

## **ENGAGEMENT AND ASSIGNMENT AGREEMENT**

This ENGAGEMENT AND ASSIGNMENT AGREEMENT (this "Engagement Agreement") is entered into as of June 10, 2005 by and between Infinity Radio Inc. ("Infinity") and Elliot B. Evers (the "Designated Trustee").

### **RECITALS**

Infinity has entered into an agreement to acquire FM radio station KEAR(FM), San Francisco, California. Before it can acquire KEAR, Infinity must divest one of the FM radio stations that it currently owns and operates in the San Francisco/San Jose market in order to comply with the rules of the Federal Communications Commission (the "FCC"), which limit Infinity to owning no more than five FM radio stations in the San Francisco/San Jose market. Although only required to divest one FM radio station, Infinity has decided to divest KEZR(FM), San Jose, California, and KBAY(FM), Gilroy, San Francisco (the "San Jose Stations"). Infinity has not yet secured a buyer for the San Jose Stations.

So that its acquisition of KEAR will comply with the FCC's local radio ownership rules, Infinity desires to enter into this Engagement Agreement, pursuant to which Infinity will assign the FCC licenses and other assets relating to the San Jose Stations to the Designated Trustee pursuant to a trust agreement. Under the trust agreement, the Designated Trustee will be required to sell the San Jose Stations to a third party.

Accordingly, the parties agree as follows:

### **AGREEMENT**

1. The Designated Trustee agrees to serve as the trustee of the San Jose Trust pursuant to a trust agreement, substantially in the form appended hereto as Attachment A (the "Trust Agreement").
2. The Designated Trustee and Infinity will prepare and file with the FCC the assignor's and assignee's portions respectively of an assignment application on FCC Form 314 (the "Application"), seeking FCC consent to assign the licenses and other assets of the San Jose Stations to the Designated Trustee pursuant to the Trust Agreement. Infinity intends to cause such application to be filed with the FCC no later than June 10, 2005. The Designated Trustee shall not be in breach hereof in the event such filing is delayed for reasons attributable to Infinity.
3. Following FCC approval of the assignment of licenses contemplated by the Application and provided that Infinity has not terminated this Engagement Agreement

pursuant to Section 7, Infinity and the Designated Trustee will execute the Trust Agreement, Infinity will transfer the Station Assets of the San Jose Stations as defined in the Trust Agreement, including the FCC licenses, to the Designated Trustee, as trustee under the Trust Agreement, and the Designated Trustee, as trustee and on behalf of the trust, will acquire and assume the rights, titles and interests and obligations of Infinity with respect to the Station Assets, including the FCC licenses, as provided in the Trust Agreement. In the event that Infinity has entered into an agreement to sell the San Jose Stations to a third party prior to the consummation of the transfer of the San Jose Stations to the Designated Trustee under the Trust Agreement, the Designated Trustee agrees to accept the transfer of the Station Assets subject to such agreement to sell and to perform Infinity's obligations to sell thereunder, subject to the terms and conditions of the Trust Agreement.

4. Infinity and the Designated Trustee agree that each will take all action necessary and will cooperate with each other to submit and prosecute, or cause to be submitted and prosecuted, the Application at the FCC.

5. In consideration for the services performed in connection with the signing of this Engagement Agreement and the preparation and filing of the Application, Infinity shall pay the Designated Trustee the sum of [REDACTED], to be paid within one business day of the signing of this Engagement Agreement. In addition, separate and apart from any reimbursement obligation under the Trust Agreement, Infinity shall reimburse the Designated Trustee for all reasonable charges and other expenses (including fees, expenses and disbursements of the Designated Trustee's legal counsel, not to exceed Ten Thousand Dollars (\$10,000) without Infinity's prior consent, which will not be unreasonably withheld), which the Designated Trustee reasonably deems necessary and proper to incur in the performance of his duties and obligations hereunder.

6. The Designated Trustee hereby covenants to Infinity that he, individually and as trustee, is and will be legally, technically, financially and otherwise qualified under the Communications Act of 1934, as amended, and otherwise, to acquire the assets of and operate the San Jose Stations.

7. This Engagement Agreement, other than Infinity's obligations under Section 5 hereof, may be terminated by Infinity at any time prior to the consummation of the transfer of the San Jose Stations to the Designated Trustee pursuant to Section 3. For example, Infinity contemplates that it will transfer the San Jose Stations to the San Jose Trust only if prior to such transfer it has entered into a binding agreement to sell the San Jose Stations to a third party.

8. The Designated Trustee agrees to keep all financial and other non-public information about the San Jose Stations and the San Jose Trust in strict confidence and to disclose such information only to the extent necessary to obtain FCC approval of the assignment of the San Jose Stations to the San Jose Trust or to implement the terms of the San Jose Trust (and in such case subject to the terms of a customary confidentiality agreement) or as required by law.

9. This Engagement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Engagement Agreement shall be treated as between the parties as original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement or caused this Engagement Agreement to be duly executed on their behalf as of the date and year first herein above set forth.

INFINITY RADIO INC.

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Jacques Tortoroli  
Chief Financial Officer

DESIGNATED TRUSTEE

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Elliot B. Evers

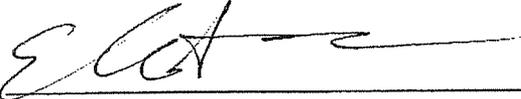
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INFINITY RADIO INC.

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Jacques Tortoroli  
Chief Financial Officer

DESIGNATED TRUSTEE



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Elliot B. Evers