from the refinancing of any indebtedness on the property of the Company, less all expenses of every kind (before deduction for cost recovery or other non-cash expenses) of the Company for any period.

Code: "Code" means the Internal Revenue Code of 1986, as amended.

Company: "Company" means KFBB Corporation, L.L.C., a Delaware limited liability company.

Contributed Property: "Contributed Property" means each Member's interest in property or other consideration contributed to the Company by such Member.

Directors: "Directors" shall mean those persons appointed from time to time by agreement of the Required Interest of Members to the Board of Directors pursuant to Article VII hereof.

Dispose, Disposing or Disposition: "Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

Initial Members: "Initial Members" means The Wooster Republican Printing Company and Dix Investment Co.

Members: "Members" means the Initial Members and any Person hereafter admitted to the Company as a member as provided in this Agreement.

Membership Interest: "Membership Interest" means the interest of a Member in the Company, including a Member's Capital Account interest, his interest in profits and losses and his rights to receive distributions. A Member's Membership Interest shall be expressed as a percentage which shall equal the ratio that the value of the Capital Contribution made by such Member bears to the Capital Contributions of all Members. Each Member's initial Membership Interest expressed as a percentage of 100 percent is set forth opposite such Member's name on attached Exhibit A under the heading "Membership Interest."

Person: "Person" means any individual, partnership, firm, limited liability company, corporation, trust, association or other legal entity.

Required Interest: "Required Interest" means Members owning more than 75 percent of the Membership Interests of the Company.

Substitute Member: "Substitute Member" means any Person not a Person executing this Agreement as of the date of this Agreement to whom a Membership Interest in the Company has been transferred and who has been admitted to the Company as a Substitute Member pursuant to and in accordance with the provisions of Section 4.4 of this Agreement.

ARTICLE II

ORGANIZATION

Section 2.1 **Certificate of Formation; Foreign Qualification.** The Initial Members have caused to be filed for record the Certificate of Formation of the Company in the office of the Secretary of State of the State of Delaware in accordance with §§18-201 and 18-206(a) of the Act. Prior to the Company's conducting business in any jurisdiction other than the State of Delaware, the Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of any Member, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

Section 2.2 **No State Law Partnership; No Liability to Third Parties.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Director be a partner or joint venturer of any other Member or Director, for any purposes other than federal and state tax purposes, and that this Agreement not be construed to suggest otherwise. No Member or Director shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

ARTICLE III

PURPOSES AND POWERS, REGISTERED OFFICE AND REGISTERED AGENT, AND TERM OF COMPANY

Section 3.1 **Purposes and Powers.** The Company has been formed to engage in any lawful act or activity for which a limited liability company may be formed under the Act. The Company shall have all of the powers granted to a limited liability company under the Act and other laws of the State of Delaware.

Section 3.2 **Principal Office; Registered Agent.** The principal office of the Company shall be at _____, or at such other place as the Members from time to time determine. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The registered agent for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware.

Section 3.3 **Term.** Unless extended by agreement of the Required Interest of Members or earlier dissolved or terminated pursuant to law or the provisions of this Agreement, the Company as herein constituted shall continue until October 1, 2046.

ARTICLE IV

MEMBERSHIP, RESTRICTIONS ON DISPOSITION OF A MEMBERSHIP INTEREST

Section 4.1 **Members.** The Initial Members shall be admitted to the Company effective as of the filing of the Certificate of Formation with the Delaware Secretary of State.

Section 4.2 **Additional Members.** Additional Persons may be admitted to the Company as Members, and Membership Interests may be created and issued to those Persons at the direction of all of the Members. Any such admission shall be effective only after the Additional Member has executed and delivered to the Board of Directors a document including such Member's notice address and an agreement to be bound by this Agreement.

Section 4.3 **Withdrawal.** A Member does not have the right or power to voluntarily withdraw from the Company as a Member.

Section 4.4 **Restrictions on the Disposition of a Membership Interest.**

(a) No Membership Interest, or any right, title or interest therein or thereto, now or hereafter owned, held or acquired by any Member shall be Disposed of voluntarily, involuntarily, by operation of law, with or without consideration, or otherwise without the prior written consent of all other Members, which may be unreasonably withheld, and any attempt to do so shall be null and void. Further, any transfer (whether or not permitted or contemplated by this Agreement) shall not give the transferee the right to be admitted as a Substitute Member and any provision of the Agreement or related document that would cause (i) the Company to have unlimited life, or (ii) a Member's interest to be freely-transferable for purposes of classifying this Company for tax purposes as an association taxable as a corporation, is null and void to the extent it provides for such unlimited life or free transferability of all or any portion of an interest in the Company.

(b) An assignee or transferee of a Membership Interest (hereinafter designated "Assignee") shall be entitled to receive the share of the Company capital and distributions to which such Assignee's immediate predecessor would have been entitled; provided, however, that the Assignee has a right to become and will become a Substitute Member owning the interest so transferred only if (i) the Member making such disposition grants the transferee the right to be so admitted, and (ii) such admission as a Substitute Member is consented to by every other Member, who may grant or withhold such consent in their sole and absolute discretion. Upon becoming a Substitute Member, such Assignee shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of, such Assignee's predecessor, and shall in all respects be a Member under and pursuant to this Agreement. No Member shall have the unilateral right to constitute such Member's Assignee as a Substitute Member.

ARTICLE V

CAPITAL CONTRIBUTIONS

Section 5.1 Initial Contributions. Each Initial Member has contributed or has agreed to contribute cash and/or property to the capital of the Company the value of which is listed opposite the name of such Initial Member on Exhibit A attached hereto.

Section 5.2 Additional Members. Each Additional Member shall make the Capital Contribution required at the time such Additional Member is admitted as a Member of the Company in accordance with Section 4.2 of this Agreement.

Section 5.3 Additional Capital. No Member shall be required to contribute capital to the Company beyond his initial Capital Contribution.

Section 5.4 Return of Contributions. A Member is not entitled to the return of any part of his Capital Contribution or to interest in respect of either his Capital Account or his Capital Contribution. An unreturned Capital Contribution is not a liability of the Company or of any Member.

ARTICLE VI

PROFITS, LOSSES, ACCOUNTING, TAXES AND DISTRIBUTIONS

Section 6.1 Allocation of Profits and Losses. Except as otherwise provided herein, the net profits from the operation of the business of the Company and the net losses incurred by the Company (including gain or loss from the sale, exchange or other disposition of all or any portion of the assets of the Company) shall be divided among and borne by each Member proportionately based on the ratio that such Member's Capital Account interest bears to the Capital Account interests of all Members.

Section 6.2 Books; Fiscal Year; Accounting Terms.

(a) The books of the Company shall be kept in accordance with generally accepted accounting principles, consistently applied, and pursuant to such method as is chosen by the Board of Directors.

(b) The fiscal year of the Company shall end on September 30.

(c) The terms "profits" and "losses," as used herein, shall mean profits and losses as determined for federal income tax purposes and shall also include each Member's share of income described in Section 705(a)(1)(B) of the Code, any expenditures described in Section 705(a)(2)(B) of the Code, any expenditures described in Section 709(a) of the Code which are not deducted or amortized in accordance with Section 709(b) of the Code, losses not deductible pursuant to Sections 267(a) and 707(b) of the Code.

Section 6.3 **Capital Accounts.**

(a) There shall be maintained a Capital Account for each Member in accordance with this Section 6.3. The amount of cash or the agreed value of Contributed Property contributed to the Company by each Member, net of liabilities assumed by the Company or to which the property of the Company is subject, shall be credited to such Member's Capital Account, and from time to time, but not less often than annually, the share of each Member in profits, losses and fair market value of distributions shall be credited or charged to such Member's Capital Account. The determination of Members' Capital Accounts, and any adjustments thereto, shall be made consistent with tax accounting and other principles set forth in Section 704 of the Code and the applicable regulations thereunder.

(b) Except as otherwise specifically provided herein, no Member shall be required to make any further contribution to the capital of the Company to restore a loss, to discharge any liability of the Company or for any other purpose, nor shall any Member, as such, personally be liable for any debts or obligations of the Company or of any other Member except as provided by law.

(c) Immediately following the transfer of any Membership Interest, the Capital Account of the transferee Member shall be equal to the Capital Account of the transferor Member attributable to the transferred Membership Interest and such Capital Account shall not be adjusted to reflect any basis adjustment under Section 743 of the Code.

(d) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Members' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes, taking into account any adjustments required pursuant to Section 704 of the Code and the applicable regulations thereunder.

Section 6.4 **Elections.** The treasurer shall elect pursuant to Section 754 of the Code to adjust the basis of the Company's assets for all transfers of Membership Interests if such election would benefit any Member or the Company.

Section 6.5 **Tax Returns.** The treasurer shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the treasurer all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed. Neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

Section 6.6 **Tax Matters Partner.** The Wooster Republican Printing Company shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. It shall inform each Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving prompt notice thereof after becoming aware thereof

and, within that time, shall forward to each Member copies of all significant written communications it may receive in that capacity.

Section 6.7 **Distributions of Cash Flow**. The treasurer shall distribute at least annually the Company's Cash Flow to the Members in proportion to their respective Membership Interests, except to the extent the Board of Directors determines that any of such Cash Flow should be retained by the Company as a reserve for the reasonable needs of its business.

Section 6.8 **Withdrawals**. No Member shall be entitled to make withdrawals from his Capital Account.

ARTICLE VII

MANAGEMENT

Section 7.1 **Management of Company; Establishment of Board of Directors and Appointment of Officers**.

(a) **General**. The overall management and control of the business and affairs of the Company shall be vested in the Board of Directors, and, unless otherwise expressly provided herein, all decisions with respect to the management and control of the Company shall be made by agreement of at least a majority of the Directors.

(b) **Directors**. There shall be five (5) Directors, each of which may be appointed only upon agreement by the Required Interest of Members. The following individuals are hereby appointed as initial Directors of the Company until their respective successors are duly elected and qualify:

Directors

Albert E. Dix
R. Victor Dix
David E. Dix
Robert C. Dix, Jr.
Gordon C. Dix, II

The Directors shall be appointed annually at a meeting held for that purpose and shall serve at the pleasure and on behalf of the Members. Any Director may be removed, with or without cause, upon agreement of the Required Interest of Members. Any vacancy shall be filled by agreement of the Members.

(c) **Quorum and Transaction of Business**. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. The

act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(d) Annual Meeting. Annual meetings of the Board of Directors shall be held at such time and on such date as may be fixed by the Board of Directors and stated in the notice of the meeting.

(e) Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places, within or without the State of Delaware, as the Board of Directors may, by resolution or by-law, from time to time, determine. The secretary shall give notice of each such resolution or by-law to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

(f) Special Meetings. Special meetings of the Board of Directors may be called by the chairman of the board, if any, the president, any vice president, or any two members of the Board of Directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

(g) Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to participate in the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight (48) hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records and, in the event of a meeting to be held through the use of communications equipment, if the notice sets forth the telephone number at which each director may be reached for purposes of participation in the meeting as shown upon the secretary's records and states that the secretary must be notified if a director desires to be reached at a different telephone number. The giving of notice shall be deemed to have been waived by any director who shall participate in such meeting and may be waived, in a writing, by any director either before or after such meeting.

(h) Compensation. The directors, as such, shall be entitled to receive such reasonable compensation for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 7.2 Officers. The Board of Directors may, but is not required to, select a chairman, a president, such number of vice presidents as they may from time to time determine, a secretary, and a chief financial officer and treasurer, and such other officers as the Board of Directors may from time to time determine. The Board of Directors may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. Any two of such offices, other than that of president and secretary, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in

more than one capacity. Each officer of the Company shall hold office until removed by vote of a majority of the Directors, which removal may occur with or without cause. It is expected that the following officers will have the following duties:

(a) President. The president shall be the chief executive officer of the Company and shall exercise supervision over the business of the Company and over its several officers, subject, however, to the control of the Directors. He shall have authority to sign all certificates and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring his signature and shall have all the powers and duties that the Board of Directors may from time to time assign to him. The initial President shall be Albert E. Dix.

(b) Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the Board of Directors. At the request of the president, or in the case of his absence or disability, the vice president (or if more than one, such vice president designated by the president) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice president to sign in the name of the Company certificates and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

(c) Secretary. The secretary shall keep minutes of all the proceedings of the Members and the Board of Directors shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Company; shall have authority to sign all certificates and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Company which require his signature; shall give notice of meetings of Members; shall produce on request at each meeting of Members a certified list of Members arranged in alphabetical order; shall keep such books and records as may be required by law or by the Board of Directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the Board of Directors or the president. The initial Secretary shall be Robert C. Dix; the initial Assistant Secretary shall be Dale E. Gerber.

(d) Chief Financial Officer and Treasurer. The chief financial officer shall be the treasurer of the Company and shall have general supervision of all finances; he shall receive and have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Company, and shall do with the same as may from time to time be required by the Board of Directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, contributed capital and Membership Interests, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board of Directors all property, books, papers and money of the Company in his hands; and shall have such other powers and duties as may from time to time be assigned to him by the Board of Directors or the president. The initial Chief Financial Officer and Treasurer shall be

Section 7.3 Indemnification.

(a) Indemnification in Non-Derivative Actions. The Company may indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Company, by reason of the fact that she/he is or was a Member, a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by her/him in connection with such action, suit, or proceeding if she/he acted in good faith and in a manner she/he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or 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 which she/he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, she/he had reasonable cause to believe that her/his conduct was unlawful.

(b) Indemnification in Derivative Actions. The Company may, to the extent permitted by applicable law, indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that she/he is or was a Member, a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by her/him in connection with the defense or settlement of such action or suit if she/he acted in good faith and in a manner she/he reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

(c) Indemnification as Matter of Right. To the extent that a Member, a Director, or an officer, employee or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.3, or in defense of any claim, issue, or matter therein, she/he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by her/him in connection therewith.

(d) Determination of Conduct. Any indemnification under subsections (a) and (b) of this Section 7.3, unless ordered by a court, shall be made by the Company only as

authorized in the specific case upon a determination that indemnification of the Member, Director, officer, employee or agent acted proper in the circumstances because she/he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section 7.3. Such determination shall be made by the Members by a vote of the Required Interest.

(e) Advance Payment of Expenses. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.3, may be paid by the Company as they are incurred, in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of a Member, a Director, or an officer, employee or agent to repay such amount, if it shall ultimately be determined that she/he is not entitled to be indemnified by the Company as authorized in this Section 7.3.

(f) Nonexclusivity. The indemnification provided by this Section 7.3 shall not be deemed exclusive of, and shall be in addition to, any other rights to which those seeking indemnification may be entitled under the Agreement or any agreement, vote of the Members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Member, a Director or an officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) Liability Insurance. The Company may purchase and maintain insurance or furnish similar protection on behalf of or for any person who is or was a Director or an officer of the Company, or is or was serving at the request of the Company as a manager, director, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise against any liability asserted against her/him and incurred by her/him in any such capacity, or arising out of her/his status as such, whether or not the Company would have the power to indemnify her/him against such liability under the provisions of this Section 7.3.

(h) No Obligation of Repayment. The authority of the Company to indemnify persons pursuant to subsections (a) and (b) of this Section 7.3 does not limit the payment of expenses as they are incurred, indemnification, insurance, or other protection that may be provided pursuant to this Section 7.3. Subsections (a) and (b) of this Section 7.3 do not create any obligation to repay or return payments made by the Company pursuant to this Section 7.3.

ARTICLE VIII

MEETINGS OF MEMBERS

Section 8.1 Meetings of Members.

(a) Annual Meetings. An annual meeting of Members may be held if so desired, and if held shall be at such time and on such date in the first three months of each year (commencing in 1997) as may be fixed by any Member and stated in the notice of the meeting.

(b) Special Meetings. Special meetings of the Members shall be called upon the written request of any Member, acting either with or without a meeting. Calls for such meetings shall specify the purposes thereof.

(c) Notices of Meetings. Unless waived, written notice of each annual or special meeting stating the time, place, and the purposes thereof shall be given by personal delivery or by mail to each Member of record entitled to vote at or entitled to notice of the meeting, not more than sixty (60) days nor less than seven (7) days before any such meeting. If mailed, such notice shall be directed to the Member at its address as the same appears upon the records of the Company. Any Member, either before or after any meeting, may waive any notice required to be given by law or under this Agreement. The giving of notice shall be deemed to have been waived by any Member who shall participate in any annual or special meeting.

(d) Place of Meetings. Meetings of Members shall be held at the principal office of the Company unless the Members determine that a meeting shall be held at some other place within or without the State of Delaware and cause the notice thereof to so state.

(e) Quorum. Members holding a Required Interest present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Formation or this Agreement to be authorized or taken by the holders of a designated proportion of the Membership Interests may be authorized or taken by a lesser proportion. The holders of a majority of the voting Membership Interests represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

(f) Record Date. The Members may fix a record date for any lawful purpose, including without limiting the generality of the foregoing, the determination of Members entitled to (i) receive notice of or to vote at any meeting, (ii) receive payment of any distribution, (iii) receive or exercise rights of purchase of or subscription for, or exchange or conversion of, certificates or other securities, subject to any contract right with respect thereto, or (iv) participate in the execution of written consents, waivers or releases. Said record date shall not be more than sixty (60) days preceding the date of such meeting, the date fixed for the payment of any distribution or the date fixed for the receipt or the exercise of rights, as the case may be. If a record date shall not be fixed, the record date for the determination of Members who are entitled to notice of, or who are entitled to vote at, a meeting of Members, shall be the close of business on the date next preceding the day on which notice is given, or the close of business on the date next preceding the day on which the meeting is held, as the case may be.

(g) Proxies. A person who is entitled to attend a Members' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of her other rights, by proxy or proxies appointed by a writing signed by such person.

(h) Written Action. Any action may be decided or approved, without notice, by written action signed by all of the Members.

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

Section 9.1 **Dissolution**. Notwithstanding any provision in this Agreement to the contrary, the Company shall be dissolved and its affairs wound up upon the occurrence of any of the following:

- (a) the Required Interest of the Members consent to dissolution of the Company;
- (b) the term specified in Section 3.3 of this Agreement has not been extended and expires;
- (c) The death, insanity, bankruptcy, retirement, resignation, expulsion, dissolution, or liquidation, of any Member, unless the business of the Company is continued by the consent of a Required Interest of the remaining Members; or
- (d) any transfer or attempted transfer of all or any part of a Membership Interest, or any decree of judicial dissolution of the Company is entered under §18-802 of the Act.

Section 9.2 **Liquidation and Termination**. On dissolution of the Company, the Members shall choose an individual to act as the liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the liquidator to minimize any losses resulting from liquidation. The liquidator, as promptly as possible after dissolution and again after final liquidation, shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable, and shall apply the proceeds of liquidation as set forth in the remaining sections of this Article IX.

Section 9.3 **Payment of Debts**. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans or advances that may have been made by Members to the Company) and the expenses of liquidation.

Section 9.4 **Debts to Members**. The remaining assets shall next be applied to the repayment of any loans made by any Member to the Company.

Section 9.5 **Remaining Distribution**. The remaining assets shall then be distributed to the Members in accordance with the Members' positive Capital Account balances.

Section 9.6 **Reserve**. Notwithstanding the provisions of Sections 9.4 and 9.5, the liquidator may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the Company, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

Section 9.7 **Final Accounting**. Each of the Members shall be furnished with a statement prepared by the Company's certified public accountants, which shall set forth the assets and liabilities of the Company as of the date of the complete liquidation. Upon the compliance by the liquidator with the foregoing distribution plan, the liquidator shall execute and cause to be filed Articles of Cancellation and any and all other documents necessary with respect to termination and cancellation of the Company under the Act.

ARTICLE X

AMENDMENTS

Section 10.1 **Authority to Amend**.

(a) This Agreement may be amended by any Member without the approval of the Members if such amendment is solely for the purpose of clarification and does not change the substance hereof.

(b) This Agreement may further be amended by any Member without approval of the Members if such amendment is, in the opinion of counsel for the Company, necessary or appropriate to satisfy requirements of the Code or of any federal or state securities laws or regulations. Any amendment made pursuant to this Subsection 10.1(b) may be made effective as of the date of this Agreement.

(c) Notwithstanding any contrary provision of this Agreement, any amendment to this Agreement or other act which would (i) adversely affect the federal income tax treatment to be afforded the Members, (ii) adversely affect the liabilities of the Members, (iii) change the method of allocation of profit and loss as provided in Article VI or the distribution provisions of Articles VI and IX hereof, or (iv) seek to impose personal liability on the Members, shall require the approval of all Members.

(d) Except as otherwise specifically provided in this Section 10.1, amendments to this Agreement shall require the approval of the Required Interest of the Members.

Section 10.2 **Notice of Amendments**. A copy of any amendment to be approved by the Members pursuant to Subsections 10.1(c) or 10.1(d) shall be mailed no more than thirty (30) and no fewer than five (5) days in advance to the Members. The Members shall be notified as to the substance of any amendment pursuant to Subsections 10.1(a), (b) or (c), and upon request shall be furnished a copy thereof.

ARTICLE XI

POWER OF ATTORNEY

Section 11.1 ***Power***. Each Member irrevocably constitutes and appoints the other Member as its true and lawful attorney in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(a) Any certificates or other instruments which may be required to be filed by the Company under the laws of the State of Delaware or of any other state or jurisdiction in which a Member shall deem it advisable;

(b) Any documents, certificates or other instruments, including but not limited to, any and all amendments and modifications of this Agreement or of the instruments described in Subsection 11.1(a) which may be required or deemed desirable by a Member to effectuate the provisions of any part of this Agreement, and, by way of extension and not in limitation, to do all such other things as shall be necessary to continue and to carry on the business of the Company; and

(c) All documents, certificates or other instruments which may be required to effectuate the dissolution and termination of the Company, to the extent such dissolution and termination is authorized hereby.

The power of attorney granted hereby shall not constitute a waiver of, or be used to avoid, the rights of the Members to approve certain amendments to this Agreement pursuant to Subsections 10.1(c) and 10.1(d) or be used in any other manner inconsistent with the status of the Company as a limited liability company or inconsistent with the provisions of this Agreement.

Section 11.2 ***Survival of Power***. It is expressly intended by each Member that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the death, retirement, dissolution or other termination of such Member. The foregoing power of attorney shall survive the delivery of an assignment by a Member of its entire interest in the Company.

ARTICLE XII

INVESTMENT REPRESENTATION

Section 12.1 ***Investment Representation***. Each Member hereby warrants and represents that it is acquiring its interest in the Company solely for investment purposes and not with a view to the distribution or resale thereof and acknowledges that its purchase of its interest in the Company is expressly subject to the conditions and limitations on transferability set forth in this Agreement.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 **Method of Giving Consent.** Any consent required by this Agreement may be given by a written consent given by the consenting Member and received by the Member soliciting such consent at or prior to the doing of the act or thing for which the consent is solicited, provided that such consent shall not have been nullified by subsequent notice.

Section 13.2 **Governing Law.** The Company and this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 13.3 **Agreement for Further Execution.** At any time or times upon the request of any Member, each Member agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of the State of Delaware, or any other jurisdiction in which the Company does, or proposes to do, business. This Section 13.3 shall not prejudice or affect the rights of the Members to approve certain amendments to this Agreement pursuant to Subsections 10.1(c) and 10.1(d).

Section 13.4 **Entire Agreement.** This Agreement and the Certificate of Formation contain the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement and the Certificate of Formation which are not fully expressed herein and therein.

Section 13.5 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 13.6 **Notices.** Notices to Members or to the Company shall be deemed to have been given when personally delivered or mailed, by prepaid registered or certified mail, addressed as set forth in this Agreement, unless a notice of change of address has previously been given in writing by the addressee to the addressor, in which case such notice shall be addressed to the address set forth in such notice of change of address.

Section 13.7 **Titles and Captions.** All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement.

Section 13.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.

Section 13.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE WOOSTER REPUBLICAN
PRINTING COMPANY

By: _____

Albert Dix, President

DIX INVESTMENT CO.

By: _____

Albert Dix, President

EXHIBIT A

<u>Name and Notice Address</u>	<u>Amount Contributed</u>	<u>Membership Interest</u>
The Wooster Republican Printing Company 212 East Liberty St. P.O. Drawer D Wooster, Ohio 44691	\$ _____	99%
Dix Investment Co. _____ _____ _____	\$ _____	1%

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KULR CORPORATION, L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

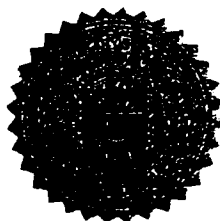
THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1996, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 1996, AT 12:45 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2666289 8100H

020090799

AUTHENTICATION: 1607963

DATE: 02-12-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 09/24/1996
00276512 - 2666289

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
KULR CORPORATION, L.L.C.

First: The name of the limited liability company is KULR Corporation,
L.L.C.

Second: The address of its registered office in the State of Delaware is
Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New
Castle. The name of its Registered Agent at such address is The Corporation Trust
Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of
Formation of KULR Corporation, L.L.C.

THE WOOSTER REPUBLICAN
PRINTING COMPANY, Member

By: _____

Albert E. Dix, President

CERTIFICATE OF MERGER

of

KULR CORPORATION,
an Ohio corporation

into

KULR CORPORATION, L.L.C.,
a Delaware limited liability corporation

Pursuant to Section 18-209 of the
Limited Liability Company Act of
the State of Delaware and
Section 1705.37 of the Ohio Revised Code

KULR Corporation, L.L.C., a Delaware limited liability company, does hereby
certify as follows:

FIRST: The name and state of organization of each of the constituent entities to the
merger are as follows:

<u>Name of Constituent Entity</u>	<u>State of Organization</u>
KULR Corporation, L.L.C.	Delaware
KULR Corporation	Ohio

SECOND: An Agreement of Merger between the constituent entities to the merger
(the "Agreement of Merger") has been approved, adopted, certified, executed and acknowledged by
each of the constituent entities in accordance with Section 18-209 of the Limited Liability Company
Act of the State of Delaware and Section 1705.37 of the Ohio Revised Code.

THIRD: The name of the surviving limited liability company of the merger is KULR
Corporation, L.L.C. (the "Surviving Limited Liability Company").

FOURTH: The Certificate of Formation of KULR Corporation, L.L.C. at the
effective time of the merger shall be the Certificate of Formation of the Surviving Limited Liability
Company

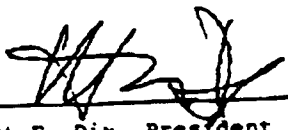
FIFTH: The merger of the constituent entities shall become effective on October 1,
1996.

SIXTH: The Agreement of Merger is on file at the principal place of business of the
Surviving Limited Liability Company and that address is 212 East Liberty, Wooster, Ohio 44691.

SEVENTH: A copy of the Agreement of Merger will be furnished by the Surviving
Limited Liability Company, on request and without cost, to any member or stockholder of any
constituent entity.

IN WITNESS WHEREOF, KULR Corporation, L.L.C. has caused this Certificate of Merger to be executed in its name this 26 day of September 1996.

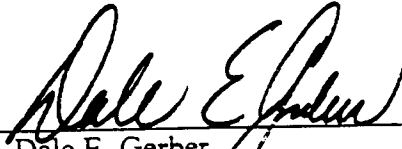
KULR CORPORATION, L.L.C.

By: 
Albert E. Dix, President

CERTIFICATE

The undersigned, Assistant Secretary of KULR Corporation, L.L.C., a Delaware limited liability company (the "Company"), hereby certifies that the Limited Liability Company Agreement of the Company has not been amended since the execution of the Second Amended and Restated Credit Agreement among Wooster Republican Printing Company, et al. and KeyBank National Association (dated as of September 30, 1997).

IN WITNESS WHEREOF, I have hereto set my hand as of this 27 day of March, 2002.



Dale E. Gerber,
Assistant Secretary

OPERATING AGREEMENT
OF
KULR CORPORATION, L.L.C.

A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") is made and entered into as of the ___th day of _____, 1996, by and between The Wooster Republican Printing Company, an Ohio corporation, and Dix Investment Co., a Delaware corporation, (the foregoing are hereinafter sometimes collectively referred to as the "Members", and individually as a "Member"), to join together to form a limited liability company under the laws of the State of Delaware for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Article I unless otherwise expressly provided herein or unless the context otherwise requires:

Act: "Act" means the Delaware Limited Liability Company Act, as set forth in 6 Del. C. §18-101 through §18-1109, as in effect from time to time in the State of Delaware.

Additional Member: "Additional Member" means any Person admitted as a Member of the Company after the date of original execution of this Agreement in accordance with the provisions of Section 4.2 hereof.

Agreement: "Agreement" means this Limited Liability Company Operating Agreement as the same may be amended from time to time in accordance with the terms hereof.

Board of Directors: "Board of Directors" shall have the meaning set forth in Article VII hereof.

Capital Account: "Capital Account" means, as to a Member, the account established and maintained for such Member pursuant to Article VI hereof.

Capital Contribution: "Capital Contribution" means the amount in cash or the agreed value of Contributed Property contributed or to be contributed by each Member to the capital of the Company for such Member's interest in the Company.

Cash Flow: "Cash Flow" means all revenue received by the Company from Company operations, including but not limited to income from property held by the Company

for investment or from the sale, exchange or other disposition of all or any part of the property of the Company or from the refinancing of any indebtedness on the property of the Company, less all expenses of every kind (before deduction for cost recovery or other non-cash expenses) of the Company for any period.

Code: "Code" means the Internal Revenue Code of 1986, as amended.

Company: "Company" means KULR Corporation, L.L.C., a Delaware limited liability company.

Contributed Property: "Contributed Property" means each Member's interest in property or other consideration contributed to the Company by such Member.

Directors: "Directors" shall mean those persons appointed from time to time by agreement of the Required Interest of Members to the Board of Directors pursuant to Article VII hereof.

Dispose, Disposing or Disposition: "Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

Initial Members: "Initial Members" means The Wooster Republican Printing Company and Dix Investment Co.

Members: "Members" means the Initial Members and any Person hereafter admitted to the Company as a member as provided in this Agreement.

Membership Interest: "Membership Interest" means the interest of a Member in the Company, including a Member's Capital Account interest, his interest in profits and losses and his rights to receive distributions. A Member's Membership Interest shall be expressed as a percentage which shall equal the ratio that the value of the Capital Contribution made by such Member bears to the Capital Contributions of all Members. Each Member's initial Membership Interest expressed as a percentage of 100 percent is set forth opposite such Member's name on attached Exhibit A under the heading "Membership Interest."

Person: "Person" means any individual, partnership, firm, limited liability company, corporation, trust, association or other legal entity.

Required Interest: "Required Interest" means Members owning more than 75 percent of the Membership Interests of the Company.

Substitute Member: "Substitute Member" means any Person not a Person executing this Agreement as of the date of this Agreement to whom a Membership Interest in the Company has been transferred and who has been admitted to the Company as a Substitute Member pursuant to and in accordance with the provisions of Section 4.4 of this Agreement.

ARTICLE II
ORGANIZATION

Section 2.1 **Certificate of Formation; Foreign Qualification.** The Initial Members have caused to be filed for record the Certificate of Formation of the Company in the office of the Secretary of State of the State of Delaware in accordance with §§18-201 and 18-206(a) of the Act. Prior to the Company's conducting business in any jurisdiction other than the State of Delaware, the Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of any Member, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

Section 2.2 **No State Law Partnership; No Liability to Third Parties.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Director be a partner or joint venturer of any other Member or Director, for any purposes other than federal and state tax purposes, and that this Agreement not be construed to suggest otherwise. No Member or Director shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

ARTICLE III

**PURPOSES AND POWERS, REGISTERED OFFICE AND
REGISTERED AGENT, AND TERM OF COMPANY**

Section 3.1 **Purposes and Powers.** The Company has been formed to engage in any lawful act or activity for which a limited liability company may be formed under the Act. The Company shall have all of the powers granted to a limited liability company under the Act and other laws of the State of Delaware.

Section 3.2 **Principal Office; Registered Agent.** The principal office of the Company shall be at _____, or at such other place as the Members from time to time determine. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The registered agent for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware.

Section 3.3 **Term.** Unless extended by agreement of the Required Interest of Members or earlier dissolved or terminated pursuant to law or the provisions of this Agreement, the Company as herein constituted shall continue until October 1, 2046.

ARTICLE IV

MEMBERSHIP, RESTRICTIONS ON DISPOSITION OF A MEMBERSHIP INTEREST

Section 4.1 **Members.** The Initial Members shall be admitted to the Company effective as of the filing of the Certificate of Formation with the Delaware Secretary of State.

Section 4.2 **Additional Members.** Additional Persons may be admitted to the Company as Members, and Membership Interests may be created and issued to those Persons at the direction of all of the Members. Any such admission shall be effective only after the Additional Member has executed and delivered to the Board of Directors a document including such Member's notice address and an agreement to be bound by this Agreement.

Section 4.3 **Withdrawal.** A Member does not have the right or power to voluntarily withdraw from the Company as a Member.

Section 4.4 **Restrictions on the Disposition of a Membership Interest.**

(a) No Membership Interest, or any right, title or interest therein or thereto, now or hereafter owned, held or acquired by any Member shall be Disposed of voluntarily, involuntarily, by operation of law, with or without consideration, or otherwise without the prior written consent of all other Members, which may be unreasonably withheld, and any attempt to do so shall be null and void. Further, any transfer (whether or not permitted or contemplated by this Agreement) shall not give the transferee the right to be admitted as a Substitute Member and any provision of the Agreement or related document that would cause (i) the Company to have unlimited life, or (ii) a Member's interest to be freely-transferrable for purposes of classifying this Company for tax purposes as an association taxable as a corporation, is null and void to the extent it provides for such unlimited life or free transferability of all or any portion of an interest in the Company.

(b) An assignee or transferee of a Membership Interest (hereinafter designated "Assignee") shall be entitled to receive the share of the Company capital and distributions to which such Assignee's immediate predecessor would have been entitled; provided, however, that the Assignee has a right to become and will become a Substitute Member owning the interest so transferred only if (i) the Member making such disposition grants the transferee the right to be so admitted, and (ii) such admission as a Substitute Member is consented to by every other Member, who may grant or withhold such consent in their sole and absolute discretion. Upon becoming a Substitute Member, such Assignee shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of, such Assignee's predecessor, and shall in all respects be a Member under and pursuant to this Agreement. No Member shall have the unilateral right to constitute such Member's Assignee as a Substitute Member.

ARTICLE V

CAPITAL CONTRIBUTIONS

Section 5.1 **Initial Contributions**. Each Initial Member has contributed or has agreed to contribute cash and/or property to the capital of the Company the value of which is listed opposite the name of such Initial Member on Exhibit A attached hereto.

Section 5.2 **Additional Members**. Each Additional Member shall make the Capital Contribution required at the time such Additional Member is admitted as a Member of the Company in accordance with Section 4.2 of this Agreement.

Section 5.3 **Additional Capital**. No Member shall be required to contribute capital to the Company beyond his initial Capital Contribution.

Section 5.4 **Return of Contributions**. A Member is not entitled to the return of any part of his Capital Contribution or to interest in respect of either his Capital Account or his Capital Contribution. An unreturned Capital Contribution is not a liability of the Company or of any Member.

ARTICLE VI

PROFITS, LOSSES, ACCOUNTING, TAXES AND DISTRIBUTIONS

Section 6.1 **Allocation of Profits and Losses**. Except as otherwise provided herein, the net profits from the operation of the business of the Company and the net losses incurred by the Company (including gain or loss from the sale, exchange or other disposition of all or any portion of the assets of the Company) shall be divided among and borne by each Member proportionately based on the ratio that such Member's Capital Account interest bears to the Capital Account interests of all Members.

Section 6.2 **Books; Fiscal Year; Accounting Terms**.

(a) The books of the Company shall be kept in accordance with generally accepted accounting principles, consistently applied, and pursuant to such method as is chosen by the Board of Directors.

(b) The fiscal year of the Company shall end on September 30.

(c) The terms "profits" and "losses," as used herein, shall mean profits and losses as determined for federal income tax purposes and shall also include each Member's share of income described in Section 705(a)(1)(B) of the Code, any expenditures described in Section 705(a)(2)(B) of the Code, any expenditures described in Section 709(a) of the Code which are not deducted or amortized in accordance with Section 709(b) of the Code, losses not deductible pursuant to Sections 267(a) and 707(b) of the Code.

Section 6.3 Capital Accounts.

(a) There shall be maintained a Capital Account for each Member in accordance with this Section 6.3. The amount of cash or the agreed value of Contributed Property contributed to the Company by each Member, net of liabilities assumed by the Company or to which the property of the Company is subject, shall be credited to such Member's Capital Account, and from time to time, but not less often than annually, the share of each Member in profits, losses and fair market value of distributions shall be credited or charged to such Member's Capital Account. The determination of Members' Capital Accounts, and any adjustments thereto, shall be made consistent with tax accounting and other principles set forth in Section 704 of the Code and the applicable regulations thereunder.

(b) Except as otherwise specifically provided herein, no Member shall be required to make any further contribution to the capital of the Company to restore a loss, to discharge any liability of the Company or for any other purpose, nor shall any Member, as such, personally be liable for any debts or obligations of the Company or of any other Member except as provided by law.

(c) Immediately following the transfer of any Membership Interest, the Capital Account of the transferee Member shall be equal to the Capital Account of the transferor Member attributable to the transferred Membership Interest and such Capital Account shall not be adjusted to reflect any basis adjustment under Section 743 of the Code.

(d) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Members' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes, taking into account any adjustments required pursuant to Section 704 of the Code and the applicable regulations thereunder.

Section 6.4 Elections. The treasurer shall elect pursuant to Section 754 of the Code to adjust the basis of the Company's assets for all transfers of Membership Interests if such election would benefit any Member or the Company.

Section 6.5 Tax Returns. The treasurer shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the treasurer all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed. Neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

Section 6.6 Tax Matters Partner. The Wooster Republican Printing Company shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. It shall inform each Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving prompt notice thereof after becoming aware thereof

and, within that time, shall forward to each Member copies of all significant written communications it may receive in that capacity.

Section 6.7 *Distributions of Cash Flow*. The treasurer shall distribute at least annually the Company's Cash Flow to the Members in proportion to their respective Membership Interests, except to the extent the Board of Directors determines that any of such Cash Flow should be retained by the Company as a reserve for the reasonable needs of its business.

Section 6.8 *Withdrawals*. No Member shall be entitled to make withdrawals from his Capital Account.

ARTICLE VII

MANAGEMENT

Section 7.1 *Management of Company; Establishment of Board of Directors and Appointment of Officers*.

(a) *General*. The overall management and control of the business and affairs of the Company shall be vested in the Board of Directors, and, unless otherwise expressly provided herein, all decisions with respect to the management and control of the Company shall be made by agreement of at least a majority of the Directors.

(b) *Directors*. There shall be five (5) Directors, each of which may be appointed only upon agreement by the Required Interest of Members. The following individuals are hereby appointed as initial Directors of the Company until their respective successors are duly elected and qualify:

Directors

Albert E. Dix
R. Victor Dix
David E. Dix
Robert C. Dix, Jr.
Gordon C. Dix, II

The Directors shall be appointed annually at a meeting held for that purpose and shall serve at the pleasure and on behalf of the Members. Any Director may be removed, with or without cause, upon agreement of the Required Interest of Members. Any vacancy shall be filled by agreement of the Members.

(c) *Quorum and Transaction of Business*. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. The

act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(d) Annual Meeting. Annual meetings of the Board of Directors shall be held at such time and on such date as may be fixed by the Board of Directors and stated in the notice of the meeting.

(e) Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places, within or without the State of Delaware, as the Board of Directors may, by resolution or by-law, from time to time, determine. The secretary shall give notice of each such resolution or by-law to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

(f) Special Meetings. Special meetings of the Board of Directors may be called by the chairman of the board, if any, the president, any vice president, or any two members of the Board of Directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

(g) Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to participate in the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight (48) hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records and, in the event of a meeting to be held through the use of communications equipment, if the notice sets forth the telephone number at which each director may be reached for purposes of participation in the meeting as shown upon the secretary's records and states that the secretary must be notified if a director desires to be reached at a different telephone number. The giving of notice shall be deemed to have been waived by any director who shall participate in such meeting and may be waived, in a writing, by any director either before or after such meeting.

(h) Compensation. The directors, as such, shall be entitled to receive such reasonable compensation for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 7.2 Officers. The Board of Directors may, but is not required to, select a chairman, a president, such number of vice presidents as they may from time to time determine, a secretary, and a chief financial officer and treasurer, and such other officers as the Board of Directors may from time to time determine. The Board of Directors may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. Any two of such offices, other than that of president and secretary, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in

more than one capacity. Each officer of the Company shall hold office until removed by vote of a majority of the Directors, which removal may occur with or without cause. It is expected that the following officers will have the following duties:

(a) President. The president shall be the chief executive officer of the Company and shall exercise supervision over the business of the Company and over its several officers, subject, however, to the control of the Directors. He shall have authority to sign all certificates and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring his signature and shall have all the powers and duties that the Board of Directors may from time to time assign to him. The initial President shall be Albert E. Dix.

(b) Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the Board of Directors. At the request of the president, or in the case of his absence or disability, the vice president (or if more than one, such vice president designated by the president) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice president to sign in the name of the Company certificates and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

(c) Secretary. The secretary shall keep minutes of all the proceedings of the Members and the Board of Directors shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Company; shall have authority to sign all certificates and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Company which require his signature; shall give notice of meetings of Members; shall produce on request at each meeting of Members a certified list of Members arranged in alphabetical order; shall keep such books and records as may be required by law or by the Board of Directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the Board of Directors or the president. The initial Secretary shall be Robert C. Dix; the initial Assistant Secretary shall be Dale E. Gerber.

(d) Chief Financial Officer and Treasurer. The chief financial officer shall be the treasurer of the Company and shall have general supervision of all finances; he shall receive and have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Company, and shall do with the same as may from time to time be required by the Board of Directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, contributed capital and Membership Interests, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board of Directors all property, books, papers and money of the Company in his hands; and shall have such other powers and duties as may from time to time be assigned to him by the Board of Directors or the president. The initial Chief Financial Officer and Treasurer shall be

Section 7.3 Indemnification.

(a) Indemnification in Non-Derivative Actions. The Company may indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Company, by reason of the fact that she/he is or was a Member, a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by her/him in connection with such action, suit, or proceeding if she/he acted in good faith and in a manner she/he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or 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 which she/he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, she/he had reasonable cause to believe that her/his conduct was unlawful.

(b) Indemnification in Derivative Actions. The Company may, to the extent permitted by applicable law, indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that she/he is or was a Member, a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by her/him in connection with the defense or settlement of such action or suit if she/he acted in good faith and in a manner she/he reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

(c) Indemnification as Matter of Right. To the extent that a Member, a Director, or an officer, employee or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.3, or in defense of any claim, issue, or matter therein, she/he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by her/him in connection therewith.

(d) Determination of Conduct. Any indemnification under subsections (a) and (b) of this Section 7.3, unless ordered by a court, shall be made by the Company only as

authorized in the specific case upon a determination that indemnification of the Member, Director, officer, employee or agent acted proper in the circumstances because she/he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section 7.3. Such determination shall be made by the Members by a vote of the Required Interest.

(e) Advance Payment of Expenses. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.3, may be paid by the Company as they are incurred, in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of a Member, a Director, or an officer, employee or agent to repay such amount, if it shall ultimately be determined that she/he is not entitled to be indemnified by the Company as authorized in this Section 7.3.

(f) Nonexclusivity. The indemnification provided by this Section 7.3 shall not be deemed exclusive of, and shall be in addition to, any other rights to which those seeking indemnification may be entitled under the Agreement or any agreement, vote of the Members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Member, a Director or an officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) Liability Insurance. The Company may purchase and maintain insurance or furnish similar protection on behalf of or for any person who is or was a Director or an officer of the Company, or is or was serving at the request of the Company as a manager, director, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise against any liability asserted against her/him and incurred by her/him in any such capacity, or arising out of her/his status as such, whether or not the Company would have the power to indemnify her/him against such liability under the provisions of this Section 7.3.

(h) No Obligation of Repayment. The authority of the Company to indemnify persons pursuant to subsections (a) and (b) of this Section 7.3 does not limit the payment of expenses as they are incurred, indemnification, insurance, or other protection that may be provided pursuant to this Section 7.3. Subsections (a) and (b) of this Section 7.3 do not create any obligation to repay or return payments made by the Company pursuant to this Section 7.3.

ARTICLE VIII

MEETINGS OF MEMBERS

Section 8.1 Meetings of Members.

(a) Annual Meetings. An annual meeting of Members may be held if so desired, and if held shall be at such time and on such date in the first three months of each year (commencing in 1997) as may be fixed by any Member and stated in the notice of the meeting.

(b) Special Meetings. Special meetings of the Members shall be called upon the written request of any Member, acting either with or without a meeting. Calls for such meetings shall specify the purposes thereof.

(c) Notices of Meetings. Unless waived, written notice of each annual or special meeting stating the time, place, and the purposes thereof shall be given by personal delivery or by mail to each Member of record entitled to vote at or entitled to notice of the meeting, not more than sixty (60) days nor less than seven (7) days before any such meeting. If mailed, such notice shall be directed to the Member at its address as the same appears upon the records of the Company. Any Member, either before or after any meeting, may waive any notice required to be given by law or under this Agreement. The giving of notice shall be deemed to have been waived by any Member who shall participate in any annual or special meeting.

(d) Place of Meetings. Meetings of Members shall be held at the principal office of the Company unless the Members determine that a meeting shall be held at some other place within or without the State of Delaware and cause the notice thereof to so state.

(e) Quorum. Members holding a Required Interest present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Formation or this Agreement to be authorized or taken by the holders of a designated proportion of the Membership Interests may be authorized or taken by a lesser proportion. The holders of a majority of the voting Membership Interests represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

(f) Record Date. The Members may fix a record date for any lawful purpose, including without limiting the generality of the foregoing, the determination of Members entitled to (i) receive notice of or to vote at any meeting, (ii) receive payment of any distribution, (iii) receive or exercise rights of purchase of or subscription for, or exchange or conversion of, certificates or other securities, subject to any contract right with respect thereto, or (iv) participate in the execution of written consents, waivers or releases. Said record date shall not be more than sixty (60) days preceding the date of such meeting, the date fixed for the payment of any distribution or the date fixed for the receipt or the exercise of rights, as the case may be. If a record date shall not be fixed, the record date for the determination of Members who are entitled to notice of, or who are entitled to vote at, a meeting of Members, shall be the close of business on the date next preceding the day on which notice is given, or the close of business on the date next preceding the day on which the meeting is held, as the case may be.

(g) Proxies. A person who is entitled to attend a Members' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of her other rights, by proxy or proxies appointed by a writing signed by such person.

(h) Written Action. Any action may be decided or approved, without notice, by written action signed by all of the Members.

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

Section 9.1 **Dissolution**. Notwithstanding any provision in this Agreement to the contrary, the Company shall be dissolved and its affairs wound up upon the occurrence of any of the following:

- (a) the Required Interest of the Members consent to dissolution of the Company;
- (b) the term specified in Section 3.3 of this Agreement has not been extended and expires;
- (c) The death, insanity, bankruptcy, retirement, resignation, expulsion, dissolution, or liquidation, of any Member, unless the business of the Company is continued by the consent of a Required Interest of the remaining Members; or
- (d) any transfer or attempted transfer of all or any part of a Membership Interest, or any decree of judicial dissolution of the Company is entered under §18-802 of the Act.

Section 9.2 **Liquidation and Termination**. On dissolution of the Company, the Members shall choose an individual to act as the liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the liquidator to minimize any losses resulting from liquidation. The liquidator, as promptly as possible after dissolution and again after final liquidation, shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable, and shall apply the proceeds of liquidation as set forth in the remaining sections of this Article IX.

Section 9.3 **Payment of Debts**. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans or advances that may have been made by Members to the Company) and the expenses of liquidation.

Section 9.4 **Debts to Members**. The remaining assets shall next be applied to the repayment of any loans made by any Member to the Company.

Section 9.5 **Remaining Distribution**. The remaining assets shall then be distributed to the Members in accordance with the Members' positive Capital Account balances.

Section 9.6 **Reserve**. Notwithstanding the provisions of Sections 9.4 and 9.5, the liquidator may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the Company, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

Section 9.7 **Final Accounting**. Each of the Members shall be furnished with a statement prepared by the Company's certified public accountants, which shall set forth the assets and liabilities of the Company as of the date of the complete liquidation. Upon the compliance by the liquidator with the foregoing distribution plan, the liquidator shall execute and cause to be filed Articles of Cancellation and any and all other documents necessary with respect to termination and cancellation of the Company under the Act.

ARTICLE X

AMENDMENTS

Section 10.1 **Authority to Amend**.

(a) This Agreement may be amended by any Member without the approval of the Members if such amendment is solely for the purpose of clarification and does not change the substance hereof.

(b) This Agreement may further be amended by any Member without approval of the Members if such amendment is, in the opinion of counsel for the Company, necessary or appropriate to satisfy requirements of the Code or of any federal or state securities laws or regulations. Any amendment made pursuant to this Subsection 10.1(b) may be made effective as of the date of this Agreement.

(c) Notwithstanding any contrary provision of this Agreement, any amendment to this Agreement or other act which would (i) adversely affect the federal income tax treatment to be afforded the Members, (ii) adversely affect the liabilities of the Members, (iii) change the method of allocation of profit and loss as provided in Article VI or the distribution provisions of Articles VI and IX hereof, or (iv) seek to impose personal liability on the Members, shall require the approval of all Members.

(d) Except as otherwise specifically provided in this Section 10.1, amendments to this Agreement shall require the approval of the Required Interest of the Members.

Section 10.2 **Notice of Amendments**. A copy of any amendment to be approved by the Members pursuant to Subsections 10.1(c) or 10.1(d) shall be mailed no more than thirty (30) and no fewer than five (5) days in advance to the Members. The Members shall be notified as to the substance of any amendment pursuant to Subsections 10.1(a), (b) or (c), and upon request shall be furnished a copy thereof.

ARTICLE XI

POWER OF ATTORNEY

Section 11.1 **Power**. Each Member irrevocably constitutes and appoints the other Member as its true and lawful attorney in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(a) Any certificates or other instruments which may be required to be filed by the Company under the laws of the State of Delaware or of any other state or jurisdiction in which a Member shall deem it advisable:

(b) Any documents, certificates or other instruments, including but not limited to, any and all amendments and modifications of this Agreement or of the instruments described in Subsection 11.1(a) which may be required or deemed desirable by a Member to effectuate the provisions of any part of this Agreement, and, by way of extension and not in limitation, to do all such other things as shall be necessary to continue and to carry on the business of the Company; and

(c) All documents, certificates or other instruments which may be required to effectuate the dissolution and termination of the Company, to the extent such dissolution and termination is authorized hereby.

The power of attorney granted hereby shall not constitute a waiver of, or be used to avoid, the rights of the Members to approve certain amendments to this Agreement pursuant to Subsections 10.1(c) and 10.1(d) or be used in any other manner inconsistent with the status of the Company as a limited liability company or inconsistent with the provisions of this Agreement.

Section 11.2 **Survival of Power**. It is expressly intended by each Member that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the death, retirement, dissolution or other termination of such Member. The foregoing power of attorney shall survive the delivery of an assignment by a Member of its entire interest in the Company.

ARTICLE XII

INVESTMENT REPRESENTATION

Section 12.1 **Investment Representation**. Each Member hereby warrants and represents that it is acquiring its interest in the Company solely for investment purposes and not with a view to the distribution or resale thereof and acknowledges that its purchase of its interest in the Company is expressly subject to the conditions and limitations on transferability set forth in this Agreement.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 **Method of Giving Consent.** Any consent required by this Agreement may be given by a written consent given by the consenting Member and received by the Member soliciting such consent at or prior to the doing of the act or thing for which the consent is solicited, provided that such consent shall not have been nullified by subsequent notice.

Section 13.2 **Governing Law.** The Company and this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 13.3 **Agreement for Further Execution.** At any time or times upon the request of any Member, each Member agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of the State of Delaware, or any other jurisdiction in which the Company does, or proposes to do, business. This Section 13.3 shall not prejudice or affect the rights of the Members to approve certain amendments to this Agreement pursuant to Subsections 10.1(c) and 10.1(d).

Section 13.4 **Entire Agreement.** This Agreement and the Certificate of Formation contain the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement and the Certificate of Formation which are not fully expressed herein and therein.

Section 13.5 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 13.6 **Notices.** Notices to Members or to the Company shall be deemed to have been given when personally delivered or mailed, by prepaid registered or certified mail, addressed as set forth in this Agreement, unless a notice of change of address has previously been given in writing by the addressee to the addressor, in which case such notice shall be addressed to the address set forth in such notice of change of address.

Section 13.7 **Titles and Captions.** All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement.

Section 13.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.

Section 13.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE WOOSTER REPUBLICAN
PRINTING COMPANY

By: _____

Albert Dix, President

DIX INVESTMENT CO.

By: _____

Albert Dix, President

EXHIBIT A

<u>Name and Notice Address</u>	<u>Amount Contributed</u>	<u>Membership Interest</u>
The Wooster Republican Printing Company 212 East Liberty St. P.O. Drawer D Wooster, Ohio 44691	\$ _____	99%
Dix Investment Co. _____ _____ _____	\$ _____	1%

Exhibit 3.28
Tower Inspection Reports

LIGHTS

TOP BEACON ✓

LOWER BEACON ✓

UPPER MARKERS ✓

LOWER MARKERS ✓

TOWER PAINT ✓

GUY WIRES ✓

COMMENTS ✓

INSPECTION BY [Signature]

TOWER INSPECTION

DATE 3/4/03

LIGHTS

TOP BEACON ✓

LOWER BEACON ✓

UPPER MARKERS ✓

LOWER MARKERS ✓

TOWER PAINT ✓

GUY WIRES ✓

COMMENTS ✓

INSPECTION BY [Signature]

TOWER INSPECTION

DATE 5/9/03

LIGHTS

TOP BEACON ✓

LOWER BEACON ✓ * SEE NOTE

UPPER MARKERS ✓

LOWER MARKERS ✓

TOWER PAINT ✓

GUY WIRES ✓

COMMENTS

Lower beacon out 4/3/03 - repaired by Kuhl's Tim 171500
on 5/9/03

INSPECTION BY [Signature]

FROM:

COLTON TOWER CONSULTANTS, INC.
P.O. Box 299
MCALLISTER, MONTANA 59740
TELEPHONE: 406-682-5004
FAX: 406-682-5003

Invoice No.: SU21-0678A
Date: September 14, 2001
Terms: Due Upon
Receipt of
Invoice

TO: [KFBB TV
P.O. Box 1129
Great Falls, Montana 59403]

[ATTENTION: Accounts Payable]

Your Purchase Order No. 000606

Quantity	Description	Amount
----------	-------------	--------

The following existing 560' tower located in Great Falls, Montana has been painted.

A. Paint existing TV tower.

1. Wire brushed and cleaned tower.
2. Furnished paint and painted tower with International orange and white paint.
3. Furnished bulbs and relamped tower.
4. Mobilization.

Total Amount Due: \$8,945.00

9/14/01	
225004	
9/19	1420 8945
12/01	

By: Cornie Maslen for
Colton Maslen

INVOICE

FROM: COLTON TOWER CONSULTANTS, INC.
P.O. Box 299
MCALLISTER, MONTANA 59740
TELEPHONE: 406-682-5004
FAX: 406-682-5003

Invoice No.: SO22-0782
Date: December 13, 2002
Terms: Due Upon Receipt of Invoice

TO: KFBB TV
P.O. Box 1130
Great Falls, Montana 59403

ATTENTION: Accounts Payable

Your Purchase Order No. as per Mike Warner

Quantity	Description	Amount
----------	-------------	--------

The following work has been completed on existing 560' tower located in Great Falls, Montana.

A. Completed the following work on existing 560' TV tower.

1. Plumbed tower.
2. Tensioned guy wires.
3. Mobilization

Total Amount Due: \$832.00

Mike

#1 9/16 3500 lbs

#2 5/8 4200 lbs

#3 & 4 5800 lbs

#5 top guys
4200 lbs.

INVOICE NO.	SO22-0782
DATE	12/16/02
AMOUNT	832.00
TOTAL	832.00

Talk to you

211 - Bonnie Madsen for

Cell 671-5440

Exhibit 3.29
Coverage for Cable Stations

Cable System Information, KULR-TV

Montana

Site City	Provider	Subs	Channel	Notes
Absarokee	Cable Montana	233	8	
Belfry	Belfry Cable TV	58		
Big Timber	Cable Montana	658	8	
Billings	Bresnan	25,700	11	
Billings, West side	Blackstone Cable	72		
Brooks	Ashland Enl.	268		
Colstrip	Colstrip Cable	400		
Columbus	FiberVision	538	8	
Crow Agency	Crow Cable	210		
Forsyth	Cable Montana	590	11	
Fromberg	Cable Montana	97		
Gardiner	Blackstone Cable	255		
Hardin	N. Yellowstone Cable	927	8	
Hysgham	Cable Montana	97		
Joliet	Blackstone Cable	113		
Jordan	Blackstone Cable	181		
Laurel	Mid Rivers Cable	1,830	8	
Livingston	Cable Montana	2,893		
Miles City	Bresnan	3,482	4 KYUS on channel 3, KYUS airs KULR programming	
Park City	Cable Montana	160	8	
Red Lodge	Cable Montana	1,074	8	
Roundup	Roundup Cable	439		
Ryegate	Ryegate Cable	52		

Wyoming

Site City	Provider	Subs	Channel	Notes
Basin	TCT West	189	8	
Byron	TCT West	95	8	
Burlington	TCT West	35	8	
Cody	Bresnan	6,202	6	
Cowley	Cowley Telecable	114		
Cowley	TCT West	76	8	
Greybul	Bresnan	2,610	12	
Greybul	TCT West	280	8	
Lovell	Lovell Cable TV	801		
Lovell	TCT West	208	8	
Manderson	TCT West	28	8	
Meeteetse	TCT West	61	8	
Powell	Bresnan	1,814	6	

The Wyoming cable systems also currently carry KTWQ, the NBC affiliate in Casper, Wyoming. Please note however that NBC has pulled KTWQ's NBC affiliation effective August of 2003. This should be an advantage for KULR in Northern Wyoming.

The only written correspondence I have relating to cable systems is the attached agreement showing we provided an antenna to help improve the signal in Livingston, MT.

Typically complaints are handled in person so there is very little paper trail.

I was unable to reach anyone on many of the small cable systems. My information source on those systems is the Television & Cable Factbook 2000.

KULR-TV

2045 Overland Ave.
Billings, MT. 59102
(406) 656-8000



4/4/2001

KULR-TV is providing an antenna to the AT&T cable head-end in Livingston, Montana to improve the KULR signal from the channel 50 translator located on Green Mountain.

The antenna is a Scala PR-TV, channel 50. Paraflector S/N L035-18538-069, feed horn S/N LG039-19010-001.

This antenna is only to be used to receive a signal from KULR-TV and remains the property of KULR. KULR has the right to take possession of this antenna when it is no longer used to receive KULR's signal.


AT&T Cable Representative


KULR-TV Representative

KFBBS

Items, 6, 7, 8, 9

Items, 6 & 7

Counties covered by translators and cable systems,

Glacier, Pondera, Teton, Cascade, Lewis & Clark, Toole, Liberty, Hill, Chouteau, Fergus, Blaine, Phillips, Valley, Roosevelt.

Counties covered by translators only,

Judith Basin, Garfield, Petroleum, McCone.

Cable systems and their channel assignments.

Mallard Cablevision, community served and channel assignment.

Belt, ch. 5 with 137 subscribers
Chester, ch.5 with 211 subscribers
Dutton, ch.6 with 57 subscribers
Valier, ch.13 with 92 subscribers
Vaughn-SunPrairie ch.5 with 168 subscribers.

Mid-Rivers Cable Television
Jordan, ch. 7 with 165 subscribers

Bresnan cable systems offer 33,000 subscribers for our D.M.A.
Bresnan offer KFBB on ch.9 in Great Falls and ch. 5 in Helena

Item, 8

There are no out of market stations carried on cable systems within are viewing area.

Item, 9

At the present time the Helena microwave feed leaving KFBB and feeding Bresnan cable system in Helena and our Transmitter has noise in the video. Work is under way to restore the system.

I will remind you also of our 1/4th ownership in the Highline microwave system feeding Bresnan cable headend systems.