

**EXHIBIT D – FORM OF NONCOMPETITION AGREEMENT**

This Noncompetition Agreement (“*Agreement*”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2003 among Citadel Broadcasting Company, a Nevada corporation (“*Citadel*”), and (i) J. Collins Miller III and Candace J. Miller, who reside at 1806 Cardinal Court, Pontiac, IL 61764, (ii) Lane M. Lindstrom, who resides at 205 E. Howard Street, Pontiac, IL 61764, and (iii) Thomas W. Ewing, who resides at 310 W. Lincoln Street, Pontiac, IL 61764 (together, “*Noncompete Parties*”).

WHEREAS, under a Real Property and Stock Purchase Agreement (the “*Purchase Agreement*”), dated January \_\_\_\_, 2003, Citadel has agreed to acquire all of the issued and outstanding shares of capital stock of Livingston County Broadcasters, Inc., licensee of radio Stations WLDC(FM), Dwight, Illinois, and WJEZ(FM), Pontiac, Illinois (the “*Stations*”) and the real property owned by certain of the Noncompete Parties that is used in the operation of the Stations; and

WHEREAS, the Noncompete Parties have extensive knowledge and experience concerning the business and operation of the Stations; and

WHEREAS, as a material inducement to Citadel to enter into the Purchase Agreement, the Noncompete Parties have agreed not to compete against Citadel during the term of this Agreement pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Citadel and the Noncompete Parties hereby agree as follows:

1. Fees/Term.

1.1 For the services rendered hereunder, the Noncompete Parties shall jointly be paid a fee in the amount of One Million Two Hundred Forty-Six Thousand Dollars (\$1,246,000.00) (the “*Noncompete Fee*”), to be allocated among the Noncompete Parties as follows: \$1,070,189.40 jointly to J. Collins Miller III and Candace J. Miller, \$146,529.60 to Lane M. Lindstrom, and \$29,281.00 to Thomas W. Ewing. The Noncompete Fee shall be paid to Noncompete Parties at the Closing (as such is defined in the Purchase Agreement).

1.2 The term of this Agreement shall be three (3) years commencing upon execution by all parties of this Agreement (the “*Term*”).

2. Restrictive Covenants.

2.1 Agreement Not to Compete. During the Term hereof (the “*Restrictive Period*”), except for stations under Citadel’s control, or with Citadel’s express prior written consent, the Noncompete Parties shall not, directly or indirectly own, manage, operate, consult for, control or be employed by, participate in, or be connected in any manner with the ownership,

management, operation or control, of any radio station licensed to a community of license within Livingston or McLean Counties, Illinois (the “*Restricted Area*”).

2.2 Non-Solicitation/Non-Hiring of Employees. During the Restrictive Period, Noncompete Parties shall not, directly or indirectly, contact any person who is an employee of Citadel for the purpose of inducing such person to leave the employ of Citadel, nor shall Noncompete Parties, directly or indirectly, hire any such employee or any person who, during the 12 months prior to the date hereof, was an employee of Citadel.

2.3 Non-Disparagement. During the Restrictive Period, the parties hereto shall not, directly or indirectly, make or assist in the making of any disparaging statements, references or innuendo as to the quality of the services or integrity of the other party with respect to the operation of their businesses.

2.4 Non-Interference with Customers. During the Restrictive Period, Noncompete Parties shall not directly or indirectly, request or advise any customers of Citadel to cancel any contracts with Citadel or curtail their dealings with Citadel.

2.5 Non-Interference with Providers. During the Restrictive Period, Noncompete Parties shall not directly or indirectly, request or advise any service provider or financial resource of the Stations or Citadel to withdraw, curtail, or cancel the furnishing of such service or resource to Citadel.

2.6 Notice of Claims, Opportunity to Cease and Desist. In the event that any action, claim or demand is sought to be asserted on behalf of Citadel, Citadel shall notify the Noncompete Parties in writing of such action, claim or demand (the “*Claim*”), specifying to the extent known, the nature and circumstances of such Claim, and Noncompete Parties agree to immediately cease and desist from violating this Agreement. Noncompete Parties’ compliance with the notification to cease and desist shall not constitute a release by Citadel from any actual damages arising from Consultant’s breach of this Agreement.

### 3 Confidential Information.

3.1 Restrictions. The Noncompete Parties acknowledge that they might have access to and knowledge of certain confidential information and trade secrets of the business of Citadel, including but not limited to: (1) knowledge or information regarding budget and finances of Citadel; (2) trade secrets, marketing plans and strategies; (3) lists and identities of customers, rates charged to customers for air time and other services; (4) sales campaign information; (5) training information; (6) programming information; and (7) other matters related to the business of Citadel which the Noncompete Parties have acquired or are aware of, or which may have been imparted to them in the course of this Agreement (collectively, “*Confidential Information*”). The Noncompete Parties covenant and agree (i) to maintain the Confidential Information in strict confidence; (ii) to not disclose, divulge, reveal, report, publish, or transfer, for any purpose whatsoever, directly or indirectly, any of the Confidential Information; (iii) to not use any Confidential Information to the detriment of Citadel, or for the direct or indirect

benefit of any person, firm, corporation or entity in competition with Citadel; and (iv) not to authorize or permit such use or disclosure of Confidential Information.

3.2 Identification of Confidential Information. Failure to mark any Confidential Information as confidential, proprietary or protected shall not affect its status as part of the Confidential Information under the terms of this Agreement.

3.3 Written or Oral Confidential Information Covered. The term “Confidential Information” shall include both written and oral information of the type described in Section 3. 1. Information does not have to be written to be protected.

3.4 Unique Nature of Agreement. The covenants made in Sections 2 and 3 above are of a unique and special nature. Any violation of these covenants by the Noncompete Parties will result in immediate and irreparable harm to Citadel. In such event, Citadel shall be entitled to an injunction or a decree of specific performance from a court of equity in addition to other rights or remedies which Citadel may have at law or in equity, all of which rights shall be cumulative. The Noncompete Parties hereby waive the right to assert the defense that any such breach or violation can be adequately compensated in damages in an action at law.

4. Reasonableness of Restrictions. The Noncompete Parties have carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the interests of Citadel.

5. Severability. The covenants, provisions and sections of this Agreement are severable, and in the event that any portion of this Agreement is held to be unlawful or unenforceable, the same will not affect any other portion of this Agreement, and the remaining terms and conditions or portions thereof will remain in full force and effect. This Agreement will be construed in such case as if such unlawful or unenforceable portion had never been contained in this Agreement, in order to effectuate the intentions of the parties in executing this Agreement.

6. Reformation. In furtherance and not in limitation of the provisions of Section 6, if any provision contained in this Agreement is held to be excessively broad as to time, geographic scope, activity, subject or remedy, then such provision shall be automatically reformed to the maximum time, geographic scope, activity, subject and/or remedy so as to be enforceable to the extent compatible with applicable law. The parties hereto acknowledge that this Agreement will be given the construction that renders its provisions valid and enforceable to the maximum extent permitted by law.

7. Miscellaneous.

7.1 No Waiver. The failure of any party to object to any conduct or violation of any of the covenants made by any other party under this Agreement will not be deemed a waiver of any rights or remedies. No waiver of any right or remedy arising under this

Agreement will be valid unless set forth in an appropriate writing signed by the party against whom such waiver is sought to be enforced.

7.2 Assignment. This Agreement is binding upon the Noncompete Parties and their heirs, personal representatives, and executors, provided that the duty to comply herewith may not be assigned or delegated by the Noncompete Parties so as to relieve the Noncompete Parties from their obligations hereunder. Citadel may assign its rights under this Agreement to any affiliate or parent, or to any individual, partnership or corporation acquiring all or substantially all of the assets of the Stations.

7.3 Governing Law, Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois, without regard to its principles of conflict of law. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto 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. 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. In the event of any dispute between the parties to this Agreement, Citadel and the Noncompete Parties, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.4 Attorneys' Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for its expenses of such litigation, including reasonable attorneys' fees, witness fees, deposition expenses and court costs.

7.5 No Oral Modifications. No alterations, amendments, changes or additions to this Agreement will be binding upon a party hereto unless reduced to writing and signed by the party.

7.6 Headings. The section headings of this Agreement are for convenience of reference only and shall not in any way affect the construction or interpretation of any of the provisions hereof.

7.7 Entire Agreement. This Agreement and the documents referred to herein constitute the entire understanding among the parties hereto relating to the subject matter of this Agreement and supersede all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have, individually or by their authorized officers, executed this Agreement as of the date above written.

**J. COLLINS MILLER III**

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**CANDACE J. MILLER**

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**LANE M. LINDSTROM**

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**THOMAS W. EWING**

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**CITADEL BROADCASTING COMPANY**

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

Name: Donna Heffner

Title: Chief Financial Officer