

## EXHIBIT A

### LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this “Agreement”), is made as of the date set forth below among the company or companies set forth as Clear Channel on the signature page hereto (collectively, “Clear Channel”) and the company or companies set forth as CBS on the signature page hereto (collectively, “CBS”).

#### Recitals

CBS is the licensee of and operates the following radio broadcast stations (each of the following, a “CBS Station,” and collectively, the “CBS Stations”):

KBKS-FM, Tacoma, Washington (Facility ID No. 27020)  
KXJM(FM), Banks, Oregon (Facility ID No. 12551)  
KLTH(FM), Lake Oswego, Oregon (Facility ID No. 4115)  
KQJK(FM), Roseville, California (Facility ID No. 11273)  
WQSR(FM), Baltimore, Maryland (Facility ID No. 63778)

CBS and Clear Channel are parties to that certain asset exchange agreement dated December \_\_, 2008 (the “Exchange Agreement”) with respect to the CBS Stations and certain radio stations owned by Clear Channel (the “Clear Channel Stations”). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Exchange Agreement.

Pending consummation of the transactions provided in the Exchange Agreement, Clear Channel desires to acquire time on the CBS Stations for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the “FCC”).

CBS (as programmer) and Clear Channel (as licensee) are parties to another Local Marketing Agreement (the “Clear Channel Stations LMA”) of even date herewith with respect to the Clear Channel Stations.

#### Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

##### 1. SALE OF TIME

1.1 Broadcast of Programming. During the Term (as defined below), CBS shall make available broadcast time on the CBS Stations for the broadcast of Clear Channel’s programs (the “Programming”) for up to 168 hours a week except for: (a)

downtime occasioned by routine maintenance at reasonable times consistent with prior practice and upon 48 hours prior notice to Clear Channel; (b) [2 hours between 5:00 a.m. and 7:00 a.m. on Sunday mornings] on the CBS Stations and at other times mutually agreeable to CBS and Clear Channel during which time CBS may broadcast programming designed to address the concerns, needs and interests of the CBS Stations' listeners; (c) times when Clear Channel's programs are not accepted or are preempted by CBS in accordance with this Agreement; and (d) times when the CBS Stations are not broadcasting because of Force Majeure Events (as defined below).

1.2 Advertising and Programming Revenues. During the Term, Clear Channel shall have the exclusive right to sell commercial time on the CBS Stations. During the Term, Clear Channel shall retain and will be exclusively responsible for collection of all revenues from the broadcast or sale of all advertising time on any and all of the CBS Stations and all other sources of revenue arising from the CBS Station Assets and advertising (including without limitation all revenue from income leases included in the CBS Station Assets and the Stations' websites), and all the same shall be the sole and exclusive assets of Clear Channel. Except as provided in Section 1.9, any revenue from CBS Excluded Assets shall be retained by CBS.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of CBS or Clear Channel (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement, and neither CBS nor Clear Channel, as the case may be, will be liable to the other party therefor.

1.4 Program Origination. During the Term, Clear Channel shall originate the Programming from its own facilities and shall deliver the Programming, for broadcast by CBS, to the CBS Stations' transmission facilities.

1.5 Payments. In consideration of the rights granted under this Agreement, Clear Channel shall pay CBS the fee and reimburse certain of CBS's costs as provided in *Schedule 1.5* hereto.

1.6 Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m., local CBS Station time (the "LMA Effective Time"), on the date hereof (the "Commencement Date"), and shall terminate on the earlier of (a) 12:01 a.m. on the date of the consummation of the purchase of the CBS Stations pursuant to the Exchange Agreement, (b) 12:01 a.m. on the date which is two months after the date of the termination of the Exchange Agreement for any reason other than the closing thereunder, except that CBS shall have the option to terminate this Agreement upon 30 days written notice to Clear Channel, and (c) such time as this Agreement is terminated in accordance with its terms pursuant to Section 8.

1.7 License to Use Call Signs and Trademarks. CBS hereby grants Clear Channel a license to use the call signs and trademarks and names included in the CBS

Station Assets or to be licensed by CBS to Clear Channel under the Exchange Agreement (the “Marks”) in connection with the broadcast and promotion of the Programming during the Term. Clear Channel agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of CBS that are made known to Clear Channel. If CBS becomes aware of any fact which in its opinion indicates that Clear Channel is using the Marks in connection with programming that does not conform with CBS’s reasonable quality standards, CBS may notify Clear Channel in writing of such facts and request that Clear Channel conform its use of the Marks to CBS’s reasonable quality standards. If Clear Channel does not conform its use of the Marks within 30 days of receipt of such notice, CBS may terminate the license granted hereby upon written notice to Clear Channel. Clear Channel agrees to cooperate with CBS to control the nature and use of the Marks, to supply CBS with audio tapes and uses of the Marks upon CBS’s reasonable request, and to use the Marks only in connection with its providing programming on the CBS Stations hereunder (including without limitation in any promotional material for any CBS Station in any media). Clear Channel further agrees to notify CBS in writing of any legal action commenced against it which relates to the Marks or to the quality of the Programming within 10 days of notice to Clear Channel of such action.

1.8 Programming. Notwithstanding anything herein to the contrary, during the Term, the CBS Stations shall continue to broadcast any programming and commercial announcements required to be aired under the terms of the CBS Station Contracts, but shall not broadcast any programming and commercial announcements required to be aired under the terms of the contracts that constitute CBS Excluded Assets. During the Term, to the extent reasonably necessary to perform this Agreement and to the extent of CBS’s rights therein, CBS shall provide Clear Channel with the benefits of any CBS Station Contracts and, if so provided, then Clear Channel shall comply with the terms thereof and perform the obligations of CBS thereunder. If requested by Clear Channel, CBS shall timely deliver notices of termination with respect to any CBS Station Contracts in accordance with their terms.

1.9 Station Web Sites. During the Term of the LMA, CBS shall continue to host and provide content for the CBS Stations’ web sites, provided that Clear Channel shall cause its employees to upload any local content to the extent that such functions have previously been performed by employees of the CBS Stations. Clear Channel shall be entitled to all revenue from the sale of local advertising on the web sites and to an allocation of national advertising revenue in a manner consistent with past practices of CBS with respect to the CBS Stations.

## 2. OBLIGATIONS AND RIGHTS OF CBS

Clear Channel acknowledges and agrees that CBS is and shall remain responsible for operating the CBS Stations in the public interest and controlling the day-to-day operations of the CBS Stations in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, CBS and Clear Channel agree as follows:

2.1 CBS's Absolute Right to Reject Programming. CBS shall have the absolute right to reject any Programming which CBS in its sole reasonable discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "Communications Act"), or the FCC's rules, regulations and policies (the "Rules," and together with the Communications Act, the "Communications Laws"). CBS reserves the right to refuse to broadcast any Programming containing any matter that CBS in its sole reasonable discretion believes is in violation of the Communications Laws. CBS may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this Section 2.1 without reduction or offset in the payments due CBS under this Agreement. CBS may delete any advertising announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

2.2 CBS's Right to Preempt Programming for Special Events. CBS shall have the absolute right to preempt Programming in order to broadcast a program deemed by CBS, in its sole reasonable discretion, to be of greater national, regional or local public interest or significance. In all such cases, CBS will use commercially reasonable efforts to give Clear Channel reasonable advance notice of its intention to preempt the Programming.

2.3 CBS's Public Service Programming. CBS shall have the right to broadcast public service programming at the times set forth in Section 1.1 hereof.

2.4 Political Advertising, Public File, Etc. The parties acknowledge that CBS is ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the CBS Stations' logs; (d) the ascertainment of issues of community concern and (e) the preparation of all quarterly issues/programs lists.

2.5 Maintenance and Repair of Transmission Facilities. Subject to *Schedule 1.5* of this Agreement and Section 5.4 of the Exchange Agreement, CBS shall maintain, in all material respects, the CBS Stations' transmission equipment and facilities, including the antennas, transmitters and transmission lines, consistent with past practice, and CBS shall continue to contract with local utility companies for the delivery of electrical power to the CBS Stations' transmitting facilities at all times in order to ensure operation of the CBS Stations. Subject to *Schedule 1.5* of this Agreement and Section 5.4 of the Exchange Agreement and Section 1.3 of this Agreement, CBS shall maintain the operating power of the CBS Stations consistent with past practice.

2.6 Main Studio. CBS shall maintain a main studio for each of the CBS Stations as required under the Communications Laws.

### 3. OBLIGATIONS AND RIGHTS OF CLEAR CHANNEL

Whenever at the main studios or otherwise on the CBS Stations' premises, all of Clear Channel's personnel shall be subject to the supervision and the direction of the General Managers and/or the CBS Stations' Chief Operators. Without limiting the generality of the foregoing, Clear Channel agrees as follows:

3.1 Compliance with Laws and CBS Station Policies. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the CBS Stations, and the programming regulations prescribed in *Schedule 3.1* hereto. At no time during the Term shall Clear Channel or its employees or agents represent, hold out, describe or portray Clear Channel as the licensee of the CBS Stations.

3.2 Cooperation with CBS. Clear Channel, on behalf of CBS, shall furnish or insert within the Programming all CBS Station identification announcements required by the Communications Laws, and shall, upon request by CBS, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the CBS Stations as those needs and interests are made known by CBS to Clear Channel, so as to assist CBS in the preparation of any required programming reports, and (b) other reasonably requested information to enable CBS to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Clear Channel shall maintain and deliver to CBS all records and information in its possession that is required by the FCC to be placed in the public inspection file of the CBS Stations, including all records and information pertaining to the broadcast of political programming and advertisements in accordance with applicable law. Clear Channel additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply in all material respects with the Rules. Clear Channel shall consult with CBS and adhere in all material respects to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Clear Channel shall cooperate with CBS to ensure compliance with the Rules regarding Emergency Alert System tests and alerts in accordance with CBS's instructions.

3.3 Payola and Plugola. Clear Channel shall provide to CBS in advance any information known to Clear Channel regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to CBS by Clear Channel for broadcast on the CBS Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Clear Channel shall at all

times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 Handling of Communications. Each party shall provide the other with the original or a copy of any written comments, suggestions or correspondence from a member of the public relating to the Programming or the CBS Stations and CBS shall include such letters in the applicable CBS Station's public inspection file as appropriate. CBS shall not be required to receive or handle mail, facsimiles, e-mails or telephone calls in connection with the Programming unless CBS has agreed to do so in writing. CBS shall promptly forward to Clear Channel all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5 Compliance with Copyright Act. Clear Channel shall not broadcast any material on the CBS Stations in violation of the Copyright Act or the rights of any third party. During the Term, CBS and Clear Channel shall maintain music licenses with respect to the CBS Stations and the Programming, as appropriate.

#### 4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

##### 4.1 CBS's Responsibility for Employees and Expenses.

(a) During the Term, CBS will employ a full-time management-level employee for each market in which the CBS Stations are located (each, a "General Manager"), who shall report and be solely accountable to CBS and shall be responsible for overseeing the operations of the CBS Stations, and a staff-level employee for each market in which the CBS Stations are located, who shall report to and assist the applicable General Manager in the performance of his or her duties. The General Manager and staff-level employee for the CBS Stations may be shared with other stations licensed to CBS or its affiliates in the same market. CBS shall also retain qualified Chief Operators, as that term is defined in the Communications Laws, for each of the CBS Stations. The Chief Operators shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws.

(b) Subject to *Schedule 1.5* hereto, CBS shall be responsible for timely paying: (i) all lease payments under the CBS Real Property Leases, including all lease payments for the CBS Stations' transmitter sites, whether in use or not, and all taxes and other costs incident thereto, including insurance costs, (ii) all utility costs (telephone, electricity, etc.) relating to the transmitter sites, (iii) all maintenance and repair costs for the transmitting equipment that are CBS's responsibility under Section 2.5, (iv) all costs, including utilities, taxes, insurance and maintenance, relating to the ownership of the CBS Owned Real Property, (v) the salaries, taxes, insurance and related costs for CBS's personnel for the CBS Stations, and (vi) all FCC regulatory or filing fees.

4.2 Clear Channel's Responsibility for Employees and Expenses. Clear Channel shall provide any transmitter duty operators required for the operation of the

CBS Stations during any period when the Programming is being broadcast. Clear Channel shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement and the costs of delivering the Programming to CBS.

5. [INTENTIONALLY OMITTED]

6. REPRESENTATIONS

6.1 Representations. CBS and Clear Channel 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.

7. INDEMNIFICATION

7.1 Indemnification. Each of Clear Channel and CBS shall indemnify, defend, protect and hold harmless the other, its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all Damages arising from (a) any programming provided by such party for broadcast on the CBS Stations, including any Damages arising from any investigation initiated or fines or forfeitures imposed by the FCC; (b) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the CBS Stations of the programming provided by such party; (c) any claim arising from such party's or its employees', agents' or invitees' use and/or occupancy of the CBS Stations or any of the CBS Station Assets, including any Damages arising from any claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; or (d) any breach by such party of any representation, warranty, covenant or other agreement hereunder. The obligations under this Section shall survive any termination of this Agreement.

7.2 Procedure for Indemnification. Any claims for indemnification made under this Agreement shall be made pursuant to the procedures set forth in Section 9.3 of the Exchange Agreement.

8. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING

8.1 Termination. This Agreement may be terminated as follows:

(a) By either CBS or Clear Channel, upon written notice to the other party, if, subject to Section 10.4, this Agreement shall have been declared invalid or

illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

- (b) By the mutual consent of both parties;
- (c) Simultaneously with the termination of the Clear Channel Stations LMA for any reason;
- (d) As provided in Section 1.6 hereof;
- (e) By written notice of CBS to Clear Channel if Clear Channel fails to pay when due any payment required under this Agreement and such failure is not cured within five (5) business days after written notice of CBS to Clear Channel, provided, however, that if such a failure occurs two or more times then thereafter there shall be no cure period for a Clear Channel monetary default under this Agreement;
- (f) By written notice of CBS to Clear Channel if Clear Channel fails to observe or perform any of its other obligations contained in this Agreement in any material respect or breaches any representation or warranty made by it under this Agreement in any material respect and such failure or breach is not cured within ten (10) business days after written notice of CBS to Clear Channel; or
- (g) By written notice of Clear Channel to CBS if CBS fails to observe or perform any of its other obligations contained in this Agreement in any material respect or breaches any representation or warranty made by it under this Agreement in any material respect and such failure or breach is not cured within ten (10) business days after written notice of Clear Channel to CBS.

8.2 Effect of Termination. If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Exchange Agreement, the parties shall cooperate in good faith to restore the status quo ante. No expiration or termination of this Agreement shall terminate the indemnification or payment obligations of Clear Channel or CBS hereunder.

## 9. FCC CERTIFICATIONS

9.1 CBS's Certifications. CBS hereby certifies that it shall maintain ultimate control over the CBS Stations' facilities, including specifically control over the CBS Stations' finances, personnel, and programming.

### 9.2 Clear Channel's Certifications.

(a) Clear Channel hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules and regulations.



(b) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Clear Channel shall not discriminate in any contract for advertising on the CBS Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Clear Channel shall include a clause to such effect in all contracts for advertising on the CBS Stations, and if requested shall provide written confirmation of compliance with such requirement.

(c) The parties acknowledge that the CBS Stations are subject to the terms of a Consent Decree and associated Business Reforms adopted in Federal Communications Commission Order No. FCC 07-27, and that during the Term, Clear Channel shall comply with the terms and conditions of such Consent Decree and Business Reforms. CBS shall be afforded reasonable access to the CBS Stations' records and personnel to ensure such compliance with the Order, Consent Decree and Business Reforms.

## 10. MISCELLANEOUS

10.1 Amendments. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2 No Waiver; Remedies Cumulative. No failure or delay on the part of CBS or Clear Channel in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

10.3 Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Wilmington, Delaware, and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. CLEAR CHANNEL AND CBS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Clear Channel and CBS hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

10.4 Change in FCC Rules or Policies; Severability. In the event that the FCC or any court or other governmental authority determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves the parties' intended benefits hereunder. In the event that any of the provisions of this Agreement shall be held unenforceable, then so long as no party is deprived of the benefits of this Agreement in any material respect, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

10.5 Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

10.6 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

10.7 Entire Agreement. This Agreement and the Exchange Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

10.8 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent.

10.9 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.10 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, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Clear Channel:

Clear Channel Broadcasting, Inc.

200 E. Basse Road  
San Antonio, TX 78209  
Attention: Dirk Eller  
Facsimile: (210) 822-2299

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

Clear Channel Broadcasting, Inc.  
Legal Department  
200 E. Basse Road  
San Antonio, TX 78209  
Attention: Christopher M. Cain, Esq.  
Facsimile: (210) 832-3433

and to:

Wiley Rein LLP  
1776 K Street, N.W.  
Washington, D.C. 20006  
Attention: Doc Bodensteiner  
Facsimile: (202) 719-7049

if to CBS:

CBS Radio, Inc.  
1515 Broadway, 46<sup>th</sup> Floor  
New York, NY 10036  
Attention: Mr. Anton Guitano  
Facsimile: (212) 846-3999

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

CBS Corporation  
51 W. 52nd Street  
New York, NY 10019  
Attention: General Counsel  
Facsimile: (212) 975-4215

and to:

Leventhal Senter & Lerman PLLC  
2000 K Street, N.W., Suite 600  
Washington, D.C. 20006  
Attention: Meredith Senter  
Facsimile: (202) 293-7783

10.11 Counterparts. 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.

Dated as of: \_\_\_\_\_, 2009

[SIGNATURE PAGE FOLLOWS]

12936402

SIGNATURE PAGE TO CBS STATIONS LMA

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

CBS:

CBS RADIO HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

CLEAR CHANNEL:

CITICASTERS CO.  
CITICASTERS LICENSES, L.P.  
CAPSTAR RADIO OPERATING COMPANY  
AMFM TEXAS LICENSES LP

By: \_\_\_\_\_  
Name:  
Title: