

FIRST AMENDMENT TO ASSET EXCHANGE AGREEMENT

This **First Amendment to Asset Exchange Agreement** (“First Amendment”) is dated as of November 30, 2017, among Beasley Media Group, Inc. (“BMGI”), Beasley Media Group, LLC (“BMGL”), Greater Boston Radio, Inc. (collectively, “Beasley”), CBS Radio Stations Inc. (“CBS”) and Entercom Boston, LLC (“Entercom Boston”), solely in its capacity as guarantor of the obligations of CBS and the Trust.

WHEREAS BMGI, BMGL, CBS and Entercom Boston have entered into an Asset Exchange Agreement dated as of November 1, 2017 (the “AEA”) pursuant to which BMGI, BMGL, CBS and Entercom have agreed to exchange certain assets used in the operation of Radio Stations WBZ-FM, Boston, Massachusetts and WMXJ(FM), Boston, Massachusetts.

WHEREAS the parties desire to amend the AEA to add Greater Boston Radio, Inc. as a party.

NOW, therefore, in consideration of the foregoing premises and the covenants and agreements set forth in the AEA, the parties agree as follows.

1. The preamble to the AEA shall be deleted and replaced with the following:

THIS ASSET EXCHANGE AGREEMENT (this “Agreement”) is made as of November 1, 2017 by and among Beasley Media Group, Inc., a Delaware corporation, Beasley Media Group, LLC, a Delaware limited liability company, Greater Boston Radio, Inc., a Delaware corporation (collectively, “Beasley”), CBS Radio Stations Inc., a Delaware corporation (“CBS”), and Entercom Boston, LLC, a Delaware limited liability company (“Entercom Boston”) solely in its capacity as guarantor of the obligations of CBS and the Trust (defined below) as set forth in Section 11.14

2. This First Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and both of which counterparts shall constitute one and the same fully executed instrument.

3. Except as expressly amended hereby, the AEA shall remain unchanged and is hereby ratified and confirmed.

4. Capitalized terms not defined herein shall have the meaning set forth in the AEA.

5. Unless otherwise provided herein, this First Amendment shall be construed and interpreted in accordance with the terms and provisions of the AEA.

[Signature Page Follows]

SIGNATURE PAGE TO FIRST AMENDMENT TO ASSET EXCHANGE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this First Amendment to Asset Exchange Agreement as of the date set forth above.

CBS RADIO STATIONS INC.

By: _____
Name:
Title:

BEASLEY MEDIA GROUP, INC.

By: Caroline Beasley
Name: CAROLINE BEASLEY
Title: CEO

BEASLEY MEDIA GROUP, LLC

By: Caroline Beasley
Name: CAROLINE BEASLEY
Title: CEO

GREATER BOSTON RADIO, INC.

By: Caroline Beasley
Name: CAROLINE BEASLEY
Title: CEO

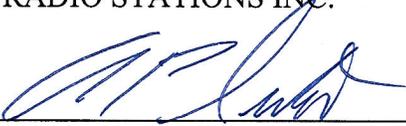
ENTERCOM BOSTON, LLC (solely for purposes of Section 11.14)

By: _____
Name:
Title:

SIGNATURE PAGE TO FIRST AMENDMENT TO ASSET EXCHANGE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this First Amendment to Asset Exchange Agreement as of the date set forth above.

CBS RADIO STATIONS INC.

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

BEASLEY MEDIA GROUP, INC.

By: _____
Name:
Title:

BEASLEY MEDIA GROUP, LLC

By: _____
Name:
Title:

GREATER BOSTON RADIO, INC.

By: _____
Name:
Title:

ENTERCOM BOSTON, LLC (solely for purposes of Section 11.14)

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

THE ENTERCOM DIVESTITURE TRUST
By: TDC Communications, LLC, its sole Trustee

By: 

Name: Elliot Evers
Title: CEO