

## **ENGAGEMENT AGREEMENT**

This ENGAGEMENT AGREEMENT (this “Agreement”) is entered into as of May 8, 2008, and is by and between Blueberry Broadcasting, LLC (“BBL”), a Maine limited liability company, and The Kalil Holding Group, LLC (“Trustee”), an Arizona limited liability company.

### **Recitals**

A. Clear Channel Broadcasting, Inc., CC Licenses, LLC, Capstar Radio Operating Company and Capstar TX Limited Partnership (individually or collectively, “Clear Channel”) and BBL entered into an Asset Purchase Agreement (“APA”) as of April 11, 2008 providing for the purchase and sale of assets (the “Station Assets”) used or useful in the following seventeen (17) radio stations located in or near the Augusta-Waterville and Bangor, Maine Arbitron-defined radio markets (the “Metros”):

WABI(AM), Bangor, Maine  
WBFB(FM), Belfast, Maine  
WFZX(FM), Searsport, Maine  
WGUY(FM), Dexter, Maine  
WKSQ(FM), Ellsworth, Maine  
WLKE(FM), Bar Harbor, Maine  
WVOM(FM), Howland, Maine  
WWBX(FM), Bangor, Maine  
WABK-FM, Gardiner, Maine  
WCME(FM), Boothbay Harbor, Maine  
WFAU(AM), Gardiner, Maine  
WIGY(FM), Madison, Maine  
WKCG(FM), Augusta, Maine  
WMCM(FM), Rockland, Maine  
WQSS(FM), Camden, Maine  
WRKD(AM), Rockland, Maine  
WTOS-FM, Skowhegan, Maine

B. Consummation of the transactions contemplated in the APA is subject to, among other conditions, the consent of the Federal Communications Commission (the “FCC”).

C. Clear Channel currently holds grandfathered attributable interests in five (5) FM stations and one (1) AM station in the Bangor, Maine Metro, two of which are WGUY(FM) and WFZX(FM) (together, the “Stations”). The grandfathered status of the Clear Channel clusters will terminate upon consummation of the sale of the Station Assets. Accordingly, BBL can secure FCC approval for its acquisition of the Station Assets only if it simultaneously divests those Station Assets used or useful in the operation of the Stations.

D. To facilitate FCC approval of the transactions contemplated in the APA, BBL desires to divest the Station Assets for the Stations immediately after their acquisition under the APA and thereby

reduce the number of FM stations in which BBL will hold an attributable interest in the Bangor Metro to four (4), as required by Section 73.3555(a)(1)(iii) of the FCC rules.

E. Trustee is prepared to acquire the Station Assets for the Stations upon consummation of the APA, to market those Station Assets for sale to an independent third party, and to operate the Stations for the benefit of BBL in the interim, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

### **Agreements**

**1. Terms and Conditions of Service.** Trustee shall serve as the trustee of a trust to be known as the “Blueberry Divestiture Trust,” which shall be established pursuant to a trust agreement substantially in the form appended hereto as Attachment A (the “Trust Agreement”).

**2. FCC Application.** Within five (5) business days after execution of this Agreement, Trustee and BBL will prepare and file with the FCC the assignor’s and assignee’s portions, respectively, of an assignment application on FCC Form 314 (the “Application”), seeking FCC consent to assign the licenses and other Station Assets for the Stations to Trustee pursuant to the Trust Agreement. The parties will use commercially reasonable efforts to cooperate with each other to secure a grant of the Application at the earliest practicable time.

**3. Acquisition of the Stations.** Simultaneous with the consummation of BBL’s acquisition of the Station Assets, BBL and Trustee, on behalf of the Blueberry Divestiture Trust, shall execute the Trust Agreement and consummate the assignment the Station Assets for the Stations, including the FCC licenses, to the Blueberry Divestiture Trust.

**4. Payment of Fees and Expenses.** In consideration for services performed in connection with the structure, negotiation, preparation, and execution of this Agreement, the preparation and filing of the Application, and the consummation of assignment of the Station Assets for the Stations to the Blueberry Divestiture Trust, BBL shall reimburse Trustee for all reasonable professional fees and other expenses incurred by Trustee in conjunction therewith (including fees and expenses of Trustee’s lawyer). Any payment for reimbursement shall be made within twenty (20) days of a request therefor (which shall be supported by invoices or other supporting documentation).

**5. Trustee’s Qualifications.** Trustee hereby represents and warrants to BBL that it is and will be qualified under the Communications Act of 1934, as amended, and the FCC’s rules and policies to acquire the Station Assets for the Stations.

**6. BBL Termination Rights.** Notwithstanding anything to the contrary herein, this Agreement, other than BBL’s obligations under Section 4 hereof, may be terminated by BBL at any time prior to the consummation of the assignment of the Station Assets for the Stations to Trustee pursuant to Section 3. Any termination of this Agreement by BBL under this section shall not affect BBL’s obligation under Section 4 hereof to reimburse Trustee for any professional fees and expenses incurred prior to the date of such termination.

**7. Confidentiality.** Trustee shall keep all financial and other non-public information regarding the Stations and the Blueberry Divestiture Trust confidential and shall not disclose such information except to its lawyers and advisers and to the extent necessary to obtain FCC approval of the assignment of the Station Assets for the Stations to Trustee or otherwise to implement the terms of the Blueberry Divestiture Trust or as required by law.

**8. Integration.** This Agreement and the documents referenced herein represent the entire understanding of the parties with respect to the subject matter hereof, supersede any and all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the same subject matter, and may not be amended except by a document executed by the parties.

**9. Notices.** Any and all communications authorized or required by this Agreement shall be sent by facsimile (with written confirmation of receipt), by hand, or by overnight courier (charges prepaid) to the parties at the addresses and facsimile numbers set forth in the Trust Agreement attached hereto.

**10. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona without regard to conflict of laws provisions.

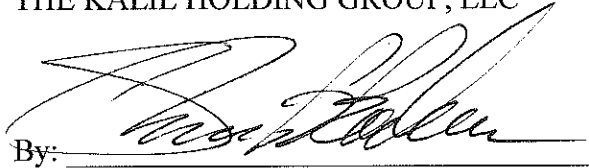
**11. Counterpart Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall be deemed to be one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this Agreement shall be treated as original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ENGAGEMENT AGREEMENT

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

THE KALIL HOLDING GROUP, LLC

By: 

Name: Steven R. Backerman

Title: Vice President

BLUEBERRY BROADCASTING, LLC

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

Name: Louis Vitali

Title: Manager, President and CEO


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Name: Louis Vitali  
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