

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

This LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of the date set forth below between CAPSTAR TX LIMITED PARTNERSHIP, a Delaware limited partnership ("Licensee"), and Cenla Broadcasting Company, Inc., a Louisiana corporation ("Programmer").

### Recitals:

A. Licensee owns and operates the following radio stations (each a "Station" and collectively the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

<u>Station</u>	<u>Community of License</u>
KRRV-FM	Alexandria, LA
KZMZ-FM	Alexandria, LA
KKST-FM	Oakdale, LA
KDBS-AM	Alexandria, LA

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations and streaming on the internet on the terms set forth in this Agreement.

C. Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") with respect to the Stations.

### Agreement:

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on August 1, 2006 (the "Commencement Date") and will continue until the date one (1) year thereafter, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Stations' transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Stations' broadcasts prior to commencement of the Term. Subject to the provisions of Section 6

below, Programmer may present the Programs in any music or other format, whether consistent with Licensee's prior Station formats or not. Notwithstanding anything herein to the contrary, the Stations shall, during the LMA, continue to broadcast any programming required by the Licensee's Station Contracts (hereinafter defined), until the earlier of the termination or cancellation by Licensee or expiration of such agreements, or the termination of this Agreement. The "Station Contracts", as used herein, shall mean the following: Premiere Radio Networks (The Big D and Bubba Show – KRRV), Premiere Radio Networks (The Bob and Tom Show – KZMZ/KRRV), Premiere Radio Networks (Delilah – KKST)\*, Premiere MediaBase 24/7 – KZMZ), Premiere Radio Networks (The Jim Rome Show – KDBS)\*, Murphy, Sam & Jodi (KKST)\*, Associated Press (3 FMs)\*, The Daily Aardvark License Agreement (KKST), Media Tracks Communications – Viewpoints (all stations), Wilbur Entertainment – The Tour Bus (KZMZ), ESPN (KDBS), Tight Lines with Sammy Lee (KDBS)\*, WestStar (KKST)\*, The John Tesh Radio Show (KKST)\*, Atlas Media (Russ Albums Wax Museum (KZMZ), TM Century (KZMZ), Jeff Rechner Voice Boy (KKST), Fox News Radio Affiliation Agreement (KDBS), and the Premiere Radio Networks Letter Agreement (all stations). Upon the execution date hereof, Licensee shall attempt to immediately cancel those Station Contracts designated above with an asterisk (\*), and if any commitments to continue airing commercials arise from such immediate cancellation, Programmer will air such commercials during the LMA.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs over the broadcast frequencies of the Stations and stream such programming over the internet, subject to the provisions of Section 6 below. During the Term, Licensee shall provide Programmer with the benefits of the Station Contracts (including, without limitation, all monies paid or consideration or commercial avails provided to Licensee to air the programming under same, allocable to the period on and after August 1, 2006, whether received prior to, during or after termination of, this Agreement) and Programmer shall perform the obligations of Licensee thereunder.

4. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all the collections from its sale of advertising on the Stations. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement, unless such termination occurs automatically by the closing of the Purchase Agreement.

5. Payments. Subject to such prorations or adjustments as provided herein, for the broadcast and internet streaming of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Without limiting the generality of the

foregoing, Licensee will: (1) employ a manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ a second employee for the Stations, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. In case of any such preemption or substitution, Licensee shall use best efforts to provide reasonable advance notice to Programmer. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. Music Licenses. During the Term, Licensee will obtain and maintain its current music licenses ("Music Licenses") with respect to the Stations. All Music Licenses fees during the Term shall be reimbursed by Programmer. Licensee represents and warrants that (i) the Music Licenses specifically permit the broadcast of music on the Stations, and (ii) Licensee shall, at Programmer's sole cost and expense, obtain rights to stream such music throughout the entire Term hereof.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs shall conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7, and October 7 of every year during the Term, Programmer shall provide Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to

comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee. Subject to Section 5, Licensee will pay for its employees contemplated by Section 6, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 5, Licensee will provide all personnel necessary for the broadcast transmission and internet streaming of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel. Licensee shall maintain the quality of the Stations' signals throughout the Term and promptly address any engineering problems relating to same.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Stations and shall repair and maintain the Stations' towers, transmitter sites, equipment and studios consistent with its good engineering practices and in compliance in all material respects with the Stations licenses, rules and regulations of the FCC, Federal Aviation Administration or other applicable governmental authority.

12. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Termination; Purchase Agreement. This Agreement shall terminate upon closing under the Purchase Agreement. This Agreement may be terminated by either party in the event

of any expiration or termination of the Purchase Agreement, and by Programmer in the event the FCC denies any application for assignment of the Stations' licenses; provided, however, Programmer shall at all times remain liable for any fees and expenses owing to Licensee hereunder attributable to the period prior to any termination or expiration hereof.

14. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect; or (iv) Programmer becomes insolvent or generally unable to pay its debts when due or becomes subject to a bankruptcy or insolvency proceeding or other similar proceeding.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason, other than at Closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder, but if continuing for a period of fifteen (15) consecutive days or longer for the Stations or any Station, shall entitle Programmer to terminate this Agreement.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming under the Station Contracts or otherwise on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade

names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Stations' public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Programmer:

Cenla Broadcasting Company, Inc.  
1115 Texas Avenue  
Alexandria, LA 71301  
Attention: Charles Soprano  
Facsimile No.: 318-445-7231

with a copy (which shall not  
constitute notice) to:

Hardy, Carey, Chautin & Balkin, LLP  
110 Veterans Memorial Boulevard, Suite 300  
Metairie, LA 70005  
Attention: Joseph C. Chautin, III  
Facsimile No.: (504) 830-4659

If to Licensee:

Capstar TX Limited Partnership  
c/o Clear Channel Broadcasting  
200 East Basse Road  
San Antonio, TX 78209  
Attention: President  
Facsimile No.: (210) 822-2299  
Attention: Chief Legal Officer  
Facsimile No.: (210) 832-3428

with a copy (which shall  
not constitute notice) to:

Wiley Rein & Fielding LLP  
1776 K Street, N.W.  
Washington, DC 20006  
Attention: Doc Bodensteiner  
Facsimile No.: (202) 719-7049

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by both parties hereto. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO  
LOCAL PROGRAMMING AND MARKETING AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the 14<sup>th</sup> day of July, 2006.

**PROGRAMMER:**

CENLA BROADCASTING COMPANY, INC.

By: \_\_\_\_\_

Charles Soprano, Vice President

7-14-06 2:00pm

**LICENSEE:**

CAPSTAR TX LIMITED PARTNERSHIP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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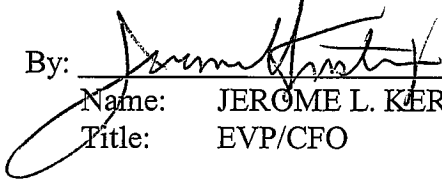
**PROGRAMMER:**

CENLA BROADCASTING COMPANY, INC.

By: \_\_\_\_\_  
Charles Soprano, Vice President

**LICENSEE:**

CAPSTAR TX LIMITED PARTNERSHIP

By:  \_\_\_\_\_  
Name: JEROME L. KERSTING  
Title: EVP/CFO

## SCHEDULE A TO LMA

Programmer shall reimburse Licensee for the operating and maintenance expenses of the Stations during the LMA incurred by Licensee in the ordinary course of business. The LMA Payment shall be pro-rated for any partial month.

For purposes of this Schedule A, the operating and maintenance expenses of the Stations include (i) the salary expenses relating to the two (2) employees described in Section 6 herein, (ii) all rental or lease amounts for tower space, transmitter site, equipment or studio space, (iii) the Music License Fees and any other fees incurred by Licensee relating to internet streaming, (iv) utility costs related to the main studio and transmitter site operations, including without limitation, natural gas, electricity and water, (v) property, hazard and liability insurance for the Stations' facilities and operations, (vi) telephone charges, (vii) office supplies, and (viii) maintenance charges incurred by Licensee in the ordinary course of business relating to the Station(s). Further, for purposes of this Schedule A, "maintenance charges" shall not include the cost of equipment replacement covered by Licensee's insurance during the LMA.