

Clear Channel Broadcasting, Inc.
200 E. Basse Road
San Antonio, Texas 78209

March 1, 2001

NEWCO Temecula, LLC
P.O. Box 8173
Hemet, California 92545
Attention: William Hull, President

Re: Radio Broadcast Station KFXM-FM ("KFXM"), Temecula, California

Escrow Agreement (the "Escrow Agreement") of even date herewith among Clear Channel Broadcasting, Inc., a Nevada corporation ("Clear Channel"), NEWCO Temecula, LLC, a California limited liability company ("NEWCO"), and Bank of America, NA (the "Escrow Agent")

Auction Agreement dated February 16, 2001 among NEWCO, Kimler Broadcasting, Inc. ("Kimler"), and other members in NEWCO (the "Auction Agreement")

Ladies and Gentlemen:

This letter sets forth certain agreements of the parties in connection with an escrow deposit being made by Clear Channel, as assignee of Kimler as the Winning Bidder (as defined in the Auction Agreement) at the auction held pursuant to the Auction Agreement, relating to the purchase and sale of the construction permit, equipment, and certain contracts used or useful in the business and operation of KFXM (the "Station Assets") for an aggregate purchase price (the "Purchase Price") of Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000) (\$10,000 of which has been paid in the form of a check held by NEWCO counsel). Concurrent herewith, Clear Channel is depositing One Million Five Hundred Forty-Six Thousand Two Hundred Fifty Dollars (\$1,546,250) (25% of the Purchase Price, less \$10,000), and the \$10,000 is being separately deposited by NEWCO, (collectively, the "Escrow Deposit") with the Escrow Agent pursuant hereto. The Escrow Deposit shall be held by the Escrow Agent pursuant to the Escrow Agreement and shall be released as set forth herein.

NEWCO and Clear Channel shall cooperate to prepare and execute an asset purchase agreement between them for the sale and purchase of the Station Assets, and to file an assignment application with the FCC within 30 days of the date hereof. NEWCO and Clear Channel shall negotiate in good faith and shall develop an agreement with reasonable terms and conditions customary for contracts of this type. Notwithstanding the foregoing, the

auction process shall be deemed to create a contractual relationship between NEWCO and Clear Channel. Absent the creation of a more definitive contract, NEWCO and Clear Channel may submit documentation of this auction with the assignment application as the required documentation of the transaction. The Escrow Deposit shall be applied to the Purchase Price at the closing of the purchase of the Station Assets by Clear Channel, and all interest accrued thereon shall be returned to Clear Channel, and shall otherwise be treated as set forth in the Auction Agreement.

The parties shall instruct the Escrow Agent to disburse the Escrow Deposit and any interest accrued thereon as set forth herein. NEWCO hereby acknowledges, represents and warrants to Clear Channel that, by making the Escrow Deposit, Clear Channel or its designee has the right to purchase the Station Assets from NEWCO for the Purchase Price free and clear of liens, claims and encumbrances, and that NEWCO is the holder of the CP and has obtained all consents, other than the consent of the FCC, necessary to effect such purchase and sale. This letter agreement may be executed in separate counterparts with the same force and effect as if all signatures appeared on one and the same page.


972591

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LETTER AGREEMENT

Sincerely,

CLEAR CHANNEL BROADCASTING, INC.

By: 
Name: _____
Title: **RANDALL T. MAYS**
EXEC VP / CFO

AGREED:

NEWCO TEMECULA, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO LETTER AGREEMENT

Sincerely,

CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name: _____
Title: _____

AGREED:

NEWCO TEMECULA, LLC

By:

Name:

Title:

William B. Hull
William B. Hull
President/Managing Member