

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO. **BL-20180510ABB**

SECTION I - APPLICANT FEE INFORMATION

1. PAYOR NAME (Last, First, Middle Initial)

Entercom Communications Corp.

MAILING ADDRESS (Line 1) (Maximum 35 characters)

401 E. City Ave

MAILING ADDRESS (Line 2) (Maximum 35 characters)

Suite 809

CITY

Bala Cynwyd

STATE OR COUNTRY (if foreign address)

PA

ZIP CODE

19004

TELEPHONE NUMBER (include area code)

6106605610

CALL LETTERS

KWOD

OTHER FCC IDENTIFIER (If applicable)

87143

2. A. Is a fee submitted with this application?



Yes



No

B. If No, indicate reason for fee exemption (see 47 C.F.R. Section



Governmental Entity



Noncommercial educational licensee



Other (Please explain):

C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)

FEE TYPE CODE		
M	M	R

(B)

FEE MULTIPLE			
0	0	0	1

(C)

FEE DUE FOR FEE TYPE CODE IN COLUMN (A)
\$ 700.00

FOR FCC USE ONLY

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

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(B)

0	0	0	1
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(C)

\$

FOR FCC USE ONLY

ADD ALL AMOUNTS SHOWN IN COLUMN C,
AND ENTER THE TOTAL HERE.
THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED
REMITTANCE.

TOTAL AMOUNT
REMITTED WITH THIS
APPLICATION

\$ 700.00

FOR FCC USE ONLY

2018 MAY 15 PM 2:03

SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT Entercom License, LLC		
MAILING ADDRESS 401 E. City Ave, Suite 809		
CITY Bala Cynwyd	STATE PA	ZIP CODE 19004

2. This application is for:

- ☒ Commercial
 ☐ Noncommercial
☐ AM Directional
 ☒ AM Non-Directional

Call letters KWOD	Community of License Kansas City, KS	Construction Permit File No. BP-20171219AAM	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit 1/31/2021
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3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

☐ Yes ☒ No

If No, explain in an Exhibit.

Exhibit No. 1

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

☒ Yes ☐ No

If No, state exceptions in an Exhibit.

Exhibit No.

5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

☐ Yes ☒ No

If Yes, explain in an Exhibit.

Exhibit No.

6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

☐ Yes ☐ No

☒ Does not apply

If No, explain in an Exhibit.

Exhibit No.

7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

Exhibit No.

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 kHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

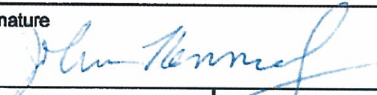
The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

2. I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name John Kennedy	Signature 	
Title Vice President of Technical Operations	Date 4/30/18	Telephone Number 617-779-5367

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant

Entercom License, LLC

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)



Station License



Direct Measurement of Power

1. Facilities authorized in construction permit

Call Sign	File No. of Construction Permit (if applicable)	Frequency (kHz)	Hours of Operation	Power in kilowatts	
				Night	Day
KWOD	BP-20171219AAM	1660	Unlimited	1.0	10

2. Station location

State Kansas	City or Town Kansas City
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3. Transmitter location

State KS	County Wyandotte	City or Town Kansas City	Street address (or other identification) 4535 Metropolitan Ave
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4. Main studio location

State KS	County Johnson	City or Town Mission	Street address (or other identification) 7000 Squibb Road
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5. Remote control point location (specify only if authorized directional antenna)

State	County	City or Town	Street address (or other identification)
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6. Has type-approved stereo generating equipment been installed?



Yes



No

7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68?



Yes



No



Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed.

Exhibit No.

8. Operating constants:

RF common point or antenna current (in amperes) without modulation for night system 5.0	RF common point or antenna current (in amperes) without modulation for day system 15.9
Measured antenna or common point resistance (in ohms) at operating frequency Night 39.5 Day 39.5	Measured antenna or common point reactance (in ohms) at operating frequency Night +j10.8 Day +j10.8

Antenna indications for directional operation

Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day

Manufacturer and type of antenna monitor:

SECTION III - Page 2

9. Description of antenna system ((f directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.)

Type Radiator Uniform cross-section guyed steel tower	Overall height in meters of radiator above base insulator, or above base, if grounded. 54.3	Overall height in meters above ground (without obstruction lighting) 54.9	Overall height in meters above ground (include obstruction lighting) 54.9	If antenna is either top loaded or sectionalized, describe fully in an Exhibit. Exhibit No. N/A
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Excitation ☒ Series ☐ Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location.

North Latitude	39°	4'	19"	West Longitude	94°	40'	58"
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If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system. No change in data on file - BL-840928AK

Exhibit No.

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?


None.

Entercom requests authorization to determine operating power by use of the transmitter power output meter. The transmitter is a Nautel NX10.

11. Give reasons for the change in antenna or common point resistance.

FM translator antenna at top of tower, isocoupler across base insulator.

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type) Thomas S. Gorton	Signature (check appropriate box below) 
Address (include ZIP Code) Hatfield & Dawson Consulting Engineers 9500 Greenwood Ave N Seattle, WA 98103-3012	Date April 20, 2018
	Telephone No. (Include Area Code) 206 783 9151

☐ Technical Director

☒ Registered Professional Engineer

☐ Chief Operator

☐ Technical Consultant

☐ Other (specify)

In response to Section II, Question 3, Applicant answered "No" as to whether the station is currently operating pursuant to automatic program test authority in accordance with 47 C.F.R. § 73.1620. This application seeks to cover construction permit BP-20171219AAM, which does not authorize automatic program test authority. The station is current operating under special temporary authority (*see* FCC File No. BSTA-20180322ABF). Program test authority is hereby requested.

Special Operating Condition #6
Spurious Emissions Measurements
and
AM Radio Diplexing & Lease Agreement

Spurious Emissions Measurements

A computer program was used to generate a list of all first through third order intermodulation products generated by the combination of 1380 kHz and 1660 kHz, from 500-5000 kHz. While both KCNW and KWOD were operating in their respective daytime modes, each of these frequencies was measured with a Potomac Instruments FIM 4100 field strength meter, and the level of each of these was compared to the level of 1660 kHz. In most cases, those frequencies which were less than 80 dB below the level of KWOD were observed to have audio not related to KCNW or KWOD, and were therefore deemed to be from another source. The signals which did not contain identifiable audio were checked by briefly interrupting the carrier of KWOD. As all of these signals remained unchanged during the interruption of KWOD, it was determined that they were not the result of intermodulation between KCNW and KWOD.

Ken Wolf, Director of Engineering for Entercom Communications in Kansas City, took the following reading on April 18th, 2018 at 5:00 PM – 6:00 PM. The readings were taken approximately ½ mile south of the transmitter site.

Mult		x	Freq.	um/D	Mult	x	Freq.	=	Product	Reading	Comment
4/19/18 5PM 1/2 mile south of tower											
			1660							813 mv	
			1380							391 mv	
4	x	x	1380	-	3	x	1660	=	540	199 µV	(-72db)
2	x	x	1660	-	2	x	1380	=	560	192 µV	(-72db)
3	x	x	1380	-	2	x	1660	=	820	193 µV	(-72db)
3	x	x	1660	-	3	x	1380	=	840	27.1 µV	(-89db)
2	x	x	1380	-	1	x	1660	=	1100	81 µV	(-80db)
4	x	x	1660	-	4	x	1380	=	1120	17 µV	(-93db)
5	x	x	1660	-	5	x	1380	=	1400	31 µV	(-88db)
5	x	x	1380	-	3	x	1660	=	1920	12.6 µV	(-96db)
2	x	x	1660	-	1	x	1380	=	1940	52.3 µV	(-83db)
4	x	x	1380	-	2	x	1660	=	2200	12.8 µV	(-96db)
3	x	x	1660	-	2	x	1380	=	2220	15.3 µV	(-94db)
3	x	x	1380	-	1	x	1660	=	2480	12.8 µV	(-96db)
4	x	x	1660	-	3	x	1380	=	2500	167 µV	(-73db)
2	x	x	1380	=				=	2760	12.5 µV	(-96db)
5	x	x	1660	-	4	x	1380	=	2780	11.1 µV	(-97db)
1	x	x	1380	+	1	x	1660	=	3040	13.5 µV	(-95db)
1	x	x	1660	+	1	x	1380	=	3040	13.5 µV	(-95db)
2	x	x	1660	=				=	3320	21.2 µV	(-91db)
5	x	x	1380	-	2	x	1660	=	3580	11 µV	(-97db)
3	x	x	1660	-	1	x	1380	=	3600	11.3 µV	(-97db)
4	x	x	1380	-	1	x	1660	=	3860	12.6 µV	(-96db)
4	x	x	1660	-	2	x	1380	=	3880	13.5 µV	(-95db)
3	x	x	1380	=				=	4140	16.3 µV	(-93db)
5	x	x	1660	-	3	x	1380	=	4160	12.6 µV	(-96db)
1	x	x	1660	+	2	x	1380	=	4420	45.1 µV	(-85db)
2	x	x	1380	+	1	x	1660	=	4420	45.1 µV	(-85db)
1	x	x	1380	+	2	x	1660	=	4700	44.1 µV	(-85db)
2	x	x	1660	+	1	x	1380	=	4700	44.1 µV	(-85db)
3	x	x	1660	=				=	4980	18 µV	(-93db)

No change when 1660 was off

AM RADIO DIPLEXING & LEASE AGREEMENT

THIS AM RADIO DIPLEXING & LEASE AGREEMENT (the "Lease") is entered into this 29th day of May, 2014 by and between Entercom Kansas City, LLC, a Delaware limited liability company ("Tenant"), and Kansas City Radio Inc. d/b/a KCNW, a South Carolina corporation ("Landlord"). Landlord and Tenant sometimes referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, Landlord owns and operates a tower that is currently being used to broadcast the signal of KCNW(AM), 1380AM licensed to Fairway, KS ("KCNW") and equipment building ("Building"), located on real property owned by Landlord on property commonly referred as 4535 Metropolitan Ave. Kansas City, KS 66106 ("Land").

WHEREAS, Landlord now desires to lease to Tenant, and Tenant desires to lease from Landlord, use of the existing tower structure on the Land (collectively, the "Tower") to allow Tenant to diplex its AM radio station operating at 1660AM (currently known as KWOD(AM)) ("KWOD") from the Tower and space in the Building for Tenant's associated equipment, together with rights of ingress and egress over the Land, for the operation of KWOD and its related communications services. The Tower, Building and Land are sometimes collectively referred to as the "Site."

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

1. **Lease & Diplexing Rights.** Landlord hereby leases to Tenant and Tenant leases from Landlord (i) non-exclusive use of the entirety of the Tower for Tenant to diplex KWOD's signal through, including the attachment of all devices necessary at the base of the Tower to facilitate such diplexing (collectively, "Tower Space"), and (ii) an exclusive area in the Building for Tenant's equipment along with non-exclusive space in the Building to accommodate Tenant's transmission lines, ducts and conduits relating to Tenant's equipment, all as designated on Exhibit A hereto (collectively the "Equipment Space"). The Tower Space and the Equipment Space together with rights of access and egress over the Land to and from the Building are collectively the "Leased Premises."

2. Term.

2.1 The term of this Lease shall commence on date on which installation of KWOD's equipment commences at the Site ("Lease Commencement Date") and continue until ten (10) years thereafter, unless sooner terminated as otherwise permitted hereunder ("Initial Term"). This Lease shall automatically renew for six (6) additional five (5) year terms ("Renewal Terms" and each a "Renewal Term") continuing under the same terms and conditions as set forth herein, unless Tenant gives Landlord written notice of termination at least ninety (90) days before the expiration of then current term of this Lease. The Initial Term together with all Renewal Terms, if any, are referred to herein as the "Term."

2.2 In addition to any other termination rights specifically set forth in this Lease and only so long as the Rent Commencement Date (as defined below) has not yet occurred, Tenant shall have the right to terminate this Lease without any obligations hereunder at any time and for any reason or no reason by providing no less than fifteen (15) days prior written notice to Landlord. This termination shall not be available to Tenant once the Rent Commencement Date has occurred.

3. Rent

3.1 Within ten (10) days after the execution of this Lease, Tenant shall pay Landlord the sum of [REDACTED]. Upon and following the Rent Commencement Date, as defined below, the Deposit shall be applied against the monthly Rent, as defined below, until exhausted. The Deposit shall be returned to Tenant (without interest) if Tenant terminates this Lease pursuant to paragraph 2.2 hereof, provided, however, that Landlord may deduct therefrom its reasonable legal and engineering fees expended in negotiating this Lease and the

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WCSR 31968197v6

WCSR 31968197v6

implementation thereof after providing Tenant with verifiable and detailed receipts for such fees. Tenant's obligation to make payments of Rent (as hereinafter defined) under this Lease shall commence upon the earlier of (a) sixty (60) days after the date on which installation of KWOD's equipment commences at the Site, or (b) the one-year anniversary of FCC approval of a construction permit authorizing installation of KWOD's diplex facilities at the Site (the "Rent Commencement Date"). Beginning on the Rent Commencement Date, Tenant does hereby covenant and agree to pay Landlord, for the use and occupancy of the Leased Premises the sum of [REDACTED] per month (the "Rent") after the Deposit has been fully applied, to be paid in U.S. Dollars, in advance, without notice or invoice from Landlord, on the first day of each and every month during the Term hereof.

3.2 Commencing on the first anniversary of the Rent Commencement Date and each anniversary thereafter during the Term, the Rent will be increased by [REDACTED] per year. All payments in this Lease provided for (those hereinafter stipulated as well as the Rent and the Deposit) shall be paid or mailed to Landlord's address specified in Section 14.

3.3 If any payment to be made by Tenant to Landlord is not made upon the due date thereof, then Tenant shall pay to Landlord an amount equal to the interest on such delinquent payment from the due date thereof at the rate of [REDACTED] per annum or the maximum rate allowed by law, whichever is less.

3.4 Tenant will be solely responsible for installing a submeter for its electrical use and paying for the associated power expenses utilized by Tenant's equipment. Tenant shall also be solely responsible for all of its phone and Internet usage, together with all other services used exclusively by Tenant.

4. Use, Access & Maintenance.

4.1 The Leased Premises is to be used for the installation, removal, operation, repair, and maintenance of the Tenant's equipment and the diplexing operations of KWOD as authorized by the FCC and this Agreement ("Permitted Use"). Operation of Tenant's equipment shall be conducted in accordance with the terms and conditions of this Lease and any standards imposed by the FCC and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation, or replacement of Tenant's equipment or with any activities of Tenant on the Leased Premises.

4.2 Tenant initial installation of equipment shall be as detailed in Exhibit B hereto ("Permitted Equipment"). Following the initial installation of the Permitted Equipment, any further replacements, additions or changes to the Permitted Equipment installed on the Tower shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed as long as the proposed changes will not substantially increase the windload effect on the Tower nor adversely affect the then-existing coverage area of KCNW. Additions to the Permitted Equipment on the Tower shall be subject to a reasonable increase in the Rent. Following the initial installation of the Permitted Equipment, any further replacements, additions or changes to the Permitted Equipment installed at the Site (other than on the Tower) shall require the prior written approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) only if the proposed changes will adversely affect the then-existing coverage area of KCNW.

4.3 Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Leased Premises (the "Governmental Approvals").

4.4 Both parties agree that the operation of KWOD and KCNW shall be conducted in all material respects in accordance with the terms and conditions of this Lease and any standards imposed by the Federal Communications Commission ("FCC") and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation, or replacement of KWOD and KCNW, as applicable.

4.5 Notwithstanding the foregoing or anything to the contrary herein, in no event shall Landlord permit the installation of any equipment (other than Tenant's equipment) on the Tower nor allow any other entity or broadcast facility to diplex through the Tower, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for Tenant to deny such consent if Tenant believes that any such installation or diplexing will interfere with Tenant's operations or diminution of KWOD's then-current coverage area or

signal or to condition such approval on Landlord (or its other proposed lessee) to reimburse Tenant for all costs and expenses it might incur in connection with measurements, detuning and any FCC filings or studies required in connection with any such other installation or diplexing.

4.6. Landlord and Tenant will each conduct their radio operations of KWOD and KCNW in accordance with all rules and regulations of the FCC so as to anticipate and prevent any interference to the other's operations. Each party agrees to cooperate and take reasonable steps as soon as possible to relieve and correct any interference to either's radio operations during the term of the Lease. In the event of any interference caused by either party, said interference shall be eliminated at the sole cost and expense of the party causing such interference, and, upon the failure of the required party to do so, may be eliminated by the noninterfering party, whereupon the noninterfering party will reimburse the noninterfering party for the costs and expenses thereof. If Tenant's ability to operate its permitted equipment at the Leased Premises as contemplated by this Lease is notably and adversely affected due to Landlord or Landlord's employees', lessees', agents', or contractors' acts or omissions and such interference continues for any period in excess of twenty-four (24) consecutive hours, then Tenant shall be entitled to an abatement of all Rent, if any is due, hereunder for each subsequent full day during which the condition continues and Landlord shall use best efforts to cause the alleviation of said interference as promptly as possible. If said condition continues for fifteen (15) consecutive days or more, Tenant shall have the right to cancel and terminate this Lease, and seek any other remedy it may have at law.

4.7. Tenant shall have the non-exclusive right to use, in connection with Tenant's Permitted Use and in common with Landlord and its invitees and lessees or other users of the Site: (a) the primary access road on the Site from the public highway to the Leased Premises; and, (b) any parking lots, walkways and other common areas situated on the Site. Landlord shall maintain the primary access road, the common areas under Landlord's control, and the fences around the Tower in good repair. Landlord shall provide Tenant with means for 24-hour-a-day, 7-day-a-week access to the Leased Premises at all times during the Term; provided, however, that only authorized employees, contractors and agents of Tenant or persons under Tenant's direct supervision will be permitted to have access to the Tower and the Building.

4.8. Landlord warrants that all of its equipment used in connection with the broadcast of KCNW (including, without limitation the Tower) shall be maintained in good working order to prevent any adverse impact or interference with the broadcast of the KWOD signal. Tenant warrants that all of its equipment used in connection with the broadcast of KWOD shall be maintained in good working order so as to prevent any adverse impact or interference with the broadcast of the KCNW signal.

4.9. Landlord assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R. §17.21 et seq. of the FCC rules and regulations regarding obstruction marking and lighting of the Tower (if applicable), subject to FCC approval pursuant to 47 C.F.R. §73.1213. Landlord shall maintain the Tower and support systems (including but not limited to foundations and guy wires) in good repair and in good operating condition, including, but not limited to, the painting and lighting thereof, in accordance with the requirements of governmental authorities. Landlord shall indemnify, defend, and hold harmless Tenant from any fines or other liabilities caused by Landlord's failure to comply with the FCC and/or FAA tower lighting, marking, signage and antenna structure registration requirements.

4.10. Landlord shall maintain the Building in good repair and operating condition, including, without limitation, heating, ventilation and air-conditioning systems (other than those owned by Tenant).

4.11. Tenant reserves the right (but not the obligation) at any time during the Term to install and operate, at Tenant's sole cost or expense, its own generator and/or additional HVAC units to serve the operations of Tenant. The location of any Tenant-owned generator shall be mutually and reasonably agreed to by Landlord and Tenant in advance at no additional Rent to Tenant. Upon installation, any such generator or additional HVAC units shall become a part of Tenant's Leased Premises and such equipment shall remain owned by Tenant and not be considered a fixture to the property.

4.12. Landlord and Tenant shall use commercially reasonable efforts to schedule any work that will impact the other party's operations from the Site so as to cause minimum disruption. Each party agrees to reasonably cooperate with the other party and to comply with and honor reasonable requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its equipment or operation, as necessary, to allow orderly

performance and carrying out of such work; provided, however, that except for emergencies, a party may require that such work be performed during off-peak hours. For purposes of this Lease "off peak hours" shall mean times when KCNW is licensed to operate with nighttime power (but in no event prior to local sunset or after 6 AM) unless otherwise agreed by both parties.

4.13. In the event that either Landlord or Tenant (each a "Party") shall not have performed any of its maintenance or repair obligations hereunder and the other Party reasonably believes such delay or failure compromises safety, effective operations from the Site by such party (or its Tenants) or adversely affects the other Party (or its Tenants) within thirty (30) days following written notice reasonably specifying the maintenance and repairs required to be performed, such Party may, at its sole option but without obligation therefor, make such repairs as it deems reasonably necessary and any reasonable amount expended therefor shall be reimbursed by other Party within thirty (30) days following presentation of a statement therefor (and Tenant may offset any such amount against the Fee). The repairing Party shall not be liable for inconvenience, disturbance, loss of business or any other damages to the other Party (or its Tenants) by reason of repairs which the other Party has failed to properly maintain hereunder.

5. Improvements; Installation; Alterations.

5.1 Tenant shall have the right, at its expense, to place, maintain, repair and replace Tenant's equipment in the Equipment Space from time to time, subject to Section 4 (including, without limitation Section 4.12). The Tenant's Equipment will include all equipment used for diplexing. The Tenant's Equipment may not be relocated outside the Leased Premises without the prior written consent of Landlord and Tenant. The Tenant's Equipment shall remain the exclusive property and responsibility of Tenant and may be removed by Tenant at any time during the Term. Upon the removal by Tenant of all of Tenant's Equipment from Site, Tenant shall assume full responsibility for, and promptly proceed to, undertake all work reasonably needed to restore KCNW's operation to the same licensed parameters as of the commencement of the diplex with KWOD; provided, however, that in no event shall Tenant be responsible for any costs or repairs for the correction of any noncompliance unrelated to the cessation of the KWOD diplex operations. Unless otherwise expressly permitted in this Lease, Tenant shall not make any alteration on the Tower without Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed.

5.2 In the event that either party shall determine it necessary to install a studio transmitter link or any additional equipment on to the Tower, such party shall present for approval to the other party its details written plan for such installation, which approval shall not be unreasonably withheld, and all expenses associated with such installation, including any measurements or detuning that might be reasonably required, shall be borne by the party installing the new equipment and performed in an expedient manner. The provisions of this Section 5.2 shall only apply with respect to equipment associated with the operations of KCNW and KWOD only and not for the benefit of any other station or entity.

6. **Right Of First Refusal.** If Landlord receives a bona fide offer to purchase or manage all or any part of the Site or to accept an assignment or assumption of all or any part of Landlord's interest in the Site (collectively, the "Right of First Refusal Property") from any person or entity other than a person or entity purchasing KCNW, and Landlord intends to accept such offer, then Landlord will promptly send written notice (the "**Right of First Refusal Notice**") to Tenant offering to sell or assign the Right of First Refusal Property to Tenant for the same price and under the same terms and conditions as the bona fide offer (the "**Right of First Refusal**"). The Right of First Refusal Notice must contain the price, terms, and conditions for the purchase, sale, assignment and/or assumption of the Right of First Refusal, the name of the person or entity making the offer, and evidence of the bona fide offer such as a copy of the written proposal or contact subject to Tenant's Right of First Refusal. Tenant will have thirty (30) days after its receipt of the Right of First Refusal Notice (the "**Acceptance Period**") to elect to exercise the Right of First Refusal by providing Landlord with written notice thereof and settlement shall occur within 180 days thereafter. If Tenant does not notify Landlord in writing within the Acceptance Period, Landlord may sell or assign the Right of First Refusal Property to such third party on terms substantially the same as those contained in the Right of First Refusal Notice. The provisions of this Section 6 shall not be applicable to the transfer of the Site as part of a sale of all or substantially all of the asset of radio station KCNW so long as (a) this Agreement is assigned to and assumed by the same purchaser and (b) this Section 6 shall be applicable to any subsequent sale or management of the Site.

7. **Liens and Taxes.** Tenant shall not permit a lien to attach to any portion of the Site or the Leased Premises. During the Term, all taxes and assessments which are due and owing or have become a lien upon the Site shall be paid by Owner. Tenant shall have the right to cure and remedy any future unpaid and delinquent taxes or liens owing upon the Site and subtract a like amount, along with any reasonable costs and fees arising from the processing of such payments, from any future lease payments payable to Landlord. Tenant shall be solely responsible for all taxes directly attributable to personal property and improvements owned by the Tenant.

8. **Environmental Matters.**

8.1. If Tenant, or any subcontractor acting on its behalf, performs a Transaction Screen, Phase I or Phase II audit or survey ("**Environmental Audits**") at the Site, Tenant shall provide Landlord a duplicate original of such Environmental Audit within thirty (30) days of Tenant's receipt of such Environmental Audit. In the event that Tenant's environmental, subsurface, soils, wetlands, engineering or other testing or examinations shall involve any invasive or destructive techniques affecting the condition of all or any part of the Site, Tenant agrees to restore the Site promptly, at its sole expense, to substantially the same condition in which it was immediately before such testing or examinations.

8.2. Nothing in this Lease will be construed or interpreted to require that Tenant remediate any Environmental Hazards (hereinafter defined) located at the Site, other than such Environmental Hazards of which Tenant was a proximate cause. Tenant's use of any substances constituting Environmental Hazards during the Term must comply with all applicable laws, ordinances and regulations governing such use. During the Term, Tenant shall transport, deliver, store and use such substances in accordance with all applicable environmental laws. The term "**Environmental Hazards**" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "**hazardous substances**" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and any regulations promulgated pursuant thereto. The term "**pollutants**" shall be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. Additionally, included in the definition of "**Environmental Hazards**" shall be anything defined as a hazardous substance, hazardous material or hazardous waste under the applicable state or local law of the jurisdiction in which the Site is located.

9. **Termination.** This Lease may be terminated as follows (collectively or individually, a "**Termination**"): (i) by either Party upon a material default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days after receipt of written notice of default (without, however, limiting any other rights or remedies available to the Parties pursuant to any other provisions hereof or at law or equity) ("**Uncured Default**"); (ii) by Tenant, upon thirty (30) days prior written notice to Landlord, if Tenant is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of KWOD from or Tenant's use of the Leased Premises; (iii) should there be more than two separate Uncured Defaults with respect to payments of Rent within any twelve-month period; or (iv) in accordance with Sections 2, 4.5, 11.1 or 12.1.

10. **Insurance.**

10.1 During the entire Term, the Tenant shall, at the Tenant's sole cost and expense, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Site with respect to Tenant's operations thereon during the Term. The limitation of liability of such insurance shall be not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, combined single limits for each occurrence. Tenant shall also maintain Workers Compensation insurance coverage as required by applicable governmental rule, regulation or policy for its employees that enter on the Site.

10.2 Landlord shall procure and maintain property insurance for no less than the full replacement cost of the Leased Site. Landlord shall procure and maintain physical damage insurance on the Tower in an amount sufficient to repair or replace the Tower, with such coverage to be on an "All Risk" basis, including coverage for the perils of fire, lightning, windstorm, hail, flood, collapse, explosion, aircraft and vehicle damage, vandalism, malicious mischief, riot and civil commotion. In addition, the Landlord shall, at the Landlord's sole cost and expense, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Site with respect to Landlord's operations thereon during the Term. Notwithstanding anything to the contrary, Landlord may provide all or some of its insurance coverage limits required under this Lease through an umbrella policy. The limitation

of liability of such insurance shall be not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, combined single limits for each occurrence.

10.3 Each such policy of insurance shall provide for the waiver of rights of subrogation the insurer may obtain against the other Party.

11. Damage.

11.1. If the Leased Premises are wholly or partially damaged by fire, windstorm or other casualty covered under the provisions of paragraph 10.2, this Lease shall remain in full force and effect and the damage to the Leased Premises shall be repaired, restored or rehabilitated by Landlord at its sole cost. Tenant shall be solely responsible for repairs, restoration or rehabilitation of its own property, unless such damage is caused solely by the act or omission of Landlord or its employees or agents. If the damage to the Tower is not the result of any negligent action or inaction of the Tenant and Tenant would be prevented from utilizing the Tower as contemplated herein for a period in excess of one hundred twenty (120) days, Tenant may, at its option, terminate this Lease by written advance notice to Landlord. Any such termination shall be effective as of a date thirty (30) days from the date of its notice to Landlord. If not so terminated, Landlord shall repair, restore or rehabilitate the Tower, excepting the Equipment used by Tenant, at Landlord's expense and this Lease shall remain in full force and effect. In making any such repairs, restoration or rehabilitation Landlord shall use its best efforts to minimize the disruption to Tenant's broadcast operations including, but not limited to, conducting such work during the hours when KCNW is licensed to operate with nighttime power.

11.2. If any part of the Leased Premises shall be rendered unusable for the Permitted Use by reason of damage by fire or other casualty, the Rent shall abate for such period, unless Landlord provides a comparable temporary location from which Tenant may operate KWOD without any diminution of its signal coverage area.

12. Condemnation.

12.1. If during the term of this Lease all or any portion of the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the Fee shall be abated during the unexpired portion of this Lease, effective as of any date chosen by Tenant between the date of the notice of the taking of said Site by the condemning authority and the date such taking becomes operative.

12.2. Notwithstanding the provisions of Section 12.1, if the Leased Premises is not completely taken for any public or quasi-public use as mentioned above, Tenant shall have the right and option to continue this Lease by giving Landlord written notice of continuation within thirty (30) days of such notice of taking. The Fee payable hereunder during the unexpired portion of this Lease shall be adjusted equitably to reflect any diminution in Tenant's signal coverage.

12.3. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases, except as provided below. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any eminent domain proceedings a claim for the value of this Lease to Tenant and for relocation expenses.

13. Indemnification.

13.1 The provisions of this Section 13 shall survive the termination of this Lease with respect to any damage, injury, or death occurring before such Termination. THE FOLLOWING INDEMNITIES SET FORTH IN THIS SECTION 13 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

13.2 Tenant shall indemnify and save harmless Landlord, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Tenant or its employees, agents, or contractors, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents, or contractors; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Tenant or its employees, agents, or contractors during the Term hereof. If Landlord is made a party to any litigation commenced by or against Tenant for any of the above reasons, then Tenant shall indemnify and hold Landlord harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection therewith.

13.3 Landlord shall defend, indemnify and save harmless Tenant, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Landlord or its employees, agents, or contractors, except to the extent caused by the gross negligence or willful misconduct of Tenant, its employees, agents, or contractors; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Landlord or its employees, agents, or contractors. If Tenant is made a party to any litigation commenced by or against Landlord for any of the above reasons, then Landlord shall indemnify and hold Tenant harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection therewith provided that Landlord shall have the right to select counsel.

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses (or such other address that the parties shall notify the other of in writing from time to time):

If to Landlord, to: Kansas City Radio, Inc.
292 S. Pine St.
Spartanburg, SC 29302
Attention: Robert L. Wilkins, President

If to Tenant, to: Entercom Kansas City, LLC
7000 Squibb Road
Mission, KS 66202
Attn: General Manager

with a copy to:

Entercom Kansas City, LLC
401 City Avenue, Suite 809
Bala Cynwyd, PA 19004
Attention: General Counsel

15. **Title and Quiet Enjoyment.** Landlord warrants that it has full right, power, and authority to execute this Lease, that it owns the Land in fee simple, and that notice to or consent from any third party is not required in connection with this Lease. Landlord further warrants that Tenant, upon payment of the Rent or any other amounts due hereunder, and performance of the covenants hereunder, shall have the quiet enjoyment of the Leased Premises subject to the terms and conditions of this Lease.

16. **Assignment and Subletting.** This Lease shall not, without Landlord's prior written consent, be assigned or sublet by Tenant, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing and so long as Tenant is not then in default, Tenant may assign this Lease as a whole without Landlord's prior consent to: (i) any corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (ii) any corporation or other entity resulting from the merger or consolidation of Tenant; (iii) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Tenant and (iv) any corporation or other entity which acquires the FCC license of KWOD or operates KWOD pursuant to a time brokerage agreement filed with the

FCC. Landlord shall assign or transfer this Lease without the consent of Tenant to any party who acquires Landlord's interest in the Site, but shall notify Tenant promptly following any such transfer or assignment.

17. Estoppel Certificates. If a third party requests an estoppel certificate from Landlord or Tenant, the other Party shall, within ten (10) business days after delivery of such notice, execute, acknowledge and deliver to the other Party a certificate certifying, to the extent true: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which Rent and other sums payable under this Lease have been paid, (c) that no notice has been received of any default by the receiving Party which has not been cured, or, if such a default has not been cured, what such Party intends to do in order to effect the cure, and when it will do so, (e) that such Party has no known claim or offset against the other Party, or, if it does, the nature of such claim or offset, and (f) such other matters as may be reasonably required by the other Party. The foregoing notwithstanding, no such certificate shall require any waiver or modification of any of the terms of this Lease. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage on the Site or any portion thereof.

18. Recordation of Memorandum. At either Party's request and expense, each party agrees to execute a memorandum of agreement of this Lease in a form acceptable to both parties. Either Party may file and record such Memorandum in any appropriate governmental office.

19. General Provisions.

19.1. This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any such purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest. All parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Lease.

19.2. This Lease shall be construed in accordance with the laws of the state where the Site is located without reference to its conflicts of laws rules.

19.3. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

19.4. Time is of the essence in interpreting the provisions of this Lease.

19.5. The Parties agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either Party, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties.

19.6. All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

19.7. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the Parties and their respective heirs, executors, administrators, permitted successors and assigns; it being understood and agreed, however, that the provisions of Section 16 shall not be impaired or altered by this Section 19.7.

19.8. The failure of either Party to insist upon strict performance by the other Party of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of that breach or of any subsequent breach or default in the performance of any of the covenants, conditions and agreements of this Lease.

19.9. The parties agree that irreparable damage would occur if any of the provisions of this Lease were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the

provisions of this Lease and to enforce specifically the terms and provisions of the Lease, this being in addition to any other remedy to which the parties are entitled at law or in equity.

19.10. This Lease may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The parties agree to accept and rely on facsimile transmitted signed documents as if they bore original signatures.

THIS LEASE SIGNED AND DATED as of the date first set forth above.

LANDLORD:

KANSAS CITY RADIO, INC.

By: Bob Wilkins

Name: Bob Wilkins

Title: CEO

TENANT:

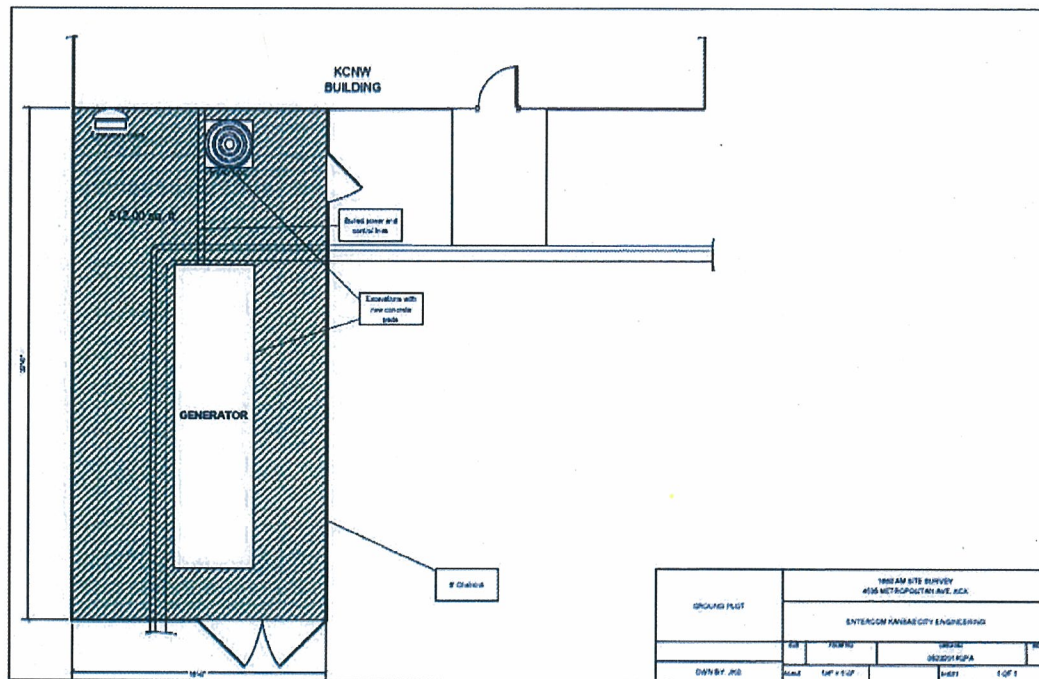
ENTERCOM KANSAS CITY, LLC

By: David R. Port

Name: David R. Port

Title: VP/GM

**EXHIBIT A
DESCRIPTION OF SPACE IN BUILDING AND GROUNDS
FOR TENANT'S EQUIPMENT**



Plus a right of way for Entercom to bury cables from the Tower to the transmitter room.

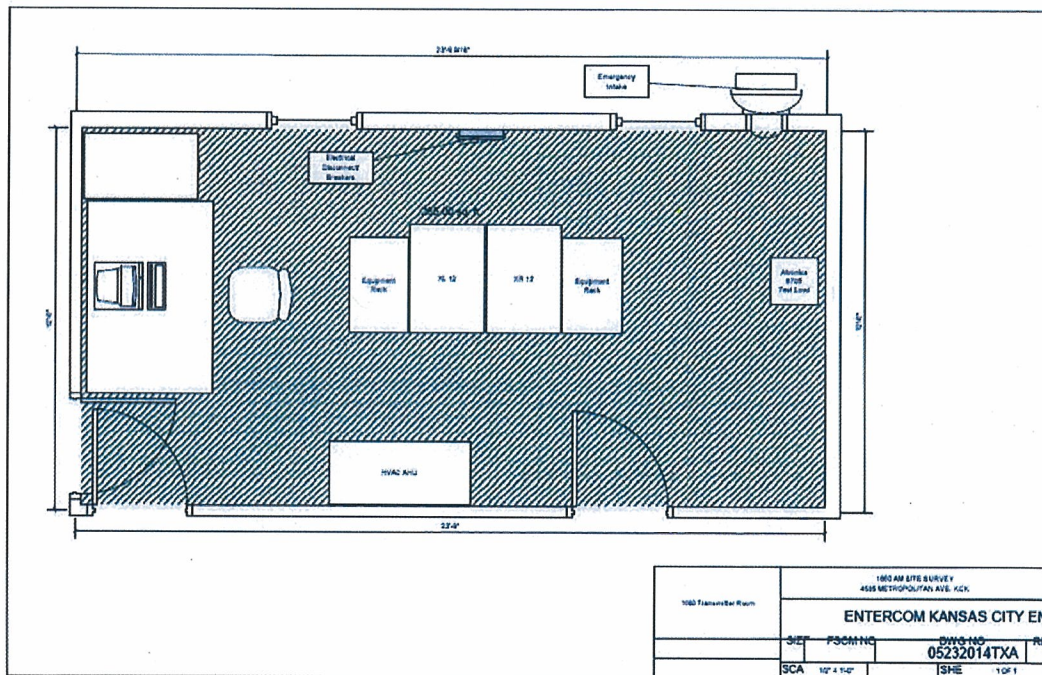
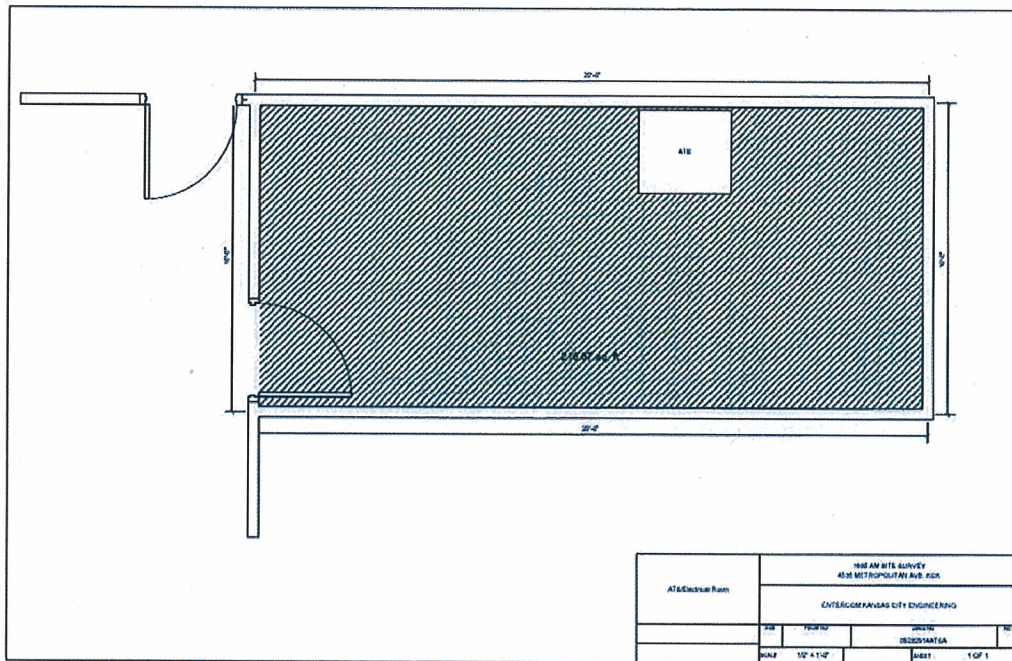


EXHIBIT B
TENANT'S EQUIPMENT

- ATU box (Weatherproof cabinet, sectionalized for matching/filtering for each frequency overall size, each frequency, approximately 108"W x 40"H x 28"D) to be installed on the Tower.
- Transmission equipment in the Building.
- Generator equipment outdoors, as indicated in Exhibit A.

FIRST AMENDMENT TO AM RADIO DIPLEXING & LEASE AGREEMENT

THIS FIRST AMENDMENT TO AM RADIO DIPLEXING & LEASE AGREEMENT (this "Amendment") is made as of the 23 day of April, 2015, by and between **KANSAS CITY RADIO, LLC** D/B/A KCNW ("Landlord") and **ENTERCOM KANSAS CITY, LLC** ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain AM Radio Diplexing & Lease Agreement last dated May 29, 2014 (the "**Lease**") related to that certain tower site located at 4535 Metropolitan Ave., Kansas City, KS 66106; and

WHEREAS, Landlord and Tenant desire to extend the Rent Commencement Date as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. The Lease is hereby amended by deleting the definition of "Rent Commencement Date" in Section 3.1 of the Lease and replacing it with the following:

"Tenant's obligation to make payments of Rent (as hereinafter defined) under this Lease shall commence upon the earlier of (a) the date on which installation of KWOD's equipment commences at the Site or (b) January 15, 2017 (the "**Rent Commencement Date**")."

2. All defined terms used herein but not defined herein shall have the meanings ascribed to them in the Lease. Except as amended hereby, the Lease shall remain unmodified and in full force and effect.

3. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The parties agree to accept and rely on facsimile transmitted or electronically transmitted (emailed PDF) signed documents as if they bore original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first above written.

LANDLORD:

KANSAS CITY RADIO, LLC

By: [Signature]

Its: President

TENANT:

ENTERCOM KANSAS CITY, LLC

By: [Signature]

Its: Sup

SECOND AMENDMENT TO AM RADIO DIPLEXING & LEASE AGREEMENT

THIS SECOND AMENDMENT TO AM RADIO DIPLEXING & LEASE AGREEMENT (this "Amendment") is made as of the 21st day of December, 2016, by and between KANSAS CITY RADIO, LLC D/B/A KCNW ("Landlord") and ENTERCOM KANSAS CITY, LLC ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain AM Radio Diplexing & Lease Agreement last dated May 29, 2014, as amended by that certain First Amendment dated April 23, 2015 (together, the "Lease") related to that certain tower site located at 4535 Metropolitan Ave., Kansas City, KS 66106; and

WHEREAS, Landlord and Tenant desire to provide Tenant with an additional termination right in the event of certain circumstances as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. The Lease is hereby amended by adding the following termination right:

"Notwithstanding anything to the contrary in the Lease, Tenant may terminate the Lease at any time during the Term, with no further obligations thereunder, upon no less than six (6) months prior written notice to Landlord, in the event that both (x) the FCC issues an order (which need not be a final order) or otherwise takes any action which will revoke the authority permitting the Tenant (or its affiliated companies) to continue to operate both KYY5-AM (1250 KHz, Kansas City, Kansas) and KWOD(AM) (1660 KHz, Kansas City, Kansas) and (y) Tenant determines that it will or it does return the license of KWOD(AM) (1660 KHz, Kansas City, Kansas) to the FCC. Tenant may exercise the foregoing termination right regardless of the whether or not the Rent Commencement Date has occurred and whether or not the Tenant has begun its operations at the Tower Site. In the event that Tenant exercises this termination right after Tenant commences installation at the Tower Site, Tenant agrees as follows:

- a. Tenant shall be solely responsible, at Tenant's sole cost and expense, for "undiplexing" KWOD from KCNW in a manner that minimizes disruption to KCNW's operations as much as commercially reasonable during such work and that restores KCNW to the same level of operation that it operated on prior to the commencement of the diplexing; and
 - b. Promptly after Tenant sends any such termination notice, the Parties will mutually agree, in good faith, to a reasonable removal plan and schedule."
2. The parties hereby acknowledge and agree that the Rent Commencement Date shall be January 15, 2017.
 3. All defined terms used herein but not defined herein shall have the meanings ascribed to them in the Lease. Except as amended hereby, the Lease shall remain unmodified and in full force and effect.
 4. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The parties agree to accept and rely on facsimile transmitted or electronically transmitted (emailed PDF) signed documents as if they bore original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first above written.

LANDLORD:

KANSAS CITY RADIO, LLC

By: 

Its: President

TENANT:

ENTERCOM KANSAS CITY, LLC

By: 

Its: VP / mm