

STATION RELOCATION AGREEMENT

This Agreement, dated December 1, 2010, is among (i) Citadel Broadcasting Company and Radio License Holding CBC, LLC (together "Citadel") and (ii) CAPSTAR RADIO OPERATING COMPANY and CAPSTAR TX LLC (together "Capstar").

RECITALS

- A. Capstar TX LLC is the licensee of WPKX(FM) (Fac. ID No. 46965), Enfield, CT, which desires to move its antenna location so as to provide greater coverage of Hartford, CT. As a result of such relocation, WPKX(FM) would have failed to provide the required City Grade coverage to Enfield, CT. Capstar intends to moot any objection to the move on such basis by changing the City of License of WPKX(FM) to another community, obviating the need for WPKX(FM) to provide City Grade coverage to Enfield, CT.
- B. Radio License Holding CBC, LLC is the licensee of WMAS(FM) (Fac. ID No. 36543), Springfield, MA. Citadel has agreed to modify the community of license of WMAS(FM) to Enfield, CT in order to effectuate a move desired to be undertaken by Capstar.
- C. Clear Channel Broadcasting, Inc., an affiliate of Capstar ("Clear Channel") is the owner of a certain backup power generator (the "Generator") at certain property it leases from the United States of America, acting through the Forest Service, Department of Agriculture ("Landlord"), located in the County of Bernalillo, State of New Mexico, Sandia Crest Grid, 1Q, Section 6, T. 11 N., R. 5 E., New Mexican Principal Meridian (the "Property").
- D. Citadel is also a tenant at the Property and desires to use the Generator for the purpose of generally powering the equipment located at the Property and used in the operation of certain stations owned by Citadel.

To facilitate the above, and for the mutual consideration set forth in this Agreement, Capstar and Citadel agree as follows:

- 1. Within fourteen (14) days of the execution of this Agreement, on the date requested by Capstar, Citadel shall file an application (the "FCC Application") that is compliant with all FCC rules and policies as of the date hereof with the FCC to modify the city of license of WMAS(FM) to Enfield, CT (the "Move"), provided that such FCC Application shall not, to Citadel's reasonable satisfaction, materially adversely affect the technical facilities of WMAS(FM). Citadel shall also obtain any other permit(s) (the "Permits") necessary for the transactions contemplated hereby with the Federal Aviation Administration and any other federal, state or local governmental and/or regulatory authority having jurisdiction over Citadel as a result of the Move.
- 2. Capstar shall prepare the FCC Application and the Permits for filing and perform any engineering studies necessary in connection therewith; provided that Capstar shall

undertake such activities in reasonable cooperation with such third parties as Citadel may request.

3. Capstar shall be responsible for all costs associated with the Move, including attorneys' fees, the costs of any necessary engineering studies, and all governmental fees and charges applicable to the FCC Application and the Permits. Capstar will reimburse Citadel for any of Citadel's costs associated with the Move upon written request supported by reasonable evidence thereof.
4. Capstar shall file an application with the FCC that is contingent on the FCC Application to re-locate the city of license of WPKX(FM) to a community within the Hartford, CT Arbitron market.
5. Capstar shall cause Clear Channel to execute, and Citadel will execute a Generator License Agreement in the form of that attached hereto as Exhibit A.
6. The parties additionally agree:

a. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by (i) nationally recognized overnight courier service or (ii) certified mail—return receipt requested, expenses prepaid, or, if sent by facsimile communications equipment with electronic confirmation of delivery, delivered by such equipment, addressed as follows (or to such other address as any party may request by written notice):

- (1) If to Citadel:

Citadel Broadcasting Corporation
7201 W. Lake Mead Blvd.
Suite 400
Las Vegas, NV 89128
Attn: Chief Financial Officer

With a copy to:

Citadel Broadcasting Corporation
142 West 57th Street
11th Floor
New York, NY 10019
Attn: General Counsel

(2) If to Capstar:

Capstar Radio
2625 S. Memorial Drive, Suite A
Tulsa, OK 74129
Attn: Steve Davis
Fax No.: (918) 664-3066

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

Clear Channel Broadcasting, Inc.
Attn: Legal
200 East Basse Road
San Antonio, Texas 78209
Fax No.: (210) 832-3428

b. This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign its interest in this Agreement to an entity controlling, controlled by, or under common control with such party.

c. This Agreement constitutes the entire agreement and understanding among the parties to it with respect to the subject matters hereof, and supersedes all prior agreements and understandings with respect to these subject matters. This Agreement may not be modified or altered except by written instrument duly executed by all parties

d. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

e. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns.

f. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

g. The parties agree that this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

h. This Agreement shall be construed in accordance with and governed by the laws of the state of Massachusetts (without reference to its rules as to conflicts of law), and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted.

i. The parties acknowledge and agree that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental actions, war, civil disturbances, other causes beyond such party's control or any other occurrence which would generally be considered an event of force majeure.

[Signature page follows.]

The parties have caused this Station Relocation Agreement to be executed as of the date first written above.

CITADEL BROADCASTING COMPANY
RADIO LICENSE HOLDING CBC, LLC

By: 

Name: 

Title: _____

CAPSTAR RADIO OPERATING COMPANY
CAPSTAR TX, LLC

By: 

Name: Stephen G. Davis

Title: SVP, Engineering

Exhibit A
Generator License Agreement