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February 15, 2018

Marlene H. Dortch, Esquire  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Room TW-A325  
Washington, D.C. 20554

**ACCEPTED/FILED**

**FEB 15 2018**

Federal Communications Commission  
Office of the Secretary

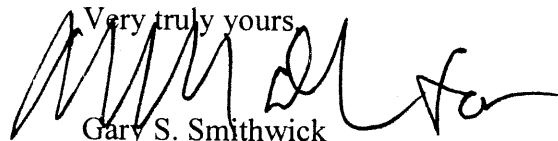
Re: Flagler Broadcasting, LLC  
WAKX(FM), Palm Coast, FL (FIN 183339)  
WBHQ(FM), Beverly Beach, FL (FIN 68760)  
WBHU(FM), St. Augustine Beach, FL (FIN 53672)  
WNZF(AM), Bunnell, FL (FIN 134066)  
Contract Filing

Dear Ms. Dortch:

On behalf of Flagler Broadcasting, LLC, licensee of WAKX(FM), Palm Coast, FL (FIN 183339), WBHQ(FM), Beverly Beach, FL (FIN 68760), WBHU(FM), St. Augustine Beach, FL (FIN 53672), and WNZF(AM), Bunnell, FL (FIN 134066), pursuant to Section 73.3613 of the FCC's Rules, transmitted herewith is a copy of the First Modification of Operating Agreement of Flagler Broadcasting, LLC.

If any question arises in connection with this filing, please contact undersigned counsel.

Very truly yours,



Gary S. Smithwick

Counsel for Flagler Broadcasting, LLC

GSS/sls  
Enclosures

**FIRST MODIFICATION OF OPERATING AGREEMENT  
OF  
FLAGLER BROADCASTING, LLC**

This First Modification of Operating Agreement ("Modification") is made and entered into effective as of the 21 day of December, 2017, by and among the undersigned individuals ("Members") and FLAGLER BROADCASTING, LLC (the "Company");

WHEREAS, the Members previously entered into an Operating Agreement dated May 16, 2007 ("Operating Agreement"), with respect to the Company; and,

WHEREAS, it is the desire of the Members hereto to modify the Operating Agreement as more specifically stated hereinafter;

NOW THEREFORE, in consideration of the premises the Members hereby agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct, and along with all of the terms of the Operating Agreement are incorporated herein by this reference. All capitalized terms used herein shall have the meanings set forth in the Operating Agreement unless the context otherwise requires.

2. It is hereby ratified by all the members that all references in the original Operating Agreement to Flagler County Broadcasting, LLC are hereby modified to Flagler Broadcasting, LLC.

2. **Modification of Membership Percentage.** Schedule A of the Operating Agreement is hereby modified to state as follows:

<u>Members' Names</u>	<u>Members' Addresses</u>	<u>Initial Capital Contributions of Members</u>	<u>Interest in Company</u>
James E. Martin	Post Office Box 1427 Boca Grande, FL 33921	\$9,000.00	86%
G.S. Gary Smithwick	<u>6410 GRIFFIN BLVD</u> <del>14561 Dory Lane</del> Fort Myers, FL 33908	\$1,000.00	12%
David Lee Ayres	119 Woodside Drive Palm Coast, FL 32164	\$ <u>0</u>	1%
Patricia S. Woods	2563 Laurentina Lane Cape Coral, FL 33909	\$ <u>0</u>	1%

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that JAMES E. MARTIN as Trustee of the James E. Martin Revocable Trust originally dated July 6, 2001, first restated on March 22, 2005 and last restated on March 18, 2010 ("Assignor"), whose mailing address is Post Office Box 1427, Boca Grande, FL 33921, member of FLAGLER BROADCASTING, LLC, a Florida limited liability company ("Company"), in consideration of the sum of TEN DOLLARS AND GOOD AND VALUABLE CONSIDERATION, hereby sells, assigns, transfers and conveys 1% of the right, title and membership interest, present and future, in and to FLAGLER BROADCASTING, LLC, a Florida limited liability company to DAVID LEE AYRES ("Assignee"), whose address is 119 Woodside Drive, Palm Coast, FL 32164, including, but not limited to, property, real, personal or mixed of every kind and nature to which it may now or hereafter be entitled as a beneficiary, member or person having an interest in the Company. It is the intention hereof that 1% of the membership interest of the Company be transferred hereby and that Assignor shall retain an 87% membership interest therein.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal at James E. Martin, this 20 day of December, 2017.

James E. Martin  
James E. Martin as Trustee of the James E. Martin Revocable Trust originally dated July 6, 2001, first restated on March 22, 2005 and last restated on March 18, 2010

## ACCEPTANCE

IN CONSIDERATION of the above Assignment, the undersigned hereby assumes and agrees to perform and abide by all of the covenants, conditions and obligations set forth in the Operating Agreement of FLAGLER BROADCASTING, LLC, a Florida limited liability company described above.

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed this 27<sup>th</sup> day of December, 2017.

David Lee Ayres  
David Lee Ayres

## CONSENT

Consent to the above assignment is hereby acknowledged, this 27 day of December, 2017.

Gary Smithwick  
Gary Smithwick

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that JAMES E. MARTIN as Trustee of the James E. Martin Revocable Trust originally dated July 6, 2001, first restated on March 22, 2005 and last restated on March 18, 2010 ("Assignor"), whose mailing address is Post Office Box 1427, Boca Grande, FL 33921, member of FLAGLER BROADCASTING, LLC, a Florida limited liability company ("Company"), in consideration of the sum of TEN DOLLARS AND GOOD AND VALUABLE CONSIDERATION, hereby sells, assigns, transfers and conveys 1% of the right, title and membership interest, present and future, in and to FLAGLER BROADCASTING, LLC, a Florida limited liability company to PATRICIA S. WOODS ("Assignee"), whose address is 2563 Laurentina Lane, Cape Coral, FL 33909, including, but not limited to, property, real, personal or mixed of every kind and nature to which it may now or hereafter be entitled as a beneficiary, member or person having an interest in the Company. It is the intention hereof that 1% of the membership interest of the Company be transferred hereby and that Assignor shall retain an 86% membership interest therein.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal at James E. Martin, this 20 day of December, 2017.

James E. Martin  
James E. Martin as Trustee of the James E. Martin Revocable Trust originally dated July 6, 2001, first restated on March 22, 2005 and last restated on March 18, 2010

## ACCEPTANCE

IN CONSIDERATION of the above Assignment, the undersigned hereby assumes and agrees to perform and abide by all of the covenants, conditions and obligations set forth in the Operating Agreement of FLAGLER BROADCASTING, LLC, a Florida limited liability company described above.

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed this 20th day of December, 2017.

Patricia S. Woods  
Patricia S. Woods

## CONSENT

Consent to the above assignment is hereby acknowledged, this 27 day of December, 2017.

Gary Smithwick  
Gary Smithwick

3. **Ratification.** Except as specifically set forth herein, all terms of the Operating Agreement shall remain in full force and effect without modification.

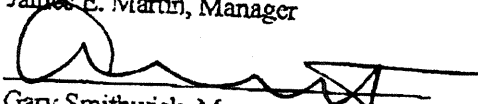
IN WITNESS WHEREOF, the Members and the Company have executed this First Modification effective as of the day and year first above written.


FLAGLER BROADCASTING, LLC, a  
Florida limited liability company

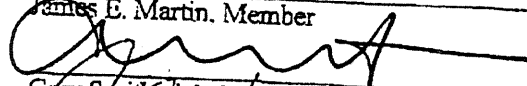
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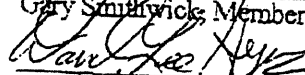
  
James E. Martin, Manager

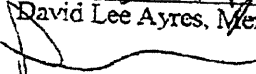
By:

  
Gary Smithwick, Manager

  
James E. Martin, Member

  
Gary Smithwick, Member

  
David Lee Ayres, Member

  
Patricia S. Woods, Member