

## CONSENT AND AGREEMENT

CONSENT AND AGREEMENT (this "Consent") is dated as of June 13, 2005, by Entercom Greenville, LLC, a Delaware limited liability company (the "Seller"), to IJJ Capital Partners, LLC, as Agent (the "Agent").

The Seller and Davidson Media Group, LLC, a Delaware limited liability company (the "Buyer"), are parties to an Asset Purchase Agreement dated as of June \_\_, 2005 (as amended or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Seller is selling broadcast radio stations WOLI(FM), WOLT(FM) and WSPA(AM), to the Buyer. The Buyer and certain of its subsidiaries, as borrowers (collectively, the "Borrowers"), and certain other affiliates, as guarantors (collectively, the "Guarantors"; together with the Borrowers, each a "Loan Party" and collectively, the "Loan Parties"), are parties to a Financing Agreement, dated as of the date hereof (as amended, or otherwise modified from time to time, the "Financing Agreement"), with the lenders from time to time party thereto (the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make term loans (each a "Loan" and collectively the "Loans") to the Borrowers in an aggregate principal amount at any one time outstanding not to exceed the Total Commitment (as defined in the Financing Agreement). It is a condition precedent to the making and maintaining of any Loan that, *inter alia*, (i) the Buyer and the Borrowers assign to the Agent for the ratable benefit of the Lenders, and grant to the Agent for the ratable benefit of the Lenders a security interest in, all of their property and assets, including, without limitation, all rights and remedies under the Purchase Agreement and associated Escrow Agreement and the other agreements, instruments and documents being executed and delivered by or on behalf of the Seller pursuant to the Purchase Agreement (collectively, the Purchase Agreement and such other agreements, instruments and documents executed in connection therewith are hereinafter referred to as the "Purchase Documents") as security for the Obligations (as defined in the Financing Agreement), and (ii) the Seller executes and delivers this Consent.

NOW, THEREFORE, in consideration of the premises and the agreements herein, the Seller hereby agrees as follows:

1. The Seller hereby consents to the pledge and collateral assignment by the Loan Parties to the Agent for the ratable benefit of the Lenders, and the granting to the Agent for the ratable benefit of the Lenders a security interest in, all of the Loan Parties' property and assets, including, without limitation, the Purchase Documents, and the grant to the Agent of a perfected security interest in the Purchase Documents; provided, however, that no pledge or assignment of, or security interest in, any Purchase Document shall release Buyer from any of its obligations thereunder, and Buyer hereby agrees that it shall remain fully bound by all such obligations pursuant to the terms of the Purchase Documents.

2. Notwithstanding anything to the contrary contained in any Purchase Document, the Seller hereby unconditionally and irrevocably agrees that the Agent may, subject to the restrictions of applicable law or regulation, including the rules and regulations of the Federal Communications Commission, and further subject to the terms and conditions of the Purchase

Documents, succeed to or otherwise retain any and all rights and remedies of any Loan Party under any Purchase Document, without obtaining the consent, authorization or approval of, or giving any notice to or making any filing with, any person or entity (including, without limitation, the consent of the Seller), except for this Consent.

3. In the event that the Seller gives notice to the Buyer in respect of any breach or alleged breach by the Buyer of any of its obligations under the Purchase Documents, the Seller will (i) give the Agent, prior to or concurrently with the giving of such notice to the Buyer, notice of such breach or alleged breach, and (ii) permit the Agent an opportunity to remedy such breach or alleged breach during the period, if any, provided to the Buyer for remedy under the Purchase Documents.

4. Until the Agent shall have delivered written notice to the Seller that all of the Obligations (as defined in the Financing Agreement) have been paid in full and the Commitments terminated, the Seller will send any and all payments due to the Buyer pursuant to any Purchase Document, to the Agent as set forth below or as otherwise designated in writing by the Agent to the Seller. Buyer hereby agrees that payment so made to the Agent shall be deemed to have been made to Buyer for all purposes of the purchase Documents.

5. This Consent shall be binding on the parties hereto, and their successors and assigns and shall inure, together with all rights and remedies of the Agent hereunder, to the benefit of the parties hereto, and the Agent and their successors, transferees and assigns. Any provision of this Consent which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**6. THIS CONSENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Left Blank]

[Signature Page to Consent and Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed and delivered by their duly authorized officers as of the date first above written.

Entercom Greenville, LLC

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

Davidson Media Group, LLC

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