

LAUREN A. COLBY  
ATTORNEY AT LAW  
POST OFFICE BOX 113  
FREDERICK, MARYLAND 21705-0113

March 19, 2009

10 EAST FOURTH STREET  
FREDERICK, MARYLAND 21701-5257

TELEPHONE  
301-663-1086  
FACSIMILE  
301-695-8734  
E-MAIL  
lac@lcolby.com

BY HAND

FILED/ACCEPTED

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Federal Communications Commission  
Office of the Secretary

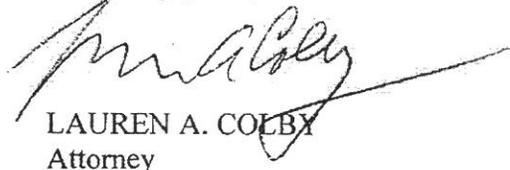
Ms. Marlene Dortch, Secretary  
Office of the Secretary  
Federal Communications Commission  
445 Twelfth Street SW  
Room TW-A325  
Washington, DC 20054

Dear Ms. Dortch:

On behalf of my client, Honey Creek Broadcasting LLC, the licensee of FM Broadcast Station KEDB (formerly KELR-FM), FCC Facility ID No. 17776, Chariton, Iowa, I hand you herewith for filing one copy each of Honey Creek's Operating Agreement and a recently executed Addendum to Operating Agreement. Please associate these copies with the ownership files for Station KEDB.

Should there be any questions concerning this matter please communicate with the undersigned.

Very truly yours,

  
LAUREN A. COLBY  
Attorney

LAC/tdm

Enclosure

cc: Mr. Fredric Jenkins  
Mr. Edwin Brand

## OPERATING AGREEMENT

Operating Agreement (“Agreement”), made and entered into this 7<sup>th</sup> day of January, 2009, by and between Fredric L. Jenkins and Carolyn E. Jenkins, individuals and residents of the state of Iowa.

### WITNESSETH:

WHEREAS, there is in existence a certain Iowa Limited Liability Company known as Honey Creek Broadcasting LLC (the “Company”); and

WHEREAS, the above named individuals wish to provide for the ownership and operation of the Company;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

1. **Purpose of the Company:** The purpose of the Company is to engage in the business of radio and television broadcasting for profit.

2. **Ownership of the Company:** Initially, the Company shall issue One Hundred Twenty (120) membership units, which may or may not be evidenced by the issuance of Certificates of Membership. The initial 120 units will be issued to Fredric L. and Carolyn E. Jenkins, as joint tenants in the entirety, with a right of survivorship. The Company may issue additional membership units, but only with a written consent of the holders of the majority of the Company’s outstanding membership units.

3. **Management:** The Company shall be managed by its members. Initially, the Company will have two managing members: Fredric L. Jenkins and Carolyn E. Jenkins.

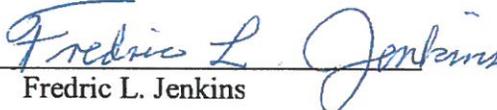
Additional managing members may be appointed by the written consent of the holders of the majority of the Company's outstanding membership units.

4. **Term, Amendments:** The term of this Agreement shall be perpetual. It may be amended only by an instrument bearing the signatures of the holders of the majority of the outstanding membership units of the Company.

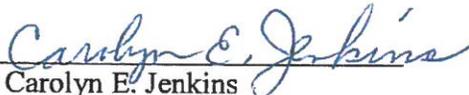
5. **Iowa Contract:** This Agreement is an Iowa contract and shall be construed and interpreted in accordance with the laws of that state (other than laws relating to conflicts of laws).

IN WITNESS WHEREOF, the premises considered, the parties to this Agreement have set their hands and seals as of the date first above written.

**FREDRIC L. JENKINS**

By:   
Fredric L. Jenkins

**CAROLYN E. JENKINS**

By:   
Carolyn E. Jenkins

**ADDENDUM TO OPERATING AGREEMENT**

Addendum to Operating Agreement ("Addendum"), made and entered into this <sup>17<sup>th</sup></sup> day of March, 2009, by and between Fredric L. Jenkins and Carolyn E. Jenkins, individuals and residents of the State of Iowa.

**WITNESSETH:**

WHEREAS, there is in existence a certain Operating Agreement, dated January 7, 2009, and executed by the above described individuals, governing the operations of the Iowa limited liability company known as Honey Creek Broadcasting LLC (the "Company"); and

WHEREAS the parties to the Operating Agreement wish to amend the Operating Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth it is agreed as follows:

**1. Appointment of Edwin Brand As a Managing Member:** Edwin Brand, an individual and resident of the State of Iowa, is hereby appointed a managing member of the Company to serve at the pleasure of the holders of the majority of the Company's membership units.

**2. Issuance of Additional Membership Units:** The Company hereby issues sixty (60) membership units to Edwin Brand, so that there are one hundred eighty (180) membership units outstanding, sixty (60) of which are owned by Edwin Brand and one hundred twenty (120) by Fredric L. and Carolyn E. Jenkins, as joint tenants in the entirety with the right of survivorship.

IN WITNESS WHEREOF, the premises considered, the parties to this Agreement have set their hands and seals as of the date first above written.

**FREDRIC L. JENKINS**

By: *Fredric L. Jenkins*  
Fredric L. Jenkins

**CAROLYN E. JENKINS**

By: *Carolyn E. Jenkins*  
Carolyn E. Jenkins

**SECOND ADDENDUM TO OPERATING AGREEMENT  
AND TRANSFER OF MEMBERSHIP UNITS**

Second Addendum to Operating Agreement (this "Second Addendum"), made and entered into this 11<sup>th</sup> day of October, 2016, (the "Second Addendum Execution Date") by and between Fredric L. Jenkins, Carolyn E. Jenkins, and Edwin Brand, individuals and residents of the State of Iowa.

**WITNESSETH:**

WHEREAS, there is in existence a certain Operating Agreement, dated January 7, 2009, as amended as set forth in Addendum to Operating Agreement, dated March 17, 2009, and executed by the above described individuals, governing the operations of the Iowa limited liability company known as Honey Creek Broadcasting LLC (the "Company"); and

WHEREAS the parties to the Operating Agreement wish to amend the Operating Agreement in order that Fredric L. Jenkins and Carolyn E. Jenkins each own sixty (60) membership units individually as opposed to one hundred twenty (120) membership units as joint tenants in the entirety with the right of survivorship and Fredric L. Jenkins and Carolyn E. Jenkins hereby certify this transfer by signing hereto;

WHEREAS the parties to the Operating Agreement further wish to amend the Operating Agreement to ensure that membership units in the Company are not transferred to persons or entities that do not currently own membership units in the Company;

WHEREAS the parties to the Operating Agreement further wish to amend the Operating Agreement to appoint Edwin Brand as sole Managing Member; and

WHEREAS the parties to the Operating Agreement further wish to specify the manner in which the assets of the Company shall be distributed upon dissolution of the Company;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth it is agreed as follows:

1. Section 2. of the Operating Agreement shall be amended by deleting the clause reading, "The initial 120 units will be issued to Fredric L. and Carolyn E. Jenkins, as joint tenants in the entirety, with a

right of survivorship,” and replacing it with: “Of the initial 120 units, 60 will be issued to Fredric L. Jenkins and 60 shall be issued to Carolyn E. Jenkins.”

2. Section 2 of the Addendum to Operating Agreement shall be amended by deleting the phrase “and one hundred twenty (120) by Fredric L. and Carolyn E. Jenkins, as joint tenants in the entirety with the right of survivorship,” and replacing it with: “60 of which are owned by Fredric L. Jenkins, and 60 of which are owned by Carolyn E. Jenkins.”

3. Section 2 of the Operating Agreement shall be amended by adding the following paragraph:

**2.a. Transfer Restriction.** Membership units cannot be sold, assigned, disposed of, encumbered, bequeathed, or transferred to any persons, individuals, corporations, or other entities, unless written application for such a transfer is made to the members of the Company and said request is approved unanimously and in writing by the members of the Company. In the event of the death or bankruptcy of any member (a “Departing Member”), if the other members do not approve of any transfer of the Departing Member’s interest, that interest shall be repurchased by the Company, with proceeds from the repurchase going to the Departing Member or his/her estate. The purchase by the Company shall be at a buy-out price, set at one dollar, by unanimous agreement of the members at the time of the execution of this Second Addendum, which buy-out price may be changed by unanimous agreement of the members from time to time after the execution of this Second Addendum. The buy-out price need not be set on a per unit basis, and may be set at different values with respect to the interests of different members.

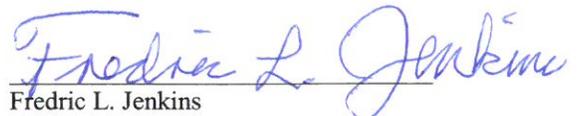
4. Section 3 of the Operating Agreement shall be amended by adding the following:

As used herein, any member designated as a “Managing Member” shall have the right and responsibility to manage and operate the Company and, except as specifically provided herein, to make any and all decisions regarding the Company, including but not limited to: decisions regarding the incurrence of debt, the payment of expenses, or the sale of some or all of the assets of the Company. On and after the Second Addendum Execution Date, the sole Managing Member of the Company shall be Edwin Brand. In the event of the resignation of the Managing Member or that member’s

incapacity to serve in that role, the other members will select, by unanimous agreement, the new Managing Member or Managing Members for the Company.

5. The Operating Agreement shall be amended by adding the following as new Sections 6 and 7:
- a. **Dissolution.** In the event that the Company is dissolved or if substantially all of its assets are sold, after the payment of all obligations of the Company and expenses of the sale or dissolution, any remaining assets of the Company shall be distributed among the members of the company pro rata based on the proportion of the membership units held by each member at the time of the dissolution of the Company.
  - b. **Distributions.** The Managing Member shall make any decisions as to the distribution of funds received by the Company to the members. Any distributions which the Managing Member elects to make shall be made pro rata based on the proportion of the membership units held by the member at the time of the distribution, unless otherwise agreed to unanimously by the members. Payments for services in the form of salaries shall not be considered to be distributions under the terms of this paragraph.

IN WITNESS WHEREOF, the parties execute this Second Addendum the day and year first above written.

  
Fredric L. Jenkins

  
Carolyn E. Jenkins

  
Edwin Brand