

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (the “Agreement”) is made as of May 3, 2002, by and among Jeffrey Wilks (the “Individual Party”), Wilks Broadcasting LLC and Wilks License Co., LLC, each a Delaware limited liability company (and each being called an “Exchange Party” and together “Exchange Parties”), and Clear Channel Broadcasting, Inc. and Clear Channel Broadcasting Licenses, Inc. (together, “Clear Channel”).

RECITALS

A. Under an Asset Exchange Agreement, dated as of even date herewith, among the parties hereto (other than the Individual Party) (the “Exchange Agreement”), Clear Channel has agreed to acquire the Station Assets (as defined in the Exchange Agreement) used and useful in the operation of WRNO-FM (the “Station”).

B. At Clear Channel’s request, the Individual Party and Exchange Parties have agreed to forego certain rights to compete with Clear Channel in the New Orleans metropolitan area in the current format for the Station, subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Exchange Agreement, the sufficiency and adequacy of the consideration being acknowledged by the parties hereby, it is mutually stipulated, covenanted and agreed by and between the parties as follows:

1. Non-Compete and Non-Solicitation Agreements.

(a) The Exchange Parties covenant and agree that, for a period of five (5) years after the date of this Agreement, except as otherwise provided in Section 1(e) below, none of them shall (i) Compete (as defined below) with Clear Channel in accordance with the limitations set forth below in this Section 1 or (ii) solicit or induce any employee of Clear Channel who was an employee of any Exchange Party with primary employment responsibilities for the Station to terminate his or her employment with Clear Channel or to become an employee or independent contractor of any Exchange Party or any affiliate thereof.

(b) The Individual Party covenants and agrees that, for a period of five (5) years after the date of this Agreement, except as otherwise provided in Section 1(e) below, such Individual Party shall not (i) Compete (as defined below) with Clear Channel in accordance with the limitations set forth below in this Section 1 or (ii) solicit or induce any employee of Clear Channel who was an employee of any Exchange Party with primary employment responsibilities for the Station to terminate his or her employment with Clear Channel or to become an employee or independent contractor of any Exchange Party or any affiliate thereof.

(c) To “Compete” with Clear Channel means to engage, participate or invest in, or assist, as owner, part owner, shareholder, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, directly or indirectly, any commercial broadcast radio station licensed to and broadcasting from within the New Orleans, Louisiana Total Survey Area (other than the Station itself during the period prior to the Closing under (and as defined in) the Exchange Agreement), which plays (i) more than fifteen (15) songs from the current 400 song playlist of the Station in effect on the date hereof (a copy of which is attached as Schedule A hereto) in any given

calendar quarter or any of such 15 songs chosen for such quarter more than once in any calendar week, or (ii), more often than once in any calendar week, any song on such song playlist that was first released to the public prior to 1994. Direct or indirect ownership by any Exchange Party or the Individual Party, in the aggregate for all of them, of less than five percent (5%) of any class of equity securities of any publicly owned company will not be taken into account or considered to Compete with Clear Channel. An “affiliate” of any party hereto means a person or entity directly or indirectly controlling, controlled by or under common control with such party.

(d) Each restriction or covenant contained in this Section 1 is severable. If the time period, geographical area specified, or any of the substantive provisions in any paragraph should be adjudicated as unreasonable in any proceeding, then the time period shall be reduced by such number of months or years, the geographical area shall be reduced by the elimination of such portion thereof, or the substance shall be reduced in scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for such time period, in such geographical area and to the extent as is adjudicated to be reasonable.

(e) This Agreement is intended to apply for the term of the Time Sales Agreement of even date herewith with respect to the Station, contemplated by the Exchange Agreement, and thereafter if the Closing under (and as defined in) the Exchange Agreement takes place. However, in the event the Exchange Agreement shall terminate for any reason whatsoever, or the Closing thereunder shall not occur within 18 months after the date hereof for any reason whatsoever, this Agreement shall be cancelled and shall be of no further force or effect (but shall be deemed to be binding upon the parties hereto with respect to all periods prior to such cancellation).

2. Payment. For and in consideration of the Exchange Parties entering into this Agreement, a portion of the value of the Station will be allocated to this Agreement pursuant to the terms of the Exchange Agreement. The Individual Party acknowledges that he is a beneficiary of that value.

3. Remedies. If any Exchange Party or the Individual defaults under this Agreement, then, and in that event, Clear Channel, in addition to any other rights or remedies, shall be entitled to injunctive relief. Exchange Parties and the Individual Party expressly acknowledge and agree that any breach of this Agreement is likely to result in an injury of a nature which would justify the entry of an injunction and a temporary restraining order to restrain such breach, and that Clear Channel shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction or to enjoin Exchange Parties and/or the Individual Party, as the case may be, from activities in violation of this Agreement, in each instance without being required to post or provide any bond or other security whatsoever.

4. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and assigns. No party may assign any of its rights hereunder; provided, however, that Clear Channel may assign all or part of its rights hereunder to a third party in the event of the sale of the Station after the Closing under the Exchange Agreement. The obligations of Exchange Parties are the joint and several obligations of each of Exchange Parties, but the obligations of Exchange Parties taken together and of the Individual Party are several and not joint, it being agreed that Exchange Parties shall not be liable for any breach of

this Agreement by the Individual Party (other than in his capacity as an officer thereof) and the Individual Party shall not be liable for any breach of this Agreement by any of Exchange Parties.

5. Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

6. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by telex or facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by telex, graphic scanning or other facsimile communications equipment, delivered by such equipment, addressed as set forth below:

if to any Exchange Party, then to:
Wilks Broadcasting LLC
9330 Old Southwick Pass
Alpharetta, Georgia 30022
Attention: Mr. Jeff Wilks
Telecopier No.: (770) 772-5103

and:

The Wicks Group of Companies, L.L.C.
405 Park Avenue
New York, New York 10022
Attn: Mr. Craig B. Klosk
Telecopier No.: (212) 223-2109

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

Golenbock, Eiseman, Assor, Bell & Peskoe
437 Madison Avenue
New York, New York 10022
Attn: Nathan E. Assor, Esq.
Telecopier No.: (212) 754-0330

If to Clear Channel, then to:

Clear Channel Broadcasting, Inc.
200 East Basse Road
San Antonio, Texas 78209
Attention: Mark P. Mays
Telecopier No.: (210) 822-2299

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

Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, Texas 78209
Attention: General Counsel
Telecopier No.: (210) 832-3428

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

7. Captions. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties hereto with regard to its subject matter and supersedes all prior

agreements, understandings, inducements or conditions, express or implied, oral or written, relating to its subject matter. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

9. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

10. Gender and Number. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The word “person” will include one or more individuals, corporations, firms, partnerships, entities or associations. The use of a word in one tense will include the other tenses, where appropriate to the context.

11. Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other person, entity, enterprise or association is an intended or incidental beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Competition Agreement to be executed on their behalf on the date first above written.

WILKS LICENSE CO., LLC

By: _____
Name: _____
Title: _____

WILKS BROADCASTING LLC

By: _____
Name: _____
Title: _____

Jeffrey Wilks

CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name: _____
Title: _____

CLEAR CHANNEL BROADCASTING
LICENSES, INC.

By: _____
Name: _____
Title: _____