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**TIME BROKERAGE AND  
PROGRAM SERVICES AGREEMENT**

*by and between*

**STEPHENS MEDIA GROUP – ROCHESTER, LLC**

*and*

**ENTERCOM ROCHESTER LICENSE, LLC**

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**Dated as of April 28, 2008**

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Exhibit A

**Plugola / Payola Certification**

**THIS TIME BROKERAGE AND PROGRAM SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of this 28<sup>th</sup> day of April 2008, by and between Entercom Rochester License, LLC, a limited liability company organized and subsisting under the laws of the State of Delaware (“**Licensee**”) and Stephens Media Group – Rochester, LLC, a limited liability company organized and subsisting under the laws of the State of New York (the “**Programmer**”).

## **B A C K G R O U N D**

**WHEREAS**, Licensee is the Federal Communications Commission (the “**FCC**”) licensee of radio stations: (i) WRMM-FM, 101.3 MHz, Rochester, New York (FCC Facility ID No. 1907); (ii) WZNE(FM), 94.1 MHz, Brighton, New York (FCC Facility ID No. 6859); and (iii) WFKL(FM), 93.3 MHz, Fairport, New York (FCC Facility ID No. 37824) (collectively the “**Stations**”);

**WHEREAS**, Programmer desires to avail itself of the broadcast time of the Stations for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

**WHEREAS**, Licensee and Programmer have entered into an Asset Purchase Agreement dated April 28, 2008, providing for the purchase of the Stations by Programmer from Licensee (the “**Purchase Agreement**”).

## **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

### **1. Sale Of Time**

#### **1.1. Broadcast of Programming**

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on each of the Stations for the broadcast of Programmer’s programs (the “**Programming**”) for up to One Hundred Sixty-Eight (168) hours a week for the term of this Agreement except for: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) up to two hours per week at times mutually-agreeable to Licensee and Programmer during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Stations’ listeners (“**Licensee’s Public Service Programming**”); (c) times when Programmer’s programs are not accepted or are preempted by Licensee in accordance with Section 2.3 of this Agreement or because such Programming does not satisfy the standards of Section 2.4.1 of this Agreement; and (d) Force Majeure Events, as defined in Section 1.5 of this Agreement (as adjusted, the “**LMA Hours**”).

### **1.2. Term**

The term of this Agreement (the “**Term**”) shall be for the period commencing on the later of (i) three days after receipt of DOJ Approval (as defined in the Purchase Agreement), (ii) May 1, 2008, or (iii) such other time as the parties mutually agree (the “**Effective Date**”); and terminating on the earliest of: (a) the assignment to the Programmer, or its affiliated entity, of the licenses and authorizations issued by the FCC for the Stations in accordance with the Purchase Agreement; (b) termination of this Agreement pursuant to Section 7; or (c) the termination of the Purchase Agreement.

### **1.3. Payments**

Programmer shall pay to Licensee the fee set forth on Schedule 1.3 hereto for the rights granted under this Agreement (the “**Monthly Fee**”). Except as to actions taken in accordance with Licensee’s rights under Section 2.3 of this Agreement or as to Programming that does not meet the requirements of Section 2.4.1 of this Agreement, in the event that, during the LMA Hours, Licensee preempts, deletes, delays, suspends, cancels or fails to broadcast any of the Programming and/or causes any of the Programming to be broadcast in a daypart other than the daypart for which the Programmer provided such Programming, Programmer shall receive a credit equal to the *pro rata* portion of the fee paid for the broadcast of the Programming pursuant to Schedule 1.3 for the month in which such preemption, deletion, delay, suspension, cancellation or failure to broadcast occurs. Any credit due Programmer shall be applied to the Monthly Fee due immediately following the calendar month during which such suspension, cancellation, preemption or delay subject to credit occurred.

### **1.4. Advertising and Programming Revenues**

During the broadcast of the Programming delivered to the Stations by Programmer, Programmer shall have full authority to sell for its own account commercial time on the Stations and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues. Programmer may sell such advertising in combination with the sale of advertising on any other broadcast stations of its choosing. Licensee may sell, or permit others to sell, advertising on the Stations only during Licensee’s Public Service Programming or within programming presented in accordance with Section 2.3.2.

### **1.5. Force Majeure Events**

Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming not directly or indirectly the fault of Licensee or its employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of Licensee (collectively, “**Force Majeure Events**”), shall not constitute a breach of this Agreement.

## **2. Programming And Operating Standards**

### **2.1. *Nature of the Programming***

The Programming will consist of an entertainment format which will include news and public service programming. Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Stations will serve the public interest.

### **2.2. *Right to Use the Programming***

The ownership of and all rights to use the Programming produced by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested solely in Programmer except as specifically authorized by this Agreement.

### **2.3. *Obligations and Rights of Licensee***

Licensee shall be ultimately responsible for the control of the day-to-day operations of the Stations and for complying with the FCC's rules and regulations with respect to (a) the staffing and maintenance of the Stations' main studio; (b) 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); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Stations' logs; (e) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (f) the preparation and filing with the FCC of all required material with respect to the Stations, including the Stations' Biennial Ownership Report and periodic employment reports.

#### **2.3.1. *Licensee's Right to Reject Programming***

Licensee shall retain the right to accept or reject any Programming or advertising announcements or material which Licensee in its good faith, reasonable judgment deems contrary to the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC promulgated thereunder (the "FCA"). Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee reasonably in good faith believes to be, or that Licensee reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Stations to be, violative of any right of any third party or indecent, profane or obscene. Licensee may take any other actions necessary to ensure that the Stations' operations comply with the laws of the United States, the State of New York, and the FCA (including the prohibition on unauthorized transfers of control). If, in the reasonable good faith judgment of Licensee or its General Manager, any portion of the Programming presented by Programmer does not meet the requirements of Section 2.4.1 of this Agreement, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming without reduction or offset in the payments due Licensee under this Agreement. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

### *2.3.2. Licensee's Right to Preempt Programming for Special Events*

Licensee shall have the right, in its reasonable, good faith judgment, to preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and to use part or all of the hours of operation of the Stations for the broadcast of events of special importance. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled Programming, and, in such event, Programmer shall receive a payment credit for the Programming so omitted consistent with the intent and pursuant to the terms of Section 1.3 of this Agreement. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

### *2.3.3. Maintenance and Repair of Transmission Facilities*

Licensee shall maintain each of the Stations' transmission equipment and facilities, including the respective antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Stations' transmitting facilities in order to permit operation of the Stations. Licensee shall undertake such repairs as are reasonably necessary to resume operation of the Stations with their maximum authorized facilities as expeditiously as possible following the occurrence of any loss or damage preventing such operation

### *2.3.4. Main Studio*

Licensee shall maintain a main studio (the "**Main Studio**") for the Stations in the manner required under FCC rules.

### *2.3.5. Compliance with FCC Technical Rules*

Licensee shall designate and engage at its expense a qualified Chief Operator for the Stations who shall be responsible for maintaining the transmission facilities of the Stations and who shall be responsible for ensuring compliance by the Stations with the technical operating and reporting requirements established by the FCC.

## **2.4. Obligations and Rights of Programmer**

### *2.4.1. Compliance with Laws and Station Policies*

All Programming shall conform in all material respects to all applicable provisions of the FCA, all other laws or regulations applicable to the broadcast of programming by the Stations, and the standards set forth in Schedule 2.4.1. 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 Stations. Programmer is familiar with the programming formats of the Stations and agrees that it will not, during the Term of this Agreement, make any material change in the format of any of the Stations without Licensee's prior consent.



#### *2.4.2. License to Use Call Sign and Trademarks*

During the term of this Agreement, Licensee grants Programmer the exclusive right to use the Stations' call signs and Licensee's service marks, trade marks, jingles, promotional materials, names and all other intellectual property owned by or licensed to Licensee (the "**Marks**") in connection with and during the Programming during the Term.

#### *2.4.3. Cooperation with Licensee*

Programmer, on behalf of Licensee, shall furnish within the Programming all station identification announcements required by the FCA, and shall, upon request by Licensee, provide to Licensee information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Stations to assist Licensee in the preparation of any required programming reports and will provide upon request 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 Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and agrees that, when presenting to Licensee for broadcast on the Stations sponsored programming addressing political issues or controversial subjects of public importance, Programmer will do so in accordance with the provisions of Section 73.1212 of the FCC's rules and the applicable rules of the Federal Election Commission. Programmer shall consult with Licensee and adhere to all applicable provisions of the FCA, as announced from time to time, with respect to the carriage of political advertisements and 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, and, in the event of a dispute, Licensee's determination shall govern.

#### *2.4.4. 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 Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. 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 in good faith to comply with the requirements of Sections 317 and 507 of the FCA. Programmer shall require each of its on-air employees to execute a Payola and Plugola Certification in the form of Exhibit A, attached hereto and incorporated herein.

#### *2.4.5. 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 FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it 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.

#### *2.4.6. Use of Main Studio / Delivery of Programming*

Programmer shall be entitled to use the Main Studio. Programmer shall provide sufficient space at the Main Studio to Licensee to enable it to carry out its obligations under this Agreement. When Programmer originates the Programming from any place other than the Stations' Main Studio, Programmer shall be solely responsible for delivering the Programming to the Stations' transmitter site for broadcast on the Stations. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming to the Stations' transmitter site from any place other than the Main Studio, Licensee agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC.

### **3. Responsibility For Employees And Expenses**

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

Licensee will employ at least two persons at the Stations: a full-time General Manager for the Stations (who may or may not also be the designated Chief Operator), who shall report and be solely accountable to Licensee and shall direct the day-to-day operations of the Stations, and a staff-level employee who shall report to and assist the manager in the performance of his or her duties. Licensee will be responsible for the salaries, benefits, taxes, insurance and similar expenses for these two employees. Whenever at the Main Studio or otherwise on the premises of the Stations, all of Programmer's personnel shall be subject to the supervision and the direction of the Licensee's General Manager and/or the Licensee's Chief Operator, as designated by Licensee. Licensee shall be responsible for the timely payment of the following expenses: (a) lease and/or mortgage payments for the Main Studio and transmitter site and all taxes and other costs incident thereto; (b) all FCC regulatory fees; (c) real estate and personal property taxes; (d) utility costs (telephone, electricity, etc.) relating to the existing transmitting site, transmitter and antennas; (e) maintenance and repair costs with respect to the transmitting equipment of the Stations; and (f) all other reasonable and necessary payments related to the continued operation of the Stations incurred by Licensee which are not paid directly by Programmer.

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

Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all

costs associated with production of the Programming and listener responses, including fees to ASCAP, BMI and SESAC, any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and broadcast on the Stations; provided, however, that if this Agreement is terminated other than through closing of the Purchase Agreement, Programmer will be reimbursed for any such fees and expenses paid relating to periods following the effective date of termination. Programmer shall pay all maintenance and repair costs for the Main Studio and studio equipment used by Programmer in the production of the Programming. Programmer shall maintain at its expense commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance with reputable insurance companies reasonably acceptable to Licensee. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee and an opportunity to cure any default thereunder. Programmer shall deliver to Licensee upon request a current certificate establishing that such insurance is in effect. Programmer shall, if required under the FCA, be responsible for adherence to the FCC's EEO outreach and recruitment policies.

### ***3.3. No Third Party Beneficiary Rights***

No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

## **4. Assignment And Assumption Of Certain Agreements, Rights And Obligations**

### ***4.1. Assumption of Obligations***

As of the Effective Date, Licensee shall assign to Programmer and Programmer shall assume all rights and obligations arising or accruing after the Effective Date under those agreements (the "**Assumed Agreements**") identified on Schedule 4.1 hereto. Licensee shall proceed in good faith using commercially reasonable efforts to obtain all required consents. If Licensee is unable to obtain any necessary consent for the assignment of any Assumed Agreement as of the Effective Date, to the extent permitted by law, Programmer and Licensee shall cooperate so as to make the benefits of any such agreement available to Programmer in its operation of the Stations.

### ***4.2. Limitation***

Except as set forth in Section 4.1 of this Agreement, Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever.

### ***4.3. Prorations***

All income and expenses under the Assumed Agreements shall be prorated between Licensee and Programmer as of the Effective Date in accordance with the general principle that Licensee is responsible for all expenses and entitled to all income relating to

periods prior to the Effective Date and Programmer shall be responsible for such expenses and entitled to all income during the term of this Agreement. To the extent practicable, such prorations shall be completed within 30 days after the Effective Date.

**4.4. *Accounts Receivable of the Stations Relating to Period Prior to the Effective Date***

The accounts receivable of the Stations with respect to programming broadcast by Licensee prior to the Effective Date shall remain the property of Licensee (“**Licensee Accounts Receivable**”). Programmer shall forward to Licensee all payments on account of Licensee Accounts Receivables received by Programmer. Licensee shall forward to Programmer all payments on account of Programmer’s accounts receivables received by Licensee.

**5. Indemnification**

**5.1. *Indemnification***

From and after the Effective Date, Licensee and Programmer shall indemnify, defend, protect and hold harmless the other and their members, managers, owners and affiliates (the “**Indemnitees**”) from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys’ fees and expenses) (collectively, “**Claims**”) that are proximately caused by (a) any programming provided by such party for broadcast on the Stations; (b) any breach by such party of a representation, warranty, covenant or other agreement contained in this Agreement; and (c) the negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the generality of the preceding sentence, Licensee shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold Licensee and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by indemnifying party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Stations of any programming produced or supplied by indemnifying party, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance; obscenity, profanity or indecency; broadcast hoaxes; or the adequacy of sponsorship identification.

**5.2. *Procedure for Indemnification***

The procedure for indemnification shall be as follows:

**5.2.1. *Notice***

The party seeking indemnification (the “**Claimant**”) shall give notice to the party from whom indemnification is sought (the “**Indemnitor**”) of any claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the claim, and (ii) the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other

circumstances, notice shall be given by Claimant within thirty (30) business days after Claimant becomes, or should have become, aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

#### *5.2.2. Claims Between Parties*

With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) business days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

#### *5.2.3. Third Party Claims*

With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of the claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party claim, Claimant may, but shall have no obligation to, defend or settle such claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any claim for which indemnity was paid.

### **5.3. Limitations**

Neither Programmer nor Licensee shall have any obligation to the other party for any indemnification hereunder except upon compliance by the other party with the provisions of this Section 5. Neither party shall be required to indemnify the other party under this Agreement for any breach of any representation or warranty contained in this Agreement unless written notice of a Claim was received by the party within the pertinent survival period specified in Section 5.4 of this Agreement.

### **5.4. Survival of Representations, Warranties and Covenants**

The representations, warranties, covenants, indemnities and agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement are and will be deemed and construed to be continuing representations, warranties,

covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement for a period of eighteen (18) months after such termination or expiration. No Claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such Claim is given prior to such expiration. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained in this Agreement.

## **6. Events Of Default And Cure Periods**

### **6.1. Events of Default**

The following shall, after the expiration of the applicable cure periods as set forth in Section 6.2, each constitute an Event of Default under this Agreement:

#### *6.1.1. Non-Payment*

Programmer's failure to pay when due the Monthly Fee payable under Section 1.3 and Schedule 1.3 of this Agreement.

#### *6.1.2. Default in Covenants or Adverse Legal Action*

a. Any party (i) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (ii) makes a general assignment for the benefit of creditors, or (iii) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 60 days thereafter, or

b. As a consequence of any act or omission of Licensee or Programmer, the FCC commences any hearing with respect to the Stations, issues a Show Cause Order, or issues a Notice of Apparent Liability or Order of Forfeiture with respect to the Stations.

#### *6.1.3. Breach of Representation*

Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

### **6.2. Cure Periods**

Except as provided herein, an Event of Default shall not be deemed to have occurred until five (5) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period. If not cured within that five (5) business day period, the Event of Default shall be deemed to have

occurred as of the expiration of the cure period. For a default in payment as required under Section 1.3 on the date provided for in Schedule 1.3, an Event of Default shall not be deemed to have occurred until five (5) business days after Licensee has provided Programmer with written notice of non-payment. The cure period for a failure by Programmer to supply the Programming for broadcast by the Stations shall be two (2) business days from the receipt of written notice by Licensee.

**6.3. *No Cross Default.***

The parties agree and acknowledge that under no circumstances shall a default under this Agreement be, or be deemed to be, a default under the Purchase Agreement.

**7. Termination**

**7.1. *Termination Upon Default***

Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as are available, including, without limitation, specific performance. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

**7.2. *Programmer's Termination Option***

Programmer may terminate this Agreement at any time during the Term in the event that (i) Licensee preempts, cancels, delays or substitutes other programming for the Programming during five percent or more of the total number of LMA Hours during any calendar month; or (ii) one or more Force Majeure Events prevent any operation of the Stations for a period of six or more consecutive days. In the event that Programmer elects to terminate this Agreement under this Section 7.2, Programmer shall provide Licensee with written notice not less than 10 days prior to the effective date of termination. Upon termination, all sums owing to Licensee by Programmer shall be paid and neither party shall have any further liability to the other except as may be available under Sections 7.4, 7.5 and/or 7.6 of this Agreement.

**7.3. *Termination for Change in Governmental Rules or Policies***

The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

#### **7.4. Certain Matters Upon Termination**

##### **7.4.1. No Obligation to Provide Time**

If this Agreement is terminated for any reason other than the occurrence of the consummation of the assignment to Programmer of the licenses and authorizations issued by the FCC for the Stations, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensee under Schedule 1.3 attributable to any period after the effective date of termination. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement, including, accounts payable, provided that Licensee shall be obligated to perform under all barter agreements, and to air unaired advertisements, and Licensee shall be responsible for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee under Schedule 1.3. So long as this Agreement is not terminated as a result of a breach by Programmer, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time following the effective date of termination.

##### **7.4.2. Assignment of Reassumed Contracts**

Programmer shall assign, transfer and convey to Licensee, and Licensee shall assume, all of Programmer's rights in, to and under the Assumed Agreements that remain in effect on the date of such termination (for any reason other than the occurrence of the consummation of the assignment to Programmer of the licenses and authorizations issued by the FCC for the Stations) and any contracts entered into by Programmer during the term hereof that are of a similar nature except that any contracts with a term in excess of one (1) year shall have been approved by the Licensee at the time such contract was entered into (collectively the "**Reassumed Contracts**"). Programmer shall use reasonable efforts to promptly obtain and deliver to Licensee, at Programmer's expense, any necessary consents to the assignment of the Reassumed Contracts to Licensee, or, as to such Reassumed Contracts that require the consent to such reassignment from third parties, Programmer shall provide Licensee with the benefit of such Reassumed Contracts as of the effective date of termination in the manner provided in Section 4.1 of this Agreement.

##### **7.4.3. Assumption of Reassumed Contracts; Prorations**

Licensee shall assume all rights and obligations arising or accruing on or after the effective date of termination (for any reason other than the occurrence of the consummation of the assignment to Programmer of the licenses and authorizations issued by the FCC for the Stations) pursuant to the Reassumed Contracts, and Programmer shall be responsible for the rights and obligations under the Reassumed Contracts arising on or after the Effective Date and prior to the effective date of termination of this Agreement. The parties agree to prorate any overlapping expenses and income with respect to the Stations after the effective date of termination in accordance with the principle that Programmer is responsible for all expenses and entitled to all income relating to periods prior to the effective date of termination and



Licensee shall be responsible for such expenses and entitled to all income on and after termination. To the extent practicable, such prorations shall be completed within 30 days after the effective date of termination of this Agreement.

#### *7.4.4. Return of Equipment*

Programmer shall return to Licensee any of Licensee's equipment or property used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

#### **7.5. *Liability for Prior Conduct***

No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 5 of this Agreement or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

#### **7.6. *Attorneys' Fees and Costs***

In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys fees and costs incurred in and relating to such an action or proceeding.

### **8. Representations And Warranties**

#### **8.1. *Representations and Warranties of Licensee***

Licensee hereby represents and warrants that:

##### *8.1.1. Organization and Standing*

Licensee is a corporation duly established and in good standing under the laws of the State of Delaware and has all necessary right, power and authority to own the Stations' assets, to lease all leased assets and to utilize all of the Stations' assets and to carry on the business of the Stations.

##### *8.1.2. Binding Obligation*

Licensee has all necessary power to enter into and perform this Agreement and the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms.

##### *8.1.3. Absence of Conflicting Agreements or Required Consents*

The execution, delivery and performance of this Agreement by Licensee (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (b) do not and will not violate any applicable law,

judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee or any of its assets is now subject; and (d) do not and will not violate any provision of Licensee's organizational documents.

## **8.2. *Representations and Warranties of Programmer***

Programmer hereby represents and warrants that:

### **8.2.1. *Organization and Standing***

Programmer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and, to the extent necessary, is in good standing as a foreign entity able to transact business in the State of New York and has all necessary power and authority to perform its obligations hereunder.

### **8.2.2. *Authorization and Binding Obligation***

Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

### **8.2.3. *Absence of Conflicting Agreements or Required Consents***

The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provision of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority other than the FCC; (c) do not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

## **9. *Certifications***

### **9.1. *Programmer's Certification***

Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555 (a) of FCC rules.

## **9.2. *Licensee's Certification***

Licensee hereby certifies that it shall maintain the ultimate control over the Stations' facilities, including but not limited to control over the finances with respect to the operation of the Stations, over its personnel operating the Stations, and over the programming to be broadcast by the Stations.

## **10. *Miscellaneous***

### **10.1. *Modification and Waiver***

No 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 Licensee 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***

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.

### **10.4. *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.

### **10.5. *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 Programmer nor Licensee may assign its rights under this Agreement without the prior written consent of the other parties hereto provided that (i) Programmer may, without the consent of Licensee, assign its rights and obligations hereunder in whole or in part to any entity under common control with Programmer provided that the assignee agrees, in writing, to assume and be bound by Programmer's obligations hereunder; and (ii) Licensee may, without the consent of Programmer, assign its rights and obligations to an assignee of Licensee under the Purchase Agreement. In the event that Programmer finds it necessary or is required to provide to a third party a collateral

assignment of Programmer's interest in this Agreement and/or any related documents, Licensee shall cooperate reasonably with Programmer and any third party requesting such assignment, including but not limited to Licensee's execution of a consent and acknowledgment of such assignment. Upon any such assignment by Programmer of its rights hereunder, references to "**Programmer**" shall include such assignee, provided, however, that no such assignment shall relieve Programmer of any obligation hereunder.

#### **10.6. 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.

#### **10.7. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

#### **10.8. Notices**

Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail, with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery addressed as follows:

If to Licensee: Entercom Rochester License, LLC  
401 City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attn: John C. Donlevie  
Facsimile: (610) 660-5641

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

The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail. Either party may change its address for the purpose of notice by giving notice of such change in accordance with the provisions of this Section 10.8.

#### **10.9. Severability**

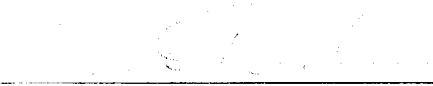
In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, 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 which renders any provision hereof unenforceable in any respect.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers and their respective corporate seals thereunto affixed on this the day and date first written above.

**Entercom Rochester License, LLC**

By:   
Name: JOHN C. DONLEVIE  
Title: EXECUTIVE VICE PRESIDENT

**Stephens Media Group - Rochester, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers and their respective corporate seals thereunto affixed on this the day and date first written above.

**Entercom Rochester License, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Stephens Media Group - Rochester, LLC**

By: Michael P. Stephens  
Name: Michael P. Stephens  
Title: Co-Manager

### SCHEDULE 1.3

#### COMPENSATION

(A) Beginning on the second month anniversary of the Effective Date, for each month of the Term thereafter, Programmer shall pay a monthly fee (the “**Monthly Fee**”) in the amount

(For the sake of clarity, the parties agree and acknowledge that there is no Monthly Fee for the first two months of the Term.) In the event that first payment of the Monthly Fee occurs on a day other than the first day of a month, the initial monthly payment made by Programmer shall be an amount equal to the Monthly Fee as determined above multiplied by a ratio, the numerator of which is the number of days between the Effective Date and the end of the month in which the Effective Date occurs and the denominator of which is the number of days in the month in which the Effective Date occurs; and in the event that the last day of end of the Term occurs other than on the last day of a month, the Monthly Payment for the month in which such day occurs shall be similarly prorated, such that Programmer (as Buyer under the Purchase Agreement) receives a proration credit under the Purchase Agreement for the excess amount paid.

(B) Programmer shall reimburse Licensee for all of its ordinary and customary expenses (excluding only salary, benefits and similar expenses for Licensee’s employees, Licensee’s federal, state and local income taxes, and capital expenses at the Stations’ transmitter sites) incurred in operating the Stations (the “**Operating Expenses**”), including but not limited to, rent, utilities, maintenance and repairs at the Stations’ studio and transmitter sites, any capital expense at the Stations’ studio sites, insurance on the Stations’ equipment, insurance deductibles on claims on the Stations’ equipment, and ad valorem property taxes. Licensee shall bill Programmer for such expenses on a monthly basis by delivery of a statement in reasonable detail with back-up invoices, payment for which shall be due within fifteen (15) days of such billing. Licensee will consult with Programmer before undertaking any routine maintenance work or capital expense that will require reimbursement by Programmer in an amount in excess of \$2,500.00. The parties agree that Licensee’s designated employees to perform Licensee’s duties herein shall be Chris Costigan and Cari Rice. Programmer shall reimburse Licensee for the expenses related to such employees.



## **SCHEDULE 2.4.1**

### **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 regular election campaign, Programmer will coordinate with Licensee's General Manager the rate 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 Stations' policy. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee's General Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

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

3. **Commercial Record Keeping.** 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 Stations as are required by Sections 317 and 507 of the Communications Act and the rules and regulations of the FCC.

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 Stations. Licensee reserves the right to reject any game, contest or promotion which, in its reasonable judgment, it deems violative of any applicable FCC rule or federal, state or local law or regulation.

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

6. **Controversial Issues.** Any broadcast over the Stations concerning controversial issues of public importance shall comply with the then current FCC rules and policies.

7. **Respectful of Faiths.** The subject of religion and particular faiths, tenets and customs shall be treated with respect at all times.

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

9. No Plugola or Payola. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, Programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise Licensee's General Manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest.

10. Conflict in Programming or Advertising. Any programming or advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, Licensee or the Stations is prohibited.

11. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Stations which is in conflict with the Stations' policy or which, in the good faith, reasonable judgment of Licensee or its General Manager would be contrary to the Act or the Rules.

Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

## **SCHEDULE 4.1**

### **ASSUMED AGREEMENTS**

All Contracts listed on Schedule 2.2.h of the Purchase Agreement other than the Real Property Leases listed on Schedule 2.2.c.

## Exhibit A

### Payola and Plugola Certification

During the term of my employment, neither I nor any member of my immediate family (including my spouse, child or any other member of my household) has accepted, solicited or agreed to accept any money, service, gift, or favor or other thing of value whatsoever to influence any decision by me as to matters to be broadcast on the Station and will not do so in the future. Neither I nor any member of my immediate family, as defined above, has received (and in the future will not accept) any social courtesy or gift exceeding in the aggregate in a single year a value \$25.00 from any person, entity, firm or institution involved in any of the following activities:

- record manufacturing or distributing;
- music publishing;
- the creation, production, performance, distribution, manufacturing or exploitation of music, films, tapes, recordings, electrical transcriptions, or any live or recorded programming;
- the ownership or exploitation of any musical, dramatic, literary or related copyright or performance right;
- radio or television broadcasting (other than the Station);
- advertising and advertising services;
- any business desiring to advertise or promote its products or services in the coverage area of the Station;
- concerts and nightclubs;
- performers, performing groups, professional sports teams, or any other potential supplier of radio or television program material;
- public relations firms, consulting firms, or other firms or individuals that deal in, represent or promote any of the above.

By signing below, I confirm that I have not participated (and in the future will not participate) in considering, selecting or preparing for broadcast any program or program material which had as its subject, or which could in any way materially affect, any business activity or concern in which I or any member of my immediate family, as defined above, held or hold a business or financial interest (including any position as officer, director or employee), except those reported to Station management and as listed below.

I have received a copy of and understand the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, and Section 73.1212 of the rules of the FCC. I agree to abide by such rules and regulations.

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_