

## TEMPORARY AGREEMENT FOR FM TRANSLATOR

This agreement ("Agreement") is made and entered into as of the second day of March 2011, by and between Entercom Austin, LLC, a Delaware limited liability company with a business address of 4301 Westbank Drive, Escalade B, 3<sup>rd</sup> Floor, Austin, TX 78746 ("Entercom") and Katherine Pyeatt, an individual residing at 2215 Cedar Springs Rd #1605, Dallas, TX 75201 ("Pyeatt").

WHEREAS, Pyeatt is the sole FCC licensee of an FM translator K287AY operating on FM Channel 242, Frequency 96.3FM and licensed to serve Austin, TX ("Translator");

WHEREAS, Entercom desires to provide programming to be broadcast on such Translator for a temporary period of three (3) months;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Pyeatt and Entercom hereby agree as follows:

1. Pyeatt will retransmit the entire broadcast signal of the programming broadcast on the HD3 channel of KKMJ(FM) ("Station") on the Translator. Such retransmission shall be for up to twenty-four (24) hours per day, seven (7) days per week, which time periods shall be determined by Entercom, in Entercom's sole discretion.
2. The term of this Agreement will commence on the date that the retransmission of Station actually commences ("Commencement Date") and continue until three (3) months thereafter (collective, "Term"). The parties agree to cooperate in good faith to effect the Commencement Date as soon as reasonably practical. In the event that the Commencement does not occur on or before March 31, 2011, this Agreement will be deemed void *ab initio* (as if it were never signed). If requested by either party, each party agrees to promptly execute a confirmation of Commencement Date letter identifying the actual Commencement Date and/or the termination date of this Agreement. Notwithstanding anything to the contrary herein, either party may terminate this Agreement at any time upon no less than 5 days prior written notice to the other party at the address above.
3. Pyeatt acknowledges and agrees that nothing herein confers any copyright license in any material broadcast on the Station to Pyeatt.
4. Entercom is solely responsible for the payment of any fees (including, without limitation, all taxes, copyright royalties or fees, music performance and synchronization license fees, and franchise fees) in connection with the content of the retransmission of the signal of Station on the Translator. Pyeatt is solely responsible for the payment of any costs, fees or expenses in connection with the operation of the Translator (including, without limitation, all rent, power, repair, maintenance, and FCC regulatory or license fees, and property tax ).
5. During the Term of this Agreement, Entercom will pay Pyeatt \$3,000 per month, in advance (as partial reimbursement for Pyeatt's expenses in connection with the operation and maintenance of the Translator), which amount will be prorated for partial months.
6. Pyeatt is solely responsible for securing any consents or authorizations required from her landlord to authorize Entercom to maintain a receiver at the Toro Canyon tower site, at no cost or expense to Entercom (other than the cost of the receiver itself).
7. Pyeatt represents, warrants and agrees that she will be solely responsible to ensure that this Agreement and the Translator full comply with all applicable laws, including, without limitation, the rules and regulations of the FCC. At the request of either party, each party agrees to reasonably cooperate in a timely manner with any request from the other party for information or execution of reasonably acceptable documents related to any

filing required to be made to the FCC in connection with this Agreement.

8. Neither party may assign this Agreement without the other party's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).
9. Any failure by either Pyeatt or Entercom to insist upon strict performance of any term or condition of the Agreement shall not be deemed a waiver of any right or remedy that the each party may have and shall not be deemed to be a waiver of any subsequent breach of such term or condition. The covenant, terms, conditions and undertaking in this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. This Agreement shall be governed by the laws of the State of Texas. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent by law.
10. This Agreement is not effective or enforceable against either party until fully executed by both parties.

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

ENTERCOM AUSTIN, LLC

By:

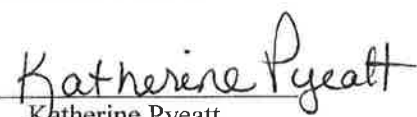
  
Alan Kirshbom  
Vice President/Market Manager

Date:

3/2/11

KATHERINE PYEATT

By:

  
Katherine Pyeatt

Date:

3/2/11