

## AGREEMENT ANCILLARY TO SALE OF BUSINESS

**THIS AGREEMENT ANCILLARY TO SALE OF BUSINESS** (the "Agreement") is made and entered into the \_\_\_ day of \_\_\_\_\_, 2006, by and between CAPSTAR RADIO OPERATING COMPANY ("CROC") and CAPSTAR TX LIMITED PARTNERSHIP ("CTLP" and with CROC, "Clear Channel") and CUMULUS BROADCASTING LLC, a Nevada limited liability company (the "CBLLC"), CUMULUS LICENSING LLC, a Nevada limited liability company (the "License Co." and together with CBLLC being hereinafter sometimes referred to as "Cumulus");

### WITNESSETH:

**WHEREAS**, CTLP is the licensee of radio stations WBXX-FM, WWKN-FM, WBCK-AM, and WBFN-AM, within the Battle Creek, MI market, and radio stations WWWW-FM, WQKL-FM, WTKA-AM, and WLBY-AM within the Ann Arbor market (collectively, the "Stations"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC") and CROC owns or leases certain assets used or useful in connection with the operation of the Stations;

**WHEREAS**, the Clear Channel and Cumulus are parties to that certain Asset Exchange Agreement dated as of September 1, 2006 (hereinafter the "Exchange Agreement") under which the Clear Channel has agreed to transfer to Cumulus the Stations and the assets used, held for use or necessary in connection with the operation of the Stations upon and subject to the terms and conditions of the Exchange Agreement;

**WHEREAS**, immediately following the closing of the transactions contemplated by the Exchange Agreement (the "Acquisition"), the Cumulus will be continuing the business conducted by Clear Channel with respect to the Stations in substantially the manner as such business was conducted by Clear Channel prior to the Acquisition;

**WHEREAS**, contemporaneously herewith Clear Channel and Cumulus have entered into a Local Marketing Agreement pursuant to which Cumulus will provide programming on the Stations until the consummation of the Acquisition;

**WHEREAS**, CTLP and CROC have access to, have shared responsibility for developing and implementing, and have intimate and valuable knowledge of the Business (as defined below), as well as technical, financial, customer, and other confidential information related to the Business, which, if exploited by Clear Channel in contravention of this Agreement, could seriously and irreparably affect the ability of Cumulus to continue the Business as previously operated;

**WHEREAS**, as a material and vital inducement to Cumulus entering into the Exchange Agreement, which includes the payment by Cumulus for the goodwill of the Business, and as a condition precedent to the consummation of the Acquisition, which will directly benefit the Clear Channel, Clear Channel has agreed to execute this Agreement, which Clear Channel

acknowledges is essential to protect Cumulus' business interest and investment in the assets and goodwill of the Business; and

**WHEREAS**, Clear Channel acknowledges that Cumulus has given Clear Channel and Clear Channel has received value for Clear Channel entering into this Agreement to abstain, under the conditions set forth below, from activities competitive with the Business that Clear Channel is selling to Cumulus;

**NOW, THEREFORE**, in consideration of the execution of the Exchange Agreement, the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Clear Channel and Cumulus hereby agree as follows:

1. Non-Solicitation.

1.1 Each of CTLP and CROC covenants and agrees for a period of one (1) year from the date of this Agreement, not to solicit, divert, or actively take away, or attempt to solicit, divert, or take away, on behalf of any other person or entity, or intentionally interfere with, disrupt, or attempt to disrupt, the relationship, contractual or otherwise, between Cumulus and (i) any customer (as of the LMA Commencement Date) of the Business being exchanged pursuant to the Exchange Agreement within the territory listed on Exhibit A attached hereto (the "Territory"), and (ii) any employee of Cumulus engaged in the radio business and performing services within the Territory (throughout which Territory Clear Channel acknowledges that the Business has been conducted) (other than Andy Salieve). Notwithstanding the foregoing, the parties acknowledge and agree that the limitations described in Section 1.1(i) above shall not apply to soliciting advertising from or contacting (x) customers of the Business solely on behalf of radio stations not located within the Territory (for example, the solicitation of customers on behalf of Clear Channel's Detroit, MI radio station cluster), (y) any customer of the Business that is also a customer of Cumulus' radio stations in the Youngstown, OH market; and (z) national advertisers who may be customers of the Business in respect of advertising dollars earmarked for the Detroit, MI market.

1.2 For purposes of this Agreement, the term "Business" shall mean the business, operations, and activities of Clear Channel with respect to the Stations and the use of the Clear Channel Station Assets (as such term is defined in the Exchange Agreement) in connection therewith.

1.3 In view of the geographic scope and nature of the business in which Cumulus is engaged (and in which Clear Channel has have been engaged), and recognizing the consideration provided to Clear Channel pursuant to the Exchange Agreement, Clear Channel expressly acknowledges that the restrictive covenants set forth in this Section 1, including, without limitation, the geographic and temporal scope and of such covenants, are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of Cumulus.

2. Prohibition of Re-Entry into Battle Creek and Ann Arbor Markets

2.1 Each of CTLP and CROC covenants and agrees that, for a period of two (2) years from the date of this Agreement, Clear Channel will not, within the Territory (throughout which Territory each of CTLP and CROC acknowledges that Clear Channel has been conducting the Business), directly or indirectly compete with Cumulus by carrying on a business that is substantially similar to the Business.

2.2 For the purposes of this Agreement, the term "compete" shall mean: (i) managing, supervising or otherwise participating in a management or sales capacity with an entity which carries on a radio business that is substantially similar to the Business; (ii) in connection with radio business, calling on, soliciting for radio broadcast advertising, actively taking away, accepting as a client or customer or hiring or attempting to call on, solicit, actively take away or accept as a client or customer, any individual, partnership, corporation, limited liability company, association or other entity that was a client or customer of Clear Channel in connection with radio business as of immediately prior to the date hereof; (iii) entering into or attempting to enter into any radio business which conducts a radio business that is substantially similar to the Business, either alone or with any individual, partnership, corporation, limited liability company, association or other entity; (iv) causing any individual partnership, corporation, limited liability company, association or other entity to enter into any radio business which conducts a radio business that is substantially similar to the Business or supporting in any manner any such entity's entry into any radio business which competes with the Business; or (v) holding an equity interest in, or directly or indirectly operating or participating in the operation of a radio business not owned by Cumulus or one of its affiliates which conducts a radio business that is substantially similar to the Business.

2.3 For the purposes of this Agreement, the words "directly or indirectly" as they modify the word "compete" shall mean (i) acting as an agent, representative, consultant, officer, director, member, independent contractor, or employee of any radio entity or enterprise that is competing (as defined in Section 2.2 hereof) with the Business; (ii) participating in any such competing radio entity or enterprise as an owner, partner, limited partner, joint venturer, member, creditor or shareholder (except as a shareholder holding less than a one percent (1%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market); and (iii) communicating to any such competing radio entity or enterprise the names or addresses or any other information concerning any past, present or currently identified prospective client or customer of Clear Channel in connection with radio advertising or the radio business.

2.4 Notwithstanding the restrictions contained in this Section 2, the parties acknowledge and agree that non-competition restrictive covenants described above shall not apply to the present or future broadcast ownership interests of Clear Channel in, or the operation by Clear Channel of, any radio stations owned (or to be owned ) by Cumulus serving the Detroit, Michigan market.

3. Confidential Information.

3.1 Clear Channel agrees that the customers and potential customers of the Business with which Clear Channel had personal dealings are and shall remain the exclusive property of the Business, are confidential, and are of great value to the Business. Clear Channel also agrees that this and certain other information not generally known to the public used by Clear Channel in marketing the Business and broadcasting radio programming constitute trade secrets, are confidential, and have been the valuable property of the Business, which has been transferred to Cumulus and are now the property of Cumulus. Further, Clear Channel recognizes and acknowledges that the business matters and affairs of the Business and the methods of business operations of the Business are valuable and confidential information and trade secrets and that unauthorized disclosure of the same would irreparably damage Cumulus. (The information referred to in this Section 2.1 is hereinafter collectively referred to as “Confidential Information” but shall not include any information that is generally available to the public through no fault of the parties hereto.)

3.2 Each of CTLP and CROC agrees that for a period of two (2) years from the date of this Agreement, they will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, nor use or otherwise appropriate for their own benefit or to the detriment of Cumulus, any of the Confidential Information, unless such disclosure or use is required by any law or court order or such Confidential Information is in the public domain not as a result of the violation of Clear Channel’s undertakings herein.

3.3 Clear Channel hereby acknowledges and agrees that the prohibitions against disclosures of Confidential Information recited herein are in addition to, and not in lieu of, any rights or remedies that Cumulus may have available pursuant to the laws of any jurisdiction or common law to prevent the disclosure of trade secrets or other confidential or proprietary information, and the enforcement by Cumulus of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that it may possess in law or equity absent this Agreement.

4. Equitable Relief. Clear Channel acknowledges that the expertise of Clear Channel in the Business described herein is of a special, unique, unusual, extraordinary, and intellectual character, which gives said expertise a pecuniary value; that a breach of any of the provisions contained in this Agreement will cause Cumulus irreparable injury and damage; and that a breach by Clear Channel of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. Clear Channel further acknowledges that each of CTLP and CROC possesses unique skills, knowledge, and ability and that competition in violation of this Agreement or any other breach of the provisions of this Agreement would be extremely detrimental to Cumulus. By reason thereof, each of CTLP and CROC agrees that Cumulus shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach.

5. Assignability. Cumulus may transfer or assign this Agreement (in whole or in part) to any entity with which Cumulus may be merged or consolidated or which may acquire all or substantially all of its stock and/or property of Cumulus, or to any other affiliate or subsidiary of Cumulus or to a third party which signs a new purchase agreement with Cumulus or to which the Exchange Agreement is assigned by Cumulus pursuant to Section 17.2 of the Exchange Agreement. This Agreement shall inure to the benefit of and be binding upon such successors or assigns of Cumulus. If this Agreement is assigned in accordance with the foregoing provisions, all references herein to Cumulus shall likewise be deemed to be references to the successor or assignee. Moreover, the parties acknowledge and agree that the benefits of the restrictions contained herein as applied to radio stations WBCK-AM and WBFN-AM may assigned to any subsequent purchaser of such stations. Clear Channel may not transfer, assign, or otherwise convey this Agreement or any part of Clear Channel's interest herein.

6. Modification and Severability. If any provision of this Agreement is deemed unreasonably broad or unenforceable as written by a court of competent jurisdiction, the parties agree that such a court shall modify the offending provision such as to render it enforceable to the fullest extent possible against Clear Channel. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

7. Notices. All notices shall be in writing (including facsimile transmission) and shall be deemed to have been duly given if delivered personally, when received by facsimile communications equipment or when deposited in the mail if mailed via registered or certified mail, return receipt requested, postage prepaid to the other party hereto at the following addresses:

***If to Clear Channel:*** Clear Channel Broadcasting, Inc.  
200 E. Basse Road  
San Antonio, Texas 78209  
Attention: Jerry Kersting  
Facsimile: (210) 822-2299

**with copies to:**

Clear Channel Management Services  
200 E. Basse  
San Antonio, Texas 78209  
Attention: Legal Department  
Facsimile: (210) 832-3428

***If to Cumulus:*** Cumulus Broadcasting LLC  
3535 Piedmont Rd.  
Building 14, 14th Floor

Atlanta, Georgia 30305  
Attn: Mr. Lewis W. Dickey, Jr., President  
Phone: (404) 260-6600  
Fax: (404) 443-0742

***with copies to:***

Cumulus Broadcasting LLC  
3535 Piedmont Rd.  
Building 14, 14th Floor  
Atlanta, Georgia 30305  
Attn: Richard S. Denning, Esq.  
Phone: (404) 260-6600  
Fax: (404) 260-6877

or to such other addresses as any such party may designate in writing in accordance with this Section 7.

8. Waiver. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Entire Agreement. This Agreement and the Exchange Agreement constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all other agreements, undertakings, restrictions, warranties, or representations relating to said subject matter between the parties other than those set forth herein or in the Exchange Agreement. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement signed by the party against whom enforcement of such amendment is sought.

10. Governing Law. The terms of this Agreement shall be construed and enforced in accordance with the internal laws of the State of Michigan, without regard to principles of conflict of laws.

**[SIGNATURES ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first

**CLEAR CHANNEL:**

**CAPSTAR RADIO OPERATING COMPANY**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CAPSTAR TX LIMITED PARTNERSHIP**

By: AMFM SHAMROCK TEXAS, INC.,  
General Partner

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CUMULUS BROADCASTING LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUMULUS LICENSING LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Territory**

The Battle Creek and Ann Arbor Metro Areas, each as determined by Arbitron's defined Metro Survey Areas.