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July 13, 2015

**ACCEPTED/FILED**

JUL 13 2015

Federal Communications Commission  
Office of the Secretary

VIA HAND DELIVERY

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

**Re: Filing of Documents Pursuant to 47 C.F.R. § 73.3613**

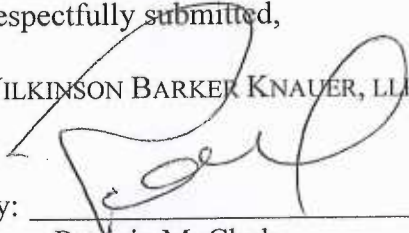
Dear Ms. Dortch:

Shamrock Communications, Inc., the licensee of KZNV(FM), Amargosa Valley, Nevada (FIN 170180) and KACP(FM), Pahrump, Nevada (FIN 189474), by its attorneys, hereby submits a redacted copy of a document being filed with the Commission pursuant to Section 73.3613 of the Commission's Rules, 47 C.F.R. § 73.3613.

Please direct any questions concerning this matter to the undersigned.

Respectfully submitted,

WILKINSON BARKER KNAUER, LLP

By:   
Patricia M. Chuh

Encl.

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

**THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this "Agreement") is made as of June 12, 2015 between Shamrock Communications, Inc. ("Programmer") and Sky Media, LLC ("Licensee").

### Recitals

- A. Licensee is the owner and licensee of radio station KPKK(FM), Amargosa Valley, NV (FIN 87384) (the "Station") which is licensed by the Federal Communications Commission ("FCC").
- B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station, on the terms set forth in this Agreement.
- C. Licensee and Programmer are simultaneously entering into an Option Agreement (the "Option Agreement") pursuant to which Programmer will have an option (the "Option") to purchase the Station from Licensee.

### Agreement

**NOW, THEREFORE**, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

1. **Term.** The Station is currently silent and not broadcasting. Licensee has filed a request for special temporary authority to remain silent (FCC File No. BLSTA-20150209ABE) (the "STA Request"). Programmer has agreed to advance funds to Licensee and to provide Licensee with engineering assistance so that Licensee can obtain FCC approval to move to Programmer's transmitter site in Amargosa Valley, NV and so Licensee can complete the construction necessary to resume broadcast operations at the new site. Licensee has filed an FCC Form 301 (FCC File No. BPH-20150505AAD (the "CP Application") for minor modification of the Station's license to move to the proposed new transmitter site. The term of this Agreement shall commence on a date to be agreed upon by Programmer and Licensee which date must occur within five (5) business days following the later of (i) the grant by the FCC of the STA Request; and (ii) the filing by Licensee of an FCC Form 302 license application to cover the construction permit following grant of the CP Application by the FCC (the "LMA Commencement Date"), and, unless earlier terminated as provided in this agreement, shall continue in full force and effect for a period of thirty-six (36) months from the LMA Commencement Date (the "Term").

2. **Programming.** During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to

Licensee programming that it produces or owns (the "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit its Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet commercially reasonable technical and quality standards. Programmer shall also be responsible for the Station's website, streaming and multi-cast programming (if any).

3. **Broadcasting.** In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below.

4. **Advertising.**

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Station (including without limitation all revenues from the Station's websites, and other ancillary revenue, if any).

(b) Programmer shall not discriminate during the Term in advertising arrangements on the Station on the basis of race or ethnicity. Programmer further covenants that during the Term all of the advertising sales agreements with respect to the Station will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

5. **Payments.** For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Programmer, (2) employ a second person for the Station, who will report and be accountable to the manager, (3) retain control over the policies, programming and operations of the Station, and (4) maintain a main studio facility for the Station in accordance with FCC rules.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or

which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall use commercially reasonable efforts to broadcast substitute programming of equal or greater value to Programmer. If Licensee preempts any Program for reasons other than to broadcast emergency programming and does not substitute programming of equal or greater value to Programmer, the Monthly LMA Fee shall be reduced by the amount of advertising revenue lost by Programmer.

(c) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. **Music Licenses.** During the Term, Programmer will obtain and maintain music licenses with respect to the Programs.

8. **Programs.**

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local community, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC for the Station. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. **Expenses.** During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee. Licensee will pay for its employees of the Station, lease costs for studio and transmitter facilities, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law.

10. **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. **Maintenance.** During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's equipment consistent with good engineering practices. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station and to schedule any such maintenance work at hours other than 6:00 A.M. to 6:00 P.M. (Monday to Friday). If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station within fourteen (14) days from the occurrence of any such loss or damage.

12. **Facilities.** During the Term, Licensee shall provide Programmer access to and the use of the studios and offices for the Station, if necessary, for purposes of performing the Agreement. During the Term, Programmer shall provide Licensee with access to the facilities of Programmer as necessary for purposes of performing this Agreement.

13. **Representations.**

(a) Licensee represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the state of Nevada, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensee that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do

business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound

14. **Termination.** This Agreement shall terminate automatically upon the consummation of the sale of the Station to Programmer following Programmer's exercise of the Option in accordance with the Option Agreement. Programmer may terminate this Agreement for any reason upon 90 days prior written notice to Licensee.

15. **Station Renewal.** Licensee shall use all commercially reasonable efforts to obtain the grant of the Station's pending renewal application (FCC File No. BRH-20130603ASN) (the "Renewal Application") as expeditiously as possible. Licensee shall enter into reasonable tolling or other arrangements with the FCC if necessary to resolve any issues relating to the Station in order to obtain the FCC's grant of the Renewal Application. Programmer may immediately terminate this Agreement if a grant of the Renewal Application is not obtained by Licensee within 18 months from the LMA Commencement Date or if the FCC's grant of the Renewal Application contains any renewal conditions other than a requirement that the Station operate for a specified uninterrupted period of time.

16. **Events of Default.**

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

17. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or

FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

18. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

19. **Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC and place a copy of this Agreement in the Station's public inspection files.

20. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: Sky Media, LLC  
541 North Fairbanks Ct.  
Suite 2010  
Chicago, IL 60611  
Attn: Christopher Devine, Manager  
Telephone: 312-204-9900  
Telecopier: 312-595-0275

if to Programmer: Shamrock Communications, Inc.  
149 Penn Avenue  
Scranton, PA 18503  
Attn: Mitch Dolan  
Telephone: 570-348-9110  
Telecopier: 570-348-9109

with a copy (which shall not constitute notice) to:

Wilkinson Barker Knauer, LLP  
2300 N Street NW  
Suite 700  
Washington, DC 20037  
Attention: Kenneth E. Satten  
Telephone: 202-783-4141  
Telecopier: 202-783-5851

21. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Nevada without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC adopted pursuant to those provisions of the Act. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

22. **Certifications.** Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement will comply with the provisions of 47 C.F.R. Sections 73.3555(a) and (c) on the Commencement Date.

[SIGNATURE PAGE FOLLOWS]

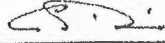


SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

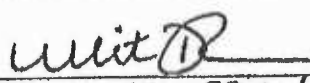
LICENSEE:

SKY MEDIA, LLC

By:   
Name: CHAIS DEVINE  
Title: MANAGER

PROGRAMMER:

SHAMROCK COMMUNICATIONS, INC.

By:  6/12/15  
Name: MITCH DOLAN  
Title: C.O.O. RADIO; OUTDOOR

SCHEDULE A TO LMA

[REDACTED]