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**STAMP AND RETURN**

July 11, 2018

Accepted / Filed

JUL 11 2018

Federal Communications Commission  
Office of the Secretary

VIA HAND DELIVERY

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

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


Dear Ms. Dortch:

Shamrock Communications, Inc., the licensee of KRZQ(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.

## AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of July 2, 2018 between Shamrock Communications, Inc. ("Programmer") and Sky Media, LLC ("Licensee").

### Recitals

- A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated June 12, 2015 with respect to radio station KPKK(FM), Amargosa Valley, NV (FIN 87384) (the "Station").
- B. Licensee and Programmer are also parties to an Option Agreement (the "Option Agreement") dated June 12, 2015 with respect to the Station.
- C. The parties desire to amend the LMA and Option Agreement as set forth herein. Capitalized terms used herein and not defined have the respective meanings set forth in the LMA or the Option Agreement, as applicable.

### 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 Term of the LMA and the period during which Programmer may exercise the Option under the Option Agreement are hereby both extended for a period of three (3) years until August 14, 2021, and if the Option is exercised, then the Term of the LMA shall be further extended until the time provided by Section 14 of the LMA.
2. **LMA.** For the balance of the Term of the LMA, Programmer will pay Licensee as set forth on *Schedule A* attached hereto, which, effective as of the date hereof, supercedes *Schedule A* to the LMA in its entirety, and the terms of which are incorporated herein and agreed to by Licensee and Programmer.
3. **Option.** *Exhibit A* (the APA) to the Option Agreement is hereby replaced and superceded in its entirety by *Exhibit A* attached hereto. As set forth in *Exhibit A* attached hereto, the Purchase Price for the Assets upon exercise of the Option shall be an amount equal to [REDACTED] less the aggregate amount paid by Programmer pursuant to *Schedule A* attached hereto, and Section 5 of the Option Agreement is hereby deleted in its entirety. Nothing herein or otherwise modifies the obligation of Licensee under the Option and APA to convey the Assets to Programmer free and clear of liens upon exercise of the Option (which includes without limitation Licensee's obligation to apply the Purchase Price as necessary to obtain any lien release). The parties further acknowledge and agree that nothing in this Amendment, the LMA, the Option Agreement, the APA or otherwise restricts in any way any disclosure of the terms of the transactions contemplated hereby and thereby by either party to, or

other communication by either party with, any third party in connection with the review of any possible lien or the release thereof.

4. **Miscellaneous.** This Amendment 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. The construction and performance of this Amendment 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 thereto. The LMA and Option Agreement have not been amended or modified except as set forth herein, and remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LMA AMENDMENT

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

LICENSEE:

SKY MEDIA, LLC

By: \_\_\_\_\_

Name: CHRISTOPHER DEVINE

Title: MANAGER

PROGRAMMER:

SHAMROCK COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

SIGNATURE PAGE TO LMA AMENDMENT

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

**LICENSEE:**

**SKY MEDIA, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PROGRAMMER:**

**SHAMROCK COMMUNICATIONS, INC.**

By: Mitch D  
Name: MITCH OZAN  
Title: COO - RADN: AJDORL

SCHEDULE A

[REDACTED]

EXHIBIT A

[REDACTED]