

## **Exhibit B**

### **TOWER LICENSE AGREEMENT**

THIS TOWER LICENSE AGREEMENT (the “**License**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Stephens Media Group – Rochester, LLC, a New York limited liability company (“**Licensee**”), and Entercom Rochester, LLC, a Delaware limited liability company (“**Licensor**”). Licensor and Licensee sometimes referred to individually as the “**Party**” or collectively as the “**Parties**.”

WHEREAS, Licensor owns a 142 meter antenna tower (the “**Tower**”) and equipment buildings (the “**Buildings**”) located on real property (the “**Land**”) commonly known as 1527 Five Mile Line Road, Town of Penfield, Monroe County, New York, which Licensor owns. The Tower, Buildings and Land are sometimes collectively referred to as the “**Site**;”

WHEREAS, Licensee desires to obtain from Licensor a license for location of Licensee’s Facilities (hereinafter defined) on the Tower and in the Buildings, together with rights of ingress and egress over the Land, for the operation of Licensee’s radio broadcasting service; and

WHEREAS, Licensee has examined the Site and has fully informed itself of its condition.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

#### **1. License.**

Subject to the following terms and conditions, Licensor hereby licenses to Licensee and Licensee licenses from Licensor (i) use of the Tower for the installation of the Licensee’s Facilities (hereinafter defined) at the location(s) specifically described in Exhibit A attached hereto and incorporated herein by this reference (the “**Tower Space**”), and (ii) an area designated by Licensor in the Generator Building measuring approximately 100 square feet as specifically described in Exhibit B attached hereto and incorporated herein by this reference (the “**Equipment Space**,” and together with the Tower Space the “**Licensed Premises**”).

#### **2. Use.**

2.1. The Licensed Premises may be used by Licensee for (i) the transmission and reception of radio communication signals on the frequencies specifically set forth on Exhibit A attached hereto and the (ii) installation, operation and maintenance of Licensee’s equipment (“**Licensee’s Facilities**”) specifically set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “**Permitted Use**”). All operations by Licensee on the Licensed Premises shall be lawful and in compliance with all Federal Communications Commission (“**FCC**”) requirements and will conform to established engineering practices and applicable codes recognized by professional standards in the area. Licensee, shall, at its sole expense, comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities and with any directive of any public officer or officers which shall, with

respect to the use of the Licensed Premises, impose any order or duty upon Licensor or Licensee arising solely from Licensee's use of the Licensed Premises or required by reason of a breach of any of Licensee's obligations thereunder. Licensee shall operate Licensee's Facilities in a manner that does not interfere with the operations of Licensor or any other users of the Site.

2.2. Licensor agrees to reasonably cooperate with Licensee in obtaining, at Licensee's sole expense without reimbursement from Licensor, all licenses and permits required for Licensee's use of the Licensed Premises (the "**Governmental Approvals**"); provided, however, that Licensee shall not encourage, suggest, participate in or permit the imposition of any restrictions whatsoever on Licensor's current or future use of, or ability to license space at the Site as part of, or in exchange for, obtaining any such Governmental Approvals. Licensee shall not use the Licensed Premises in any manner that will constitute waste, nuisance or unreasonable annoyance or disturbance of other licensees of the Site or any neighbors of the Site. Licensee understands and agrees that Licensor may license or lease other portions of the Site to other parties.

### 3. **Term.**

The initial term of this License shall be for ten (10) years, commencing on \_\_\_\_\_, 2008 (the "**Commencement Date**"), and terminating at \_\_\_\_\_ .m. on \_\_\_\_\_, 2018, unless sooner terminated pursuant to Section 10 ("**Initial Term**"). This License shall automatically renew for two (2) additional ten (10) year term ("**Renewal Term**") continuing under the same terms and conditions as set forth herein, unless either party gives the other written notice of termination at least one hundred eighty (180) days before the expiration of then current term of this License. The Initial Term together with the Renewal Term, in any, is referred to herein as the "**Term**."

### 4. **License Fees.**

4.1. Upon the Commencement Date, Licensee does hereby covenant and agree to pay Licensor, for the use and occupancy of the Licensed Premises the sum of \_\_\_\_\_ (the "**Fee**"), to be paid in U.S. Dollars, in advance, without notice or invoice from Licensor, on the first day of each and every month during the Term hereof. Commencing on the first anniversary of the Commencement Date and each anniversary thereafter during the Term, the Fee will be increased by an amount equal to the greater of 5% of the immediately preceding year's Fee or the increase in the CPI from the preceding year. "**CPI**" will be defined as the Consumer Price Index for all Consumers, U.S. City Average as published by the United States Department of Labor (1982-1984 = 100). All payments in this License provided for (those hereinafter stipulated as well as the Fee) shall be paid or mailed to Licensor's address specified in Section 16.

4.2. The Fee set forth herein was agreed upon by the Parties based upon the installation of Licensee's Facilities, as specifically set forth in the Exhibits attached hereto. Licensee may not (i) install any additional equipment on the Tower, including, but not limited to the expansion of Licensee's Equipment to include additional antennas, or (ii) replace equipment which would increase the windload of the Licensee's Facilities or decrease the remaining space or capacity of the Tower, unless and until the Parties mutually agree upon an appropriate

increase in the Fee. In the event of any such mutual agreement, the Parties agree to amend this License in accordance with such agreement. In no event shall this Section 4.2 be interpreted to require Licensor to consent to any such requested addition or alteration,

4.3. All payments other than the Fee which Licensee is required pay to pay Licensor in accordance with the provisions of this License shall constitute additional fees (the “**Additional Fees**”). Any reference in this License to “**License Fees**” shall mean the Fee and the Additional Fees.

4.4. If any payment to be made by Licensee to Licensor is not made on the due date thereof, then Licensee shall pay to Licensor, as Additional Fees, (i) an amount equal to the interest on such delinquent payment from the due date thereof at the rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is less, and (ii) if such payment is not received by Licensor within ten (10) days from the due date thereof, an amount equal to 10% of the then current Fee, which shall reimburse Licensor for the administrative costs incurred by Licensor as a result of such late payment.

4.5. No payment by Licensee or receipt by Licensor of less than the full amount of the Fee or any Additional Fees stipulated herein shall be deemed to be other than on account of the earliest made installment thereof nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction. Licensor may accept such check or payment without prejudice to Licensor’s right to any additional amount due hereunder or to any other remedy provided in this License.

## **5. Interference.**

5.1. Licensee agrees that Licensee’s use of the Licensed Premises will not have an adverse effect upon Licensor’s use of the Site or upon the use of the Site by other users thereof as of the date of this License and agrees to make no changes in or to Licensee’s Facilities or frequency without the prior written approval of Licensor. In the event Licensee’s Facilities cause such interference, Licensee, at its sole cost and expense, shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Licensee agrees to immediately cease operation of any activity that is creating the interference (except for short tests necessary for the elimination of the interference). In the event Licensee cannot eliminate such interference after using its best efforts to do so within twenty (20) days, Licensor reserves the right to terminate this License. If Licensee fails or refuses to cease any such interfering activity, Licensor may disconnect and/or turn off such equipment without liability or obligation to Licensee. Licensor agrees to eliminate, without cost to Licensee, any interference to Licensee’s ability to operate the Licensed Premises in accordance with the Permitted Use caused by any subsequent tenant at the Site, in a timely manner. If such interference cannot be eliminated within twenty (20) days after notice thereof, Licensee may terminate this License upon written notice to Licensor within sixty (60) days after such interference commenced.

5.2. Nothing in this Section 5 shall be deemed to provide any protection to Licensee from any form of interference in the event that Licensee is operating on any unlicensed frequency spectrum or pursuant to FCC Part 15. Licensee acknowledges and agrees that

Licensors' radio station signal(s) and all other broadcasting activities by Licensor from the Site have paramount priority with respect to any other communications signals or facilities installed on the Site, including without limitation those of Licensee.

## **6. Improvements; Installation; Alterations.**

6.1. Licensee shall have the right, at its expense without reimbursement from Licensor, and upon Licensor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, to place and maintain on the Tower Space and in the Equipment Space the Licensee's Facilities. The Licensee's Facilities placed and maintained on the Licensed Premises shall remain in the locations more particularly described on Exhibits B and C, attached hereto and incorporated herein by this reference. The Licensee's Facilities may not be relocated outside the Licensed Premises without the prior written consent of Licensor. The Licensee's Facilities shall remain the exclusive property and responsibility of Licensee.

6.2. Licensee's commencement of installation of Licensee's Facilities at the Licensed Premises shall constitute Licensee's acknowledgement that the Licensed Premises are in good condition for Licensee's intended use.

6.3. Licensee shall not make any alteration (other than substantially identical replacements) or addition to the Licensee's Facilities without the prior written consent of Licensor. Licensor may, in its sole but reasonable judgment, require that Licensee perform and deliver an engineering study of the Tower confirming that the Tower has sufficient structural capacity to accommodate Licensee's proposed addition or alteration. Such engineering study shall be performed at Licensee's sole cost and expense and shall be conducted by a structural engineer experienced in tower design, licensed in the State in which the Property is located, and acceptable to Licensor. Such engineering study shall be based on loads for Licensor's and other tenant's existing and planned equipment on the Tower as specified by Licensor. Any permitted additional installation or alteration work during the Term of this License shall be at Licensee's sole cost and expense, performed in a good and workmanlike manner, in accordance with all applicable building codes and uses and all applicable federal, state and local laws and regulations, including but not limited to, Federal Communications Commission regulations, and shall not adversely affect the structural integrity, maintenance or marketability of the Site or any structure on the Site. Prior to commencing any such permitted additional installation or alteration work on the Licensed Premises, Licensee must provide Licensor with, among other things, the following:

(a) Licensee's final plans and specifications for such installation or alteration work designed by a licensed structural engineer; and

(b) Evidence of builder's risk insurance naming Licensor as an additional insured and reflecting a face value of not less than one hundred percent (100%) of the full replacement cost of the Tower, said insurance to be in form and substance reasonably satisfactory to Licensor.

6.4. Licensee acknowledges and agrees that, at anytime during the Term, Licensor may elect to replace or rebuild the Tower or any part of the Tower. In such event, Licensor shall

provide Licensee with space at the Tower suitable to allow Licensee to continue to operate the Licensee's Facilities in a substantially similar manner during the construction period. Licensor shall be solely responsible for the costs associated with removing and re-installing the Licensee Facilities.

## **7. Utilities; Access**

7.1. Licensee shall be solely responsible for and promptly pay all charges for the use and consumption of water, sewer, gas, telephone and electricity and all other utility services used in the operation of Licensee's Facilities. Any installation or alteration work performed by Licensee hereunder shall comply with the provisions of Section 6.3. Licensor may require that Licensee submeter its utility services at the Site.

7.2. Licensor shall provide Licensee with means for 24-hour-a-day, 7-day-a-week access to the Licensed Premises at all times during the Term; provided, however, that only authorized engineers of Licensee or persons under Licensee's direct supervision will be permitted to have access to the Tower and the Buildings. In no event shall Licensee or anyone acting on Licensee's behalf climb the Tower without providing at least two (2) business days prior written notice to Licensor, except in the event of an emergency.

## **8. Certain Governmental Requirements**

8.1. Compliance with the FCC's Office of Engineering and Technology Bulletin No. 65 (97-01) ("**OET Bulletin 65**"). Licensee shall be responsible for compliance with OET 65 and Licensor acknowledges that Licensee may be required to take certain actions on the Site in order to comply with OET Bulletin 65.

8.2. If Licensee, or any subcontractor acting on its behalf, performs a Transaction Screen, Phase I or Phase II audit or survey ("**Environmental Audits**") at the Site, Licensee shall provide Licensor a duplicate original of such Environmental Audit within thirty (30) days of Licensee's receipt of such Environmental Audit. In the event that Licensee's environmental, subsurface, soils, wetlands, engineering or other testing or examinations shall involve any invasive or destructive techniques affecting the condition of all or any part of the Site, Licensee agrees to restore the Site promptly, at its sole expense, to substantially the same condition in which it was immediately before such testing or examinations.

8.3. Nothing in this License will be construed or interpreted to require that Licensee remediate any Environmental Hazards (hereinafter defined) located at the Site unless Licensee or Licensee's officers, employees, agents or contractors disposed of or released the Environmental Hazards on the Site. Licensee will not bring to, transport across, release or dispose of any Environmental Hazards on the Site without Licensor's prior written approval. Licensee's use of any substances constituting Environmental Hazards must comply with all applicable laws, ordinances and regulations governing such use. Licensor and Licensee acknowledge that Licensee must obtain Licensor's prior written approval with respect to the type and quantity of fuel utilized to operate emergency back-up generators and that Licensee may have battery packs for back up power units which may contain sulfuric acid. Licensee shall transport, deliver, store and use such substances in accordance with all applicable environmental

laws. Licensee shall be solely responsible for reporting its use and storage of Environmental Hazards under federal, state and local law and shall indemnify Licensor for failure to make such reports. To the extent that Licensee uses any batteries containing sulfuric acid at the Site, Licensee shall provide Licensor with the number of batteries, battery model numbers, battery manufacturer, and the number of cells in each battery and the amount of sulfuric acid (in lbs.) contained within such batteries. The term “**Environmental Hazards**” means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term “**hazardous substances**” shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and any regulations promulgated pursuant thereto. The term “**pollutants**” shall be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. Additionally, included in the definition of “**Environmental Hazards**” shall be anything defined as a hazardous substance, hazardous material or hazardous waste under the applicable state or local law of the jurisdiction in which the Site is located. Nothing in this License will be construed or interpreted to require that Licensor remediate any Environmental Hazards located at the Site, unless required by law. This Section shall survive termination of this License.

#### **9. Removal of Facilities.**

Within thirty (30) days following Termination or the expiration of this License, Licensee shall remove the Licensee’s Facilities and restore the Licensed Premises to its original condition, reasonable wear and tear excepted.

#### **10. Termination.**

10.1. This License may be terminated as follows (collectively or individually, a “**Termination**”): (i) by either Party upon a material default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days after receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions hereof); (ii) by Licensee, upon thirty (30) days prior written notice to Licensor, if Licensee is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the operation of the Licensee’s Facilities or Licensee’s use of the Licensed Premises due to no act or omission on the part of Licensee; (iii) in accordance with Sections 5.1, 13.2 and/or 14.1; or (iv) by Licensor, if Licensee fails to pay the Fee or any Additional Fee herein provided for at the time and in the manner set forth above and such failure shall continue for a period of five (5) business days after receipt by Licensee of notice from Licensor specifying such failure.

10.2. In the event of a Termination of this License upon Licensee’s material default pursuant to Section 10.1, Licensor, at its option (without limiting any other rights available to Licensor pursuant to any other provisions herein), shall have the right to immediately and summarily take possession of the Licensed Premises and to eject and dispossess Licensee from the use, possession and occupancy of the same, at Licensee’s sole cost and expense, including, without limitation, the costs of removal, restoration, and storage. All property belonging to Licensee removed as aforesaid may be stored in any public warehouse at the cost of and for the account of Licensee. If any such property so stored is not claimed within thirty (30) days after

possession thereof is taken by Licensor, Licensee shall be deemed to have abandoned said property to Licensor.

**11. Taxes.**

Licensee shall pay when due any personal property taxes assessed on, or any portion of such taxes attributable to, the Licensee's Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Site. Licensee shall, however, promptly pay to Licensor, as an Additional Fee, any increase in real property taxes or any other tax levied against the Site which is directly attributable to Licensee's use of the Site or the addition of the Licensee's Facilities to the Site. Upon written request from Licensee, Licensor agrees to furnish to Licensee reasonable proof of such increase. Notwithstanding the foregoing, Licensee shall not be responsible for any taxes, income or revenue due by Licensor as a result of the Fees received by Licensor pursuant to this License.

**12. Insurance.**

During the entire Term, the Licensee shall, at the Licensee's sole cost and expense, but for the mutual benefit of Licensor and Licensee, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Site. The limitation of liability of such insurance shall be not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage, combined single limits for each occurrence. Such insurance policy shall name Licensor as an additional insured, and evidence of the policy of insurance in the form of a certificate of insurance shall be delivered to the Licensor. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after thirty (30) days written notice thereof to Licensor. Licensee shall not use, suffer or permit any other firm or person to use the Site for any hazardous purpose or in any manner that will violate, suspend, void, or make inoperative any policies of insurance of any kind at any time carried upon the Site.

**13. Damage.**

13.1. If any part of the Licensed Premises shall be rendered unusable for the Permitted Use by reason of damage by fire or other casualty, the Fee shall abate for such period in the proportion which the area so rendered untenable bears to the total area of the Licensed Premises unless Licensor provides a comparable temporary location.

13.2. Licensor may, at its option, restore and reconstruct the Tower, any buildings and any other improvements damaged by such casualty. If the Licensed Premises cannot be fully repaired within ninety (90) days from the date the damage occurred, then, Licensor or Licensee, at their option, may give to the other Party thirty (30) days notice of Termination of this License. If Licensor elects not to restore and reconstruct the Tower, any buildings and any other improvement damaged by such casualty, this License shall terminate upon thirty (30) days written notice to Licensee.

**14. Condemnation.**

14.1. If during the term of this License all or any portion of the Licensed Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation, this License shall terminate and the Fee shall be abated during the unexpired portion of this License, effective as of the date of the notice of the taking of said Site by the condemning authority.

14.2. Notwithstanding the provisions of Section 14.1, if the Licensed Premises is not completely taken for any public or quasi-public use as mentioned above, Licensee shall have the right and option to continue this License by giving Licensor written notice of continuation within thirty (30) days of such notice of taking. The Fee payable hereunder during the unexpired portion of this License shall be adjusted equitably.

14.3. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Licensor in all cases. Licensee hereby grants to Licensor all of Licensee's rights to such damages and covenants to deliver such further assignments thereof as Licensor may from time to time request. Nothing contained herein shall be construed to prevent Licensee from prosecuting in any eminent domain proceedings a claim for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Licensor from the taking authority.

**15. Indemnification.**

The provisions of this Section 15 shall survive the Termination of this License with respect to any damage, injury, or death occurring before such Termination. THE FOLLOWING INDEMNITIES SET FORTH IN THIS SECTION 15 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

15.1. Licensee shall indemnify and save harmless Licensor, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, except to the extent caused by the gross negligence or willful misconduct of Licensor, its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers. If Licensor is made a party to any litigation commenced by or against Licensee for any of the above reasons, then Licensee shall indemnify and hold Licensor harmless and pay all costs,

penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Licensor in connection therewith. Licensee's foregoing indemnity obligation shall include reasonable attorneys' fees, and all other reasonable costs and expenses incurred by the Licensor from the first notice that any claim or demand has been made or may be made, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under applicable worker's compensation acts, disability benefit acts, or other employee benefit acts.

15.2. Licensor shall defend, indemnify and save harmless Licensee, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Licensor or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, except to the extent caused by the gross negligence or willful misconduct of Licensee, its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Licensor or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers. If Licensee is made a party to any litigation commenced by or against Licensor for any of the above reasons, then Licensor shall indemnify and hold Licensee harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Licensee in connection therewith provided that Licensor shall have the right to select counsel. Licensor's foregoing indemnity obligation shall include reasonable attorneys' fees, and all other reasonable costs and expenses incurred by the Licensee from the first notice that any claim or demand has been made or may be made, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under applicable worker's compensation acts, disability benefit acts, or other employee benefit acts.

## 16. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

**If to Licensor, to:** Entercom Rochester, LLC  
High Falls Studios  
70 Commercial Street  
Rochester, New York 14604  
Attn: General Manager

*with a copy to:*

Entercom Communications Corp.  
401 City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attention: Legal Department

**If to Licensee, to:** Stephens Media Group - Rochester, LLC  
P.O. Box 700298  
Tulsa, OK 74170-0298  
Attn.: David P. Stephens, Co-Manager  
Facsimile: (918)492-8840

**17. Title and Quiet Enjoyment.**

Licensor warrants that it has full right, power, and authority to execute this License. Licensor further warrants that Licensee, upon payment of the License Fees or any other amounts due hereunder, and performance of the covenants hereunder, shall have the quiet enjoyment of the Licensed Premises subject to the terms and conditions of this License.

**18. Assignment and Subletting.**

The License granted hereunder is personal to Licensee. This License shall not, without Licensor's prior written consent (which consent shall not be unreasonably withheld), be assigned, transferred (by operation of law or otherwise), sublet or shared by Licensee, except that Licensee may assign this Lease to any affiliate or entity that controls, is controlled by or under common control with Licensee. Further, in no event shall a transfer, assignment or subletting of Licensee's interest in this License be approved by Licensor without the assignee or sublicensee becoming a signatory to this License and assuming all of Licensee's obligations hereunder. Furthermore, no such assignment or subletting shall relieve Licensee of any obligations hereunder. Licensor may assign this License to any party whatsoever.

**19. Force Majeure.**

No Party to this License shall have any liability to any person or entity for failure to meet any of its obligations under this License, where such failure is the result, in whole or part, of any labor dispute, failure of usual sources of supply, war, riot, insurrection, vandalism, commotion, fire, flood, earthquake, accident, storm, loss of the right to use right of ways or to make pole attachments, acts of God or government, or any other cause beyond the Party's reasonable control.

**20. Liens.**

Licensee shall not permit any mechanic's, materialmen's or other liens to stand against the Licensed Premises, the Tower, the Buildings or the Land for any labor or material furnished to the Licensee in connection with work of any character performed on the Licensed Premises or at the direction of the Licensee. In the event that any notice of lien shall be filed or given, Licensee shall, without delay, cause the same to be released or discharged and Licensor shall be completely indemnified by Licensee from and against any losses, damages, costs, expenses, fees, penalties, reasonable attorneys' fees and legal expenses suffered or incurred by Licensor on account of the filing of such claim or lien.

**21. Site Rules.**

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Site by Licensor in its discretion.

**22. Limitation of Liability.**

Notwithstanding anything to the contrary in this License, each Party hereby waives the right to recover incidental, special, consequential (including lost profits), punitive, exemplary and similar damages and the multiplied portion of any damages.

**23. Licensor's Entry and Access to Information.**

Licensor and its authorized representatives shall have the right to enter upon and/or inspect the Licensee's Facilities at all reasonable times for any purpose associated with Licensor's ownership of the Site or the obligations of either Party to this License. Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Licensee's Facilities or utilities utilized by Licensee or any of the frequencies utilized by Licensee thereon.

**24. Estoppel Certificates.**

If a third party requests an estoppel certificate from Licensor, Licensor shall deliver written notice thereof to the Licensee, and within ten (10) days after delivery of such notice, Licensee shall execute, acknowledge and deliver to Licensor a certificate certifying, to the extent true: (a) that this License is unmodified and in full force and effect or, if there have been modifications, that this License is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which Fees and other sums payable under this License have been paid, (c) that no notice has been received by Licensee of any default which has not been cured, or, if such a default has not been cured, what Licensee intends to do in order to effect the cure, and when it will do so, (d) that Licensee has accepted and used the Licensed Premises, (e) that Licensee has no known claim or offset against Licensor, or, if it does, the nature of such claim or offset, and (f) such other matters as may be reasonably required by Licensor. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage on the Site or any portion thereof. If Licensee fails to provide such a certificate to Licensor within ten (10) days after Licensor's written request, Licensee shall be deemed to have approved the contents of any such certificate submitted to Licensor, and Licensee hereby constitutes and irrevocably appoints, Licensor, its successors and assigns, as its attorney-in-fact to execute, acknowledge and deliver any such certification on its behalf.

**25. Subordination & Attornment.**

Licensee agrees to subordinate its interests under this License to any mortgage, indenture, deed of trust or similar instrument which is hereafter placed as a lien or charge upon the Site. Licensee shall, at any time hereafter on demand, execute any instruments which may be required by any holder thereof for the purpose of subjecting and subordinating this License in accordance

with the foregoing sentence to the lien of any such mortgage, indenture, deed of trust or similar instrument. If any transferee, assignee, holder of any mortgage, indenture, deed of trust, or other similar instrument succeeds to all or any part of Licensor's interest in the Site or Licensor transfers ownership of all or any part of the Tower on the Site to any other party, Licensee will pay to such successor all Fees and Additional Fees subsequently payable under this License. Licensee will, upon request of anyone so succeeding to the interest of Licensor, automatically become the licensee of, and attorn to, such successor in interest without change in this License. Such successor in interest will not be bound by any claim against Licensor arising prior to the date on which such successor succeeds to Licensor's interest in the Site. Upon request by such successor in interest and without cost to Licensor or to such successor in interest, Licensee will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If any Licensee fails or refuses to execute, acknowledge, and deliver any such instrument within ten (10) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any such document on behalf of Licensee as its attorney-in-fact. Licensee hereby constitutes and irrevocably appoints any such successor in interest as its attorney-in-fact to execute, acknowledge and deliver on its behalf any document described in this Section 25.

## **26. General Provisions.**

26.1. The prevailing party in any litigation arising hereunder shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and legal expenses, including appeals, if any.

26.2. This License contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this License and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any such purpose. This License may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest. All parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this License.

26.3. This License shall be construed in accordance with the laws of the state where the Site is located.

26.4. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

26.5. Time is of the essence in interpreting the provisions of this License.

26.6. The Parties agree that it is their intention hereby to create only the relationship of Licensor and Licensee, and no provision hereof, or act of either Party, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties.

26.7. All rights and remedies of Licensor and Licensee herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be

exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

26.8. Licensee shall not record this License or any memorandum thereof in any governmental filing office and any such recording shall be a material breach of this License.

26.9. Any approval, consent, decision or election to be made or given by a Party hereunder may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

26.10. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the Parties and their respective heirs, executors, administrators, permitted successors and assigns; it being understood and agreed, however, that the provisions of Section 18 shall not be impaired by this Section 26.10.

26.11. The failure of either Party to insist upon strict performance by the other Party of any of the covenants, conditions and agreements of this License shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and agreements of this License.

*[Remainder of Page Intentionally Blank]*

THIS LICENSE SIGNED AND DATED as of the date first set forth above.

**LICENSOR:**

**ENTERCOM ROCHESTER, LLC**

By: \_\_\_\_\_

Name: John C. Donlevie

Title: Executive Vice President

**LICENSEE:**

**Stephens Media Group – Rochester, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF LICENSEE'S FACILITIES**

**Main Antenna:**

Quantity: 1

Type: 4 bay full wave spaced

Manufacturer: Shively Labs

Model: 6813

Weight (Dead): <350 lbs with radomes

Dimensions (Full Vertical Aperture): Approximately 16.6 meters (55 ft)

TX Frequency: 93.3 MHz

Center of Rad (AGL): 84 meters (275 ft)

Mount Height (AGL): 84 meters (275 ft)

Number of Transmission Lines: 2

Diameter of Transmission Lines: Nominal 1-5/8" diameter, each

**Shared STL Antenna (shared use with WBEE and others):**

Quantity: 1

Type: 950 MHz Open Grid

Manufacturer: Mark Products

Model: P-9A72GRN

Weight (Dead): 122 lbs

Dimensions (Diameter): 1.8 meters (6 ft)

Rx Frequency: 948.500 MHz

Mount Height (AGL): 73 meters (240 ft)

**Transmitters/Buildings Equipment:**

Main transmitter: Nautel V-5 analog & HD IBOC combined with Bird BPM digital power meter & HD-2 transmission exciter equipment

Auxilliary transmitter: CCA 5kW transmitter with Harris MS-15 exciter  
RF Switching Equipment: MCI Electric RF coaxial switch for transfer between main and auxiliary transmitters  
Audio processor: Optimod 8500  
Remote control: Gentner GSC-3000

**Other Equipment at Site:**

Air Conditioning: Transmitter room A/C is a Carrier unit - approximately 4-ton cooling capacity

## **EXHIBIT B**

### **LOCATION OF SPACE IN GENERATOR BUILDING**

The 93.3 MHz FM transmitters and accessory equipment are installed in the Generator Building which also houses an emergency power generator for WBEE-FM . The location of the 93.3 MHz equipment is approximately 1 meter (3 ft) south of the north wall of the Building and against the west wall of the Building.

**EXHIBIT C**

**LOCATION OF ANTENNAS ON TOWER**

Main antenna: 84 meters (275 ft) AGL

STL antenna shared use: 73 meters (240 ft) AGL