

AGREEMENT

Re: Asset Purchase Agreement (the "Frenchtown APA"), dated March 12, 2007, among Radioactive, LLC ("Radioactive") and Clear Channel Broadcasting, Inc. ("CCB") and Clear Channel Broadcasting Licenses, Inc. ("CCBL" and collectively with CCB, "Clear Channel") with respect to an FCC construction permit (the "Permit") for a new FM station, FCC Facility ID No. 166027, originally serving Drummond, Montana, modified to serve Frenchtown, Montana (the "Station")

Local Programming and Marketing Agreement (the "Frenchtown LMA" and collectively with the Frenchtown APA, the "Contracts"), dated concurrently with this agreement, between Radioactive and CCB with respect to the Station

Asset Purchase Agreement (the "GAP APA") dated October 10, 2007, between Clear Channel certain affiliates of Clear Channel and GAP Broadcasting II, LLC ("GAP") with respect to, among other things, the sale of radio stations KGVO(AM), Missoula, KLCY(AM), East Missoula, KLYQ(AM), Hamilton, KBAZ(FM), Hamilton, KYSS-FM, Missoula, and KENR(FM), Superior, Montana (the "Missoula Stations")

Local Programming and Marketing Agreement (the "GAP LMA"), dated October 10, 2007, between CCBL, certain affiliates of CCBL and GAP with respect to, among other things, the Missoula Stations

The undersigned parties agree that:

(i) on the earlier of the Commencement Date of the GAP LMA and the closing under the GAP APA, Clear Channel shall assign its rights and liabilities pursuant to the Frenchtown LMA and GAP shall assume Clear Channel's rights and liabilities pursuant to the Frenchtown LMA, except for such rights and liabilities pursuant to Section 13 of the Frenchtown LMA, which shall remain as obligations between Radioactive and Clear Channel. Should the GAP APA or GAP LMA terminate without a closing under the GAP APA, upon such termination, GAP shall re-assign the Frenchtown LMA to Clear Channel;

(ii) at closing under the GAP APA, Clear Channel shall assign its rights and liabilities pursuant to the Frenchtown APA and Section 13 of the Frenchtown LMA and GAP shall assume Clear Channel's rights and liabilities pursuant to the Frenchtown APA and Section 13 of the Frenchtown LMA;

(iii) as soon as possible, and in no event later than ten (10) business days from the date of this agreement, Radioactive and GAP shall file an application with the Federal Communications Commission ("FCC") for FCC consent to the assignment of the Station from Radioactive to GAP, and Radioactive and GAP agree to be bound by the obligations of Section 4.2 of the Frenchtown APA;

(iv) provided that all conditions to seller's and buyer's obligation to close set forth in the Frenchtown APA have been satisfied pursuant to their terms, and provided further that the GAP APA has been consummated, Radioactive and GAP agree to consummate the Frenchtown

APA within five (5) business days of the later of satisfaction of such conditions and the closing of the GAP APA;

(v) in the event the GAP APA terminates without a closing, Clear Channel agrees to deliver to Radioactive written notice to file the FCC Application as set forth in Section 4.2 of the Frenchtown APA as soon as reasonably practicable after closing or termination of the transfer of control of Clear Channel's parent which is currently pending approval before the FCC. If the GAP APA terminates without a closing and Clear Channel and Radioactive re-file the FCC Application, then Clear Channel shall reimburse Radioactive for its reasonable, out-of-pocket expenses relating to the re-filing and re-prosecution of the FCC application for consent to the assignment of the Station;

(vi) as provided in the Contracts, no assignment hereunder shall release the assigning party from its liabilities under the Contracts nor shall Radioactive's consent to the assignment of the rights and liabilities pursuant to the Contracts from Clear Channel to GAP release Clear Channel from its liabilities under the Contracts;

(vii) GAP hereby represents and warrants to Radioactive that it, and its attributable parties, will be qualified under FCC rules and regulations, at the earlier of the assignment to GAP of the Frenchtown LMA and the date of closing of the Frenchtown APA, to be an attributable party or holder of the Permit or Station License (as defined in the Frenchtown APA), as applicable, and that it is financially capable of fulfilling Clear Channel's obligations under the Contracts;

(viii) Subject to the foregoing, Radioactive consents to such assignments and acknowledges that it has been paid by Clear Channel the \$400,000 Down Payment described in Section 2.1 of the Frenchtown APA.

This agreement may be signed in separate counterparts.

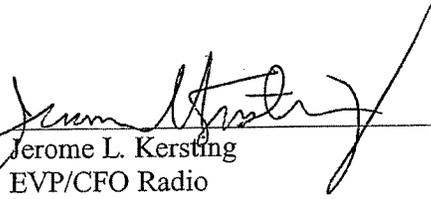
[SIGNATURE PAGE FOLLOWS]

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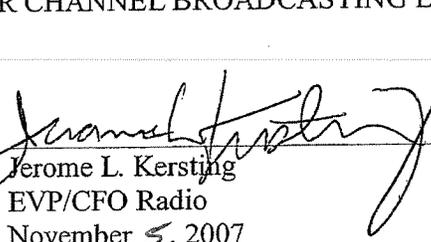
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) stated below.

CLEAR CHANNEL BROADCASTING, INC.

By: 
Name: Jerome L. Kersting
Title: EVP/CFO Radio
Date: November 5, 2007

CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: 
Name: Jerome L. Kersting
Title: EVP/CFO Radio
Date: November 5, 2007

GAP BROADCASTING II, LLC

By: _____
Name:
Title:
Date: October __, 2007

RADIOACTIVE, LLC

By: _____
Name: Randy L. Michaels
Title: Member and President
Date: October __, 2007

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) stated below.

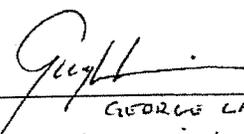
CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name: _____
Title: _____
Date: October __, 2007

CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: _____
Name: _____
Title: _____
Date: October __, 2007

GAP BROADCASTING II, LLC

By:  _____
Name: GEORGE LAUGHLIN
Title: AUTHORIZED SIGNATURE
Date: October __, 2007

RADIOACTIVE, LLC

By: _____
Name: Randy L. Michaels
Title: Member and President
Date: October __, 2007

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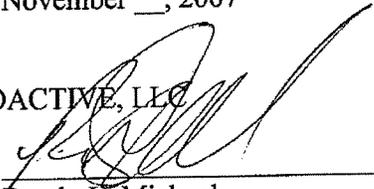
CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: _____
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Date: November __, 2007

GAP BROADCASTING II, LLC

By: _____
Name:
Title:
Date: November __, 2007

RADIOACTIVE, LLC

By:  _____
Name: Randy L. Michaels
Title: Member and President
Date: November 5, 2007