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VIA HAND DELIVERY

Federal Communications Commission
Office of the Secretary

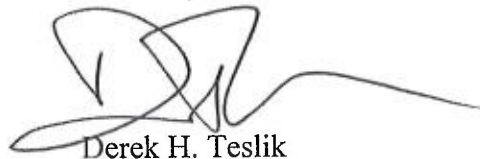
Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-A325
Washington, DC 20554

Re: *Filing of Document Pursuant to Section 73.3613*
KEDB(FM), Chariton, IA (FIN: 17776)
KMGO(FM), Centerville, IA (FIN: 35126)

Dear Ms. Dortch:

Pursuant to Section 73.3613 of the Commission's Rules, we hereby submit the attached corporate document on behalf of the licensee of the above-captioned stations. Please associate this document with the license files for these stations. Should there be any questions concerning this matter, please contact the undersigned.

Sincerely,



Derek H. Teslik

Enclosure

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

Second Addendum to Operating Agreement (this "Second Addendum"), made and entered into this 11th 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.

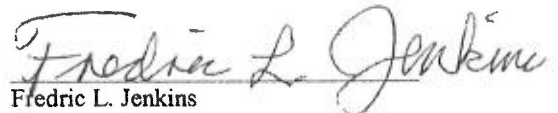
4. Section 3 of the Operating Agreement shall be amended by adding the following:

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