

SECOND AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS SECOND AMENDMENT (this "*Amendment*") is made and entered into as of November 15, 2017, by and among Entercom California, LLC and Entercom License, LLC, both Delaware limited liability companies (together, "*Entercom*"), CBS Radio East Inc. ("*CBS Radio*"), and Hamrah Radio Inc., a California corporation ("*Programmer*"). "

WHEREAS, Entercom Communications Corp., the parent company of Entercom, is party to an Agreement and Plan of Merger (the "*Merger Agreement*") dated as of February 2, 2017, with CBS Corporation and CBS Radio, Inc. pursuant to which Entercom Communications Corp. will, among other things, acquire control of CBS Radio East Inc. ("*CBS Radio*"), the FCC licensee of KTWV(FM) at 94.7FM licensed to Los Angeles, California ("*CBS Station*"); and

WHEREAS, Entercom and Programmer are parties to that certain Time Brokerage and Program Services Agreement, dated as of April 1, 2016, as amended by that certain First Amendment dated October 26, 2017 (the "*Agreement*"), related to the HD-3 channel associated with KSWD(FM) at 100.3FM and its assignment to KTWV(FM) at 94.7FM effective on the day that the merger contemplated by the Merger Agreement occurs (which date is currently expected to be November 17, 2017) ("*Merger Closing Date*"); and

WHEREAS, Entercom, CBS Radio and Programmer desire to amend the Agreement as set forth herein to immediately assign the Agreement to CBS Radio rather than on the Merger Closing Date; and

WHEREAS, Entercom, CBS Radio and Programmer desire to amend the Agreement as set forth herein.

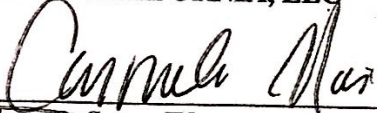
NOW THEREFORE, in consideration of the promises set forth herein and intending to be legally bound by this written instrument, the parties hereby agree as follows:

1. Change in Stations. Effective immediately, all references in the Agreement to the Station (KSWD 100.3FM) shall be thereafter deemed to refer to the CBS Station (KTWV 94.7FM) and all references to the Channel shall be deemed to thereafter refer to the HD-3 supplemental channel of the CBS Station.
2. Assignment of Agreement. Effective immediately, the Agreement is hereby assigned to and assumed by CBS Radio, as the FCC licensee of the CBS Station. No further action will be required of either party hereunder to effectuate such assignment, subject to Entercom and Programmer's continuing obligation to cooperate pursuant to Section 5 of the First Amendment.
3. Effect of Amendment. This Amendment will be deemed effective as of the date hereof. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

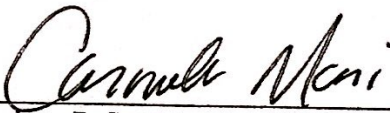
Faxed or e-mailed copies of this Agreement and faxed or e-mailed copies of signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.


ENTERCOM CALIFORNIA, LLC

By: 
~~Andrew P. Sutor, IV~~ **Carmela Masi**
~~Senior Vice President~~ **Vice President**

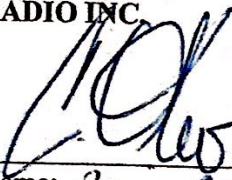
ENTERCOM LICENSE, LLC

By: 
~~Andrew P. Sutor, IV~~ **Carmela Masi**
~~Senior Vice President~~ **Vice President**

HAMRAH RADIO INC.

By: 
President

CBS RADIO INC

By:  11/15/17
Name: CHRIS OLIVIERO
Title: EVP - PROGRAMMING