

Clear Channel Broadcasting, Inc.
CC Licenses, LLC
200 E. Basse Road
San Antonio, Texas

December 21, 2007

Mr. Rod Chambers
Sierra Broadcasting Corporation
3015 Johnstonville Road
Susanville, California 96130

Re: Asset Purchase Agreement, dated November 26, 2007 (the "APA"), by and between Sierra Broadcasting Corporation ("Sierra"), the licensee of Station KJDX(FM), Susanville, California (FCC Facility ID No. 60300) and Spectrum Scan-Susanville, LLC ("Spectrum Scan")

Dear Mr. Chambers:

Pursuant to Section 17.2 of the APA, Spectrum Scan is permitted to assign its rights and obligations to any other entity that is capable of satisfying Spectrum Scan's obligations thereunder, and Clear Channel Broadcasting, Inc. and CC Licenses, LLC (collectively, "Clear Channel") would like to assume such obligations. Capitalized terms not otherwise defined in this letter shall have the meaning ascribed to them in the APA.

Clear Channel's ultimate parent company, Clear Channel Communications, Inc. ("CCO") is a party to that certain Agreement and Plan of Merger dated as of November 16, 2006, by and among CCO, BT Triple Crown Merger Co., Inc., B Triple Crown Finco, LLC and T Triple Crown Finco, LLC, as thereafter amended (the "Merger Agreement"). CCO awaits various regulatory approvals in order to close the Merger Agreement. At the same time that Clear Channel assumes Spectrum Scan's obligations under the APA, we would like to be assured of Sierra's cooperation in the event that changes or amendments are required to the Assignment Application to be filed with the FCC under the APA as a result of the Merger Agreement.

We therefore ask that you agree that in connection with the Merger Agreement, notwithstanding anything to the contrary set forth in APA, if Clear Channel notifies Sierra at any time prior to the Closing Date, whether before or after FCC Consent is obtained, that it is necessary as a result of the Merger Agreement to specify a new proposed transferee or assignee or otherwise change the Assignment Application, Sierra shall join with Clear Channel in amending, withdrawing and promptly re-filing, or otherwise modifying the Assignment Application, when requested by Clear Channel to make such change, whether minor or major, provided however, that no greater than one major change to the Assignment Application shall be required as a result of this paragraph as such a major change will necessarily entail a delay in FCC Consent.

We further ask that, pursuant to Section 2.1 of the APA, the parties hereby agree to irrevocably waive the requirement that the FCC Consent to the Assignment Application be a Final Order under Sections 2.1, 6.2, 7.2 and 8.2 of the APA, such that the Closing Date shall be within ten (10) days after FCC Consent (by initial order) to the Assignment Application without any conditions materially adverse to Buyer has been published in the FCC's Daily Digest, assuming all other conditions to Closing, other than the Final Order to FCC Consent and grant of any further Construction Authorization Application, are satisfied or waived by the parties.

If you are in agreement with the foregoing, please sign and return one copy of this letter to Clear Channel, whereupon this letter agreement shall become a binding agreement between the parties and shall be filed with the FCC in conjunction with the APA.

Sincerely,

Clear Channel Broadcasting, Inc.
CC Licenses, LLC

By: 

Name: STEVE DAVIS
Title: SVP

ACCEPTED AND AGREED TO:

Sierra Broadcasting Corporation

By: _____

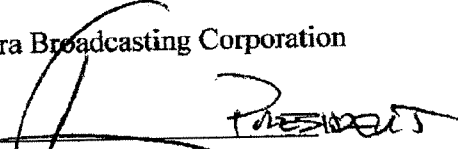
Name:
Title:

Clear Channel Broadcasting, Inc.
CC Licenses, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

Sierra Broadcasting Corporation

By: 
Name:
Title: 12-21-07