

ENGAGEMENT AND ASSIGNMENT AGREEMENT

This ENGAGEMENT AND ASSIGNMENT AGREEMENT (this “Engagement Agreement”) is entered into as of March 17, 2017 by and between Entercom Communications Corp., a Pennsylvania corporation (the “Company”), and TDC Communications, LLC, a Delaware limited liability company (the “Trustee”).

RECITALS

WHEREAS, the Company is a party to an Agreement and Plan of Merger (the “Merger Agreement”), dated February 2, 2017, by and among the Company, CBS Corporation, a Delaware corporation (“CBS”), CBS Radio Inc., a Delaware corporation (“CBS Radio”), and Constitution Merger Sub Corp., a Delaware corporation and a wholly-owned subsidiary of the Company (“Merger Sub”), pursuant to which CBS Radio will merge with and into Merger Sub, with CBS Radio surviving as a wholly-owned subsidiary of the Company; and

WHEREAS, upon closing of the Merger Agreement, the Company will indirectly hold all of the outstanding capital stock of the licensee entities (“Licensees”) that own radio broadcast stations in the markets listed below (the “Stations”):

Market

Boston, MA

Los Angeles, CA

Sacramento, CA

San Diego, CA

San Francisco, CA

Seattle-Tacoma, WA

Wilkes Barre-Scranton, PA

WHEREAS, the transactions contemplated by the Merger Agreement (the “Transactions”) may not be consummated without the prior consent of the Federal Communications Commission (the “FCC”); and

WHEREAS, the Company or its subsidiaries currently own radio broadcast stations in the Metro Survey Areas (as defined by The Nielsen Company (US) LLC) associated with the markets listed above (the “Metros”), and the ownership and control of such stations, together with the stations currently owned by CBS Radio and its subsidiaries, would cause the Company to exceed in each Metro the caps on local radio station ownership set forth in the FCC’s rules; and

WHEREAS, in order to comply with such caps the Company will be required to divest radio stations in each of the Metros (the “Divestiture Stations”), which Divestiture Stations shall be identified in the Trust Agreement (as defined below), and the Company desires to effect such divestiture by assigning the FCC licenses and other assets for the Divestiture Stations to the Trustee in its capacity as trustee under the Trust Agreement; and

WHEREAS, the Company desires to assign the Station Assets (as defined in the Trust Agreement), including the FCC Licenses (as defined in the Trust Agreement), to the Trustee, and the Trustee is prepared to accept that assignment in accordance with the terms and conditions of this Engagement Agreement and the Trust Agreement, which will require the Trustee to sell the Station Assets (as defined in the Trust Agreement) to an independent third party and to operate the Divestiture Stations until such sale is consummated.

Accordingly, in view of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. The Trustee hereby agrees to serve as the trustee of a trust to be known as "The Entercom Divestiture Trust" (the "Trust"). The Trust shall be established pursuant to the terms of a trust agreement (the "Trust Agreement") in form and substance substantially as set forth in Exhibit A hereto, which the Company and the Trustee shall enter into simultaneously upon consummation of the Transactions.

2. The Trustee shall, and the Company shall use its commercially reasonable efforts to prepare, or cause CBS Radio to prepare, their respective portions of assignment applications on FCC Form 314 (the "Applications") seeking FCC consent to assign the FCC licenses for certain of the Stations to the Trustee. Each party shall use its commercially reasonable efforts to file the Applications on the same date as the applications for the Transactions are filed.

3. Following FCC approval of the Applications, and provided that the Company has not terminated this Engagement Agreement pursuant to Section 7, then simultaneously with the consummation of the Transactions, the Company will cause the respective Licensees to assign the Station Assets to the Trustee, as trustee under the Trust Agreement, and the Trustee, as trustee and on behalf of the Trust, will acquire and assume the rights, titles and interests and obligations of the respective Licensees with respect to the Station Assets as provided in the Trust Agreement. If the Company enters into any agreements to sell one or more of the Divestiture Stations to a third party prior to consummation of the transfer of the Station Assets to the Trust, then the Trustee shall accept such transfer subject to such agreements and shall perform the Company's obligations thereunder, subject to the terms and conditions of the Trust Agreement.

4. The Company and the Trustee shall take all commercially reasonable actions necessary and shall cooperate with each other to prosecute, or cause to be prosecuted, the Applications at the FCC.

5. In consideration of its service as trustee of the Trust, the Company shall also pay the Trustee the fee set forth on Exhibit B hereto. In addition to any reimbursement under the Trust Agreement, the Company shall reimburse the Trustee for all reasonable charges and expenses (including reasonable fees, expenses and disbursements of the Trustee's legal counsel that the Trustee incurs in the negotiation and drafting of this Engagement Agreement, the Trust Agreement, the preparation, filing and prosecution of the Applications and the consummation of the assignment of the Station Assets to the Trust), which reimbursement shall not exceed Twenty-Five Thousand Dollars (\$25,000), provided that if such reimbursement cap is met, the Company and Trustee shall mutually agree upon a subsequent reimbursement cap. Such reimbursement will be made within thirty (30) business days after the Company's receipt of invoice(s) from the Trustee.

6. The Trustee hereby covenants to the Company that it 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 promulgated thereunder, and otherwise, to acquire and operate the Station Assets.

7. This Engagement Agreement, other than the Company's obligations under Section 5 hereof, may be terminated by the Company at any time prior to the consummation of the assignment of the Station Assets to the Trustee pursuant to Section 3. The Company shall indemnify the Trustee under and in connection with this Agreement on the same terms as set forth in Section 6 of the Trust Agreement, which terms are incorporated herein, and such obligation shall survive any termination of this Agreement.

8. The 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 assignment of the Station Assets to the Trust or to implement the terms of the Trust Agreement (and in such case subject to the terms of any confidentiality requirements set forth therein) 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 Company: Entercom Communications Corp.
401 E. City Avenue, Suite 809
Bala Cynwyd, PA 19004
Attention: Andrew P. Sutor, IV
Senior Vice President and General Counsel
Facsimile: (610) 660-5662

With a copy to: Pillsbury Winthrop Shaw Pittman LLP
1200 17th Street, NW
Washington, DC 20036
Attention: David D. Burns
Facsimile: (202) 663-8007

If to the Trustee: TDC Communications, LLC
c/o MVP Capital, LLC
255 California Street
Suite 850
San Francisco, CA 94111
Attention: Elliot Evers
President
Facsimile: (415) 549-0515

With a copy to: Lerman Senter PLLC
2001 L Street, N.W.
Suite 400
Washington, DC 20036
Attention: Nancy A. Ory
Facsimile: (202) 293-7783

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 person or by teleconference in good faith regarding any and all disputes, claims or controversies (each a "Dispute") arising out of or relating to this Engagement Agreement. Either party may commence a mediation between the parties by providing to the other party 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 meetings and conferences regarding such Dispute. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either 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 other 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, either party shall be entitled to seek further recourse regarding such Dispute beginning on the date that is ten (10) business days after the date on which such mediation commenced.


11. This Engagement Agreement, the rights and obligations of the parties hereto, and any 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. THE TRUSTEE AND THE COMPANY 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 counterparts, each of which shall be deemed to be an original, and both 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.

TDC COMMUNICATIONS, LLC

By: 
Name: Elliot Evers
Title: Sole Member

ENTERCOM COMMUNICATIONS CORP.

By: _____
Name:
Title:

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.

TDC COMMUNICATIONS, LLC

By: _____
Name:
Title:

ENTERCOM COMMUNICATIONS CORP.

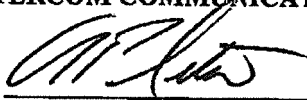
By:  _____
Name: **ANDREW P. SUTOR, IV**
Title: **SENIOR VICE PRESIDENT**

EXHIBIT A – FORM OF TRUST AGREEMENT

TRUST AGREEMENT

THIS TRUST AGREEMENT (the “Trust Agreement”), dated as of _____, 2017, is by and between Entercom Communications Corp., a Pennsylvania corporation (the “Company” or “Entercom”), and TDC Communications, LLC, a Delaware limited liability company (the “Trustee”).

RECITALS

WHEREAS, the Company is a party to an Agreement and Plan of Merger (the “Merger Agreement”), dated February 2, 2017, by and among the Company, CBS Corporation, a Delaware corporation (“CBS”), CBS Radio Inc., a Delaware corporation (“CBS Radio”), and Constitution Merger Sub Corp., a Delaware corporation and a wholly-owned subsidiary of the Company (“Merger Sub”), pursuant to which CBS Radio will merge with and into Merger Sub, with CBS Radio surviving as a wholly-owned subsidiary of the Company; and

WHEREAS, the transactions contemplated by the Merger Agreement (the “Transactions”) may not be consummated without the prior consent of the Federal Communications Commission (the “FCC”); and

WHEREAS, upon closing of the Merger Agreement, the Company will indirectly hold all of the outstanding capital stock of the licensee entities (“Licensees”) that own the radio broadcast stations listed below (the “Stations”):

<u>Licensee</u>	<u>Market</u>	<u>Station/Facility ID No.</u>
***	Boston, MA	[2 FM stations]
***	Los Angeles, CA	[1 FM station]
***	Sacramento, CA	[3 FM stations]
***	San Diego, CA	[1 FM station]
***	San Francisco, CA	[4 FM stations]
***	Seattle-Tacoma, WA	[2 FM stations]
***	Wilkes Barre-Scranton, PA	[1 FM station]

WHEREAS, to eliminate any prospective violation of the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, the “Communications Laws”), Entercom is prepared to place the properties and assets used in the operation of the Stations, including the FCC authorizations for the Stations (collectively, the “Station Assets”), into a trust pursuant to a trust agreement that will comply with the Communications Laws; and

WHEREAS, the Trustee has agreed to serve as trustee for the purpose of selling the Station Assets to a third party or third parties and operating the Stations pending the consummation of the sale(s); and

WHEREAS, Entercom is prepared to engage the Trustee as trustee for the Station Assets pursuant to a trust agreement that will comply with the Communications Laws;

WHEREAS, Entercom and certain of its affiliates are parties to certain Existing Sale Contracts (as defined in Section 4(f) below) relating to certain of the Stations; and

WHEREAS, certain rights and obligations under the Existing Sale Contracts have been assigned to the Trust (as defined below).

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Creation and Purpose of The Entercom Divestiture Trust.
 - (a) Subject to the terms and conditions hereof, a trust in respect of the Station Assets (as defined below) is hereby created and established ("The Entercom Divestiture Trust"), and the Trustee hereby agrees to serve as trustee hereunder.
 - (b) The purpose of The Entercom Divestiture Trust is to vest legal title and control of the Station Assets in the Trustee for the purpose of facilitating a sale of the Station Assets by the Trustee, and the provisions of this Trust Agreement shall be interpreted to effectuate such purpose.
 - (c) The Entercom Divestiture Trust shall be irrevocable until:
 - (i) such time as (x) the Trustee causes the Station Assets to be sold to a third party buyer or buyers pursuant to separate written agreements and with the prior approval by the FCC; or (y) Entercom, or any direct or indirect subsidiary of Entercom, divests itself of sufficient attributable interests in radio stations in the Metros, or there is a change in the Communications Laws, to permit Entercom or any subsidiary of Entercom to hold the FCC Licenses for the Stations under the Communications Laws (and, if either contingency in (y) occurs, the Trustee, on request of Entercom and upon FCC approval, may, in the Trustee's discretion, assign the relevant FCC Licenses and Station Assets to Entercom); and
 - (ii) all obligations of the Trustee under this Agreement and under any agreement to sell the Station Assets to third party buyers have been fully performed or waived.
2. Assignment and Management of Station Assets.
 - (a) On the Closing Date (as defined in Section 3(a) herein), Entercom shall convey, transfer, assign, and deliver to the Trustee, and the Trustee shall acquire and assume from Entercom all of the respective assignor's right, title, interest and obligations in and to the Station Assets, which include the following:
 - (i) if the Stations are subject to an Existing Sale Contract (as defined below), the assets to be conveyed to the Buyer under such Agreement; or
 - (ii) if the Stations are not subject to an Existing Sale Contract, the following assets:
 - (A) the licenses, permits and authorizations issued by the FCC for the Stations, including any renewals or modifications thereof (the "FCC Licenses") in effect as of the Closing Date;

- (B) any and all pending applications before the FCC that relate to the Stations;
 - (C) those existing agreements, contracts, commitments, programming and product contracts and leases (including without limitation, all real estate and office leases) used solely in the operation of the Stations (the “Assumed Contracts”);
 - (D) all real property owned or leased and used solely in the operation of the Stations (the “Real Property”);
 - (E) the Stations’ call letters and rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, jingles, slogans, logos and other intangible property which are used or held for use solely in the operations of the Stations;
 - (F) supplies, equipment, transmitters, antennas, cables, vehicles, furniture, fixtures, spare parts, inventories, other personal property purchased but not installed, and other tangible personal property of every kind and description used or held for use solely in the operation of the Stations (the “Personal Property”);
 - (G) any files, documents, records, books of account (or copies thereof) relating solely to the operation of the Stations, including local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, list of advertisers, credit and sales reports, and logs, but excluding records comprising or related to the Excluded Assets (defined below); and
 - (H) other personal assets, tangible or intangible, held by Entercom and used solely in the operation of the Stations except for the Excluded Assets.
- (b) Notwithstanding Section 2(a) hereof, Entercom shall not convey, transfer, assign, and deliver, and the Trustee shall not acquire and assume, any right, title or interest to, in and under, the following assets (the “Excluded Assets”), all of which shall be retained by Entercom:
- (i) cash, cash equivalents, cash items of any kind whatsoever, certificates of deposit, money market instruments, bank balances and rights in and to bank accounts, Treasury bills and marketable securities and other securities existing as of the Closing Date;
 - (ii) all deposits or prepaid charges of Entercom, and expenses paid in connection with or relating to any Excluded Assets;
 - (iii) any claim, right or interest of Entercom in or to any refund, rebate, abatement or other recovery for taxes, together with any interest due thereon or penalty rebate arising therefrom, for any tax period (or portion thereof) ending on or before the Closing Date;
 - (iv) any rights, claims or causes of action of Entercom against third parties relating to assets, properties, business or operations of Entercom arising out of events occurring on or prior to the Closing Date;
 - (v) contracts of insurance and insurance plans, the rights to proceeds thereunder and the assets thereof, promissory notes, amounts due from employees, bonds, letters of credit or other similar items and any cash surrender value in regard thereto;

- (vi) any and all assets used or useful in the operation of other radio stations owned by Entercom in the Metros or elsewhere, and all assets of Entercom other than those assets of Entercom that are used solely in the operation of the Stations;
 - (vii) all pension, profit sharing or cash or deferred (Section 401(K)) plans and trusts and any other employee benefit plan or arrangement;
 - (viii) all rights and obligations of Entercom under or interest in contracts, agreements, leases, licenses, commitments and understandings, written or oral, except for the Assumed Contracts;
 - (ix) corporate records and other books and records that pertain to internal corporate matters of any prior licensee or owner of the Stations; and
 - (x) any rights of Entercom as of the Closing Date to payment for the sale of advertising time and other goods and services by the Stations prior to the Closing Date.
- (c) To the extent that any of the Excluded Assets are also used or useful in and necessary to the conduct of the business and operation of the Stations as of the Closing Date (the “Shared Assets”), then Entercom shall make such arrangements on or before the Closing as are reasonably necessary to provide for the Trustee’s continued use of the Shared Assets by the Stations during the term of this Trust Agreement without any cost to the Trustee.
- (d) Subject to the provisions of Section 6(d) hereof, the Trustee shall, after the Closing, assume and solely exercise management responsibility for the payment, performance and discharge of all liabilities, obligations, and duties under or in respect of the FCC Licenses, the Assumed Contracts, and the other Station Assets (the “Station Liabilities”). Except as expressly provided in this Trust Agreement, the Trustee shall not be liable for and shall not assume any liabilities, obligations, or duties of Entercom or any Entercom subsidiary (whether known or unknown, matured or unmatured, or fixed or contingent).
3. Closing.
- (a) The consummation of the assignment of the Station Assets to, and the assumption of the Station Liabilities by, the Trustee (the “Closing”) shall occur on a date (the “Closing Date”) that is the same date for the consummation of the Transactions. Unless the parties otherwise agree, the Closing shall be held at the same location or in the same manner as the consummation of the Transactions.
- (b) The obligations of Entercom and the Trustee to consummate the assignment of the Station Assets to the Trustee shall be subject to the prior satisfaction of the following conditions:
- (i) there shall not be in effect any statute, government regulation, or order by a court or governmental authority of competent jurisdiction which restrains or prohibits the transactions contemplated hereby;
 - (ii) there shall not be in existence any lawsuit, action or investigation, or other proceeding before any court or governmental authority of competent jurisdiction to prohibit the transactions contemplated by this Trust Agreement;

- (iii) the FCC shall have granted its consent to the application for consent to the assignment of the FCC Licenses from the Licensees to The Entercom Divestiture Trust (the "Assignment Application") without imposing any condition materially adverse to the Trustee, Entercom or any subsidiary of Entercom, or to the operation of the Stations;
- (iv) Entercom shall have obtained all material third party consents required by the Assumed Contracts to enable the Trustee to enjoy all of the rights and privileges, and be bound by all of the obligations, under such Assumed Contracts, but, if any required third party consent has not been obtained, this condition shall be satisfied if Entercom make other arrangements that would enable the Trustee to obtain the benefits of such Assumed Contract; and
- (v) the Transactions shall have been consummated contemporaneously with the assignment of the FCC Licenses to the Trustee as contemplated by this Trust Agreement.

4. Disposition of Station Assets by Trustee.

- (a) Except as otherwise expressly set forth in this Trust Agreement, the Trustee shall have the power, authority and obligation to consummate sales of the Station Assets as soon as reasonably practicable after the Closing pursuant to the conditions contained herein and at prices that render to Entercom the maximum consideration reasonably attainable for the Station Assets subject to such sales, payable in its entirety at the closing of each such sale in cash.
- (b) The Trustee shall have the power and authority to hire any attorneys reasonably necessary in the judgment of the Trustee to assist in the sale of the Station Assets. Such professionals shall be accountable solely to the Trustee.
- (c) If the Stations are not subject to an Existing Sale Contract, the Trustee shall use its good faith and commercially reasonable efforts to enter into binding agreement(s) (each, a "Sale Agreement") with a buyer in a form consistent with standard practices in the industry for the purchase and sale of commercial radio stations. The Trustee may request Entercom to provide such consents, information, representations, warranties and indemnifications regarding the Station Assets as may be necessary or appropriate to effectuate a sale, and Entercom shall provide such consents, information, representations, warranties and indemnifications to the extent commercially reasonable.
- (d) Notwithstanding any other provision to the contrary in this Trust Agreement:
 - (i) Entercom shall have the right to establish a minimum purchase price for the sale of the Stations as set forth in written notice to the Trustee, which shall be paid by wire transfer of immediately available federal funds at the closing of the sale of the Station Assets, and shall have the right (x) to require that each third party buyer assume all of the liabilities of the Station Assets associated with the Trust after consummation of such sale and (y) to establish a date by which any sale must be consummated; and
 - (ii) If prior to the execution of a Sale Agreement Entercom notifies the Trustee that Entercom or a subsidiary thereof may hold the FCC Licenses for a Station consistent with the Communications Laws, then the Trustee may, in its discretion,

request FCC consent to assign the FCC Licenses to Entercom or such subsidiary and upon the grant of such consent, assign and convey to Entercom or such subsidiary the FCC Licenses and other Station Assets.

- (e) The Trustee shall submit and diligently prosecute appropriate applications to such governmental authorities as any such Sale Agreement requires, including to the FCC requesting consent to assignment of the FCC Licenses.
 - (f) In the event that before the Closing Date Entercom has entered into an agreement to sell the Station Assets to an unaffiliated third party (an “Existing Sale Contract”) but such sale has not been consummated prior to the Closing Date, Entercom shall assign its rights under such Existing Sale Contract to the Trustee at the Closing and the Trustee shall assume the obligations of Entercom and any subsidiary of Entercom which is party to such Existing Sale Contract thereunder. The Trustee acknowledges that it may be requested to enter into a local marketing agreement with the buyer under an Existing Sale Contract, and agrees to enter into and perform its obligations under such agreement, provided that such agreement is in form and substance reasonably satisfactory to the Trustee.
 - (g) The Trustee shall maintain complete records of all efforts undertaken to sell the Station Assets until it consummates the sale(s) of the Station Assets. The Trustee shall file periodic reports with Entercom setting forth the Trustee’s efforts to sell the Station Assets as contemplated by this Trust Agreement. Such reports shall be designated confidential, shall include the name, address and telephone number of each person who, during the period, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the any Station Assets, and shall describe in detail each contact with any such person during that period. If the Trustee has failed to consummate the sale(s) of the Stations within six (6) months from the Closing Date, the Trustee shall promptly provide Entercom with a confidential report setting forth in reasonable detail (i) any supplement to the prior reports concerning the Trustee’s efforts to sell the Station Assets; (ii) the reasons, in the Trustee’s judgment, why the required sale has not been consummated; and (iii) the Trustee’s recommendations for consummating the required sale without further delay. Without limitation of the foregoing, the Trustee shall use its commercially reasonable efforts, and shall co-operate with Entercom, to comply with any reporting obligations imposed by the FCC in connection with the divestiture of the Station Assets.
 - (h) At least twenty (20) business days prior to the execution of a Sale Agreement, the Trustee shall deliver to Entercom a copy of such agreement, together with all attachments thereto, for review and comment by Entercom. The Trustee shall notify Entercom immediately of the parties’ execution of each Sale Agreement and shall, within two (2) business days after its execution, provide a copy of the executed Sale Agreement and all related agreements (such as an escrow agreement), along with all schedules, exhibits, and other attachments thereto.
5. Management and Other Actions by Trustee.
- (a) During the term of this Trust Agreement, the right to manage the business of the Stations shall be solely vested in the Trustee, subject to the following conditions:
 - (i) The Trustee shall have absolute and complete control over the operations of the Stations pending the sale of the Station Assets or other termination of this

Agreement in accordance with its terms, and no person other than the Trustee or managers designated by the Trustee shall have any authority with respect to the management of the Stations or the Station Assets for so long as this Trust Agreement is in effect. The Trustee shall have no beneficial interest in the Station Assets.

- (ii) The Trustee shall operate the Stations as separate, independent, ongoing, economically viable and active competitors to Entercom, and the Trustee shall ensure that the management of the Stations is kept separate and apart from, and not influenced by, Entercom. The Trustee shall use reasonable efforts to maintain and increase sales of advertising time and to maintain promotional advertising, sales, marketing and merchandising support of the Stations at levels equal to or greater than those existing during the period prior to Closing.
 - (iii) The Trustee shall conduct the operations of the Stations in accordance with the Trust's obligations as an FCC licensee. The Trustee shall provide Entercom or its designee with budgets for the Stations, which shall be prepared in a manner and within such time periods as are consistent with Entercom's practice for its stations held in the Metros and elsewhere. Within fifteen (15) days of the end of each calendar month the Trustee shall provide to Entercom or its designee monthly financial reports consisting of unaudited balance sheets of the Stations and related statements of operations and cash flows for the month and the three-month period then ended and any other financial information reasonably requested by Entercom so that Entercom can meet its financial reporting requirements to its accountants, lenders, the Securities and Exchange Commission and any other authorities of competent jurisdiction.
 - (iv) Any employee hired by the Trustee who is not employed at the Stations as of the Closing Date shall not be a shareholder, member, partner, director, officer, or employee of Entercom or any of its affiliates, and may not have any business and familial relationship (as defined the Communications Laws) with Entercom or with any member, shareholder, partner, director, officer, or employee of Entercom or its affiliates.
 - (v) The Trustee shall cause any employee hired by the Trust to execute and deliver to the Trustee an agreement, in form and substance acceptable to the Trustee, pursuant to which such employee agrees to comply with the Communications Laws, including without limitation all rules and policies governing communications regarding the Stations' operations among such employee and Entercom or its members, shareholders, partners, officers, directors, employees, and affiliates.
- (b) After the Closing, the Trustee will be entitled to hire those individuals employed exclusively by the Stations (the "Station Employees") on the same terms and conditions as such employees were employed by Entercom. The Station Employees shall not include any employees who are to be employed by the programmer under a local marketing agreement entered into in connection with an Existing Sale Contract. To the extent Entercom provides the Station Employees with group medical, group insurance and/or pension plan benefits on or after the Closing Date through plans maintained by Entercom for its employees, the Trustee shall, within such reasonable time as deemed necessary or appropriate by Entercom, provide to Entercom or its designee such reports,

data or other information as Entercom or its designee shall require for purposes of administering such plans or satisfying any reporting or other requirements as may be required by law or any governmental agency. In no event shall the Trustee or The Entercom Divestiture Trust be responsible for any liabilities or obligations relating to or arising under any of Entercom's (or any affiliate thereof) employee benefit plans, programs or arrangements, whether such liabilities or obligations arise, or relate to a period, prior or subsequent to the Closing Date of this Trust Agreement, except for liabilities or obligations caused by the Trustee's gross negligence, malfeasance or breach of this Trust Agreement. All liabilities or obligations that relate to or arise under any of such employee benefit plans, programs or arrangements, except for liabilities or obligations caused by Trustee's gross negligence, malfeasance, or material breach of this Trust Agreement, shall remain the sole and complete responsibility of Entercom (or any parent or other affiliate thereof), as applicable, and shall be subject to the indemnification provided herein or in Section 6(d). The Trustee shall terminate the employment of the Station Employees upon the termination of this Trust Agreement; provided, that Entercom shall indemnify the Trustee for any and all expenses and other liabilities incurred thereby, including severance payments, COBRA obligations, and accrued vacations.

- (c) The Trustee shall not offer employment to or hire any of the employees of Entercom whose employment relates in whole or in part to the business and operations of other stations owned and operated by Entercom or its affiliates in the Metros (the "Cluster Employees"). To the extent that any Cluster Employees provide services that are reasonably necessary for the conduct of the business and operation of the Stations as of the date of this Trust Agreement (such services, the "Shared Employee Services"), then Entercom shall make such Shared Employee Services available to the Trustee in conjunction with the Trustee's operation of the Stations during the term of this Trust Agreement. With respect to those Cluster Employees who perform Shared Employee Services, (i) when performing services for the Stations, such employees shall report to and be supervised solely by the Trustee, (ii) when performing services for other radio stations owned by Entercom or its affiliates, such employees shall report to and be supervised solely by Entercom or such affiliate, and (iii) such employees shall be given instructions by the parties to conduct themselves accordingly. Nothing herein creates an employment relationship between the Trustee and any employees of Entercom or any affiliate thereof.
- (d) Except as expressly provided in this Trust Agreement, the Trustee shall not, in its capacity as trustee of The Entercom Divestiture Trust, (i) incur any debt or guaranty obligation in favor of any other person; (ii) engage in any business other than as necessary in the Trustee's reasonable opinion to meet its fiduciary duties with respect to the operation of the Stations; or (iii) enter into any agreement to do so, or enter into any merger, consolidation, or similar transaction or engage in any reclassification or similar transaction.
- (e) The Trustee shall have exclusive control over the operation and management of the Stations, shall conduct the operations of the Stations in the ordinary course of business consistent with past operations of the Stations, and, to the extent possible, shall maintain the status quo of such operations as currently conducted with a view to maximizing the value to be received by Entercom consistent with the Trustee's duties as an FCC licensee and as a fiduciary of Entercom. Without limiting the generality of the foregoing, during

the term of this Trust Agreement, except as contemplated by this Trust Agreement, the Trustee shall not:

- (i) fail to use all commercially reasonable efforts to preserve intact the present business organization of the Stations and the Stations' relationships with its customers, suppliers and others having business dealings with it;
 - (ii) fail to use commercially reasonable efforts to maintain the Station Assets in their current condition, except for ordinary wear and tear;
 - (iii) except for amendments of employment agreements in the ordinary course of business consistent with past practices of the Stations, materially amend any material contract or default in any material respect (or take or omit to take any action that, with or without the giving of notice or passage of time, would constitute a material default) under any material contract or, except in the ordinary course of business consistent with past practices of the Stations, enter into any new material contract;
 - (iv) sell (whether by restructuring, consolidation, or the sale of an equity interest or assets), lease, or dispose of the Station Assets except pursuant to a Sale Agreement or an Existing Sale Contract;
 - (v) allow the imposition of any security interest, mortgage, easement, right of way, covenant, restriction, right of first refusal, or other encumbrance of any kind or nature on the Station Assets;
 - (vi) enter into, or enter into negotiations or discussions with any person other than a purchaser under a Sale Agreement with respect to, any local marketing agreement, time brokerage agreement, joint sales agreement, or any other similar agreement;
 - (vii) fail to use commercially reasonable efforts to maintain the ability of the Stations to operate at maximum power and full coverage at all times;
 - (viii) agree to or make any commitment, orally or in writing, to do any of the foregoing or to take any actions prohibited by this Trust Agreement; nor
 - (ix) Change the format of any of the Stations.
- (f) The Trustee shall have any and all such further powers and shall take such further actions (including, but not limited to, taking legal action) as may be necessary to fulfill the Trustee's obligations under this Trust Agreement.
- (g) The Trustee shall be free from liability in acting upon any paper, document or signature reasonably believed by the Trustee to be genuine and to have been signed by the proper party. The Trustee shall not be liable for any error of judgment in any act done or omitted, nor for any mistake of fact or law, nor for anything else that the Trustee may do or refrain from doing in good faith. The Trustee may consult with legal counsel of its own choosing, and, without limiting the generality of the prior sentence, the Trustee shall not be liable for any action taken (or omitted to be taken) in good faith by the Trustee and in accordance with such advice of the Trustee's counsel. The Trustee shall not be liable for any indebtedness or other liability or obligation of the Trust.

6. Financial Matters.
- (a) In consideration of its services hereunder, the Trustee shall be entitled to the compensation set forth in the Engagement and Assignment Agreement between Entercom and the Trustee.
 - (b) To the extent that the Stations generate cash accumulations in excess of the Stations' actual and projected expenses as determined by the Trustee in its sole discretion ("Excess Cash Flow"), such Excess Cash Flow shall be remitted to Entercom from time to time as the Trustee shall determine.
 - (c) To the extent that the Trustee determines in its sole discretion that the operation of the Station, consistent with past practice, or that payment of charges and other expenses under this Trust Agreement, requires funds in excess of the actual or expected cash flow of the Stations (as diminished by any prior remittances of Excess Cash Flow pursuant to Section 6(b)), Entercom shall provide to the Trustee a line of credit in an amount reasonably sufficient to cover all such expenses, which line of credit shall be repayable only from Excess Cash Flow. Entercom shall not communicate directly or indirectly with the Trustee about, or participate with the Trustee in making, any decision to draw on the line of credit or as to when or how the funds will be used. The Trustee may draw on the line of credit by making a written draft for a specific amount of funds or may make a request for checks to cover expenses incurred with respect to the operation of the Stations. Entercom shall, within ten (10) business days of receipt of such draft or request, provide such funds or checks to the Trustee in the amounts requested.
 - (d) Entercom shall reimburse and indemnify the Trustee against all claims, costs of defense of claims (including reasonable attorneys' fees) and disbursements and taxes related to The Entercom Divestiture Trust, the operation of the Stations, or the Station Assets, and all expenses and liabilities incurred by the Trustee, in connection with the performance of its duties and the enforcement of its rights under this Trust Agreement, except those incurred as a result of the Trustee's gross negligence, intentional wrongful action, willful misconduct, or breach of this Trust Agreement. The Trustee shall give prompt written notice to Entercom of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the Trustee, but a failure to give or a delay in giving such notice shall not affect Trustee's right to indemnification and Entercom's obligation to indemnify as set forth in this Trust Agreement, except to the extent Entercom's ability to remedy, contest, defend or settle with respect to such claim is thereby prejudiced. Entercom shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to any such claim. The Trustee shall not settle or compromise any such claim or consent to entry of any judgment without Entercom's written consent. Payments to the Trustee pursuant to this Section 6(d) shall be made within thirty (30) days of receipt of an invoice or bill from the Trustee together with appropriate supporting documentation. The obligations of Entercom to the Trustee under this Section 6(d) shall survive the resignation of the Trustee or the death or incapacity of the Trustee's sole member and the termination of this Trust Agreement.
 - (e) Prior to the Closing Date, Entercom shall obtain policies of insurance, or procure the amendment of or riders to existing policies of insurance, to provide insurance coverage related to the Station Assets under the umbrella policies currently held by Entercom. All such policies shall name the Trustee as an additional insured and shall not be cancelled or

amended without thirty (30) days prior written notice to the Trustee. The Trustee is hereby authorized to make payment of all premiums, and pay all deductibles and excesses, related such policies of insurance in the same manner as any other expense in the ordinary course of business of the Station.

7. **Limitations on Entercom.** Entercom shall not take any action to jeopardize the Trustee's sale of the Station Assets but shall use commercially reasonable efforts to assist the Trustee in accomplishing the required sales, including its full cooperation in obtaining all regulatory approvals. The Trustee and Entercom shall permit prospective purchasers of the Station Assets to have access to personnel of the Stations, to make such inspection of the Stations' physical facilities as may be reasonable, and to inspect any and all financial, operational and other documents and information as may be customary and relevant to the sales of the Station Assets. To facilitate the sales of the Station Assets, the Trustee may request in writing from Entercom such reasonable and customary representations and warranties, consents, information, covenants and indemnities (which may be directly provided by Entercom to a buyer, as negotiated and determined by the Trustee) regarding such sales, and such requests shall not be unreasonably denied.

8. **Trustee Responsibilities.**

- (a) The Trustee shall devote such time to the operation of the Stations and The Entercom Divestiture Trust as is necessary, appropriate, or advisable in the fulfilment of its obligations and the exercise of its fiduciary duties hereunder.
- (b) The Trustee is expressly authorized to incur and pay from the Station Assets held in trust all reasonable expenses, disbursements, and advances incurred or made by the Trustee in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel), which the Trustee in good faith deems necessary, proper, or advisable in the performance of its duties under this Trust Agreement.
- (c) The Trustee shall be entitled to rely in good faith upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Trustee may act in reliance upon any instrument or signature it believes in good faith to be genuine, and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. The Trustee may act pursuant to the advice of counsel with respect to any matter relating to this Trust Agreement and shall not be liable for any action taken or omitted in good faith in accordance with such advice. The Trustee's counsel and advisors shall be independent of Entercom.
- (d) Neither the Trustee nor any successor trustee designated pursuant to Section 9 shall be a cognizable stockholder, member, partner, officer, employee, or director, of Entercom or its affiliates, and may not have any business or familial relationship (as defined by the Communications Laws) with any officer, employee, director, member, cognizable stockholder, partner or affiliate of Entercom. The Trustee shall not serve as an officer, employee, or director of Entercom, any of its affiliates, or their successor companies.

9. **Replacement of Trustee.**

- (a) The rights and duties of the Trustee hereunder shall terminate upon the Trustee's dissolution or insolvency or upon the death or incapacity of its sole member, and no

interest in a Sale Agreement or the Station Assets directly or indirectly held by the Trustee nor any of the rights and duties of its sole member may be transferred by will, devise, succession or in any manner except as provided in this Trust Agreement. Notwithstanding the foregoing, the heirs, administrators, executors or other representatives of the sole member of the Trustee who has become incapacitated, deceased or insolvent shall have the obligation to assign the Trustee's rights and obligations under a Sale Agreement or any Existing Sale Contract to one or more successor trustees designated by Entercom pursuant to this Section 9.

- (b) The Trustee may resign by giving not less than sixty (60) days prior written notice of resignation to Entercom; provided, that no such resignation shall become effective unless and until a successor trustee has been appointed, such appointment has received all necessary approval from the FCC, and any order granting such approval has become a "final order" with respect to which no action, request for stay, petition for hearing or reconsideration, or appeal has expired. Entercom shall cooperate fully in the prompt appointment of a successor trustee and shall not unreasonably interfere with or delay the effectiveness of such resignation.
 - (c) In the event of the Trustee's resignation or upon the death or incapacity of its sole member, the Trustee shall be succeeded, subject to all necessary approval from the FCC, by a successor trustee chosen by Entercom. Any successor trustee shall succeed to all of the rights and obligations of the Trustee replaced hereunder and shall be deemed the Trustee for purposes of this Trust Agreement upon execution by such successor Trustee of a counterpart of this Trust Agreement (with such modifications as are necessary to effect such succession).
10. Termination and Distribution of Proceeds from Sale of Station Assets.
- (a) This Trust Agreement and The Entercom Divestiture Trust created hereby shall terminate automatically, and be of no further force and effect, upon the consummation of the sale(s) of the Station Assets to a third party and/or assignment of the Station Assets to Entercom or an affiliate thereof, in each case as contemplated by this Trust Agreement.
 - (b) Upon such termination resulting from the consummation of a sale of the Station Assets, the Trustee shall receive the cash paid/received in respect of such Station Assets, and, after paying (or reserving for payment thereof) any reasonable expenses or liabilities incurred pursuant to this Trust Agreement, shall promptly remit or cause the remittance of such cash and distribution of any remaining Station Assets (such as Accounts Receivable) to Entercom or its designee.
11. Communications.
- (a) Except as otherwise expressly provided in this Trust Agreement, during the term of this Trust Agreement, neither Entercom nor any of its officers, directors, employees, cognizable stockholders, members, partners or affiliates shall communicate with the Trustee regarding the operation or management of the Stations.
 - (b) Entercom and the Trustee may communicate with each other (i) concerning the mechanics of implementing any sale of Station Assets (but not concerning the management and operation of the Stations) and (ii) to provide reports to Entercom concerning the implementation of The Entercom Divestiture Trust.

- (c) Any communications permitted by this section shall be evidenced in writing.
- (d) All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) if transmitted by facsimile (with written confirmation of receipt), (ii) if personally delivered, upon delivery or refusal of delivery, or (iii) 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 Company: Entercom Communications Corp.
401 E. City Avenue, Suite 809
Bala Cynwyd, PA 19004
Attention: Andrew P. Sutor, IV
Senior Vice President and General Counsel
Facsimile: (610) 660-5662

With a copy to: Pillsbury Winthrop Shaw Pittman LLP
1200 17th Street, NW
Washington, DC 20036
Attention: David D. Burns
Facsimile: (202) 663-8007

If to the Trustee: TDC Communications, LLC
c/o MVP Capital, LLC
255 California Street
Suite 850
San Francisco, CA 94111
Attention: Elliot Evers
President
Facsimile: (415) 549-0515

With a copy to: Lerman Senter PLLC
2001 L Street, N.W.
Suite 400
Washington, DC 20036
Attention: Nancy A. Ory
Facsimile: (202) 293-7783

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.

12. Miscellaneous.

- (a) This Trust Agreement and any annexes, exhibits or schedules hereto and any other certificates, documents, and instruments delivered or referenced hereunder, constitute the entire agreement among the parties hereto and supersede all prior and contemporaneous agreements, or understandings with respect to the subject matter hereof. This Trust Agreement may not be amended except by an instrument in writing executed by each of the parties hereto.

- (b) This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns, and nothing in this Trust Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Trust Agreement. Except as otherwise expressly permitted herein, no party may assign its rights or obligations hereunder without the prior written consent of the other parties.
- (c) If any term or provision of this Trust Agreement is held to be invalid, illegal, or unenforceable by any court or governmental authority of competent jurisdiction, all other provisions of this Trust Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Trust Agreement to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.
- (d) The headings of the sections of this Trust Agreement are solely for convenience of reference and shall not affect the construction or interpretation of this Trust Agreement. Unless otherwise stated, references in this Trust Agreement to sections, subsections, annexes, exhibits, schedules, and other subdivisions refer to the corresponding sections, subsections, annexes, exhibits, schedules, and other subdivisions of this Trust Agreement. The words "this Trust Agreement," "herein," "hereby," "hereunder," "hereof," and words of similar import, refer to this Trust Agreement as a whole and not to any particular subdivision unless expressly so limited. The word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation." Pronouns in the masculine, feminine, or neuter genders shall be construed to state and include any other gender.
- (e) This Trust 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. THE TRUSTEE AND ENTERCOM HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS TRUST 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.
- (f) This Trust Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute a single instrument, and shall become effective when the counterparts have been signed and delivered by each of the parties hereto, it being understood that both parties need not sign the same counterpart. Facsimile or electronically-delivered signatures are sufficient to make this Trust Agreement effective.

- (g) The Entercom Divestiture Trust shall be a “grantor trust” pursuant to Sections 671 through 678 of the United States Internal Revenue Code. The parties hereto acknowledge and agree that:
 - (i) the assets held by The Entercom Divestiture Trust shall be included as assets of Entercom for federal, state and local tax purposes and accounting purposes; and
 - (ii) income and losses of The Entercom Divestiture Trust will be treated as income and losses of Entercom for federal, state and local tax purposes and accounting purposes.
- (h) The Trustee hereby represents and warrants to Entercom that it is and shall continue to be during the term of this Trust Agreement legally qualified to serve as trustee of The Entercom Divestiture Trust, which shall be the FCC licensee of the Stations and owner of the Station Assets.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement, on the date first written above.

TDC COMMUNICATIONS, LLC

By: _____
Elliot Evers
Sole Member

ENTERCOM COMMUNICATIONS CORP.

By: _____