State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CERTIFICATE OF CONVERSION
(Another Business Entity into LLC)

FILED

For Office Use Only
RECEIVED
STATE OF TENNESSEE
2007 NOV 26 AM 9:00
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of §48-249-703 of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this certificate of conversion:

1. The name of the of the domestic limited liability company as set forth in its articles of organization is:
NewsChannel 5 Network, LLC.

2. The name of the converting other business entity immediately prior to the filing of the certificate of conversion is:
NewsChannel 5 Network, L.P.

3. The jurisdiction in which the converting other business entity was formed is Tennessee
and its date of formation is December 10, 1998 **(month/day/year).**

4. All required approvals of the conversion have been obtained by the other business entity.

5. If the conversion is not to be effective upon the filing of the certificate of conversion and articles of organization, then the future effective date or time of the conversion to a domestic LLC is:

Date: N/A, _____ _____ **Time** _____

11/20/07
Signature date

Signature

Vice President & Secretary
Signer's capacity

Guy R. Friddell, III
Name (typed or printed)

SS-4268 (Rev. 01/06) RDA2458 Filing Fee $20 RDA2458

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State of Tennessee

Department of sate
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION
(LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

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RECEIVED
STATE OF TENNESSEE
2007 NOV 26 AM 9: 00
RILEY DARNELL
SECRETARY OF STATE

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: NewsChannel 5 Network, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
CT Corporation System
(Name)
800 South Gay Street, Ste 2021 Knoxville TN 37929-9710
(Street address) *(City)* *(State/Zip Code)*
Knox
(County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***
☐ Member Managed ☐ Manager Managed ☒ Director Managed

4. Number of Members at the date of filing, if more than six (6): 2.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)
Date: N/A, Time:

6. The complete address of the Limited Liability Company's principal executive office is:
474 James Robertson Parkway Nashville TN 37219
(Street Address) *(City)* *(State/County/Zip Code)*

7. Period of Duration if not perpetual: N/A

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

11/20/07
Signature Date

Signature

Vice President & Secretary
Signer's Capacity (if other than individual capacity)

Guy R. Friddell, III
Name (printed or typed)

American LegalNet, Inc.
www.FormsWorkflow.com

AMENDED AND RESTATED OPERATING AGREEMENT
OF
NEWSCHANNEL 5 NETWORK, LLC

(a Tennessee limited liability company)

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the "Agreement"), made as of September 12, 2008, is by and between NEWSCHANNEL 5 NETWORK, LLC, a Tennessee limited liability company (the "Company"), and LANDMARK TELEVISION, LLC, a Nevada limited liability company (the "Member"), who agree to operate a limited liability company under the Tennessee Limited Liability Company Act, as amended (the "Act"), upon the following terms and conditions:

1. FORMATION, REORGANIZATION & RESTATEMENT, AND TERM.

A. Formation.

The Company was organized in connection with the conversion of NewsChannel 5 Network, L.P. into a limited liability company by virtue of Section 48-204-101 of the Act, pursuant to which a Certificate of Conversion and Articles of Organization were filed with the Secretary of State of Tennessee. Upon its formation, (i) NewsChannel 5, Inc., a Tennessee corporation ("NCI"), owned 1% of the membership interests in the Company and Landmark Television, Inc., a Nevada corporation ("LTI"), owned 99% of the membership interests in the Company, (ii) NCI, LTI and the Company entered into an Operating Agreement dated as of November 26, 2007 (the "Initial Operating Agreement") and (iii) the Company elected to be treated for U.S. federal income tax purposes as an association taxable as a corporation.

B. Reorganization & Restatement.

In connection with a series of reorganization steps directed by the ultimate parent of the Member and the Company, (i) on August 11, 2008, NCI merged with and into LTI, with LTI surviving the merger and succeeding to NCI's membership interest in the Company, (ii) on August 13, 2008, LTI converted under Nevada state law from a corporation to a limited liability company (*i.e.*, from Landmark Television, Inc. to Landmark Television, LLC), and (iii) on September 12, 2008, each of the Member and the Company elected to be treated for U.S. federal income tax purposes as disregarded entities (such steps are, collectively, the "Reorganization"). The Member and the Company now desire to, and by this Agreement hereby do, amend and restate the Initial Operating Agreement in its entirety to reflect the effects of the Reorganization.

C. Term.

The term of the Company began upon the issuance of its certificate of organization by the Secretary of State of Tennessee and shall continue until terminated in accordance with this Agreement.

2. NAME, OFFICE OF THE COMPANY AND REGISTERED AGENT.

A. Name.

The name of the Company is NewsChannel 5 Network, LLC. The business of the Company may be conducted under such trade or fictitious names as the Board of Directors may determine.

B. Office of the Company.

The principal office of the Company, at which shall be kept the records required to be maintained by the Company under the Act, shall be 474 James Robertson Parkway, Nashville, Tennessee 37219.

C. Registered Agent.

The Company's agent for service of process shall be CT Corporation System, 800 South Gay Street, Ste. 2021, Knoxville, Tennessee 37929-9710, or such other person as the Board of Directors may designate.

3. BUSINESS OF THE COMPANY.

The business of the Company shall be to carry on any and all lawful business activities for which limited liability companies may be organized in Tennessee and are permitted to engage in under the Act.

4. MEMBER, INTEREST AND CAPITAL.

A. Member and Interest.

The Member owns a 100% ownership interest in the Company (the "Interest").

B. Capital Contributions.

The Member shall not be required to make any capital contributions to the Company and shall contribute only such capital as and when the Member deems appropriate.

C. Liability of Member, Managers and Officers.

No Member, director, officer or authorized agent shall have any personal obligation for any liabilities of the Company by reason of being a Member, director, officer or authorized agent of the Company.

5. ALLOCATIONS AND DISTRIBUTIONS.

A. Allocations.

The Company is a disregarded entity for tax purposes pursuant to Section 301.7701-3(b)(1)(ii) of the Regulations promulgated by the United States Department of the Treasury. Therefore, net income, net loss, gain from sale, and loss from sale shall be allocated to the Member.

B. Distributions.

The Company may make distributions at such time or times as the Board of Directors in its sole discretion may determine.

6. MANAGEMENT AND CONTROL OF BUSINESS.

The Company is a director-managed limited liability company under Tennessee law and accordingly shall be managed by a Board of Directors, which initially shall be composed of three (3) directors. A director may resign at any time and may be removed, with or without cause, and a successor selected, only by the act of the Member. The following persons shall constitute the Board of Directors as of the date of this Agreement:

Frank Batten, Jr.
S. Decker Anstrom
Guy R. Friddell, III

The Company shall also have the following officers as of the date of this Agreement, with the officer designation set forth opposite the name of each:

Frank Batten, Jr.	Chairman
Deborah F. Turner	President
Guy R. Friddell, III	Vice President and Secretary
Teresa F. Blevins	Treasurer
Colleen R. Pittman	Assistant Secretary
Susan S. Goetz	Assistant Secretary

Officers shall have such powers as are usually exercised by comparably designated officers of a Tennessee corporation and shall have the power to bind the Company through the exercise of those powers. The directors (or the Member) may appoint such additional officers of the Company as they determine in their sole discretion, and such additional officers may or may not be designated as directors by the Member.

(1) The Board of Directors shall have the exclusive right to manage the business of the Company and to make all decisions regarding the business of the Company. The Board of Directors may delegate prescribed functions by written instrument to any officer, employee, agent, or consultant and may at will and without cause revoke that delegation in the same manner.

(2) The Board of Directors is granted the right, power, and authority to do in the name of, and on behalf of, the Company all things that in the judgment of the Board of Directors who is acting are necessary, proper or desirable to carry out the purposes of the Company.

(3) Notwithstanding anything to the contrary in the foregoing, any instrument may be executed and delivered on behalf of the Company by any officer, including any deed, deed of trust, note or other evidence of indebtedness, partnership or operating agreement, lease agreement, security agreement, financing statement, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable and claims of the Company; and no other signature shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms. All persons may rely thereon and shall be exonerated from any and all liability if they deal with an officer on the basis of documents approved and executed on behalf of the Company by the officer.

7. INDEMNIFICATION AND EXCULPATION OF OFFICERS AND DIRECTORS.

A. Indemnification.

Each officer and director shall be indemnified and held harmless by the Company from any liability resulting from any act performed by any one of them on behalf of the Company except for acts of gross negligence or willful misconduct.

B. Exculpation.

No officer or director shall be liable to the Company or to the Member for or as a result of any act, omission or error in judgment that was taken, omitted or made by that officer or director in the exercise of his judgment, which act, omission or error does not constitute gross negligence or willful misconduct.

8. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBER.

The Member may transfer, assign or otherwise dispose of all or any portion of its Interest. If the Member transfers its entire Interest, then the transferee shall be admitted as a substituted member upon completion and the transferee's acceptance of the transfer without further action and shall thereafter be the Member for purposes of this Agreement. If the Member transfers less than its entire Interest, then the transferee shall be admitted as a substituted member with respect to the transferred Interest upon the written consent of the Member.

The Member may admit additional members and determine the ownership interest and capital contribution of each.

9. DISSOLUTION OF THE COMPANY.

The Company shall be dissolved upon resolution of the Member, or the entry of a judicial decree of dissolution. Upon an event causing dissolution of the Company, the Board of Directors or the Member shall wind up the Company's affairs. After paying or providing for the payment of all Company debts, the proceeds of sale shall be distributed to the Member. If the Board of Directors determines that an immediate sale would be financially inadvisable, they may defer sale of the Company assets for a reasonable time, or distribute the assets in kind.

10. AMENDMENT.

Amendment of this Agreement shall require the written consent of the Member.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

COMPANY:

NEWSCHANNEL 5 NETWORK, LLC,
a Tennessee limited liability company

By: _____
Guy R. Friddell, III
Vice President and Secretary

MEMBER:

LANDMARK TELEVISION, LLC,
a Nevada limited liability company

By: _____
Guy R. Friddell, III
Vice President