



1015 Half Street S.E., Suite 200, Washington, D.C. 20003

**FILE COPY**

**Laura Berman**  
Senior Counsel

Received & Inspected

October 1, 2018

OCT 03 2018

FCC Mailroom

**VIA OVERNIGHT MAIL**

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
9050 Junction Drive  
Annapolis Junction, MD 20701

**Re: Amendment to Joint Sales Agreement between Entercom Gainesville, LLC and The University of Florida Board of Trustees**

Dear Ms. Dortch:

Pursuant to Section 73.3613(d)(2) of the Commission's rules, enclosed is a copy of an Amendment to the previously filed Joint Sales Agreement between Entercom Gainesville, LLC and The University of Florida Board of Trustees (the "Amendment"). Confidential and proprietary information has been redacted from the Amendment but such information shall be made available for inspection upon request by the FCC, subject to the parties' right to request confidential treatment. The Amendment should be associated with stations WSKY-FM, Micanopy, FL (Facility Id. No. 23352) and WKTK(FM), Crystal River, FL (Facility Id. No. 18520).

Please date stamp the enclosed copy of this letter acknowledging its receipt and return it in the enclosed self-addressed stamped envelope. If you have any questions, please contact me.

Sincerely,

Laura Berman

Enclosure

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**Entercom Communications Corp.**

Voice: (484) 270-6312 • Fax (610) 660-5662 • www.entercom.com • laura.berman@entercom.com

## AMENDMENT TO JOINT SALES AGREEMENT

Reference is made to that Joint Sales Agreement (the "Agreement"), dated August 2012, by and between Entercom Gainesville, LLC ("Entercom") and The University of Florida Board of Trustees, a public body corporate of the State of Florida ("Licensee"). Entercom and Licensee, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, hereby agree to amend the Agreement, effective as of September 1, 2018 in accordance with this amendment ("Amendment"). The parties agree that the terms of this Amendment shall control in the event of conflict with the express terms of the Agreement.

1. Entercom and Licensee acknowledge that this Amendment shall serve as written notice under Section 2 of the Agreement for Entercom to extend the Term of the Agreement for an additional seven (7) years through to August 31, 2026.
2. Section 3(b)(i) of the Agreement is amended to add "Licensee" may opt out of the Agreement annually by providing a minimum of four months' notice should the aggregate of all payments attributable to the prior 12 month period ending September 1 of each year made by Entercom to Licensee pursuant to Section 4 be less than [REDACTED]. Licensee must deliver such notice of rejection on or before October 1 of the year in which the termination is being exercised.
3. Section 4(a) (Monthly Revenue Share) of the Agreement is amended to [REDACTED]  
[REDACTED]
4. Section 4(b) (Monthly Guarantee) of the Agreement is amended to [REDACTED]  
[REDACTED]

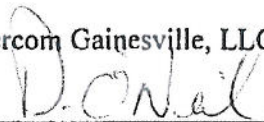
In all other respects the Agreement shall remain in full force and effect and is hereby ratified and affirmed. This Amendment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Florida, without regard or reference to the rules of conflicts of law that would require the application of the law of any other jurisdiction. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Amendment may

be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be duly executed as of this 29<sup>th</sup> day of August, 2018

Entercom Gainesville, LLC

By



Name: Dick O'Neill

Title: SVP/Market Manager

The University of Florida Board of Trustees



Name: Diane McFarlin

Title: Dean