

ENGAGEMENT AND ASSIGNMENT AGREEMENT

This ENGAGEMENT AND ASSIGNMENT AGREEMENT (this "Engagement Agreement") is entered into as of April 15, 2008 by and among Entercom Rochester, LLC and Entercom Rochester License, LLC (collectively, "Entercom") and David Pearlman (the "Designated Trustee").

RECITALS

Entercom holds the Federal Communications Commission ("FCC") authorizations and other assets used in the operation of commercial radio stations WRMM-FM, Rochester, New York; WZNE(FM), Brighton, New York; and WFKL(FM), Fairport, New York (collectively, the "Stations"). The FCC Memorandum and Order, as amended (the "MO&O") granting consent to Entercom's acquisition of the FCC authorizations for the Stations requires that Entercom file an assignment application, by April 15, 2008, seeking FCC consent to the assignment of the FCC licenses for at least two of its FM radio stations in the Rochester, New York market to a divestiture trust.

In order to comply with the MO&O, Entercom desires to enter into this Engagement Agreement, pursuant to which Entercom shall assign the FCC authorizations, and other assets used in the operation of the Stations to the Designated Trustee pursuant to a trust agreement. Under the trust agreement the Designated Trustee shall be required to sell the Stations to a third party.

Accordingly, the parties agree as follows:

AGREEMENT

1. The Designated Trustee agrees to serve as the trustee of the Rochester Trust pursuant to a trust agreement, substantially in the form appended hereto as Attachment A (the "Trust Agreement").
2. The Designated Trustee and Entercom will prepare and file with the FCC the assignor's and assignee's portions respectively of an assignment application on FCC Form 314 (the "Application"), seeking FCC consent to assign the licenses and other assets of the Stations to the Designated Trustee pursuant to the Trust Agreement. Entercom intends to cause such application to be filed with the FCC no later than April 15, 2008. The Designated Trustee shall not be in breach hereof in the event such filing is delayed for reasons attributable to Entercom.
3. Following FCC approval of the assignment of licenses contemplated by the Application, but not earlier than May 30, 2008 unless an earlier date is established by Entercom upon at least 5 days notice to Designated Trustee, and provided that Entercom has not terminated this Engagement Agreement pursuant to Section 7, Entercom and the Designated Trustee will execute the Trust Agreement, Entercom will transfer the Station Assets of the Stations as defined in the Trust Agreement, including the FCC licenses, to the Designated Trustee, as trustee under the Trust Agreement, and the Designated Trustee, as trustee and on behalf of the Rochester Trust, will acquire and assume the rights, titles and interests and obligations of Entercom with

respect to the Station Assets, including the FCC licenses, as provided in the Trust Agreement. In the event that Entercom has entered into an agreement to sell the Stations to a third party prior to the consummation of the transfer of the Stations to the Designated Trustee under the Trust Agreement, the Designated Trustee agrees to accept the transfer of the Station Assets subject to such agreement to sell and to perform Entercom's obligations to sell thereunder, subject to the terms and conditions of the Trust Agreement.

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

5. In consideration for the services performed in connection with the signing of this Engagement Agreement and the preparation and filing of the Application, Entercom shall pay the Designated Trustee a sum equal to \$_____ to be paid within one business day of the signing of this Engagement Agreement. In addition, separate and apart from any reimbursement obligation under the Trust Agreement, Entercom shall reimburse the Designated Trustee for all reasonable charges and other expenses (including fees, expenses and disbursements of the Designated Trustee's legal counsel, not to exceed _____ without Entercom's prior consent, which will not be unreasonably withheld), which the Designated Trustee reasonably deems necessary and proper to incur in the performance of his duties and obligations hereunder. In addition, the Designated Trustee shall be eligible to receive a monetary bonus from Entercom on terms to be agreed upon between the Designated Trustee and Entercom.

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

7. This Engagement Agreement, other than Entercom's obligations under Section 5 hereof, may be terminated by Entercom at any time prior to the consummation of the transfer of the Stations to the Designated Trustee pursuant to Section 3.


8. The Designated Trustee agrees to keep all financial and other non-public information about the Stations 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 Stations to the Trust or to implement the terms of the Trust (and in such case subject to the terms of a customary confidentiality agreement) or as required by law.

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


[SIGNATURE PAGE FOLLOWS]

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

ENTERCOM ROCHESTER, LLC.


Name: JOHN C. DONLEVIE
Title: EXECUTIVE VICE PRESIDENT

ENTERCOM ROCHESTER LICENSE, LLC.


Name: JOHN C. DONLEVIE
Title: EXECUTIVE VICE PRESIDENT

DESIGNATED TRUSTEE

David Pearlman

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

ENTERCOM ROCHESTER, LLC.

Name:

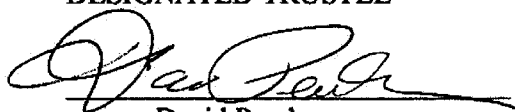
Title:

ENTERCOM ROCHESTER LICENSE, LLC.

Name:

Title:

DESIGNATED TRUSTEE



David Pearlman

TRUST AGREEMENT

This TRUST AGREEMENT (this "Trust Agreement") is entered into as of _____, 2008 by and among Entercom Rochester, LLC and Entercom Rochester License, LLC (collectively, "Entercom") and David Pearlman (the "Trustee"). References in this Trust Agreement to the Trustee shall mean the Trustee in his representative capacity as trustee of the Rochester Trust and not in his individual capacity (except as otherwise specifically provided herein).

RECITALS

Entercom holds the Federal Communications Commission ("FCC") authorizations and other assets used in the operation of commercial radio stations WRMM-FM, Rochester, New York; WZNE(FM), Brighton, New York; and WFKL(FM), Fairport, New York (collectively, the "Stations"). The FCC Memorandum Opinion and Order (the "MO&O") granting consent to Entercom's acquisition of the FCC authorizations for the Stations requires that Entercom divest at least two of its FM radio stations in the Rochester, New York market by May 30, 2008.

In order to comply with the MO&O, Entercom has entered into an Engagement and Assignment Agreement with the Trustee pursuant to which Entercom and the Trustee have agreed to enter into this Trust Agreement, and Entercom has agreed to assign the Station Assets (defined below) to the Trustee to be held pursuant to the terms and conditions of this Trust Agreement, and the Trustee has agreed to so accept the assignment of the Station Assets.

Accordingly, the parties agree as follows:

AGREEMENT

1. Creation of the Trust. Subject to the terms and conditions hereof, a trust in respect of the Station Assets (as defined below), is hereby created and established, to be known as the "Rochester Trust," and the Trustee hereby accepts the trust created hereby and agrees to serve as trustee hereunder. The parties agree that the purpose of the Rochester Trust is to vest ownership and control of the Stations in the Trustee for the purpose of the FCC's broadcast ownership and attribution rules and that the provisions of the Trust Agreement shall be interpreted to effectuate such purpose.

2. Assets Conveyed; Assumption of Obligations.

(a) Entercom hereby transfers, assigns, delivers and conveys to the Trustee, and the Trustee hereby acquires from Entercom, all of Entercom's right, title and interest in, to and under the assets and properties set forth on Schedule 2(a) hereto (the "Station Assets").

(b) The Trustee hereby assumes and undertakes to pay, satisfy or discharge all liabilities, obligations and commitments relating to the Station Assets, including any time sales agreements, employment agreements, leases and other agreements included therein.

(c) Employees of the Stations will serve only at the direction of the Trustee; provided, however, that Entercom shall continue to provide payroll and other employee-related services as may be agreed upon by Entercom and the Trustee.

3. Irrevocability. The Rochester Trust is irrevocable by Entercom.

4. Duties and Authority of the Trustee. The Trustee shall have sole and exclusive power and authority to manage the Station Assets, subject to the terms and conditions of this Trust Agreement. Without limiting the generality of the foregoing:

(a) Pending the consummation of a Sale (as defined in Section 6), the Trustee shall operate the Stations in the ordinary course of business consistent with past operation of the Stations, but subject to any agreement for a Sale (including any time brokerage, local marketing, joint sales, or other similar agreement in connection with a Sale). To the extent possible, the Trustee shall maintain the status quo at the Stations as operating at the time of the creation of this Trust with a view to maximizing the value to be received by Entercom as the beneficiary of the Rochester Trust consistent with the Trustee's duties as FCC licensee of the Stations and as a fiduciary under this Trust Agreement.

(b) The Trustee shall comply in all material respects with all rules, regulations and policies of the FCC.

(c) The Trustee shall devote such time to the Rochester Trust as is necessary in the proper exercise of his fiduciary duties hereunder.

(d) The Trustee is expressly authorized to incur and pay all reasonable charges and other expenses which the Trustee deems necessary and proper in the performance of his duties under this Trust Agreement, including fees and charges for legal counsel of his choosing.

(e) The Trustee and any successor Trustee designated pursuant to Section 7 shall not be a 1% or greater shareholder, officer, employee or director of Entercom Communications Corp. or any of its affiliates, and shall not have any business or familial relationship (as defined in the FCC Policy Statement in MM Docket No. 85-218, FCC 86-67 (March 17, 1986)) with any other officer, employee, director or 1% or greater shareholder of Entercom Communications Corp. or any of its affiliates.

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

(g) Except as expressly provided in this Trust Agreement, the Trustee shall not, in his capacity as Trustee and not with respect to his individual capacity: (i) incur

any debt or guaranty obligation in favor of any other person on behalf of the Trust or with respect to the Station Assets; (ii) engage in any business other than as is necessary in the Trustee's reasonable opinion to meet his fiduciary duties with respect to management of the Stations; (iii) sell or otherwise transfer, assign or encumber any Station Asset; (iv) enter into any merger, consolidation, or similar transaction or engage in any reclassification or similar transaction; or (v) enter into any agreement to do any of the foregoing.

(h) The Trustee shall have any and all such further powers and shall take any and all such further actions (including, but not limited to, taking legal action) as he may, in his sole discretion, deem necessary, proper or prudent to fulfill the Trustee's obligations under this Trust Agreement.

(i) The Trustee shall provide Entercom or its designee with financial reports in form and substance and for such time frames as are consistent with the practices established by Entercom for the Stations, together with such other financial information as may be reasonably requested by Entercom in order to meet its financial reporting requirements to its accountants, lenders, the SEC and any other authorities of competent jurisdiction. The Trustee shall also provide Entercom or its designee with monthly budgets and estimates (which shall be prepared in a manner and within such time frames as are consistent with the practice established by Entercom for the Stations). Entercom shall not use or attempt to use these financial materials to limit or restrict the Trustee's discretion to operate the Stations in the manner described in this Section 4.

(j) The Trustee shall be free from liability in acting upon any paper, document or signature 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 which the Trustee may do or refrain from doing in good faith. The Trustee may consult with legal counsel of his own choosing, and 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.

5. Distributions of Excess Cash Flow; Reimbursement of Expenses; Indemnification.

(a) To the extent that the Rochester Trust generates cash accumulations in excess of the Stations' actual and projected expenses as determined by the Trustee in his sole discretion ("Excess Cash Flow"), such Excess Cash Flow shall first be applied to repay any Advances due to Entercom as provided for in Section 5(b) of this Trust Agreement, and thereafter shall be remitted to Entercom from time to time as the Trustee shall determine.

(b) To the extent that the Trustee reasonably determines in his discretion that either the operation of the Stations consistent with Section 4(a) or the payment of the charges and other expenses under this Trust Agreement requires funds in excess of the ordinary cash flow of the Stations (as diminished by any prior remittances of Excess Cash Flow), the Trustee may request in writing that Entercom advance to the Trustee funds in such amount as will make up the deficiency (an "Advance"). Entercom shall, within ten days of receipt of such request, provide

such Advance to the Trustee in the amount requested. Entercom shall not communicate directly or indirectly with the Trustee about, or participate with the Trustee in making, any decision to request an Advance or as to when or how the funds will be used.

(c) Entercom hereby agrees to reimburse and to indemnify the Trustee against all claims, costs of defense of claims (including reasonable attorneys' fees and disbursements and taxes related to the Rochester Trust, the Stations or the Station Assets), expenses and liabilities incurred by the Trustee in connection with the performance of his duties and the enforcement of his rights under this Trust Agreement, except those incurred as a result of the Trustee's gross negligence, intentional wrongful action or willful misconduct. 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 5(c) shall be made within 20 days of submission by the Trustee of a reasonably detailed and accurate invoice or bill together with appropriate supporting documentation. The obligations of Entercom to the Trustee under this Section 5(c) shall survive the resignation, incapacity to act, death or insolvency of the Trustee and the termination or revocation of this Trust Agreement.

6. Sale of Station Assets. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall have the authority and is hereby directed to sell the Station Assets as follows:

(a) The Trustee agrees to perform Entercom's obligations under any agreement with respect to a sale of the Station Assets to a third party (a "Sale") which agreement may be in effect as of the date of this Trust Agreement and of which Entercom has provided Trustee a copy. In this regard, the Trustee and Entercom shall take any and all steps which may be necessary to amend any pending FCC assignment or transfer application in regard to such a Sale to substitute Trustee as assignor or transferor thereunder, or file a new application if required to do so by the FCC.

(b) In the event that no such agreement with respect to a Sale is effect on the date hereof, the Trustee shall have the authority and is directed to use commercially reasonable efforts to sell the Station Assets to a third party unaffiliated with Entercom in a manner intended to maximize the value received by the Rochester Trust (a "Trustee-Initiated Sale").

(c) The Trustee is authorized to retain a media brokerage firm experienced in brokering the sale of radio stations in connection with a Sale. The Trustee is authorized to pay such firm a reasonable and customary fee for its services.

(d) The Trustee shall have the authority and is directed to take all other actions necessary or appropriate to effectuate a Sale, including execution and delivery of an appropriate

agreement (which agreement may provide for a time brokerage or local marketing agreement pending the consummation of the Sale), submission and prosecution of an application for the FCC's consent to the Sale, and notification to the United States Department of Justice and Federal Trade Commission of a proposed Sale. 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 reasonable. During the time that the Trustee is attempting to effectuate a Sale, the Trustee shall file monthly reports with Entercom (or more frequent reports, as the Trustee shall deem appropriate) describing the Trustee's efforts. Within three (3) days following execution of a binding agreement for a Sale, the Trustee shall notify and provide Entercom with details of the proposed transaction.

(e) Notwithstanding the foregoing, Entercom shall have the right, with respect to any Sale: (i) to reject a sales price below \$ _____; (ii) to require that the entire purchase price or a percentage thereof be paid at the closing of such Sale; (iii) to require that the purchaser assume all of the liabilities, obligations and commitments relating to the Stations arising and accruing after the closing of such Sale; and (iv) to establish a date by which such Sale must be consummated;

(f) Notwithstanding any provision of this Trust Agreement to the contrary, if the United States District Court for the District of Columbia in the case of *United States v. Entercom Communications Corporation and CBS Corporation*, appoints a trustee to sell the Station Assets, the Trustee shall cease all actions regarding a Sale and shall co-operate in all respects with such trustee in such trustee's efforts to sell the Station Assets.

(g) This Trust Agreement shall terminate upon the consummation of a Sale of the Station Assets associated with both of the Stations. Upon termination of this Trust Agreement the Trustee shall distribute all assets remaining in trust to Entercom, after paying (or reserving for payment thereof) any expense or liability incurred pursuant to this Trust Agreement.

7. Incapacitation, Reassignment and Replacement of Trustee.

(a) The rights and duties of the Trustee under this Trust Agreement shall terminate upon the Trustee's incapacity to act, death or insolvency. No interest in the Station Assets directly or indirectly held by the Trustee nor any of the rights and duties of an incapacitated, deceased or insolvent Trustee may be transferred by will, devise, succession or in any manner except as provided in this Trust Agreement. The heirs, administrators, executors or other representatives of an incapacitated, deceased or insolvent Trustee shall, however, have the right and duty to convey any Station Assets held by the Trustee to one or more successor Trustees designated by Entercom pursuant to Section 7(b) below.

(b) In the event of the resignation, incapacity to act, death or insolvency of the Trustee, he shall be succeeded, subject to such prior approval of the FCC as may be required, by a successor Trustee chosen by Entercom.

(c) The Trustee may resign by giving not less than 60 days' advance written notice of resignation to Entercom, provided that a successor Trustee has been appointed and such appointment has received all necessary approval from the FCC. Entercom shall cooperate fully by prompt appointment of a successor Trustee and shall not unreasonably interfere with or delay the effectiveness of such resignation.

(d) Any successor Trustee shall succeed to all of the rights and obligations of the Trustee replaced hereunder upon execution by such successor Trustee of a counterpart of this Trust Agreement.

8. Communications between Trustee and Entercom.

(a) The Trustee may communicate with and provide reports to Entercom concerning the implementation of the Rochester Trust, but not concerning the management or the use of the Station Assets except for financial reports as provided in Section 4 above. The Trustee may engage in the communications with Entercom to facilitate a Sale pursuant to Section 6.

(b) Neither Entercom Communications Corp. nor any of its officers, directors, employees, shareholders or affiliates shall communicate with the Trustee regarding the management of the Station Assets. Entercom may communicate with the Trustee pursuant to Section 6 concerning the mechanics of implementing a Sale. Existing programming contracts between the Stations and Entercom or any affiliate of Entercom for programming broadcast by the Stations may continue in force until their termination or may be renewed if renewal on the same terms is automatic upon notification. Ministerial written communications in connection with existing contracts may continue.

(c) Any communications permitted by Sections 4, 6, or 8(b) shall be evidenced in writing, and shall be retained by the Trustee for inspection upon request by the FCC.

(d) All notices and other communications given under this Trust Agreement shall be in writing and shall be given by delivery in person or by overnight courier, by first-class, registered or certified mail, postage prepaid or by facsimile and addressed to the parties as follows:

(i) If to Entercom:

Entercom Rochester, LLC
401 East City Avenue
Bala Cynwyd, PA 19004
Attention: David Field
Facsimile:

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

Entercom Rochester LLC
401 East City Avenue

Bala Cynwyd, PA 19004
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

(ii) If to the Trustee:

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

or to such other address or facsimile number as any of them by written notice to the others may from time to time designate. Each notice or other communication that is delivered, mailed or transmitted in the manner described shall be deemed sufficiently received and given for all purposes at such time as it is delivered to the addressee (with any return receipt or delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation, but in the case of a facsimile, only if a hard copy is also sent by overnight courier.

9. Trustee Compensation. The Trustee shall be entitled to receive total compensation for his services hereunder and for his services under the Rochester Trust at the rate of \$ _____ per month (for so long as the Station Assets are held in trust). Payment of the Trustee's monthly compensation shall be made by Entercom by the 20th day of the next month during the term.

10. Tax Matters. It is the intention of the parties hereto that the Rochester Trust shall be disregarded as an entity separate from Entercom for federal income tax purposes, and that all of its assets shall be treated for tax purposes as directly owned by Entercom and any successor thereto by merger or otherwise. The parties hereto agree that all relevant federal income tax reporting shall be consistent with the foregoing.

11. Miscellaneous.

(a) This Trust Agreement, together with the Engagement and Assignment Agreement, dated April 15, 2008 between Entercom and the Trustee constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or other written agreements, commitments or understandings with respect to the matters provided for herein. This Trust Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by each of the parties hereto. Substantial changes in this Trust Agreement may be made only as required or approved by the FCC. A copy of any insubstantial change in this Trust Agreement shall be filed by the Trustee with the FCC within ten days following the execution thereof, with copies to the appropriate divisions and bureaus of the FCC.

(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. Subject to Section 7 hereof, this Trust Agreement shall not be assignable by the Trustee, provided, however, that Entercom may freely assign its rights and obligations hereunder without Trustee's prior written consent to any person or entity that owns or controls, is owned or controlled by, or is under common control with, Entercom. Nothing herein express or implied or intended shall be construed to confer upon or give to any other person or entity other than the parties hereto or their permitted successors or assigns, any rights or remedies under or by reason of this Trust Agreement.

(c) If any part of any provision of this Trust Agreement or any other agreement, document or writing given pursuant to or in connection with this Trust Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining part of such provision or the remaining provisions of this Trust Agreement.

(d) The headings of the sections of this Trust Agreement are inserted for convenience of reference only and do not form a part or affect the meaning hereof.

(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 New York (not including the choice of law rules thereof). The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Monroe County, New York, and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. 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 any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Trust Agreement shall be treated as between the parties as original signatures for all purposes.

(g) Nothing in this Trust Agreement shall be construed to impose any liability whatsoever on David Pearlman in his individual capacity.

[SIGNATURE PAGE FOLLOWS]

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

ENTERCOM ROCHESTER, LLC

By:_____

Name:

Title:

ENTERCOM ROCHESTER LICENSEE, LLC

By:_____

Name:

Title:

TRUSTEE

David Pearlman

SCHEDULE 2(a)
Station Assets

[To come.]