

ENGAGEMENT AND ASSIGNMENT AGREEMENT

This ENGAGEMENT AND ASSIGNMENT AGREEMENT (this “Engagement Agreement”) is entered into as of [____], 2010 by and between Townsquare Media Yakima, LLC, Townsquare Media Yakima License, LLC, Townsquare Media Tri-Cities, LLC, and Townsquare Media Tri-Cities License, LLC, each a Delaware limited liability company (collectively, the “Companies”) and Allen N. Blum (the “Designated Trustee”).

RECITALS

The Companies are parties to an Asset Purchase Agreement (the “APA”) dated as of November 17, 2010, pursuant to which the Companies have agreed to acquire from Revitalization Partners, LLC, General Receiver certain radio stations (the “Revitalization Stations”) in the Yakima, Washington Arbitron Radio Market and the Richland-Kennewick-Pasco Arbitron Radio Market (collectively, the “Markets”). The transactions contemplated by the APA (the “Transactions”) may not be consummated without the prior consent of the Federal Communications Commission (the “FCC”).

The Companies presently are the FCC licensees and/or owners of certain radio stations in the Markets. The acquisition of the Revitalization Stations by the Companies would be in excess of the number of radio stations that one party is permitted to own under the FCC’s local radio ownership rule, 47 C.F.R. § 73.3555(a). As a condition to approving the Transactions, the FCC may require the Companies to divest certain radio stations in each Market.

The Companies desire to assign the FCC licenses and other assets relating to such radio stations to the Designated Trustee pursuant to that certain Trust Agreement dated as of [____], 2010 (the “Trust Agreement”). Under the Trust Agreement, the Designated Trustee would be required to sell such stations to a third party or third parties.

Accordingly, the parties agree as follows:

AGREEMENT

1. The Designated Trustee has agreed to serve as the trustee of a trust to be known as “The Tri-Cities/Yakima Divestiture Trust” (the “Trust”), which shall be established pursuant to the terms of the Trust Agreement.
2. The Companies and the Designated Trustee have prepared and filed with the FCC the assignor’s and assignee’s portions respectively of assignment applications on FCC Form 314 (the “Applications”), seeking FCC consent to assign the Station Assets (as defined in the Trust Agreement) to the Designated Trustee pursuant to the Trust Agreement. The Applications were filed with the FCC on [____], 2010.

3. Following FCC approval of the assignments of licenses contemplated by the Applications and provided that the Companies have not terminated this Engagement Agreement pursuant to Section 7, the Companies will assign the Station Assets 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 the Companies with respect to the Station Assets as provided in the Trust Agreement.

4. The Companies and the Designated Trustee shall take all action necessary and shall cooperate with each other to submit and prosecute, or cause to be submitted and prosecuted, the Applications 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 Applications, the Companies shall pay the Designated Trustee the amount of **REDACTED** per year, prorated on a monthly basis.

6. The Designated Trustee hereby covenants to the Companies that he is and will be legally, technically, financially and otherwise qualified under the Communications Act of 1934, as amended and the rules and published policies of the FCC, and otherwise, to acquire and operate the Station Assets.

7. This Engagement Agreement, other than the Companies' obligations under Section 5 hereof, may be terminated as to any of the Station Assets by the Companies at any time prior to the consummation of the assignments of the Station Assets to the Designated Trustee pursuant to Section 3.

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

9. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) if personally delivered, upon delivery or refusal of delivery, or (ii) if sent by overnight courier, upon delivery or refusal of delivery. All notices, or other communications required or permitted hereunder shall be addressed to the respective party to whom such notice, consent, waiver, or other communication relates at the following addresses:

If to the Companies:

Townsquare Media, LLC
240 Greenwich Avenue
Greenwich, Connecticut 06830
Attn: Alex Berkett

If to the Designated Trustee: Mr. Allen N. Blum
 14 Wind Mill Place
 Armonk, NY 10504

Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed.

10. The parties agree that, prior to taking any other action, the parties shall first meet in good faith regarding any and all disputes, claims or controversies arising out of or relating to this Engagement Agreement. Either party may commence a mediation between the parties by providing to the other parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in scheduling conferences regarding such dispute. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation. If the parties are unable to reach resolution of the dispute after mediating in good faith for ten (10) business days, any party shall be entitled to seek further recourse regarding such dispute.

11. This Engagement Agreement, the rights and obligations of the parties hereto, and any claims and disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (not including the choice of law rules thereof). The exclusive forum for the resolution of any disputes arising hereunder shall be the state and federal courts of Delaware and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. DESIGNATED TRUSTEE AND THE COMPANIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS ENGAGEMENT AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

12. 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 heard first herein above set forth.

**THE TRI-CITIES/YAKIMA
DIVESTITURE TRUST**

By: _____
Allen N. Blum
Trustee

**TOWNSQUARE MEDIA TRI-CITIES,
LLC**

By: _____
Name
Title

**TOWNSQUARE MEDIA TRI-CITIES,
LICENSE, LLC**

By: _____
Name
Title

**TOWNSQUARE MEDIA YAKIMA,
LLC**

By: _____
Name
Title

**TOWNSQUARE MEDIA YAKIMA,
LICENSE, LLC**

By: _____
Name
Title