

AGREEMENT ANCILLARY TO SALE OF BUSINESS

THIS AGREEMENT ANCILLARY TO SALE OF BUSINESS (the "Agreement") is made and entered into the ____ day of _____, 2006, by and between CAPSTAR RADIO OPERATING COMPANY ("CROC") and CAPSTAR TX LIMITED PARTNERSHIP ("CTLP" and with CROC, "Clear Channel") and CUMULUS BROADCASTING LLC, a Nevada limited liability company (the "CBLLC"), CUMULUS LICENSING LLC, a Nevada limited liability company (the "License Co." and together with CBLLC being hereinafter sometimes referred to as "Cumulus");

WITNESSETH:

WHEREAS, License Co. is the licensee of radio station WRQK-FM within the Canton, OH (the "Station"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC") and CBLLC owns or leases certain assets used or useful in connection with the operation of the Station;

WHEREAS, the Clear Channel and Cumulus are parties to that certain Asset Exchange Agreement dated as of September 1, 2006 (hereinafter the "Exchange Agreement") under which the Cumulus has agreed to transfer to Clear Channel the Station and the assets used, held for use or necessary in connection with the operation of the Station upon and subject to the terms and conditions of the Exchange Agreement;

WHEREAS, immediately following the closing of the transactions contemplated by the Exchange Agreement (the "Acquisition"), the Clear Channel will be continuing the business conducted by Cumulus with respect to the Station in substantially the manner as such business was conducted by Cumulus prior to the Acquisition;

WHEREAS, contemporaneously herewith Clear Channel and Cumulus have entered into a Local Marketing Agreement pursuant to which Clear Channel will provide programming on the Station until the consummation of the Acquisition;

WHEREAS, License Co. and CBLLC have access to, have shared responsibility for developing and implementing, and have intimate and valuable knowledge of the Business (as defined below), as well as technical, financial, customer, and other confidential information related to the Business, which, if exploited by Cumulus in contravention of this Agreement, could seriously and irreparably affect the ability of Clear Channel to continue the Business as previously operated;

WHEREAS, as a material and vital inducement to Clear Channel entering into the Exchange Agreement, which includes the payment by Clear Channel for the goodwill of the Business, and as a condition precedent to the consummation of the Acquisition, which will directly benefit the Cumulus, Cumulus has agreed to execute this Agreement, which Cumulus acknowledges is essential to protect Clear Channel's business interest and investment in the assets and goodwill of the Business; and

WHEREAS, Cumulus acknowledges that Clear Channel has given Cumulus and Cumulus has received value for Cumulus entering into this Agreement to abstain, under the conditions set forth below, from activities competitive with the Business that Cumulus is selling to Clear Channel;

NOW, THEREFORE, in consideration of the execution of the Exchange Agreement, the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Clear Channel and Cumulus hereby agree as follows:

1. Non-Solicitation.

1.1 Each of License Co. and CBLLC covenants and agrees for a period of one (1) year from the date of this Agreement, not to solicit, divert, or actively take away, or attempt to solicit, divert, or take away, on behalf of any other person or entity, or intentionally interfere with, disrupt, or attempt to disrupt, the relationship, contractual or otherwise, between Clear Channel and (i) any customer (as of the LMA Commencement Date) of the Business being exchanged pursuant to the Exchange Agreement within the territory listed on Exhibit A attached hereto (the "Territory"), and (ii) any employee of Clear Channel engaged in the radio business and performing services within the Territory (throughout which Territory Clear Channel acknowledges that the Business has been conducted) (other than David Kelley). Notwithstanding the foregoing, the parties acknowledge and agree that the limitations described in Section 1.1(i) above shall not apply to soliciting advertising from or contacting (x) customers of the Business solely on behalf of radio stations not located within the Territory (for example, the solicitation of customers on behalf of Cumulus' Youngstown, OH radio station cluster), (y) any customer of the Business that is also a customer of Cumulus' radio stations in the Youngstown, OH market; and (z) national advertisers who may be customers of the Business in respect of advertising dollars earmarked for the Youngstown, OH market.

1.2 For purposes of this Agreement, the term "Business" shall mean the business, operations, and activities of Cumulus with respect to the Station and the use of the Cumulus Station Assets (as such term is defined in the Exchange Agreement) in connection therewith.

1.3 In view of the geographic scope and nature of the business in which the Clear Channel is engaged (and in which Cumulus has have been engaged), and recognizing the consideration provided to Cumulus pursuant to the Exchange Agreement, Cumulus expressly acknowledges that the restrictive covenants set forth in this Section 1, including, without limitation, the geographic and temporal scope and of such covenants, are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of Clear Channel.

2. Prohibition of Re-Entry into Canton Market

2.1 Each of License Co. and CBLLC covenants and agrees that, for a period of two (2) years from the date of this Agreement, Cumulus will not, within the Territory (throughout which Territory each of License Co. and CBLLC acknowledges that Cumulus has

been conducting the Business), directly or indirectly compete with Clear Channel by carrying on a business that is substantially similar to the Business.

2.2 For the purposes of this Agreement, the term "compete" shall mean: (i) managing, supervising or otherwise participating in a management or sales capacity with an entity which carries on a radio business that is substantially similar to the Business; (ii) in connection with radio business, calling on, soliciting for radio broadcast advertising, actively taking away, accepting as a client or customer or hiring or attempting to call on, solicit, actively take away or accept as a client or customer, any individual, partnership, corporation, limited liability company, association or other entity that was a client or customer of Cumulus in connection with radio business as of immediately prior to the date hereof; (iii) entering into or attempting to enter into any radio business which conducts a radio business that is substantially similar to the Business, either alone or with any individual, partnership, corporation, limited liability company, association or other entity; (iv) causing any individual partnership, corporation, limited liability company, association or other entity to enter into any radio business which conducts a radio business that is substantially similar to the Business or supporting in any manner any such entity's entry into any radio business which competes with the Business; or (v) holding an equity interest in, or directly or indirectly operating or participating in the operation of a radio business not owned by Clear Channel or one of its affiliates which conducts a radio business that is substantially similar to the Business.

2.3 For the purposes of this Agreement, the words "directly or indirectly" as they modify the word "compete" shall mean (i) acting as an agent, representative, consultant, officer, director, member, independent contractor, or employee of any radio entity or enterprise that is competing (as defined in Section 2.2 hereof) with the Business; (ii) participating in any such competing radio entity or enterprise as an owner, partner, limited partner, joint venturer, member, creditor or shareholder (except as a shareholder holding less than a one percent (1%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market); and (iii) communicating to any such competing radio entity or enterprise the names or addresses or any other information concerning any past, present or currently identified prospective client or customer of Cumulus in connection with radio advertising or the radio business.

2.4 Notwithstanding the restrictions contained in this Section 2, the parties acknowledge and agree that non-competition restrictive covenants described above shall not apply to the present or future broadcast ownership interests of Cumulus in, or the operation by Cumulus of, any radio stations owned (or to be owned) by Cumulus serving the Youngstown, OH market.

3. Confidential Information.

3.1 Cumulus agrees that the customers and potential customers of the Business with which Cumulus had personal dealings are and shall remain the exclusive property of the Business, are confidential, and are of great value to the Business. Cumulus also agrees that this and certain other information not generally known to the public used by Cumulus in marketing the Business and broadcasting radio programming constitute trade secrets, are confidential, and have been the valuable property of the Business, which has been transferred to

Clear Channel and are now the property of Clear Channel. Further, Cumulus recognizes and acknowledges that the business matters and affairs of the Business and the methods of business operations of the Business are valuable and confidential information and trade secrets and that unauthorized disclosure of the same would irreparably damage Clear Channel. (The information referred to in this Section 2.1 is hereinafter collectively referred to as “Confidential Information” but shall not include any information that is generally available to the public through no fault of the parties hereto.)

3.2 Each of License Co. and CBLLC agrees that for a period of two (2) years from the date of this Agreement, they will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, nor use or otherwise appropriate for their own benefit or to the detriment of Clear Channel, any of the Confidential Information, unless such disclosure or use is required by any law or court order or such Confidential Information is in the public domain not as a result of the violation of Cumulus’ undertakings herein.

3.3 Cumulus hereby acknowledges and agrees that the prohibitions against disclosures of Confidential Information recited herein are in addition to, and not in lieu of, any rights or remedies that Clear Channel may have available pursuant to the laws of any jurisdiction or common law to prevent the disclosure of trade secrets or other confidential or proprietary information, and the enforcement by Clear Channel of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that it may possess in law or equity absent this Agreement.

3.4 Notwithstanding the provisions of this Section 3, the parties acknowledge and agree that this Section 3.2 shall not restrict or hinder in any way Cumulus’ management or operation of those stations owned by Cumulus in the Youngstown, OH market, or the use of Confidential Information that is otherwise relevant and applicable to other markets owned by Cumulus.

4. Equitable Relief. Cumulus acknowledges that the expertise of Cumulus in the Business described herein is of a special, unique, unusual, extraordinary, and intellectual character, which gives said expertise a pecuniary value; that a breach of any of the provisions contained in this Agreement will cause Clear Channel irreparable injury and damage; and that a breach by Cumulus of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. Cumulus further acknowledges that each of License Co. and CBLLC possesses unique skills, knowledge, and ability and that competition in violation of this Agreement or any other breach of the provisions of this Agreement would be extremely detrimental to Clear Channel. By reason thereof, each of License Co. and CBLLC agrees that Clear Channel shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach.

5. Assignability. Clear Channel may transfer or assign this Agreement (in whole or in part) to any entity with which Clear Channel may be merged or consolidated or which may

acquire all or substantially all of its stock and/or property of Clear Channel, or to any other affiliate or subsidiary of Clear Channel or to a third party which signs a new purchase agreement with Clear Channel or to which the Exchange Agreement is assigned by Clear Channel pursuant to Section 17.2 of the Exchange Agreement. This Agreement shall inure to the benefit of and be binding upon such successors or assigns of Clear Channel. If this Agreement is assigned in accordance with the foregoing provisions, all references herein to Clear Channel shall likewise be deemed to be references to the successor or assignee. Cumulus may not transfer, assign, or otherwise convey this Agreement or any part of Cumulus' interest herein.

6. Modification and Severability. If any provision of this Agreement is deemed unreasonably broad or unenforceable as written by a court of competent jurisdiction, the parties agree that such a court shall modify the offending provision such as to render it enforceable to the fullest extent possible against Cumulus. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

7. Notices. All notices shall be in writing (including facsimile transmission) and shall be deemed to have been duly given if delivered personally, when received by facsimile communications equipment or when deposited in the mail if mailed via registered or certified mail, return receipt requested, postage prepaid to the other party hereto at the following addresses:

If to Clear Channel: Clear Channel Broadcasting, Inc.
200 E. Basse Road
San Antonio, Texas 78209
Attention: Jerry Kersting
Facsimile: (210) 822-2299

with copies to:

Clear Channel Management Services
200 E. Basse
San Antonio, Texas 78209
Attention: Legal Department
Facsimile: (210) 832-3428

If to Cumulus: Cumulus Broadcasting LLC
3535 Piedmont Rd.
Building 14, 14th Floor
Atlanta, Georgia 30305
Attn: Mr. Lewis W. Dickey, Jr., President
Phone: (404) 260-6600
Fax: (404) 443-0742

with copies to:

Cumulus Broadcasting LLC
3535 Piedmont Rd.
Building 14, 14th Floor
Atlanta, Georgia 30305
Attn: Richard S. Denning, Esq.
Phone: (404) 260-6600
Fax: (404) 260-6877

or to such other addresses as any such party may designate in writing in accordance with this Section 7.

8. Waiver. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Entire Agreement. This Agreement and the Exchange Agreement constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all other agreements, undertakings, restrictions, warranties, or representations relating to said subject matter between the parties other than those set forth herein or in the Exchange Agreement. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement signed by the party against whom enforcement of such amendment is sought.

10. Governing Law. The terms of this Agreement shall be construed and enforced in accordance with the internal laws of the State of Ohio, without regard to principles of conflict of laws.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

CLEAR CHANNEL:

CAPSTAR RADIO OPERATING COMPANY

By: _____

Name

Title

CAPSTAR TX LIMITED PARTNERSHIP

By: AMFM SHAMROCK TEXAS, INC.,
General Partner

By: _____

Name

Title

CUMULUS BROADCASTING LLC

By: _____

Name: _____

Title: _____

CUMULUS LICENSING LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Territory

The Canton Metro Area, as determined by Arbitron's defined Metro Survey Areas.