

## LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this "*Agreement*"), made as of the 20 day of February, 2007, is among Entercom Austin, LLC, a Delaware limited liability company and Entercom Austin License, LLC, a Delaware limited liability company (collectively, "*Entercom*"), and Univision Radio Broadcasting Texas, L.P. a Texas limited partnership ("*Programmer*").

### RECITALS

A. In conjunction with the CBS Purchase Agreement, which has not yet been consummated, Entercom, as assignee of its parent company Entercom Communications Corp., is party to the CBS LMA, a true and complete copy of which is attached hereto as Exhibit A, pursuant to which Entercom has agreed to broker programming time on the Station pending the acquisition of the Station by Entercom.

B. Entercom and Programmer have entered into an Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*"), and this Agreement is the Local Marketing Agreement referred to therein. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

C. Pending consummation of the transactions provided in the CBS Purchase Agreement and the Asset Purchase Agreement, Programmer desires to acquire time on the Station for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "*FCC*").

D. Prior to Entercom's closing on the purchase of the Station (the "*CBS Term*"), this Agreement shall be an agreement to purchase time on the Station available to Entercom under the CBS LMA, but thereafter (the "*Entercom Term*"), shall be a local marketing agreement subject only to the terms of this Agreement.

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. SALE OF TIME

**1.1 Broadcast of Programming.** During the Term (as defined below), Entercom shall make available broadcast time on the Station for the broadcast of Programmer's programs (the "*Programming*") for up to 168 hours a week except for: (a) downtime occasioned by routine maintenance consistent with prior practice and upon prior notice to Programmer; provided that Entercom shall in good faith attempt to schedule or cause the scheduling of all such maintenance between the hours of 1:00 a.m. and 5:00 a.m.; (b) two hours between 5:00 a.m. and 9:00 a.m. on Sunday mornings and at other times mutually agreeable to CBS, Entercom and Programmer during which time CBS (during the CBS Term) or Entercom (during the Entercom Term) may broadcast programming designed to address the concerns, needs and interests of the Station's listeners; (c) times when Programmer's programs are not accepted or are preempted (1) by CBS

pursuant to CBS' rights under the CBS LMA during the CBS Term, or by (2) Entercom pursuant to Entercom's rights under this Agreement during the Entercom Term; and (d) times when the Station is not broadcasting because of Force Majeure Events (as defined below). Programmer shall deliver the Programming to Entercom via a broadcast-ready signal.

**1.2 Advertising and Programming Revenues.** During the broadcast time on the Station made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Station. Programmer shall retain all revenues from the broadcast or sale of all advertising time on the Station and all other sources of revenue and advertising derived from the Station, to the extent accrued during the Term of this Agreement, and all the same shall be the sole and exclusive assets of Programmer.

**1.3 Force Majeure.** Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Entercom or Programmer (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement, and neither Entercom nor Programmer, as the case may be, will be liable to the other party therefor.

**1.4 Payments.** In consideration of the rights granted under this Agreement, Programmer shall make the payments to Entercom as specifically provided in Schedule 1.5 hereto.

**1.5 Term.** The term of this Agreement (the "*Term*") shall commence at 12:01 a.m., Austin time (the "*LMA Effective Time*"), on February 26, 2007 (the "*Commencement Date*"), and shall terminate on the earliest of (a) 12:01 a.m. on the date of the consummation of the purchase of the Station pursuant to the Asset Purchase Agreement, (b) termination of the CBS LMA for any reason other than Entercom's closing on the purchase of the Station, (c) 12:01 a.m. on the date which is 60 days after the date of the termination of the Asset Purchase Agreement for any reason other than the Closing thereunder, and (d) such time as this Agreement is terminated in accordance with its terms pursuant to **Section 8**.

**1.6 Excluded Assets.** Nothing in this Agreement shall grant to Programmer the right to use any Excluded Assets, including the Station's call letters KXBT; provided that Entercom shall use its commercially reasonable efforts to cause CBS to execute, file and prosecute with the FCC such application or applications as necessary to change the call sign of the Station from KXBT to KLQB and to take all other commercially reasonable actions to effect such call sign change, such change to be effective as of the LMA Effective Time; and further provided that Programmer shall have the right to use the call sign KXBT from the LMA Effective Time until such time as the call sign change referred to above is effective.

**1.7 Operating Expenses.** Programmer shall be responsible for all costs associated with the production and delivery to the Station's transmitter site of Programmer's programming and shall also pay for all telephone calls associated with Programmer's production and listener responses, for all Programmer's fees to ASCAP, BMI and SESAC, and for any other copyright

fees attributable to its programming broadcast or its revenues generated on the Station. Entercom shall be solely responsible for payment of all direct and indirect operating costs and expenses of the Station (but not the direct and indirect operating costs and expenses of Programmer with respect to its broadcast of programming and advertising on the Station as set forth above), including but not limited to: (a) salaries, commissions, bonuses, payroll taxes, insurance, severance, vacation, sick leave, and other benefits and related costs of the personnel employed by Entercom in the operation of the Station; (b) insurance costs relating to the Station's assets and operations; (c) Entercom's own telephone, delivery and postal service; (d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Entercom's assets or Entercom's own programming efforts on the Station; (e) Entercom's lease payments (including, but not limited to payments under the Transmitter Site lease), Entercom's note payments, debt and similar payments for borrowed money, Entercom's power and other utility bills, and security and maintenance costs for the Station's studio and Transmitter Site facilities; (f) all of Entercom's equipment maintenance, repair and replacement costs and expenses; (g) all performing rights and licensing fees for music and other material contained in Entercom's programming; (h) all FCC and other governmental fees of Entercom, and all other costs and expenses incurred in connection with the Station's compliance with FCC rules and regulations; and (i) all costs, fees or payments due under the CBS LMA. Entercom shall make all necessary payments in a timely fashion from its own accounts. Programmer shall not be responsible for any expense or liability of Entercom or CBS related to this Agreement or the CBS LMA unless specifically stated in this Agreement.

**1.8 Station Contracts.** Programmer shall have no obligation to assume any of CBS' or Entercom's contracts nor air any programming or advertising (including without limitation trade and barter agreements), unless specifically assumed by Programmer in writing. Entercom shall remain liable for all costs, expenses, termination fees or penalties for all contracts and agreements not specifically assumed by Programmer.

## **2. OBLIGATIONS AND RIGHTS OF LICENSEE**

Programmer acknowledges and agrees that, during the CBS Term, CBS, and during the Entercom Term, Entercom, will be responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Entercom and Programmer agree, and Programmer acknowledges, as follows (references in this Agreement to the "Licensee" shall be deemed to mean CBS during the CBS Term, and Entercom during the Entercom Term):

**2.1 Right to Reject Programming.** The Licensee has the right to reject any Programming, including advertising announcements or other material, which the Licensee in its reasonable discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "*Communications Act*"), or the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). The Licensee reserves the right to refuse to broadcast any Programming containing any matter that the Licensee in its reasonable discretion believe is, or is reasonably likely to be, determined by the

FCC or any court or other regulatory body with authority over the Licensee or the Station to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. In the event the Licensee suspends, cancels or refuses to broadcast any portion of the Programming pursuant to this **Section 2.1**, there shall be no reduction or offset in the payments due Entercom under this Agreement.

**2.2 Right to Preempt Programming for Special Events and Public Interest Programming.** The Licensee has the right to preempt Programming in order to broadcast a program deemed by the Licensee, in its reasonable discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Entercom will use commercially reasonable efforts to give Programmer reasonable advance notice of any intention to preempt the Programming. Notwithstanding anything herein to the contrary, the parties agree that any net revenues realized as a result of such interruption or preemption shall promptly be remitted to Programmer by Entercom, and further provided that Entercom shall not exercise such authority for economic benefit or for the purpose of interfering with Programmer's economic benefits to be derived from the performance of this Agreement.

**2.3 Public Service Programming.** The Licensee has the right to preempt Programming in order to broadcast public service programming at the times set forth in **Section 1.1(b)** hereof.

**2.4 Political Advertising, Public File, Etc.** The Licensee is ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern and (e) the preparation of all quarterly issues/programs lists.

**2.5 Maintenance and Repair of Transmission Facilities.** Entercom shall, or shall cause CBS to, maintain the Station's transmission equipment and facilities, including the antennas, transmitters and transmission lines, in good operating condition, and to continue to contract with local utility companies for the delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station. Entercom shall, or shall cause CBS to, undertake such repairs as are necessary to maintain full-time operation of the Station with their maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation

**2.6 Main Studio.** Entercom shall, or shall cause CBS to, maintain a main studio for the Station as required under the Communications Laws.

### **3. OBLIGATIONS AND RIGHTS OF PROGRAMMER**

Programmer shall not take any action, or omit to take any action it is otherwise required to take, inconsistent with Licensee's obligations under the Communications Laws to retain

ultimate responsibility for the programming and technical operations of the Station. Without limiting the generality of the foregoing, Programmer agrees as follows:

**3.1 Compliance with Laws and Station Policies.** Programmer has advised Entercom of the nature of the Programming. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Station.

**3.2 Cooperation with Licensee.** Programmer, on behalf of Licensee, shall furnish or insert within the Programming all station identification announcements required by the Communications Laws, and shall, upon request by Licensee, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere strictly to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

**3.3 Payola and Plugola.** Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

**3.4 Handling of Communications.** Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Entercom shall promptly forward to Programmer all correspondence, payments, communications or other information

and/or documents which it or CBS receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

**3.5 Compliance with Copyright Act.** Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any Person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain or (c) cleared at the source by Programmer. Neither CBS nor Entercom shall be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

#### **4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES**

##### **4.1 Licensee's Responsibility for Employees and Expenses.**

(a) During the CBS Term, Entercom will cause CBS to, and thereafter Entercom will employ (1) a full-time management-level employee(s) for the Station (the "*General Manager*"), who shall report and be solely accountable to Licensee and shall be responsible for overseeing the operations of the Station, (2) a staff-level employee, who shall report to and assist the General Manager(s) in the performance of his or her duties, and (3) a qualified Chief Operator, as that term is defined in the Communications Laws, for the Station. The Chief Operator shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws. During the CBS Term, Entercom will cause CBS to, and thereafter Entercom shall make the services of its employees available to the Programmer to assist Programmer in its performance under this Agreement, to the extent not inconsistent with the performance of such employees' duties on behalf of Licensee, and provided that such employees shall continue to report to and be responsible to Licensee.

(b) During the CBS Term, Entercom will cause CBS to timely pay, and thereafter Entercom shall be responsible for timely paying: (i) all lease payments under the lease for the Transmitter Site, and all taxes and other costs incident thereto, including insurance costs consistent with past practices, (ii) all utility costs (telephone, electricity, etc.) relating to the Transmitter Site, (iii) all maintenance and repair costs for the transmitting equipment that are the CBS Parties' or Entercom's responsibility under **Section 2.5** or the Asset Purchase Agreement, (iv) the salaries, taxes, insurance and related costs for Licensee's personnel for the Station, (v) all FCC regulatory or filing fees, and (vi) all other costs that are the responsibility of Licensee, including those listed as the responsibility of Licensee in Section 1.7 hereof.

##### **4.2 Programmer's Responsibility for Employees and Expenses.**

(a) Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming that is delivered by Programmer for broadcast on the Station. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses as of the Commencement Date and shall not use,

operate under, or be responsible for the payment of any fees in connection with, the ASCAP, BMI or SESAC licenses held by Licensee.

(c) Programmer shall maintain at its expense and with reputable insurance companies coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance consistent with its practices for stations owned by Programmer.

5. **INTENTIONALLY DELETED.**

6. **INTENTIONALLY DELETED.**

7. **INDEMNIFICATION**

**7.1 Indemnification.** From and after the LMA Effective Time, each of Programmer and Entercom shall indemnify, defend, protect and hold harmless the other, its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) any programming provided by such party for broadcast on the Station; (b) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the Station of the programming provided by such party; (c) such party's use and/or occupancy of the Station, the Station Assets, including any and all claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; (d) any breach by such party of any representation, warranty, covenant or other agreement hereunder; (e) any action taken by such party or its employees or agents with respect to the Station, or any failure by such party or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder; or (f) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Station of the programming provided by such party. Additionally, Entercom shall so indemnify and hold harmless Programmer from and against (i) any breach by Entercom of the CBS LMA, or the voluntary termination of the CBS LMA by Entercom, and (ii) any damage, cost or expense incurred by Programmer as a result of the action or inaction of CBS or its affiliates that would have been indemnifiable by Entercom under this **Section 7.1** if such action or inaction had been taken by Entercom.

**7.2 Procedure for Indemnification.** The indemnified party shall give prompt written notice to the indemnifying party 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 indemnifying party (a "*Claim*"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within 15 days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (x) the indemnifying party pays all amounts in full and (y) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

## **8. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING**

**8.1 Termination.** In addition to the events of termination in **Section 1.5** hereof, this Agreement may be terminated by either Entercom or Programmer, by written notice to the other party if the party seeking to terminate is not then in material default or breach of its obligations hereunder, upon the occurrence of any of the following:

(a) Subject to **Section 10.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) The material breach of this Agreement by a party and failure to cure such breach within twenty (20) days after written notice thereof; or

(c) The mutual consent of both parties.

### **8.2 Effect of Termination.**

(a) If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Asset Purchase Agreement, Programmer shall be entitled to

all accounts receivable in connection with the sale of advertising during the Term and the parties shall cooperate in good faith to restore the status quo ante.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Entercom hereunder.

## **9. REQUIRED FCC CERTIFICATIONS**

**9.1 Licensee's Certification.** Pursuant to the CBS LMA, CBS has certified that they will maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel, and programming, during the CBS Term. Entercom hereby certifies that it shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel, and programming, during the Entercom Term.

**9.2 Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) and (c) of the FCC's rules and regulations.

## **10. MISCELLANEOUS**

**10.1 Amendment, Modification or Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

**10.2 No Waiver; Remedies Cumulative.** No failure or delay on the part of Entercom or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

**10.3 Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement shall be governed by the laws of the State of New York without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state or federal court located in New York, New York, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.** The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

**10.4 Change in FCC Rules or Policies; Severability.** In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

**10.5 Construction.** Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

**10.6 No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

**10.7 Entire Agreement.** This Agreement and the Asset Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

**10.8 Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld or delayed, provided that a party's rights under this Agreement may be assigned without consent in connection with a permitted assignment of such party's rights without consent under the Asset Purchase Agreement, including in connection with the Univision Sale.

**10.9 Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

**10.10 Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Programmer:

c/o Univision Radio, Inc.  
3102 Oak Lawn Ave., Suite 215  
Dallas, TX 75219  
Attention: Timothy P. Ward, CFO  
Telephone: 214-525-7723

With a copy, which shall not constitute notice, to:

Christopher G. Wood, Esq.  
Univision Communications, Inc.  
5999 Center Drive  
Los Angeles, CA 90045-0073  
Telephone: 310-348-3696  
Fax: 310-348-3679

If to Entercom:

Entercom Communications Corp.  
401 East City Avenue  
Bala Cynwyd, PA 19004-1121  
Attention: David J. Field  
Facsimile: 610-660-5661

With a copy, which shall not constitute notice, to:

Entercom Communications Corp.  
401 East City Avenue  
Bala Cynwyd, PA 19004-1121  
Attention: John C. Donlevie, Esq.  
Facsimile: 610-660-5641

and

Latham & Watkins LLP  
555 11th Street, NW  
Washington, DC 20004  
Attention: David D. Burns, Esq.  
Facsimile: 202-637-2201

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

**10.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed copies of this Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

**10.12 Consent.** Entercom does hereby jointly and severally represent and warrant to Programmer that the execution and performance by Entercom of this Agreement does not violate or breach any law, agreement or order of any court or administrative body to which Entercom is subject or bound, or require the consent of any third party other than CBS.

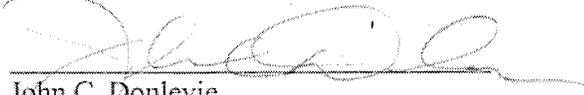
**10.13. Representations and Warranties of Entercom.** Entercom (jointly and severally) represents, warrants and covenants to Programmer that (i) Entercom is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Entercom, subject to limitations on enforcement under bankruptcy, insolvency or similar laws with respect to creditors' rights generally, and to general principles of equity, (ii) Entercom shall be responsible for the Station's compliance with all applicable provisions of the Act and the rules, regulations and policies of the FCC and all other applicable laws and for all costs and expenses in connection therewith; and (iii) Entercom has obtained CBS' written consent authorizing Entercom's execution and performance under this Agreement.

**10.14. Representations and Warranties of Programmer.** Programmer represents, warrants and covenants to Entercom that (i) Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer, subject to limitations on enforcement under bankruptcy, insolvency or similar laws with respect to creditors' rights generally, and to general principles of equity, and (ii) the execution and performance by Programmer of this Agreement does not violate or breach any law, agreement, or order of any court of administrative body to which Programmer is subject or bound, or require the consent of any third party.

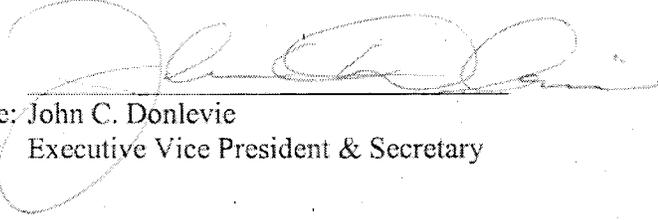
[Signature page follows]

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

ENTERCOM AUSTIN, LLC

By:   
Name: John C. Donlevie  
Title: Executive Vice President & Secretary

ENTERCOM AUSTIN LICENSE, LLC

By:   
Name: John C. Donlevie  
Title: Executive Vice President & Secretary

UNIVISION RADIO BROADCASTING TEXAS, L.P.

By: Univision Radio GP, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: Timothy P. Ward  
Title: Senior Vice President &  
Chief Financial Officer

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

ENTERCOM AUSTIN, LLC

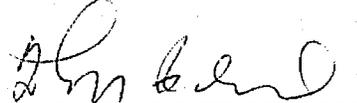
By: \_\_\_\_\_  
Name: John C. Donlevie  
Title: Executive Vice President & Secretary

ENTERCOM AUSTIN LICENSE, LLC

By: \_\_\_\_\_  
Name: John C. Donlevie  
Title: Executive Vice President & Secretary

UNIVISION RADIO BROADCASTING TEXAS, L.P.

By: Univision Radio GP, Inc.  
Its: General Partner

By:  \_\_\_\_\_  
Name: Timothy P. Ward  
Title: Senior Vice President &  
Chief Financial Officer

**SCHEDULE 3.1**  
**PROGRAM STANDARDS**

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. Political Programming and Procedures. At least 90 days before the start of any primary or general election campaign, Programmer will clear with Licensee's General Manager(s) the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station's policies. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee's General Manager(s) of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. Required Announcements. Programmer shall broadcast, on the Station, an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by the Rules or the Station's policy.

3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act and by the Rules.

4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.

5. Indecency, Hoaxes. No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.

6. Controversial Issues. Any broadcast over the Station concerning controversial issues of public importance shall comply with the Rules.

7. Credit Terms Advertising. Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.