UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2011**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM TO**

Commission File Number
000-53354

CC MEDIA HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**26-0241222**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
200 East Basse Road **San Antonio, Texas**	**78209**
(Address of principal executive offices)	**(Zip Code)**

(210) 822-2828
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒

Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Outstanding at October 20, 2011**
Class A common stock, $.001 par value	23,575,195
Class B common stock, $.001 par value	555,556
Class C common stock, $.001 par value	58,967,502

CC MEDIA HOLDINGS, INC.

INDEX

PART I -- FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

CC MEDIA HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	September 30, 2011 (Unaudited)	December 31, 2010
CURRENT ASSETS		
Cash and cash equivalents	$ 1,165,381	$ 1,920,926
Accounts receivable, net	1,382,269	1,373,880
Other current assets	375,942	308,367
Total Current Assets	2,923,592	3,603,173
PROPERTY, PLANT AND EQUIPMENT		
Structures, net	1,931,695	2,007,399
Other property, plant and equipment, net	1,105,520	1,138,155
INTANGIBLE ASSETS		
Definite-lived intangibles, net	2,088,062	2,288,149
Indefinite-lived intangibles	3,525,164	3,538,241
Goodwill	4,184,573	4,119,326
Other assets	750,340	765,939
Total Assets	$ 16,508,946	$ 17,460,382
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 843,458	$ 956,867
Accrued interest	75,765	121,199
Current portion of long-term debt	285,078	867,735
Deferred income	188,019	152,778
Total Current Liabilities	1,392,320	2,098,579
Long-term debt	19,894,723	19,739,617
Deferred income taxes	1,958,025	2,050,196
Other long-term liabilities	719,905	776,676
Commitments and contingent liabilities (Note 6)		
SHAREHOLDERS' DEFICIT		
Noncontrolling interest	511,363	490,920
Common stock	83	83
Additional paid-in capital	2,130,237	2,130,871
Retained deficit	(9,814,240)	(9,555,173)
Accumulated other comprehensive loss	(280,593)	(268,816)
Cost of shares held in treasury	(2,877)	(2,571)
Total Shareholders' Deficit	(7,456,027)	(7,204,686)
Total Liabilities and Shareholders' Deficit	$ 16,508,946	$ 17,460,382

See Notes to Consolidated Financial Statements

CC MEDIA HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)
(In thousands, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
Revenue	$ 1,583,352	$ 1,477,347	$ 4,508,564	$ 4,231,134
Operating expenses:				
Direct operating expenses (excludes depreciation and amortization)	636,063	579,098	1,840,585	1,739,228
Selling, general and administrative expenses (excludes depreciation and amortization)	420,260	382,997	1,222,968	1,147,063
Corporate expenses (excludes depreciation and amortization)	54,247	80,518	163,080	209,123
Depreciation and amortization	197,532	184,079	570,884	549,591
Other operating income (expense) – net	(6,490)	(29,559)	13,453	(22,523)
Operating income	268,760	221,096	724,500	563,606
Interest expense	369,233	389,197	1,097,849	1,160,571
Equity in earnings of nonconsolidated affiliates	5,210	2,994	13,456	8,612
Other income (expense) – net	7,307	(5,700)	754	51,548
Loss before income taxes	(87,956)	(170,807)	(359,139)	(536,805)
Income tax benefit	20,665	20,415	122,510	129,579
Consolidated net loss	(67,291)	(150,392)	(236,629)	(407,226)
Less amount attributable to noncontrolling interest	6,765	4,293	22,438	9,197
Net loss attributable to the Company	$ (74,056)	$ (154,685)	$ (259,067)	$ (416,423)
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(101,951)	126,548	(26,079)	12,876
Unrealized gain (loss) on securities and derivatives:				
Unrealized holding gain (loss) on marketable securities	(21,298)	5,684	(7,289)	9,217
Unrealized holding gain (loss) on cash flow derivatives	10,848	529	22,791	(7,617)
Reclassification adjustment	86	2,565	234	1,424
Comprehensive loss	(186,371)	(19,359)	(269,410)	(400,523)
Less amount attributable to noncontrolling interest	(11,699)	18,764	1,434	2,524
Comprehensive loss attributable to the Company	$ (174,672)	$ (38,123)	$ (270,844)	$ (403,047)
Net loss attributable to the Company per common share:				
Basic	$ (0.91)	$ (1.91)	$ (3.17)	$ (5.14)
Weighted average common shares outstanding – Basic	82,654	81,619	82,431	81,529
Diluted	$ (0.91)	$ (1.91)	$ (3.17)	$ (5.14)
Weighted average common shares outstanding – Diluted	82,654	81,619	82,431	81,529

See Notes to Consolidated Financial Statements

CC MEDIA HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(In thousands)

	Nine Months Ended September 30,	
	2011	2010
Cash flows from operating activities:		
Consolidated net loss	$ (236,629)	$ (407,226)
Reconciling items:		
Depreciation and amortization	570,884	549,591
Deferred taxes	(122,886)	(170,886)
(Gain) loss on disposal of operating assets	(13,453)	22,523
(Gain) loss on extinguishment of debt	1,447	(60,289)
Provision for doubtful accounts	13,300	14,880
Share-based compensation	14,281	24,967
Equity in earnings of nonconsolidated affiliates	(13,456)	(8,612)
Amortization of deferred financing charges and note discounts, net	143,519	160,040
Other reconciling items – net	7,449	9,722
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	16,591	(74,710)
Decrease in Federal income taxes receivable	—	132,309
Increase in deferred income	34,178	47,244
Increase (decrease) in accrued expenses	(106,910)	52,127
Increase (decrease) in accounts payable and other liabilities	(47,549)	4,695
Increase (decrease) in accrued interest	(66,242)	34,501
Changes in other operating assets and liabilities, net of effects of acquisitions and dispositions	(73,142)	(14,334)
Net cash provided by operating activities	121,382	316,542
Cash flows from investing activities:		
Purchases of property, plant and equipment	(218,136)	(169,405)
Purchases of businesses	(33,882)	—
Acquisition of operating assets	(14,352)	(11,743)
Proceeds from disposal of assets	52,389	20,550
Change in other – net	1,716	(4,741)
Net cash used for investing activities	(212,265)	(165,339)
Cash flows from financing activities:		
Draws on credit facilities	55,000	160,416
Payments on credit facilities	(959,383)	(140,254)
Proceeds from delayed draw term loan facility	—	138,795
Proceeds from long-term debt	1,727,813	6,844
Payments on long-term debt	(1,370,265)	(368,585)
Deferred financing charges	(46,597)	—
Repurchases of long-term debt	(55,250)	(125,000)
Change in other – net	(15,980)	(6,579)
Net cash used for financing activities	(664,662)	(334,363)
Net decrease in cash and cash equivalents	(755,545)	(183,160)
Cash and cash equivalents at beginning of period	1,920,926	1,883,994
Cash and cash equivalents at end of period	$ 1,165,381	$ 1,700,834

See Notes to Consolidated Financial Statements

CC MEDIA HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 -- BASIS OF PRESENTATION AND NEW ACCOUNTING STANDARDS

Preparation of Interim Financial Statements

The accompanying consolidated financial statements were prepared by CC Media Holdings, Inc. (the "Company") pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and, in the opinion of management, include all normal and recurring adjustments necessary to present fairly the results of the interim periods shown. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") have been condensed or omitted pursuant to such SEC rules and regulations. Management believes that the disclosures made are adequate to make the information presented not misleading. Due to seasonality and other factors, the results for the interim periods are not necessarily indicative of results for the full year. The financial statements contained herein should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's 2010 Annual Report on Form 10-K and Quarterly Reports on Form 10-Q for the periods ended March 31, 2011 and June 30, 2011.

The consolidated financial statements include the accounts of the Company and its subsidiaries. Also included in the consolidated financial statements are entities for which the Company has a controlling financial interest or is the primary beneficiary. Investments in companies in which the Company owns 20 percent to 50 percent of the voting common stock or otherwise exercises significant influence over operating and financial policies of the company are accounted for under the equity method. All significant intercompany transactions are eliminated in the consolidation process.

Certain prior-period amounts have been reclassified to conform to the 2011 presentation.

New Accounting Pronouncements

In December 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2010-29, *Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations*. This ASU updates Topic 805 to specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments of this ASU are effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. The Company adopted the provisions of ASU 2010-29 on January 1, 2011 without material impact to the Company's disclosures.

In April 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*. The amendments in this ASU change the wording used to describe many of the requirements in U.S. GAAP for measuring fair value and for disclosing information about fair value measurements. For many of the requirements, the FASB does not intend for the amendments in this ASU to result in a change in the application of the requirements in Topic 820. Some of the amendments clarify the FASB's intent about the application of existing fair value measurement requirements. Other amendments change a particular principle or requirement for measuring fair value or for disclosing information about fair value measurements. The amendments in this ASU are to be applied prospectively for interim and annual periods beginning after December 15, 2011. The Company does not expect the provisions of ASU 2011-04 to have a material effect on its financial position or results of operations.

In June 2011, the FASB issued ASU No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income.* This ASU improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income by eliminating the option to present components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The changes apply for interim and annual financial statements and should be applied retrospectively, effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Early adoption is permitted. The Company currently complies with the provisions of this ASU by presenting the components of comprehensive income in a single continuous financial statement within its consolidated statement of operations for both interim and annual periods.

In September 2011, the FASB issued ASU No. 2011-08*, Intangibles-Goodwill and Other (Topic 350): Testing Goodwill for Impairment.* Under the revised guidance, entities testing goodwill for impairment have the option of performing a qualitative assessment before calculating the fair value of the reporting unit (i.e., step 1 of the goodwill impairment test). If entities determine, on the basis of qualitative factors, that the fair value of the reporting unit is more likely than not less than the carrying amount, the two-step impairment test would be required. The ASU does not change how goodwill is calculated or assigned to reporting units, nor does it revise the requirement to test goodwill annually for impairment. The amendments are effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early adoption is permitted. The Company adopted the provisions of this ASU as of October 1, 2011 and is currently evaluating the impact of adoption.

NOTE 2 -- PROPERTY, PLANT AND EQUIPMENT, INTANGIBLE ASSETS AND GOODWILL

Acquisitions

On April 29, 2011, a wholly owned subsidiary of the Company purchased the traffic business of Westwood One, Inc. ("Westwood One") for $24.3 million. Immediately after closing, the acquired subsidiaries repaid pre-existing, intercompany debt owed by the subsidiaries to Westwood One in the amount of $95.0 million. The acquisition resulted in an increase of $17.2 million to property, plant and equipment, $36.3 million to intangible assets and $66.0 million to goodwill.

Property, Plant and Equipment

The Company's property, plant and equipment consisted of the following classes of assets at September 30, 2011 and December 31, 2010, respectively:

(In thousands)	September 30, 2011	December 31, 2010
Land, buildings and improvements	$ 654,304	$ 652,575
Structures	2,726,585	2,623,561
Towers, transmitters and studio equipment	393,775	397,434
Furniture and other equipment	341,192	282,385
Construction in progress	70,239	65,173
	4,186,095	4,021,128
Less: accumulated depreciation	1,148,880	875,574
Property, plant and equipment, net	$ 3,037,215	$ 3,145,554

Definite-lived Intangible Assets

The Company has definite-lived intangible assets which consist primarily of transit and street furniture contracts, talent and representation contracts, customer and advertiser relationships, and site-leases, all of which are amortized over the respective lives of the agreements, or over the period of time the assets are expected to contribute directly or indirectly to the Company's future cash flows. The Company periodically reviews the appropriateness of the amortization periods related to its definite-lived assets. These assets are recorded at cost.

The following table presents the gross carrying amount and accumulated amortization for each major class of definite-lived intangible assets at September 30, 2011 and December 31, 2010, respectively:

(In thousands)	September 30, 2011		December 31, 2010	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Transit, street furniture and other outdoor contractual rights	$ 777,362	$ 296,016	$ 789,867	$ 241,461
Customer / advertiser relationships	1,210,269	379,799	1,210,205	289,824
Talent contracts	350,246	129,878	317,352	99,050
Representation contracts	232,578	129,619	231,623	101,650
Other	559,013	106,094	551,197	80,110
Total	$ 3,129,468	$ 1,041,406	$ 3,100,244	$ 812,095

Total amortization expense related to definite-lived intangible assets was $87.8 million and $82.8 million for the three months ended September 30, 2011 and 2010, respectively, and $247.3 million and $251.0 million for the nine months ended September 30, 2011 and 2010, respectively.

As acquisitions and dispositions occur in the future, amortization expense may vary. The following table presents the Company's estimate of amortization expense for each of the five succeeding fiscal years for definite-lived intangible assets:

(In thousands)	
2012	$ 301,450
2013	281,995
2014	260,841
2015	234,215
2016	215,362

Indefinite-lived Intangible Assets

The Company's indefinite-lived intangible assets consist of Federal Communications Commission ("FCC") broadcast licenses and billboard permits as follows:

(In thousands)	September 30, 2011	December 31, 2010
FCC broadcast licenses	$ 2,411,602	$ 2,423,828
Billboard permits	1,113,562	1,114,413
Total indefinite-lived intangible assets	$ 3,525,164	$ 3,538,241

Goodwill

The following table presents the changes in the carrying amount of goodwill in each of the Company's reportable segments.

(In thousands)	Radio	Americas Outdoor	International Outdoor	Other	Total
Balance as of December 31, 2009	$ 3,146,869	$ 585,249	$ 276,343	$ 116,544	$ 4,125,005
Impairment	—	—	(2,142)	—	(2,142)
Acquisitions	—	—	—	342	342
Dispositions	(5,325)	—	—	—	(5,325)
Foreign currency	—	285	3,299	—	3,584
Other	(1,346)	—	(792)	—	(2,138)
Balance as of December 31, 2010	$ 3,140,198	$ 585,534	$ 276,708	$ 116,886	$ 4,119,326
Acquisitions	78,246	—	—	211	78,457
Dispositions	(10,422)	—	—	—	(10,422)
Foreign currency	—	(655)	(2,097)	—	(2,752)
Other adjustments	(36)	—	—	—	(36)
Balance as of September 30, 2011	$ 3,207,986	$ 584,879	$ 274,611	$ 117,097	$ 4,184,573

NOTE 3 -- DEBT

Long-term debt at September 30, 2011 and December 31, 2010 consisted of the following:

(In thousands)	September 30, 2011	December 31, 2010
Senior Secured Credit Facilities:		
Term Loan Facilities (1)	$ 10,493,847	$ 10,885,447
Revolving Credit Facility Due 2014	1,325,550	1,842,500
Delayed Draw Term Loan Facilities Due 2016	976,776	1,013,227
Receivables Based Facility Due 2014	—	384,232
Priority Guarantee Notes Due 2021	1,750,000	—
Other Secured Subsidiary Debt	7,320	4,692
Total Consolidated Secured Debt	14,553,493	14,130,098
Senior Cash Pay Notes	796,250	796,250
Senior Toggle Notes	829,831	829,831
Clear Channel Senior Notes	1,998,415	2,911,393
Subsidiary Senior Notes	2,500,000	2,500,000
Other Clear Channel Subsidiary Debt	46,809	63,115
Purchase accounting adjustments and original issue discount	(544,997)	(623,335)
	20,179,801	20,607,352
Less: current portion	285,078	867,735
Total long-term debt	$ 19,894,723	$ 19,739,617

(1) Term Loan Facilities mature at various dates from 2014 through 2016.

The Company's weighted average interest rate at September 30, 2011 was 6.2%. The aggregate market value of the Company's debt based on market prices for which quotes were available was approximately $15.1 billion and $18.7 billion at September 30, 2011 and December 31, 2010, respectively.

During the first quarter of 2011, the Company's indirect subsidiary, Clear Channel Communications, Inc. ("Clear Channel"), amended its senior secured credit facilities and its receivables based credit facility and issued $1.0 billion aggregate principal amount of 9.0% Priority Guarantee Notes due 2021 (the "Initial Notes"). The Company capitalized $39.5 million in fees and expenses associated with the offering of the Initial Notes and is amortizing them through interest expense over the life of the Initial Notes.

Clear Channel used the proceeds of the Initial Notes offering to prepay $500.0 million of the indebtedness outstanding under its senior secured credit facilities. The $500.0 million prepayment was allocated on a ratable basis between outstanding term loans and revolving credit commitments under Clear Channel's revolving credit facility, thus permanently reducing the revolving credit commitments under Clear Channel's revolving credit facility to $1.9 billion. The prepayment resulted in the accelerated expensing of $5.7 million of loan fees recorded in "Other income (expense) – net".

The proceeds from the offering of the Initial Notes, along with available cash on hand, were also used to repay at maturity $692.7 million in aggregate principal amount of Clear Channel's 6.25% senior notes, which matured during the first quarter of 2011.

Clear Channel obtained, concurrent with the offering of the Initial Notes, amendments to its credit agreements with respect to its senior secured credit facilities and its receivables based credit facility (revolving credit commitments under the receivables based facility were reduced from $783.5 million to $625.0 million), which were required as a condition to complete the offering. The amendments, among other things, permit Clear Channel to request future extensions of the maturities of its senior secured credit facilities, provide Clear Channel with greater flexibility in the use of its accordion capacity, provide Clear Channel with greater flexibility to incur new debt, provided that the proceeds from such new debt are used to pay down senior secured credit facility indebtedness, and provide greater flexibility for Clear Channel's indirect subsidiary, Clear Channel Outdoor Holdings, Inc. ("CCOH"), and its

subsidiaries to incur new debt, provided that the net proceeds distributed to Clear Channel from the issuance of such new debt are used to pay down senior secured credit facility indebtedness.

In June 2011, Clear Channel issued an additional $750.0 million in aggregate principal amount of its 9.0% Priority Guarantee Notes due 2021 (the "Additional Notes" or, together with the Initial Notes, the "9.0% Priority Guarantee Notes") at an issue price of 93.845% of the principal amount of the Additional Notes. Interest on the Additional Notes accrued from February 23, 2011, and accrued interest was paid by the purchaser at the time of delivery of the Additional Notes on June 14, 2011. The Initial Notes and the Additional Notes have identical terms and are treated as a single class.

Of the $703.8 million of proceeds from the issuance of the Additional Notes ($750.0 million aggregate principal amount net of $46.2 million of discount), Clear Channel used $500 million for general corporate purposes (to replenish cash on hand that Clear Channel previously used to pay senior notes at maturity on March 15, 2011 and May 15, 2011) and intends to use the remaining $203.8 million to repay at maturity a portion of Clear Channel's 5% senior notes which mature in March 2012.

The Company capitalized an additional $7.1 million in fees and expenses associated with the offering of the Additional Notes and is amortizing them through interest expense over the life of the Additional Notes.

During the third quarter of 2011, CC Finco, LLC ("CC Finco"), an indirect wholly-owned subsidiary of the Company, repurchased $80.0 million aggregate principal amount of Clear Channel's outstanding 5.5% senior notes due 2014 for $57.1 million, including accrued interest, through open market purchases. Notes repurchased by CC Finco are eliminated in consolidation.

During the second quarter of 2011, Clear Channel repaid its 4.4% senior notes at maturity for $140.2 million (net of $109.8 million principal amount held by and repaid to a subsidiary of Clear Channel), plus accrued interest, with available cash on hand. Prior to, and in connection with the Additional Notes offering, Clear Channel repaid all amounts outstanding under its receivables based credit facility on June 8, 2011, using cash on hand. This voluntary repayment did not reduce the commitments under this facility and Clear Channel may reborrow amounts under this facility at any time. In addition, on June 27, 2011, Clear Channel made a voluntary payment of $500.0 million on its revolving credit facility, which did not reduce the commitments under this facility and Clear Channel may reborrow amounts under this facility at any time.

During the first nine months of 2010, Clear Channel Investments, Inc. ("CC Investments"), an indirect wholly-owned subsidiary of the Company, repurchased $185.2 million aggregate principal amount of certain of Clear Channel's outstanding senior toggle notes for $125.0 million through an open market purchase. Notes repurchased by CC Investments are eliminated in consolidation.

On July 16, 2010, Clear Channel made the election to pay interest on the senior toggle notes entirely in cash, effective for the interest period commencing August 1, 2010. Unless otherwise elected, the cash interest election will remain in effect throughout the remaining term of the notes.

During the first nine months of 2010, Clear Channel repaid its remaining 7.65% senior notes upon maturity for $138.8 million, including $5.1 million of accrued interest, with proceeds from its delayed draw term loan facility that was specifically designated for this purpose. Also during the first nine months of 2010, Clear Channel repaid its remaining 4.50% senior notes upon maturity for $240.0 million with available cash on hand.

NOTE 4 -- SUPPLEMENTAL DISCLOSURES

Divestiture Trusts

The Company owns certain radio stations which, under current FCC rules, are not permitted or transferable. These radio stations were placed in a trust in order to comply with FCC rules at the time of the closing of the merger that resulted in the Company's acquisition of Clear Channel. The Company is the beneficial owner of the trust, but the radio stations are managed by an independent trustee. The Company will have to divest all of these radio stations unless any stations may be owned by the Company under then-current FCC rules, in which case the trust will be terminated with respect to such stations. The trust agreement stipulates that the Company must fund any operating shortfalls of the trust activities, and any excess cash flow generated by the trust is distributed to the Company. The Company is also the beneficiary of proceeds from the sale of stations held in the trust. The Company consolidates the trust in accordance with ASC 810-10, which requires an enterprise involved with variable interest entities to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in the variable interest entity, as the trust was determined to be a variable interest entity and the Company is its primary beneficiary. During the nine months ended September 30,

2011, the Company's Radio segment sold stations from the trust and recorded a gain of $4.9 million included in "Other operating income – net."

Income Tax Benefit

The Company's income tax benefit for the three and nine months ended September 30, 2011 and 2010, respectively, consisted of the following components:

(In thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
Current tax expense	$ (11,326)	$ (14,663)	$ (376)	$ (41,307)
Deferred tax benefit	31,991	35,078	122,886	170,886
Income tax benefit	$ 20,665	$ 20,415	$ 122,510	$ 129,579

The effective tax rate for the three and nine months ended September 30, 2011 was 23.5% and 34.1%, respectively. The effective tax rate for the three months ended September 30, 2011 was primarily impacted by increases in tax expense attributable to the write-off of deferred tax assets in excess of the tax benefits realized upon the vesting of certain equity awards, an increase in unrecognized tax benefits and the Company's inability to record the benefit of losses in certain foreign jurisdictions.

The effective tax rate for the nine months ended September 30, 2011 was primarily impacted by the Company's settlement of U.S. Federal and state tax examinations during the period. Pursuant to the settlements, the Company recorded a reduction to income tax expense of approximately $10.6 million to reflect the net tax benefits of the settlements. In addition, the effective rate for the nine months ended September 30, 2011 was impacted by the Company's ability to benefit from certain tax loss carryforwards in foreign jurisdictions due to increased taxable income during 2011, where the losses previously did not provide a benefit. The effects of these items were partially offset by the items mentioned above related to the three months ended September 30, 2011.

The Company's effective tax rate for the three and nine months ended September 30, 2010 was 11.9% and 24.1%, respectively. The 2010 effective rates were impacted primarily as a result of the Company's inability to benefit from tax losses in certain foreign jurisdictions due to the uncertainty of the ability to utilize those losses in future years. In addition, during the three months ended September 30, 2010, the Company recorded a valuation allowance of $13.4 million against deferred tax assets in foreign jurisdictions due to the uncertainty of the ability to realize those assets in future periods.

During the nine months ended September 30, 2011 and 2010, cash paid for interest and income taxes, net of U.S. Federal income tax refunds of $132.3 million in 2010, was as follows:

(In thousands)	Nine Months Ended September 30,	
	2011	2010
Interest	$ 1,028,973	$ 969,525
Income taxes	77,548	(113,840)

NOTE 5 -- FAIR VALUE MEASUREMENTS

Marketable Equity Securities

The Company holds marketable equity securities and interest rate swaps that are measured at fair value on each reporting date.

The marketable equity securities are measured at fair value using quoted prices in active markets. Due to the fact that the inputs used to measure the marketable equity securities at fair value are observable, the Company has categorized the fair value measurements of the securities as Level 1 in accordance with ASC 820-10-35. The cost, unrealized holding gains or losses, and fair value of the Company's investments at September 30, 2011 and December 31, 2010 are as follows:

(In thousands)	September 30, 2011				December 31, 2010			
Investments	Cost	Gross Unrealized Losses	Gross Unrealized Gains	Fair Value	Cost	Gross Unrealized Losses	Gross Unrealized Gains	Fair Value
Available-for-sale	$ 12,614	$ (4,455)	$ 53,339	$ 61,498	$ 12,614	$ —	$ 57,945	$70,559

Interest Rate Swap Agreement

The Company's $2.5 billion notional amount interest rate swap agreement is designated as a cash flow hedge and the effective portions of the gain or loss on the swap are reported as a component of other comprehensive loss. The Company entered into the swap to effectively convert a portion of its floating-rate debt to a fixed basis, thus reducing the impact of interest-rate changes on future interest expense. The interest rate swap agreement matures in 2013.

The swap agreement is valued using a discounted cash flow model that takes into account the present value of the future cash flows under the terms of the agreement by using market information available as of the reporting date, including prevailing interest rates and credit spread. Due to the fact that the inputs are either directly or indirectly observable, the Company classified the fair value measurements of its swap agreement as Level 2 in accordance with ASC 820-10-35.

The Company continually monitors its positions with, and credit quality of, the financial institution which is counterparty to its interest rate swap. The Company may be exposed to credit loss in the event of nonperformance by the counterparty to the interest rate swap. However, the Company considers this risk to be low. If a derivative instrument no longer qualifies as a cash flow hedge, hedge accounting is discontinued and the gain or loss that was recorded in other comprehensive income is recognized currently in income.

In accordance with ASC 815-20-35-9, as the critical terms of the swap and the floating-rate debt being hedged were the same at inception and remained the same during the current period, no ineffectiveness was recorded in earnings related to the interest rate swap.

The fair value of the Company's interest rate swap designated as a hedging instrument and recorded in "Other long-term liabilities" was $176.7 million and $213.1 million at September 30, 2011 and December 31, 2010, respectively.

The following table details the beginning and ending accumulated other comprehensive loss and the current period activity, net of tax, related to the interest rate swap agreement:

(In thousands)	Accumulated other comprehensive loss
Balance at January 1, 2011	$ 134,067
Other comprehensive income	(22,791)
Balance at September 30, 2011	$ 111,276

Other Comprehensive Income (Loss)

The following table discloses the amount of income tax benefit (expense) allocated to each component of other comprehensive income (loss) for the three and nine months ended September 30, 2011 and 2010, respectively:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In thousands)	2011	2010	2011	2010
Unrealized holding gain (loss) on marketable securities	$ 18,341	$ (11,713)	$ 4,569	$ (12,627)
Unrealized holding gain (loss) on cash flow derivatives	(6,474)	(318)	(13,602)	4,570
Income tax benefit (expense)	$ 11,867	$ (12,031)	$ (9,033)	$ (8,057)

NOTE 6 -- COMMITMENTS, CONTINGENCIES AND GUARANTEES

The Company and its subsidiaries are currently involved in certain legal proceedings arising in the ordinary course of business and, as required, the Company has accrued its estimate of the probable costs for resolution of those claims for which the occurrence of loss is probable and the amount can be reasonably estimated. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in the Company's assumptions or the effectiveness of its strategies related to these proceedings.

On or about July 12, 2006 and April 12, 2007, two of the Company's operating businesses (L&C Outdoor Ltda. ("L&C") and Publicidad Klimes São Paulo Ltda. ("Klimes"), respectively) in the São Paulo, Brazil market received notices of infraction from the state taxing authority, seeking to impose a value added tax ("VAT") on such businesses, retroactively for the period from December 31, 2001 through January 31, 2006. The taxing authority contends that these businesses fall within the definition of "communication services" and as such are subject to the VAT.

L&C and Klimes have filed separate petitions to challenge the imposition of this tax. L&C's challenge was unsuccessful at the first administrative level, but successful at the second administrative level. The state taxing authority filed an appeal to the third and final administrative level, which required consideration by a full panel of 16 administrative law judges. On September 27, 2010, L&C received an unfavorable ruling at this final administrative level, which concluded that the VAT applied. L&C intends to appeal this ruling to the judicial level. In addition, L&C has filed a petition to have the case remanded to the second administrative level for consideration of the reasonableness of the amount of the penalty assessed against it. The amounts allegedly owed by L&C are approximately $8.8 million in taxes, approximately $17.5 million in penalties and approximately $31.6 million in interest (as of September 30, 2011 at an exchange rate of 0.547). On August 8, 2011, Brazil's National Council of Fiscal Policy (CONFAZ) published a rule authorizing sixteen states, including the State of São Paulo, to reduce the principal amount of VAT allegedly owed for communications services; the rule also authorizes the states to reduce or waive related interest and penalties. The State of São Paulo ratified the amnesty in late August 2011. However, it is not required to reduce the principal amount of VAT or waive the payment of penalties and interest. In late 2011 or early 2012, the Company expects the São Paulo state legislature to pass legislation setting forth the precise terms of the amnesty. Based on the uncertainty of any amnesty terms that may be offered, the Company does not know whether the offered terms will be acceptable. Accordingly, the Company continues to vigorously pursue its case in the administrative courts and, if necessary, in the relevant appellate courts. At September 30, 2011, the range of reasonably possible loss is from zero to approximately $58 million. The maximum loss that could ultimately be paid depends on the timing of the final resolution at the judicial level and applicable future interest rates. Based on the Company's review of the law, the outcome of similar cases at the judicial level and the advice of counsel, the Company has not accrued any costs related to these claims and believes the occurrence of loss is not probable.

Klimes' challenge was unsuccessful at the first administrative level, and denied at the second administrative level on or about September 24, 2009. On January 5, 2011, the administrative law judges at the third administrative level published a ruling that the VAT applies but significantly reduced the penalty assessed by the taxing authority. With the penalty reduction, the amounts allegedly owed by Klimes are approximately $9.9 million in taxes, approximately $4.9 million in penalties and approximately $19.3 million in interest (as of September 30, 2011 at an exchange rate of 0.547). In late February 2011, Klimes filed a writ of mandamus in the 13th lower public treasury court in São Paulo, State of São Paulo, appealing the administrative court's decision that the VAT applies. On that same day, Klimes filed a motion for an injunction barring the taxing authority from collecting the tax, penalty and interest while the appeal is pending. The court denied the motion in early April 2011. Klimes filed a motion for reconsideration with the court and

also appealed that ruling to the São Paulo State Higher Court, which affirmed in late April 2011. On June 20, 2011, the 13th lower public treasury court in São Paulo reconsidered its prior ruling and granted Klimes an injunction suspending any collection effort by the taxing authority until a decision on the merits is obtained at the first judicial level. On August 8, 2011, Brazil's National Council of Fiscal Policy (CONFAZ) published a rule authorizing sixteen states, including the State of São Paulo, to reduce the principal amount of VAT allegedly owed for communications services; the rule also authorizes the states to reduce or waive related interest and penalties. The State of São Paulo ratified the amnesty in late August 2011. However, it is not required to reduce the principal amount of VAT or waive the payment of penalties and interest. In late 2011 or early 2012, the Company expects the São Paulo state legislature to pass legislation setting forth the precise terms of the amnesty. Based on the uncertainty of any amnesty terms that may be offered, the Company does not know whether the offered terms will be acceptable. Accordingly, the Company continues to vigorously pursue its appeal in the 13th lower public treasury court. At September 30, 2011, the range of reasonably possible loss is from zero to approximately $34 million. The maximum loss that could ultimately be paid depends on the timing of the final resolution at the judicial level and applicable future interest rates. Based on the Company's review of the law, the outcome of similar cases at the judicial level and the advice of counsel, the Company has not accrued any costs related to these claims and believes the occurrence of loss is not probable.

At September 30, 2011, Clear Channel guaranteed $39.7 million of credit lines provided to certain of its international subsidiaries by a major international bank. Most of these credit lines related to intraday overdraft facilities covering participants in Clear Channel's European cash management pool. As of September 30, 2011, no amounts were outstanding under these agreements.

As of September 30, 2011, Clear Channel had outstanding commercial standby letters of credit and surety bonds of $136.9 million and $49.3 million, respectively. Letters of credit in the amount of $9.1 million are collateral in support of surety bonds and these amounts would only be drawn under the letter of credit in the event the associated surety bonds were funded and Clear Channel did not honor its reimbursement obligation to the issuers. These letters of credit and surety bonds relate to various operational matters including insurance, bid, and performance bonds as well as other items.

As of September 30, 2011, Clear Channel had outstanding bank guarantees of $58.3 million. Bank guarantees in the amount of $4.3 million are backed by cash collateral.

NOTE 7 -- CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The Company is a party to a management agreement with certain affiliates of Bain Capital Partners, LLC and Thomas H. Lee Partners, L.P. (together, the "Sponsors") and certain other parties pursuant to which such affiliates of the Sponsors will provide management and financial advisory services until 2018. These agreements require management fees to be paid to such affiliates of the Sponsors for such services at a rate not greater than $15.0 million per year, plus reimbursable expenses. For the three months ended September 30, 2011 and 2010, the Company recognized management fees of $3.8 million in each period and reimbursable expenses of $0.7 million for the three months ended September 30, 2010. For the nine months ended September 30, 2011 and 2010, the Company recognized management fees of $11.3 million in each period and reimbursable expenses of $0.6 million and $1.7 million, respectively.

On August 9, 2010, Clear Channel announced that its board of directors approved a stock purchase program under which Clear Channel or its subsidiaries may purchase up to an aggregate of $100 million of the Class A common stock of the Company and/or the Class A common stock of CCOH. The stock purchase program does not have a fixed expiration date and may be modified, suspended or terminated at any time at Clear Channel's discretion. During the third quarter of 2011, CC Finco purchased 998,250 shares of CCOH's Class A common stock through open market purchases for approximately $10.7 million.

NOTE 8 -- EQUITY AND COMPREHENSIVE INCOME (LOSS)

The Company reports its noncontrolling interests in consolidated subsidiaries as a component of equity separate from the Company's equity. The following table shows the changes in equity attributable to the Company and the noncontrolling interests of subsidiaries in which the Company has a majority, but not total ownership interest:

(In thousands)	The Company	Noncontrolling Interests	Consolidated
Balances at January 1, 2011	$ (7,695,606)	$ 490,920	$ (7,204,686)
Net income (loss)	(259,067)	22,438	(236,629)
Foreign currency translation adjustments	(27,810)	1,731	(26,079)
Unrealized holding loss on marketable securities	(6,776)	(513)	(7,289)

Unrealized holding gain on cash flow derivatives	22,791	—	22,791
Reclassification adjustment	18	216	234
Other - net	(940)	(3,429)	(4,369)
Balances at September 30, 2011	$ (7,967,390)	$ 511,363	$ (7,456,027)

(In thousands)	The Company	Noncontrolling Interests	Consolidated
Balances at January 1, 2010	$ (7,300,386)	$ 455,648	$ (6,844,738)
Net income (loss)	(416,423)	9,197	(407,226)
Foreign currency translation adjustments	9,748	3,128	12,876
Unrealized holding gain (loss) on marketable securities	9,830	(613)	9,217
Unrealized holding loss on cash flow derivatives	(7,617)	—	(7,617)
Reclassification adjustment	1,414	10	1,424
Other - net	11,924	4,544	16,468
Balances at September 30, 2010	$ (7,691,510)	$ 471,914	$ (7,219,596)

The Company completed a voluntary stock option exchange program on March 21, 2011 and exchanged 2.5 million stock options granted under the Clear Channel 2008 Executive Incentive Plan for 1.3 million replacement stock options with a lower exercise price and different service and performance vesting conditions. The Company accounted for the exchange program as a modification of the existing awards under ASC 718 and will recognize incremental compensation expense of approximately $1.0 million over the service period of the new awards.

NOTE 9 -- SEGMENT DATA

The Company's reportable operating segments, which it believes best reflect how the Company is currently managed, are Radio, Americas outdoor advertising and International outdoor advertising. Revenue and expenses earned and charged between segments are recorded at fair value and eliminated in consolidation. The Radio segment provides media and entertainment services through broadcast and digital delivery, digital media and the operation of various radio networks. The Americas outdoor advertising segment consists of operations primarily in the United States, Canada and Latin America. The International outdoor segment primarily includes operations in Europe, Asia and Australia. The Americas outdoor and International outdoor display inventory consists primarily of billboards, street furniture displays and transit displays. The Other category includes the Company's media representation firm as well as other general support services and initiatives which are ancillary to the Company's other businesses. Corporate includes infrastructure and support including information technology, human resources, legal, finance and administrative functions of each of the Company's operating segments, as well as overall executive, administrative and support functions. Share-based compensation expense is recorded by each segment in direct operating and selling, general and administrative expenses.

The following table presents the Company's operating segment results for the three and nine months ended September 30, 2011 and 2010.

(In thousands)	Radio	Americas Outdoor Advertising	International Outdoor Advertising	Other	Corporate and other reconciling items	Eliminations	Consolidated
Three Months Ended September 30, 2011							
Revenue	$ 798,474	$ 347,344	$ 401,106	$ 60,195	$ —	$ (23,767)	$ 1,583,352
Direct operating expenses	231,713	152,631	255,501	7,171	—	(10,953)	636,063
Selling, general and administrative expenses	265,137	57,780	74,135	36,022	—	(12,814)	420,260
Depreciation and amortization	68,176	62,809	52,125	12,052	2,370	—	197,532
Corporate expenses	—	—	—	—	54,247	—	54,247
Other operating expense - net	—	—	—	—	(6,490)	—	(6,490)
Operating income (loss)	$ 233,448	$ 74,124	$ 19,345	$ 4,950	$ (63,107)	$ —	$ 268,760

Intersegment revenues	$	7,109	$	1,084	$	—	$	15,574	$	—	$	—	$	23,767		
Capital expenditures	$	15,595	$	19,177	$	41,193	$	—	$	3,464	$	—	$	79,429		
Share-based compensation expense	$	1,034	$	1,903	$	792	$	—	$	2,523	$	—	$	6,252		

(In thousands)

	Radio	Americas Outdoor Advertising	International Outdoor Advertising	Other	Corporate and other reconciling items	Eliminations	Consolidated
Three Months Ended September 30, 2010							
Revenue	$ 743,034	$ 333,269	$ 361,817	$ 61,849	$ —	$ (22,622)	$ 1,477,347
Direct operating expenses	202,771	143,940	236,679	6,670	—	(10,962)	579,098
Selling, general and administrative expenses	240,668	51,750	63,474	38,765	—	(11,660)	382,997
Depreciation and amortization	64,657	53,139	50,694	13,139	2,450	—	184,079
Corporate expenses	—	—	—	—	80,518	—	80,518
Other operating expense - net	—	—	—	—	(29,559)	—	(29,559)
Operating income (loss)	$ 234,938	$ 84,440	$ 10,970	$ 3,275	$ (112,527)	$ —	$ 221,096
Intersegment revenues	$ 7,259	$ 865	$ —	$ 14,498	$ —	$ —	$ 22,622
Capital expenditures	$ 10,515	$ 30,689	$ 21,869	$ —	$ 2,923	$ —	$ 65,996
Share-based compensation expense	$ 1,746	$ 2,207	$ 658	$ —	$ 3,732	$ —	$ 8,343
Nine Months Ended September 30, 2011							
Revenue	$ 2,219,695	$ 977,433	$ 1,210,439	$ 170,630	$ —	$ (69,633)	$ 4,508,564
Direct operating expenses	639,275	445,615	769,369	21,341	—	(35,015)	1,840,585
Selling, general and administrative expenses	749,413	167,379	230,653	110,141	—	(34,618)	1,222,968
Depreciation and amortization	201,665	166,859	156,005	38,146	8,209	—	570,884
Corporate expenses	—	—	—	—	163,080	—	163,080
Other operating income - net	—	—	—	—	13,453	—	13,453
Operating income (loss)	$ 629,342	$ 197,580	$ 54,412	$ 1,002	$ (157,836)	$ —	$ 724,500
Intersegment revenues	$ 23,620	$ 2,772	$ —	$ 43,241	$ —	$ —	$ 69,633
Capital expenditures	$ 45,453	$ 87,875	$ 78,269	$ —	$ 8,283	$ —	$ 219,880
Share-based compensation expense	$ 3,470	$ 5,745	$ 2,396	$ —	$ 2,670	$ —	$ 14,281
Nine Months Ended September 30, 2010							
Revenue	$ 2,114,971	$ 928,015	$ 1,077,246	$ 176,668	$ —	$ (65,766)	$ 4,231,134
Direct operating expenses	605,425	427,546	717,843	20,578	—	(32,164)	1,739,228
Selling, general and administrative expenses	706,478	160,302	196,971	116,914	—	(33,602)	1,147,063
Depreciation and amortization	192,401	158,319	152,522	39,660	6,689	—	549,591
Corporate expenses	—	—	—	—	209,123	—	209,123
Other operating expense - net	—	—	—	—	(22,523)	—	(22,523)
Operating income (loss)	$ 610,667	$ 181,848	$ 9,910	$ (484)	$ (238,335)	$ —	$ 563,606
Intersegment revenues	$ 21,056	$ 2,712	$ —	$ 41,998	$ —	$ —	$ 65,766
Capital expenditures	$ 21,617	$ 70,615	$ 68,659	$ —	$ 8,514	$ —	$ 169,405
Share-based compensation expense	$ 5,252	$ 6,553	$ 1,953	$ —	$ 11,209	$ —	$ 24,967

NOTE 10 – SUBSEQUENT EVENTS

On October 14, 2011, Clear Channel Hillenaar BV, a subsidiary of the Company, acquired Brouwer & Partners, a street furniture business in Holland, for $12.5 million.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Format of Presentation

Management's discussion and analysis of our results of operations and financial condition ("MD&A") should be read in conjunction with the consolidated financial statements and related footnotes. Our discussion is presented on both a consolidated and segment basis. Our reportable operating segments are Radio, which provides media and entertainment services via broadcast and digital delivery and also includes our national syndication business, Americas outdoor advertising ("Americas outdoor" or "Americas outdoor advertising") and International outdoor advertising ("International outdoor" or "International outdoor advertising"). Our Americas outdoor and International outdoor segments provide outdoor advertising services in their respective geographic regions using various digital and traditional display types. Included in the "Other" segment are our media representation business, Katz Media, as well as other general support services and initiatives.

We manage our operating segments primarily focusing on their operating income, while Corporate expenses, Other operating income (expense) – net, Interest expense, Equity in earnings of nonconsolidated affiliates, Other income (expense) – net and Income tax benefit are managed on a total company basis and are, therefore, included only in our discussion of consolidated results.

Our Radio business utilizes several key measurements to analyze performance, including average minute rates and minutes sold. Management typically monitors our Americas outdoor and International outdoor advertising businesses by reviewing the average rates, average revenue per display, occupancy and inventory levels of each of our display types by market.

Within our Radio business, we provide streaming audio via the Internet, mobile and other digital platforms which reach national, regional and local audiences. New technologies approved for use in the radio broadcasting industry include the delivery of digital audio broadcasting, which significantly enhances the sound quality of radio broadcasts. Part of our long-term strategy for our Americas outdoor and International outdoor advertising businesses is to pursue the technology of digital displays, including flat screens, LCDs and LEDs, as alternatives to traditional methods of displaying our clients' advertisements. We are currently installing these technologies in certain markets.

Our advertising revenue for all of our segments is highly correlated to changes in gross domestic product ("GDP") as advertising spending has historically trended in line with GDP, both domestically and internationally. According to the U.S. Department of Commerce, revised U.S. GDP growth for the first and second quarters of 2011 was 0.4% and 1.3%, respectively, and estimated U.S. GDP growth for the third quarter of 2011 was 2.5%. Internationally, our results are impacted by fluctuations in foreign currency exchange rates as well as the economic conditions in the foreign markets in which we have operations.

Executive Summary

The key developments in our business for the three and nine months ended September 30, 2011 are summarized below:

- Consolidated revenue increased $106.0 million and $277.4 million during the three and nine months ended September 30, 2011, respectively, compared to the same periods of 2010.
- Radio revenue increased $55.4 million and $104.7 million during the three and nine months ended September 30, 2011, respectively, compared to the same periods of 2010, due primarily to increased traffic revenue resulting from our April 2011 purchase of the traffic business of Westwood One, Inc. ("Westwood One") to add a complementary traffic operation to our existing traffic business. We also purchased a cloud-based music technology business in the first quarter of 2011 that has enabled us to accelerate the development and growth of the next generation of our iHeartRadio digital products.
- Americas outdoor revenue increased $14.1 million and $49.4 million during the three and nine months ended September 30, 2011, respectively, compared to the same periods of 2010, driven by revenue growth across our bulletin, airport and shelter displays, particularly digital displays. During the nine months ended September 30, 2011, we deployed 153 digital displays in the United States, compared to 99 in the nine months ended September 30, 2010. We continue to see opportunities to invest in digital displays and expect our digital display deployments will continue throughout 2011.
- International outdoor revenue increased $39.3 million and $133.2 million during the three and nine months ended September 30, 2011, respectively, compared to the same periods of 2010, primarily as a result of increased street furniture revenues and the effects of movements in foreign exchange. The weakening of the U.S. Dollar throughout the first nine months of 2011 has significantly contributed to revenue growth in our International outdoor advertising business. The revenue increase attributable to movements in foreign exchange was $22.6 million and $76.9 million for the three and nine months ended September 30, 2011, respectively.
- Our indirect subsidiary, Clear Channel Communications, Inc. ("Clear Channel"), issued $1.75 billion aggregate principal amount of 9.0% Priority Guarantee Notes due 2021 during the nine months ended September 30, 2011, consisting of $1.0 billion aggregate principal amount issued in February (the "February 2011 Offering") and an

additional $750.0 million aggregate principal amount issued in June (the "June 2011 Offering"). Proceeds of the February 2011 Offering, along with available cash on hand, were used to repay $500.0 million of the senior secured credit facilities and $692.7 million of Clear Channel's 6.25% senior notes at maturity in March 2011. Please refer to the "Refinancing Transactions" section within this MD&A for further discussion of the offerings, including the use of the proceeds of the June 2011 Offering.

- During the third quarter of 2011, CC Finco, LLC ("CC Finco"), our indirect wholly-owned subsidiary repurchased $80.0 million aggregate principal amount of Clear Channel's outstanding 5.5% senior notes due 2014 for $57.1 million, including accrued interest, through open market purchases.
- During the third quarter of 2011, CC Finco purchased 998,250 shares of Clear Channel Outdoor Holdings, Inc.'s ("CCOH") Class A common stock through open market purchases for approximately $10.7 million.
- During the first nine months of 2011, Clear Channel repaid its 4.4% senior notes at maturity for $140.2 million (net of $109.8 million principal amount held by and repaid to a subsidiary of Clear Channel), plus accrued interest.

RESULTS OF OPERATIONS

Consolidated Results of Operations

The comparison of the three and nine months ended September 30, 2011 to the three and nine months ended September 30, 2010 is as follows:

(In thousands)	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2011	2010	Change	2011	2010	Change
Revenue	$ 1,583,352	$ 1,477,347	7%	$ 4,508,564	$ 4,231,134	7%
Operating expenses:						
Direct operating expenses (excludes depreciation and amortization)	636,063	579,098	10%	1,840,585	1,739,228	6%
Selling, general and administrative expenses (excludes depreciation and amortization)	420,260	382,997	10%	1,222,968	1,147,063	7%
Corporate expenses (excludes depreciation and amortization)	54,247	80,518	(33%)	163,080	209,123	(22%)
Depreciation and amortization	197,532	184,079	7%	570,884	549,591	4%
Other operating income (expense) – net	(6,490)	(29,559)		13,453	(22,523)	
Operating income	268,760	221,096		724,500	563,606	
Interest expense	369,233	389,197		1,097,849	1,160,571	
Equity in earnings of nonconsolidated affiliates	5,210	2,994		13,456	8,612	
Other income (expense) – net	7,307	(5,700)		754	51,548	
Loss before income taxes	(87,956)	(170,807)		(359,139)	(536,805)	
Income tax benefit	20,665	20,415		122,510	129,579	
Consolidated net loss	(67,291)	(150,392)		(236,629)	(407,226)	
Less amount attributable to noncontrolling interest	6,765	4,293		22,438	9,197	
Net loss attributable to the Company	$ (74,056)	$ (154,685)		$ (259,067)	$ (416,423)	

Consolidated Revenue

Our consolidated revenue increased $106.0 million during the third quarter of 2011 compared to the same period of 2010. Our Radio revenue increased $55.4 million, driven primarily by a $40.8 million increase due to our Westwood Acquisition. Americas outdoor revenue increased $14.1 million, driven by increases in revenue across bulletin, airport, poster and shelter displays, particularly digital displays, as a result of our continued deployment of new digital displays and increased rates. Our International outdoor revenue increased $39.3 million, primarily from increased street furniture revenue across our markets and a $22.6 million increase from the impact of movements in foreign exchange.

Our consolidated revenue increased $277.4 million during the first nine months of 2011 compared to the same period of 2010. Our Radio revenue increased $104.7 million, driven primarily by a $69.0 million increase due to our Westwood Acquisition and higher advertising revenues primarily as a result of increased rates. Americas outdoor revenue increased $49.4 million, driven by increases in revenue across bulletin, airport and shelter displays, particularly digital displays, as a result of our continued deployment of new digital displays and increased rates. Our International outdoor revenue increased $133.2 million, primarily from increased street furniture revenue across our markets and a $76.9 million increase from the impact of movements in foreign exchange.

Consolidated Direct Operating Expenses

Direct operating expenses increased $57.0 million during the third quarter of 2011 compared to the same period of 2010. Our Radio direct operating expenses increased $28.9 million, primarily due to an increase of $21.3 million related to our Westwood Acquisition and increased spending on digital initiatives. Americas outdoor direct operating expenses increased $8.7 million, primarily due to increased site lease expense associated with higher airport and bulletin revenue, particularly digital, and the increased deployment of digital displays. Direct operating expenses in our International outdoor segment increased $18.8 million, primarily from a $14.9 million increase from movements in foreign exchange.

Direct operating expenses increased $101.4 million during the first nine months of 2011 compared to the same period of 2010. Our Radio direct operating expenses increased $33.9 million, primarily due to an increase of $35.2 million related to our Westwood Acquisition. Americas outdoor direct operating expenses increased $18.1 million, primarily due to increased site lease expense associated with higher airport and bulletin revenue, particularly digital, and the increased deployment of digital displays. Direct operating expenses in our International outdoor segment increased $51.5 million, primarily from a $50.0 million increase from movements in foreign exchange.

Consolidated Selling, General and Administrative ("SG&A") Expenses

SG&A expenses increased $37.3 million during the third quarter of 2011 compared to the same period of 2010. Our Radio SG&A expenses increased $24.5 million, primarily due to an increase of $17.8 million related to our Westwood Acquisition and increased expenses related to our digital initiatives. SG&A expenses increased $6.0 million in our Americas outdoor segment, primarily as a result of increased commission expense associated with the increase in revenue. Our International outdoor SG&A expenses increased $10.7 million primarily due to increased selling and marketing expenses associated with the increase in revenue in addition to a $4.3 million increase from movements in foreign exchange.

SG&A expenses increased $75.9 million during the first nine months of 2011 compared to the same period of 2010. Our Radio SG&A expenses increased $42.9 million, primarily due to an increase of $26.6 million related to our Westwood Acquisition and increased expenses related to our digital initiatives. SG&A expenses increased $7.1 million in our Americas outdoor segment, primarily as a result of increased commission expense associated with the increase in revenue. Our International outdoor SG&A expenses increased $33.7 million primarily due to a $15.0 million increase from movements in foreign exchange, a $6.5 million increase related to the unfavorable impact of litigation and increased selling and marketing expenses associated with the increase in revenue.

Corporate Expenses

Corporate expenses decreased $26.3 million during the third quarter of 2011 compared to the same period of 2010, primarily as a result of a decrease in bonus expense due to the timing and amounts recorded under our variable compensation plans, reflecting the impact of prior year over-performance resulting in higher bonus expense in 2010, and decreased expense related to employee benefits. Also contributing to the decline in the current quarter was a $6.0 million decrease in share-based compensation expense related to the shares tendered by Mark P. Mays to us in the third quarter of 2010 pursuant to a put option included in his amended employment agreement.

Corporate expenses decreased $46.0 million during the first nine months of 2011 compared to the same period of 2010, primarily as a result of a decrease in bonus expense due to the timing and amounts recorded under our variable compensation plans and decreased expense related to employee benefits. Also contributing to the decline was a decrease in share-based compensation related to the put option discussed above and the cancellation of an executive's options, and a decrease in restructuring expenses. Partially offsetting the decreases was an increase in general corporate infrastructure support services and initiatives.

Depreciation and Amortization

Depreciation and amortization increased $13.5 million and $21.3 million during the third quarter and first nine months of 2011, respectively, compared to the same periods of 2010, primarily due to increases in accelerated depreciation and amortization related to the removal of various structures and loss of associated permits, including the removal of traditional billboards in connection with the continued deployment of digital billboards. We also recorded increases in depreciation and amortization related to our Westwood Acquisition. In addition, movements in foreign exchange contributed increases of $2.1 million and $7.8 million for the third quarter and first nine months of 2011, respectively.

Other Operating Income (Expense) - Net

Other operating expense of $6.5 million for the third quarter of 2011 primarily related to losses on the sale and donation of radio stations. Other operating income of $13.5 million for first nine months of 2011 primarily related to a gain on the sale of a tower and proceeds received from condemnations of bulletins.

Other operating expense of $29.6 million and $22.5 million for the third quarter and first nine months of 2010, respectively, primarily related to a $23.6 million non-cash charge recorded as of September 30, 2010 as a result of the transfer of our subsidiary's interest in its Branded Cities business, and a $3.7 million loss on the sale of our outdoor advertising business in India.

Interest Expense

Interest expense decreased $20.0 million and $62.7 million during the third quarter and first nine months of 2011, respectively, compared to the same periods of 2010. Higher interest expense associated with the 2011 issuances of 9.0% Priority Guarantee Notes was offset by decreased expense on term loan facilities due to the prepayment of $500.0 million of Clear Channel's senior secured credit facilities made in connection with the February 2011 Offering and the paydown of Clear Channel's receivables-based credit facility made prior to, and in connection with, the June 2011 Offering. Also contributing to the decline in interest expense was the timing of repurchases and repayments at maturity of certain of Clear Channel's senior notes. Clear Channel's weighted average cost of debt during the three and nine months ended September 30, 2011 was 6.2% and 6.0%, respectively, compared to 6.2% and 6.3% for the three and nine month periods ended September 30, 2010, respectively.

Other Income (Expense) - Net

Other income of $7.3 million for the third quarter of 2011 primarily related to an aggregate gain of $4.3 million on the repurchase of Clear Channel's 5.5% senior notes due 2014 and foreign exchange gains on short term intercompany accounts. Please refer to the "Debt Repurchases, Maturities and Other" section within this MD&A for additional discussion of the repurchase. Other income was relatively flat for the first nine months of 2011. The accelerated expensing of $5.7 million of loan fees upon the prepayment of $500.0 million of the senior secured credit facilities in connection with the February 2011 Offering described elsewhere in this MD&A was offset by a $4.3 million gain on the repurchase of debt discussed above and foreign exchange gains on short term intercompany accounts.

Other income of $51.5 million for the first nine months of 2010 primarily related to an aggregate gain of $60.3 million on the repurchase of Clear Channel's senior toggle notes. Please refer to the "Debt Repurchases, Maturities and Other" section within this MD&A for additional discussion of the repurchase.

Income Tax Benefit

Our effective tax rate for the third quarter and first nine months of 2011 was 23.5% and 34.1%, respectively. Our effective tax rate for the three months ended September 30, 2011 was primarily impacted by increases in tax expense attributable to the write-off of deferred tax assets in excess of the tax benefits realized upon the vesting of certain equity awards, an increase in unrecognized tax benefits and our inability to record the tax benefit of losses in certain foreign jurisdictions. Our effective tax rate for the nine months ended September 30, 2011 was primarily impacted by our settlement of U.S. Federal and state tax examinations during the period. Pursuant to the settlements, we recorded a reduction to income tax expense of approximately $10.6 million to reflect the net tax benefits of the settlements. In addition, the effective tax rate for the nine months ended September 30, 2011 was impacted by our ability to benefit from certain tax loss carryforwards in foreign jurisdictions due to increased taxable income during 2011, where the losses previously did not provide a benefit. The effects of these items were partially offset by the items mentioned above related to the three months ended September 30, 2011.

Our effective tax rate for the third quarter and first nine months of 2010 was 11.9% and 24.1%, respectively. The effective rates for the 2010 periods were impacted primarily as a result of our inability to benefit from tax losses in certain foreign jurisdictions due to the uncertainty of the ability to utilize those losses in future years. In addition, during the three months ended September 30, 2010, we recorded a valuation allowance of $13.4 million against deferred tax assets in foreign jurisdictions due to the uncertainty of our ability to realize those assets in future periods.

Radio Results of Operations

Our radio operating results were as follows:

(In thousands)	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2011	2010	Change	2011	2010	Change
Revenue	$ 798,474	$ 743,034	7%	$ 2,219,695	$ 2,114,971	5%
Direct operating expenses	231,713	202,771	14%	639,275	605,425	6%
SG&A expenses	265,137	240,668	10%	749,413	706,478	6%
Depreciation and amortization	68,176	64,657	5%	201,665	192,401	5%
Operating income	$ 233,448	$ 234,938		$ 629,342	$ 610,667	

Three Months

Radio revenue increased $55.4 million during the third quarter of 2011 compared to the same period of 2010, primarily driven by a $40.8 million increase due to our Westwood Acquisition. National advertising revenues increased $12.5 million on improved average rates per minute, with revenue growth across various categories such as restaurants, automotive and utilities. Revenue from our digital radio services also increased as a result of increased volume and revenues related to our iHeartRadio Music Festival.

Direct operating expenses increased $28.9 million, primarily due to an increase of $21.3 million from our Westwood Acquisition and increased spending related to our iHeartRadio Player and iHeartRadio Music Festival, and other digital initiatives. SG&A expenses increased $24.5 million, primarily as a result of a $17.8 million increase related to our Westwood Acquisition and increased expenses related to our digital initiatives.

Depreciation and amortization increased $3.5 million, primarily due to our Westwood Acquisition.

Nine Months

Radio revenue increased $104.7 million during the first nine months of 2011 compared to the same period of 2010, primarily driven by a $69.0 million increase due to our Westwood Acquisition. We experienced increases in both national and local advertising on improved average rates per minute. Increases in advertising occurred across various markets and advertising categories including automotive, financial services and restaurants. Revenue from our digital radio services also increased as a result of improved rates, increased volume and revenues related to our iHeartRadio Music Festival.

Direct operating expenses increased $33.9 million during the first nine months of 2011 compared to the same period of 2010, primarily due to an increase of $35.2 million from our Westwood Acquisition and increased spending related to our digital initiatives, including our iHeartRadio Player and iHeartRadio Music Festival, partially offset by a $7.3 million decline in restructuring expenses. SG&A expenses increased $42.9 million, primarily due to an increase of $26.6 million related to our Westwood Acquisition and increased expenses related to our digital initiatives.

Depreciation and amortization increased $9.3 million, primarily due to our Westwood Acquisition.

Americas Outdoor Advertising Results of Operations

Our Americas outdoor advertising operating results were as follows:

(In thousands)	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2011	2010	Change	2011	2010	Change
Revenue	$ 347,344	$ 333,269	4%	$ 977,433	$ 928,015	5%
Direct operating expenses	152,631	143,940	6%	445,615	427,546	4%
SG&A expenses	57,780	51,750	12%	167,379	160,302	4%
Depreciation and amortization	62,809	53,139	18%	166,859	158,319	5%
Operating income	$ 74,124	$ 84,440		$ 197,580	$ 181,848	

Three Months

Our Americas outdoor revenue increased $14.1 million during the third quarter of 2011 compared to the same period of 2010, driven by revenue increases across our bulletin, airport, poster and shelter displays, and particularly digital displays. Bulletin revenues increased due to digital growth driven by the increased number of digital displays, in addition to increased rates. Airport, poster and shelter revenues increased primarily on higher average rates.

Direct operating expenses increased $8.7 million, primarily due to increased site lease expense associated with higher airport and bulletin revenue, particularly digital, and the increased deployment of digital displays. SG&A expenses increased $6.0 million, primarily as a result of increased commission expense associated with the increase in revenue.

Depreciation and amortization increased $9.7 million, primarily due to increases in accelerated depreciation and amortization related to the removal of various structures and loss of associated permits, including the removal of traditional billboards in connection with the continued deployment of digital billboards.

Nine Months

Our Americas outdoor revenue increased $49.4 million during the first nine months of 2011 compared to the same period of 2010, driven by revenue increases across our bulletin, airport and shelter displays, and particularly digital displays. Bulletin revenues increased primarily due to digital growth driven by the increased number of digital displays, in addition to increased rates. Airport and shelter revenues increased on higher average rates.

Direct operating expenses increased $18.1 million, primarily due to increased site lease expense associated with higher airport and bulletin revenue, particularly digital, and the increased deployment of digital displays. We also experienced an increase in expenses related to structure maintenance and electricity for new digital bulletins as well as existing displays. SG&A expenses increased $7.1 million, primarily as a result of increased commission expense associated with the increase in revenue.

Depreciation and amortization increased $8.5 million, primarily due to increases in accelerated depreciation related to the removal of various structures, including the removal of traditional billboards in connection with the continued deployment of digital billboards.

International Outdoor Advertising Results of Operations

Our International outdoor operating results were as follows:

(In thousands)	Three Months Ended September 30,		%	Nine Months Ended September 30,		%
	2011	2010	Change	2011	2010	Change
Revenue	$ 401,106	$ 361,817	11%	$ 1,210,439	$ 1,077,246	12%
Direct operating expenses	255,501	236,679	8%	769,369	717,843	7%
SG&A expenses	74,135	63,474	17%	230,653	196,971	17%
Depreciation and amortization	52,125	50,694	3%	156,005	152,522	2%
Operating income	$ 19,345	$ 10,970		$ 54,412	$ 9,910	

Three Months

International outdoor revenue increased $39.3 million during the third quarter of 2011 compared to the same period of 2010, primarily as a result of increased street furniture revenue across most of our markets, particularly China, attributable to improved yields and additional displays. Billboard and street furniture revenues increased in France, primarily due to increased national and local sales, while Switzerland billboard revenues increased primarily due to improved rates. In addition, foreign exchange movements resulted in a $22.6 million increase in revenue.

Direct operating expenses increased $18.8 million, primarily attributable to a $14.9 million increase from movements in foreign exchange and increased site lease expense associated with the increase in revenue. SG&A expenses increased $10.7 million primarily due to increased selling and marketing expenses associated with the increase in revenue and a $4.3 million increase from movements in foreign exchange.

Nine Months

International outdoor revenue increased $133.2 million during the first nine months of 2011 compared to the first nine months of 2010, partially as a result of increased street furniture revenue across most of our markets. Improved yields

and additional displays contributed to the revenue increase in China while a new contract drove the revenue increase in Sweden. Foreign exchange movements resulted in a $76.9 million increase in revenue.

Direct operating expenses increased $51.5 million, attributable to a $50.0 million increase from movements in foreign exchange. In addition, a $7.2 million increase in site lease expense associated with the increase in revenue was partially offset by a decline in restructuring expenses. SG&A expenses increased $33.7 million primarily due to a $15.0 million increase from movements in foreign exchange, a $6.5 million increase related to the unfavorable impact of litigation and higher selling expenses associated with the increase in revenue.

Reconciliation of Segment Operating Income (Loss) to Consolidated Operating Income

(In thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
Radio	$ 233,448	$ 234,938	$ 629,342	$ 610,667
Americas outdoor advertising	74,124	84,440	197,580	181,848
International outdoor advertising	19,345	10,970	54,412	9,910
Other	4,950	3,275	1,002	(484)
Other operating income (expense) - net	(6,490)	(29,559)	13,453	(22,523)
Corporate expenses[1]	(56,617)	(82,968)	(171,289)	(215,812)
Consolidated operating income	$ 268,760	$ 221,096	$ 724,500	$ 563,606

[1] Corporate expenses include expenses related to Radio, Americas outdoor, International outdoor and our Other segment, as well as overall executive, administrative and support functions.

Share-Based Compensation Expense

The following table presents amounts related to share-based compensation expense for the three and nine months ended September 30, 2011 and 2010, respectively:

(In thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
Radio	$ 1,034	$ 1,746	$ 3,470	$ 5,252
Americas outdoor advertising	1,903	2,207	5,745	6,553
International outdoor advertising	792	658	2,396	1,953
Corporate[1]	2,523	3,732	2,670	11,209
Total share-based compensation expense	$ 6,252	$ 8,343	$ 14,281	$ 24,967

[1] Included in corporate share-based compensation for the nine months ended September 30, 2011 is a $6.6 million reversal of expense related to the cancellation of a portion of an executive's stock options.

We completed a voluntary stock option exchange program on March 21, 2011 and exchanged 2.5 million stock options granted under the Clear Channel 2008 Executive Incentive Plan for 1.3 million replacement stock options with a lower exercise price and different service and performance conditions. We accounted for the exchange program as a modification of the existing awards under ASC 718 and will recognize incremental compensation expense of approximately $1.0 million over the service period of the new awards.

Additionally, we recorded compensation expense of $6.0 million in "Corporate expenses" related to shares tendered by Mark P. Mays to us on August 23, 2010 for purchase at $36.00 per share pursuant to a put option included in his amended employment agreement.

As of September 30, 2011, there was $47.5 million of unrecognized compensation cost, net of estimated forfeitures, related to unvested share-based compensation arrangements that will vest based on service conditions. This cost is expected to be recognized over approximately two years. In addition, as of September 30, 2011, there was $14.9 million of unrecognized compensation cost, net of estimated forfeitures, related to unvested share-based compensation arrangements that will vest based on market, performance and service conditions. This cost will be recognized when it becomes probable that the performance condition will be satisfied.

LIQUIDITY AND CAPITAL RESOURCES

Cash Flows

The following discussion highlights our cash flow activities during the nine months ended September 30, 2011 and 2010.

(In thousands)	Nine Months Ended September 30,	
	2011	2010
Cash provided by (used for):		
Operating activities	$ 121,382	$ 316,542
Investing activities	$ (212,265)	$ (165,339)
Financing activities	$ (664,662)	$ (334,363)

Operating Activities

Our net loss, adjusted for $601.1 million of non-cash items, provided positive cash flows of $364.5 million during the first nine months of 2011. Our net loss, adjusted for $541.9 million of non-cash items, resulted in positive cash flows of $134.7 million in the first nine months of 2010. Cash provided by operating activities during the nine months ended September 30, 2011 was $121.4 million compared to $316.5 million of cash provided by operating activities during the nine months ended September 30, 2010. Cash generated by higher operating income compared to the prior year period as a result of improved operating performance was offset by the receipt of $132.3 million in U.S. Federal income tax refunds in the first nine months of 2010 and higher variable compensation payments in the first nine months of 2011 associated with our employee incentive programs based on 2010 operating performance.

Non-cash items affecting our net loss include depreciation and amortization, deferred taxes, (gain) loss on disposal of operating assets, (gain) loss on extinguishment of debt, provision for doubtful accounts, share-based compensation, equity in earnings of nonconsolidated affiliates, amortization of deferred financing charges and note discounts – net and other reconciling items – net as presented on the face of the statement of cash flows.

Investing Activities

Cash used for investing activities during the first nine months of 2011 primarily reflected capital expenditures of $218.1 million. We spent $45.5 million for capital expenditures in our Radio segment, $86.1 million in our Americas outdoor segment primarily related to the construction of new digital billboards, and $78.3 million in our International outdoor segment primarily related to new billboard and street furniture contracts and renewals of existing contracts. Cash of $33.9 million paid for purchases of businesses primarily related to our Westwood Acquisition and the cloud-based music technology business we purchased during the first nine months of 2011. In addition, we received proceeds of $52.4 million primarily related to the sale of radio stations, towers and other assets in our Radio, Americas outdoor, and International outdoor segments.

Cash used for investing activities during the first nine months of 2010 primarily reflected capital expenditures of $169.4 million. We spent $21.6 million for capital expenditures in our Radio segment, $70.6 million in our Americas outdoor segment primarily related to the construction of new billboards, and $68.7 million in our International outdoor segment primarily related to new billboard and street furniture contracts and renewals of existing contracts. In addition, we acquired representation contracts for $10.9 million and received proceeds of $20.6 million primarily related to the sale of radio stations and assets in our Americas outdoor and International outdoor segments.

Financing Activities

Cash used for financing activities during the first nine months of 2011 primarily reflected debt issuances in the February 2011 Offering and the June 2011 Offering, and the use of proceeds from the February 2011 Offering, as well as cash on hand, to prepay $500.0 million of Clear Channel's senior secured credit facilities and repay at maturity Clear Channel's 6.25% senior notes that matured in the first nine months of 2011 as discussed in the "Refinancing Transactions" section within this MD&A. Clear Channel also repaid all outstanding amounts under its receivables based facility prior to, and in connection with, the June 2011 Offering. Cash used for financing activities also included the $95.0 million of pre-existing, intercompany debt owed by acquired Westwood One subsidiaries repaid immediately after the closing of the Westwood Acquisition. Clear Channel repaid its 4.4% senior notes at maturity in May 2011 for $140.2 million, plus accrued interest, with available cash on hand, and repaid $500.0 million of its revolving credit facility on June 27, 2011. Additionally, CC Finco repurchased $80.0 million aggregate principal amount of Clear Channel's 5.5% senior notes for $57.1 million, including accrued interest, as discussed in the "Debt Repurchases, Maturities and Other" section within this MD&A.

Cash used for financing activities during the first nine months of 2010 included draws and repayments on our credit facilities of $160.4 million and $140.3 million, respectively. Our wholly-owned subsidiary, Clear Channel Investments, Inc. ("CC Investments"), repurchased $185.2 million aggregate principal amount of Clear Channel's senior toggle notes for $125.0 million as discussed in the "Debt Repurchases, Maturities and Other" section within this MD&A. Clear Channel repaid its remaining 7.65% senior notes upon maturity for $138.8 million with proceeds from its delayed draw term loan facility that was specifically designated for this purpose. In addition, Clear Channel repaid its remaining 4.50% senior notes upon maturity for $240.0 million with available cash on hand.

Anticipated Cash Requirements

Our ability to fund our working capital needs, debt service and other obligations, and to comply with the financial covenant under our financing agreements depends on our future operating performance and cash flow, which are in turn subject to prevailing economic conditions and other factors, many of which are beyond our control. If our future operating performance does not meet our expectations or our plans materially change in an adverse manner or prove to be materially inaccurate, we may need additional financing. There can be no assurance that such financing, if permitted under the terms of Clear Channel's financing agreements, will be available on terms acceptable to us or at all. The inability to obtain additional financing in such circumstances could have a material adverse effect on our financial condition and on our ability to meet Clear Channel's obligations.

We frequently evaluate strategic opportunities both within and outside our existing lines of business. We expect from time to time to pursue additional acquisitions and may decide to dispose of certain businesses. These acquisitions or dispositions could be material.

Based on our current and anticipated levels of operations and conditions in our markets, we believe that cash on hand, availability under Clear Channel's revolving credit facility and receivables based facility, as well as cash flow from operations will enable us to meet our working capital, capital expenditure, debt service and other funding requirements for at least the next twelve months.

We expect to be in compliance with the covenants contained in Clear Channel's material financing agreements in 2011, including the maximum consolidated senior secured net debt to consolidated EBITDA limitations contained in Clear Channel's senior secured credit facilities. However, our anticipated results are subject to significant uncertainty and our ability to comply with this limitation may be affected by events beyond our control, including prevailing economic, financial and industry conditions. The breach of any covenants set forth in Clear Channel's financing agreements would result in a default thereunder. An event of default would permit the lenders under a defaulted financing agreement to declare all indebtedness thereunder to be due and payable prior to maturity. Moreover, the lenders under the revolving credit facility under Clear Channel's senior secured credit facilities would have the option to terminate their commitments to make further extensions of revolving credit thereunder. If we are unable to repay Clear Channel's obligations under any secured credit facility, the lenders could proceed against any assets that were pledged to secure such facility. In addition, a default or acceleration under any of Clear Channel's material financing agreements could cause a default under other of our obligations that are subject to cross-default and cross-acceleration provisions. The threshold amount for a cross-default under the senior secured credit facilities and receivables based facility is $100.0 million.

SOURCES OF CAPITAL

As of September 30, 2011 and December 31, 2010, we had the following debt outstanding, net of cash and cash equivalents:

(In millions)	September 30, 2011	December 31, 2010
Senior Secured Credit Facilities:		
Term Loan Facilities	$ 10,493.8	$ 10,885.5
Revolving Credit Facility[1]	1,325.6	1,842.5
Delayed Draw Term Loan Facilities	976.8	1,013.2
Receivables Based Facility[2]	—	384.2
Priority Guarantee Notes	1,750.0	—
Other Secured Subsidiary Debt	7.3	4.7
Total Secured Debt	14,553.5	14,130.1
Senior Cash Pay Notes	796.3	796.3
Senior Toggle Notes	829.8	829.8
Clear Channel Senior Notes	1,998.4	2,911.4
Subsidiary Senior Notes	2,500.0	2,500.0
Other Clear Channel Subsidiary Debt	46.8	63.1
Purchase accounting adjustments and original issue discount	(545.0)	(623.3)
Total Debt	20,179.8	20,607.4
Less: Cash and Cash Equivalents	1,165.4	1,920.9
	$ 19,014.4	$ 18,686.5

(1) We had $535.8 million of availability under the Revolving Credit Facility as of September 30, 2011.
(2) As of September 30, 2011, we had available under the Receivables Based Facility the lesser of $625 million (the revolving credit commitment) or the borrowing base amount, as defined under the Receivables Based Facility.

We and our subsidiaries have from time to time repurchased certain debt obligations of Clear Channel and outstanding equity securities of CCOH, and we may in the future, as part of various financing and investment strategies, purchase additional outstanding indebtedness of Clear Channel or its subsidiaries or our outstanding equity securities or outstanding equity securities of CCOH, in tender offers, open market purchases, privately negotiated transactions or otherwise. We may also sell certain assets or properties and use the proceeds to reduce our indebtedness. These purchases or sales, if any, could have a material positive or negative impact on our liquidity available to repay outstanding debt obligations or on our consolidated results of operations. These transactions could also require or result in amendments to the agreements governing outstanding debt obligations or changes in our leverage or other financial ratios, which could have a material positive or negative impact on our ability to comply with the covenants contained in our debt agreements. These transactions, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

The senior secured credit facilities require Clear Channel to comply on a quarterly basis with a financial covenant limiting the ratio of consolidated secured debt, net of cash and cash equivalents, to consolidated EBITDA for the preceding four quarters. Clear Channel's secured debt consists of the senior secured credit facilities, the receivables-based credit facility, the priority guarantee notes and certain other secured subsidiary debt. Clear Channel's consolidated EBITDA for the preceding four quarters of $1.9 billion is calculated as operating income (loss) before depreciation, amortization, impairment charges and other operating income – net, plus non-cash compensation, and is further adjusted for the following items: (i) an increase of $15.6 million for cash received from nonconsolidated affiliates; (ii) an increase of $36.3 million for non-cash items; (iii) an increase of $28.6 million related to expenses incurred associated with our cost savings program; and (iv) an increase of $36.9 million for various other items. The maximum ratio under this financial covenant is currently set at 9.5:1 and becomes more restrictive over time beginning in the second quarter of 2013. At September 30, 2011, our ratio was 7.1:1.

Refinancing Transactions

During the first quarter of 2011 Clear Channel amended its senior secured credit facilities and its receivables based credit facility and issued $1.0 billion aggregate principal amount of 9.0% Priority Guarantee Notes due 2021 (the "Initial Notes"). We capitalized $39.5 million in fees and expenses associated with the offering and are amortizing them through interest expense over the life of the Initial Notes.

Clear Channel used the proceeds of the Initial Notes offering to prepay $500.0 million of the indebtedness outstanding under its senior secured credit facilities. The $500.0 million prepayment was allocated on a ratable basis between outstanding term loans and revolving credit commitments under Clear Channel's revolving credit facility, thus permanently reducing the revolving credit commitments under Clear Channel's revolving credit facility to $1.9 billion. The prepayment resulted in the accelerated expensing of $5.7 million of loan fees recorded in "Other income (expense) – net".

The proceeds from the offering of the Initial Notes, along with available cash on hand, were also used to repay at maturity $692.7 million in aggregate principal amount of Clear Channel's 6.25% senior notes, which matured during the first quarter of 2011.

Clear Channel obtained, concurrent with the offering of the Initial Notes, amendments to its credit agreements with respect to its senior secured credit facilities and its receivables based credit facility (revolving credit commitments under the receivables based facility were reduced from $783.5 million to $625.0 million), which were required as a condition to complete the offering. The amendments, among other things, permit Clear Channel to request future extensions of the maturities of its senior secured credit facilities, provide Clear Channel with greater flexibility in the use of its accordion capacity, provide Clear Channel with greater flexibility to incur new debt, provided that the proceeds from such new debt are used to pay down senior secured credit facility indebtedness, and provide greater flexibility for Clear Channel's indirect subsidiary, CCOH, and its subsidiaries to incur new debt, provided that the net proceeds distributed to Clear Channel from the issuance of such new debt are used to pay down senior secured credit facility indebtedness.

As a result of the prepayment of $500.0 million of indebtedness under Clear Channel's senior secured credit facilities, the scheduled repayment of term loans is revised as set forth below:

(In millions)

Year	Tranche A Term Loan Amortization*	Tranche B Term Loan Amortization**	Tranche C Term Loan Amortization**	Delayed Draw 1 Term Loan Amortization**	Delayed Draw 2 Term Loan Amortization**
2012	–	–	$ 1.0	–	–
2013	$ 88.5	–	$ 12.2	–	–
2014	$ 998.6	–	$ 7.0	–	–
2015	–	–	$ 3.4	–	–
2016	–	$ 8,735.9	$ 647.2	$ 568.6	$ 408.2
Total	$ 1,087.1	$ 8,735.9	$ 670.8	$ 568.6	$ 408.2

*Balance of Tranche A Term Loan is due July 30, 2014

**Balance of Tranche B Term Loan, Tranche C Term Loan, Delayed Draw 1 Term Loan and Delayed Draw 2 Term Loan are due January 29, 2016

In June 2011, Clear Channel issued an additional $750.0 million in aggregate principal amount of 9.0% Priority Guarantee Notes due 2021 (the "Additional Notes") at an issue price of 93.845% of the principal amount of the Additional Notes. Interest on the Additional Notes accrued from February 23, 2011 and accrued interest was paid by the purchaser at the time of delivery of the Additional Notes on June 14, 2011. Of the $703.8 million of proceeds from the issuance of the Additional Notes ($750.0 million aggregate principal amount net of $46.2 million of discount), Clear Channel used $500 million for general corporate purposes (to replenish cash on hand that Clear Channel previously used to pay senior notes at maturity on March 15, 2011 and May 15, 2011) and intends to use the remaining $203.8 million to repay at maturity a portion of Clear Channel's 5% senior notes which mature in March 2012.

We capitalized an additional $7.1 million in fees and expenses associated with the offering of the Additional Notes and are amortizing them through interest expense over the life of the Additional Notes.

The Additional Notes were issued as additional notes under the indenture, dated as of February 23, 2011 (the "Indenture"), among Clear Channel, the guarantors named therein (the "Guarantors"), Wilmington Trust FSB, as trustee (the "Trustee"), and the

other agents named therein, under which Clear Channel previously issued the Initial Notes. The Additional Notes were issued pursuant to a supplemental indenture to the Indenture, dated as of June 14, 2011, between Clear Channel and the Trustee.

The Initial Notes and the Additional Notes (collectively, the "9.0% Priority Guarantee Notes") have identical terms and are treated as a single class. The 9.0% Priority Guarantee Notes mature on March 1, 2021 and bear interest at a rate of 9.0% per annum, payable semi-annually in arrears on March 1 and September 1 of each year, beginning on September 1, 2011. The 9.0% Priority Guarantee Notes are Clear Channel's senior obligations and are fully and unconditionally guaranteed, jointly and severally, on a senior basis by the Guarantors. The 9.0% Priority Guarantee Notes and the Guarantors' obligations under the guarantees are secured by (i) a lien on (a) the capital stock of Clear Channel and (b) certain property and related assets that do not constitute "principal property" (as defined in the indenture governing certain legacy notes of Clear Channel), in each case equal in priority to the liens securing the obligations under Clear Channel's senior secured credit facilities, subject to certain exceptions, and (ii) a lien on the accounts receivable and related assets securing Clear Channel's receivables based credit facility junior in priority to the lien securing Clear Channel's obligations thereunder, subject to certain exceptions.

Clear Channel may redeem the 9.0% Priority Guarantee Notes at its option, in whole or part, at any time prior to March 1, 2016, at a price equal to 100% of the principal amount of the 9.0% Priority Guarantee Notes redeemed, plus accrued and unpaid interest to the redemption date and plus an applicable premium. Clear Channel may redeem the 9.0% Priority Guarantee Notes, in whole or in part, on or after March 1, 2016, at the redemption prices set forth in the Indenture plus accrued and unpaid interest to the redemption date. At any time on or before March 1, 2014, Clear Channel may elect to redeem up to 40% of the aggregate principal amount of the 9.0% Priority Guarantee Notes at a redemption price equal to 109.0% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net proceeds of one or more equity offerings.

The Indenture contains covenants that limit Clear Channel's ability and the ability of its restricted subsidiaries to, among other things: (i) pay dividends, redeem stock or make other distributions or investments; (ii) incur additional debt or issue certain preferred stock; (iii) modify any of Clear Channel's existing senior notes; (iv) transfer or sell assets; (v) engage in certain transactions with affiliates; (vi) create restrictions on dividends or other payments by the restricted subsidiaries; and (vii) merge, consolidate or sell substantially all of Clear Channel's assets. The Indenture contains covenants that limit Clear Channel Capital I, LLC's and Clear Channel's ability and the ability of its restricted subsidiaries to, among other things: (i) create liens on assets and (ii) materially impair the value of the security interests taken with respect to the collateral for the benefit of the notes collateral agent and the holders of the 9.0% Priority Guarantee Notes. The Indenture also provides for customary events of default.

Dispositions

During the first nine months of 2011, we disposed of 13 radio stations for approximately $22.3 million and recorded a loss of $0.3 million in "Other operating income (expense) – net."

On October 15, 2010, CCOH transferred its interest in its Branded Cities operations to its joint venture partner, The Ellman Companies. The long-lived tangible and intangible assets of the Branded Cities operations were transferred for less than their carrying values in connection with this transaction. In connection with this event, we recorded a non-cash charge in the third quarter of 2010 of approximately $23.6 million in "Other operating income (expense) — net" to present these assets at their estimated fair values as of September 30, 2010.

USES OF CAPITAL

Debt Repurchases, Maturities and Other

During the third quarter of 2011, CC Finco repurchased $80.0 million aggregate principal amount of Clear Channel's outstanding 5.5% senior notes due 2014 for $57.1 million, including accrued interest, through an open market purchase. Notes repurchased by CC Finco are eliminated in consolidation.

During the second quarter of 2011, Clear Channel repaid its 4.4% senior notes at maturity for $140.2 million (net of $109.8 million principal amount held by and repaid to a subsidiary of Clear Channel), plus accrued interest, with available cash on hand. Prior to, and in connection with the June 2011 Offering, Clear Channel repaid all amounts outstanding under its receivables based credit facility on June 8, 2011, using cash on hand. This voluntary repayment did not reduce Clear Channel's commitments under this facility and Clear Channel may reborrow amounts under this facility at any time. In addition, on June 27, 2011, Clear Channel made a

voluntary payment of $500.0 million on its revolving credit facility, which did not reduce Clear Channel's commitments under this facility and Clear Channel may reborrow amounts under this facility at any time.

During the first nine months of 2010, CC Investments repurchased $185.2 million aggregate principal amount of certain of Clear Channel's outstanding senior toggle notes for $125.0 million through an open market purchase. Notes repurchased by CC Investments are eliminated in consolidation.

On July 16, 2010, Clear Channel made the election to pay interest on the senior toggle notes entirely in cash, effective for the interest period commencing August 1, 2010. Assuming the cash interest election remains in effect for the remaining term of the notes, Clear Channel will be contractually obligated to make a payment to bondholders of $57.4 million on August 1, 2013.

Additionally, during the first nine months of 2010, Clear Channel repaid its remaining 7.65% senior notes upon maturity for $138.8 million, including $5.1 million of accrued interest, with proceeds from its delayed draw term loan facility that was specifically designated for this purpose. Also during the first nine months of 2010, Clear Channel repaid its remaining 4.50% senior notes upon maturity for $240.0 million with available cash on hand.

Acquisitions

On April 29, 2011, we purchased the traffic business of Westwood One for $24.3 million to add a complementary traffic operation to our existing traffic business. Immediately after closing, the acquired subsidiaries repaid pre-existing, intercompany debt owed by the subsidiaries to Westwood One in the amount of $95.0 million. The U.S. Department of Justice has closed its review of this acquisition.

Stock Purchases

On August 9, 2010, Clear Channel announced that its board of directors approved a stock purchase program under which Clear Channel or its subsidiaries may purchase up to an aggregate of $100 million of the Class A common stock of the Company and/or the Class A common stock of CCOH. The stock purchase program does not have a fixed expiration date and may be modified, suspended or terminated at any time at Clear Channel's discretion. During the third quarter of 2011, CC Finco purchased 998,250 shares of CCOH's Class A common stock through open market purchases for approximately $10.7 million.

Certain Relationships with the Sponsors

We are party to a management agreement with certain affiliates of Bain Capital Partners, LLC and Thomas H. Lee Partners, L.P. (together, the "Sponsors") and certain other parties pursuant to which such affiliates of the Sponsors will provide management and financial advisory services until 2018. These arrangements require management fees to be paid to such affiliates of the Sponsors for such services at a rate not greater than $15.0 million per year, plus reimbursable expenses. For the three months ended September 30, 2011 and 2010, we recognized management fees of $3.8 million in each period and reimbursable expenses of $0.7 million for the three months ended September 30, 2010. For the nine months ended September 30, 2011 and 2010, we recognized management fees of $11.3 million in each period and reimbursable expenses of $0.6 million and $1.7 million, respectively.

Commitments, Contingencies and Guarantees

We are currently involved in certain legal proceedings arising in the ordinary course of business and, as required, have accrued our estimate of the probable costs for resolution of those claims for which the occurrence of loss is probable and the amount can be reasonably estimated. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in our assumptions or the effectiveness of our strategies related to these proceedings.

SEASONALITY

Typically, our Radio, Americas outdoor and International outdoor segments experience their lowest financial performance in the first quarter of the calendar year, with International outdoor historically experiencing a loss from operations in that period. Our Radio and Americas outdoor segments historically experience consistent performance for the remainder of the calendar year. Our International outdoor segment typically experiences its strongest performance in the second and fourth quarters of the calendar year. We expect this trend to continue in the future.

MARKET RISK

We are exposed to market risks arising from changes in market rates and prices, including movements in interest rates, equity security prices and foreign currency exchange rates.

Equity Price Risk

The carrying value of our available-for-sale equity securities is affected by changes in their quoted market prices. It is estimated that a 20% change in the market prices of these securities would change their carrying value and comprehensive loss at September 30, 2011 by $12.3 million.

Interest Rate Risk

A significant amount of our long-term debt bears interest at variable rates. Accordingly, our earnings will be affected by changes in interest rates. At September 30, 2011 we had an interest rate swap agreement with a $2.5 billion notional amount that effectively fixes interest rates on a portion of our floating rate debt at a rate of 4.4%, plus applicable margins, per annum. The fair value of this agreement at September 30, 2011 was a liability of $176.7 million. At September 30, 2011, approximately 50% of our aggregate principal amount of long-term debt, including taking into consideration debt on which we have entered into a pay-fixed-rate-receive-floating-rate swap agreement, bears interest at floating rates.

Assuming the current level of borrowings and interest rate swap contracts and assuming a 30% change in LIBOR, our interest expense for the three and nine months ended September 30, 2011 would have changed by approximately $1.8 million and $5.5 million, respectively.

In the event of an adverse change in interest rates, management may take actions to further mitigate its exposure. However, due to the uncertainty of the actions that would be taken and their possible effects, the preceding interest rate sensitivity analysis assumes no such actions. Further, the analysis does not consider the effects of the change in the level of overall economic activity that could exist in such an environment.

Foreign Currency Exchange Rate Risk

We have operations in countries throughout the world. Foreign operations are measured in their local currencies. As a result, our financial results could be affected by factors such as changes in foreign currency exchange rates or weak economic conditions in the foreign markets in which we have operations. We believe we mitigate a small portion of our exposure to foreign currency fluctuations with a natural hedge through borrowings in currencies other than the U.S. dollar. Our foreign operations reported net income of approximately $8.6 million and $41.8 million for the three and nine months ended September 30, 2011, respectively. We estimate a 10% increase in the value of the U.S. dollar relative to foreign currencies would have increased our net loss for the three and nine months ended September 30, 2011 by approximately $0.9 million and $4.2 million, respectively, and that a 10% decrease in the value of the U.S. dollar relative to foreign currencies would have decreased our net loss by a corresponding amount.

This analysis does not consider the implications that such currency fluctuations could have on the overall economic activity that could exist in such an environment in the U.S. or the foreign countries or on the results of operations of these foreign entities.

Inflation

Inflation is a factor in the economies in which we do business and we continue to seek ways to mitigate its effect. Inflation has affected our performance in terms of higher costs for wages, salaries and equipment. Although the exact impact of inflation is indeterminable, we believe we have offset these higher costs by increasing the effective advertising rates of most of our broadcasting stations and outdoor display faces.

NEW ACCOUNTING PRONOUNCEMENTS

In December 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2010-29, *Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations*. This ASU updates Topic 805 to specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments of this ASU are effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. We adopted the provisions of ASU 2010-29 on January 1, 2011 without material impact to our disclosures.

In April 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*. The amendments in this ASU change the wording used to describe many of the requirements in U.S. GAAP for measuring fair value and for disclosing information about fair value measurements. For many of the requirements, the FASB does not intend for the amendments in this ASU to result in a change in the application of the requirements in Topic 820. Some of the amendments clarify the FASB's intent about the application of existing fair value measurement requirements. Other amendments change a particular principle or requirement for measuring fair value or for disclosing information about fair value measurements. The amendments in this ASU are to be applied prospectively for interim and annual periods beginning after December 15, 2011. We do not expect the provisions of ASU 2011-04 to have a material effect on our financial position or results of operations.

In June 2011, the FASB issued ASU No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income.* This ASU improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income by eliminating the option to present components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The changes apply for interim and annual financial statements and should be applied retrospectively, effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Early adoption is permitted. We currently comply with the provisions of this ASU by presenting the components of comprehensive income in a single continuous financial statement within our consolidated statement of operations for both interim and annual periods.

In September 2011, the FASB issued ASU No. 2011-08*, Intangibles-Goodwill and Other (Topic 350): Testing Goodwill for Impairment.* Under the revised guidance, entities testing goodwill for impairment have the option of performing a qualitative assessment before calculating the fair value of the reporting unit (i.e., step 1 of the goodwill impairment test). If entities determine, on the basis of qualitative factors, that the fair value of the reporting unit is more likely than not less than the carrying amount, the two-step impairment test would be required. The ASU does not change how goodwill is calculated or assigned to reporting units, nor does it revise the requirement to test goodwill annually for impairment. The amendments are effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early adoption is permitted. We adopted the provisions of this ASU as of October 1, 2011 and are currently evaluating the impact of adoption.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements made by us or on our behalf. Except for the historical information, this report contains various forward-looking statements which represent our expectations or beliefs concerning future events, including, without limitation, our future operating and financial performance, our ability to comply with the covenants in the agreements governing our indebtedness and the availability of capital and the terms thereof. Statements expressing expectations and projections with respect to future matters are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We caution that these forward-looking statements involve a number of risks and uncertainties and are subject to many variables which could impact our future performance. These statements are made on the basis of management's views and assumptions, as of the time the statements are made, regarding future events and performance. There can be no assurance, however, that management's expectations will necessarily come to pass. We do not intend, nor do we undertake any duty, to update any forward-looking statements.

A wide range of factors could materially affect future developments and performance, including:

- the impact of our substantial indebtedness, including the effect of our leverage on our financial position and earnings;
- the need to allocate significant amounts of our cash flow to make payments on our indebtedness, which in turn could reduce our financial flexibility and ability to fund other activities;
- risks associated with a global economic downturn and its impact on capital markets;
- other general economic and political conditions in the United States and in other countries in which we currently do business, including those resulting from recessions, political events and acts or threats of terrorism or military conflicts;
- the impact of the geopolitical environment;
- industry conditions, including competition;
- legislative or regulatory requirements;
- fluctuations in operating costs;
- technological changes and innovations;
- changes in labor conditions;
- capital expenditure requirements;

- fluctuations in exchange rates and currency values;
- the outcome of pending and future litigation;
- changes in interest rates;
- taxes and tax disputes;
- shifts in population and other demographics;
- access to capital markets and borrowed indebtedness;
- the risk that we may not be able to integrate the operations of acquired companies successfully;
- the risk that our cost savings initiatives may not be entirely successful or that any cost savings achieved from those initiatives may not persist; and
- certain other factors set forth in Item 1A of Part II of this report and in our other filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2010.

This list of factors that may affect future performance and the accuracy of forward-looking statements is illustrative and is not intended to be exhaustive. Accordingly, all forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Required information is presented under "Market Risk" within Item 2 of this Part I.

ITEM 4. CONTROLS AND PROCEDURES

Under the supervision and with the participation of management, including our Chief Executive Officer, who joined us effective October 2, 2011, and our Chief Financial Officer, we have carried out an evaluation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2011 to ensure that information we are required to disclose in reports that are filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the SEC and is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II -- OTHER INFORMATION

Item 1. Legal Proceedings

We currently are involved in certain legal proceedings arising in the ordinary course of business and, as required, have accrued an estimate of the probable costs for the resolution of those claims for which the occurrence of loss is probable and the amount can be reasonably estimated. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in our assumptions or the effectiveness of our strategies related to these proceedings. Additionally, due to the inherent uncertainty of litigation, there can be no assurance that the resolution of any particular claim or proceeding would not have a material adverse effect on our financial condition or results of operations.

Certain of our subsidiaries are co-defendants with Live Nation (which was spun off as an independent company in December 2005) in 22 putative class actions filed by different named plaintiffs in various district courts throughout the country beginning in May 2006. These actions generally allege that the defendants monopolized or attempted to monopolize the market for "live rock concerts" in violation of Section 2 of the Sherman Act. Plaintiffs claim that they paid higher ticket prices for defendants' "rock concerts" as a result of defendants' conduct. They seek damages in an undetermined amount. On April 17, 2006, the Judicial Panel for Multidistrict Litigation centralized these class action proceedings in the Central District of California. The district court has certified classes in five "template" cases involving five regional markets: Los Angeles, Boston, New York, Chicago and Denver. Fact discovery has closed, and expert discovery is ongoing.

In the Master Separation and Distribution Agreement between one of our subsidiaries and Live Nation that was entered into in connection with the spin-off of Live Nation in December 2005, Live Nation agreed, among other things, to assume responsibility for legal actions existing at the time of, or initiated after, the spin-off in which we are a defendant if such actions relate in any material respect to the business of Live Nation. Pursuant to the Agreement, Live Nation also agreed to indemnify us with respect to all liabilities assumed by Live Nation, including those pertaining to the claims discussed above.

On or about July 12, 2006 and April 12, 2007, two of our operating businesses (L&C Outdoor Ltda. ("L&C") and Publicidad Klimes São Paulo Ltda. ("Klimes"), respectively) in the São Paulo, Brazil market received notices of infraction from the state taxing authority, seeking to impose a value added tax ("VAT") on such businesses, retroactively for the period from December 31, 2001 through January 31, 2006. The taxing authority contends that these businesses fall within the definition of "communication services" and as such are subject to the VAT.

L&C and Klimes have filed separate petitions to challenge the imposition of this tax. L&C's challenge was unsuccessful at the first administrative level, but successful at the second administrative level. The state taxing authority filed an appeal to the third and final administrative level, which required consideration by a full panel of 16 administrative law judges. On September 27, 2010, L&C received an unfavorable ruling at this final administrative level, which concluded that the VAT applied. L&C intends to appeal this ruling to the judicial level. In addition, L&C has filed a petition to have the case remanded to the second administrative level for consideration of the reasonableness of the amount of the penalty assessed against it. The amounts allegedly owed by L&C are approximately $8.8 million in taxes, approximately $17.5 million in penalties and approximately $31.6 million in interest (as of September 30, 2011 at an exchange rate of 0.547). On August 8, 2011, Brazil's National Council of Fiscal Policy (CONFAZ) published a rule authorizing sixteen states, including the State of São Paulo, to reduce the principal amount of VAT allegedly owed for communications services; the rule also authorizes the states to reduce or waive related interest and penalties. The State of São Paulo ratified the amnesty in late August 2011. However, it is not required to reduce the principal amount of VAT or waive the payment of penalties and interest. In late 2011 or early 2012, we expect the São Paulo state legislature to pass legislation setting forth the precise terms of the amnesty. Based on the uncertainty of any amnesty terms that may be offered, we do not know whether the offered terms will be acceptable. Accordingly, we continue to vigorously pursue our case in the administrative courts and, if necessary, in the relevant appellate courts. At September 30, 2011, the range of reasonably possible loss is from zero to approximately $58 million. The maximum loss that could ultimately be paid depends on the timing of the final resolution at the judicial level and applicable future interest rates. Based on our review of the law, the outcome of similar cases at the judicial level and the advice of counsel, we have not accrued any costs related to these claims and believe the occurrence of loss is not probable.

Klimes' challenge was unsuccessful at the first administrative level, and denied at the second administrative level on or about September 24, 2009. On January 5, 2011, the administrative law judges at the third administrative level published a ruling that the VAT applies but significantly reduced the penalty assessed by the taxing authority. With the penalty reduction, the amounts allegedly owed by Klimes are approximately $9.9 million in taxes, approximately $4.9 million in penalties and approximately $19.3 million in interest (as of September 30, 2011 at an exchange rate of 0.547). In late February 2011, Klimes filed a writ of mandamus in the 13th lower public treasury court in São Paulo, State of São Paulo, appealing the administrative court's decision that the VAT applies. On that same day, Klimes filed a motion for an injunction barring the taxing authority from collecting the tax, penalty and interest while

the appeal is pending. The court denied the motion in early April 2011. Klimes filed a motion for reconsideration with the court and also appealed that ruling to the São Paulo State Higher Court, which affirmed in late April 2011. On June 20, 2011, the 13th lower public treasury court in São Paulo reconsidered its prior ruling and granted Klimes an injunction suspending any collection effort by the taxing authority until a decision on the merits is obtained at the first judicial level. On August 8, 2011, Brazil's National Council of Fiscal Policy (CONFAZ) published a rule authorizing sixteen states, including the State of São Paulo, to reduce the principal amount of VAT allegedly owed for communications services; the rule also authorizes the states to reduce or waive related interest and penalties. The State of São Paulo ratified the amnesty in late August 2011. However, it is not required to reduce the principal amount of VAT or waive the payment of penalties and interest. In late 2011 or early 2012, we expect the São Paulo state legislature to pass legislation setting forth the precise terms of the amnesty. Based on the uncertainty of any amnesty terms that may be offered, we do not know whether the offered terms will be acceptable. Accordingly, we continue to vigorously pursue our appeal in the 13th lower public treasury court. At September 30, 2011, the range of reasonably possible loss is from zero to approximately $34 million. The maximum loss that could ultimately be paid depends on the timing of the final resolution at the judicial level and applicable future interest rates. Based on our review of the law, the outcome of similar cases at the judicial level and the advice of counsel, we have not accrued any costs related to these claims and believe the occurrence of loss is not probable.

Item 1A. Risk Factors

For information regarding our risk factors, please refer to Item 1A in our Annual Report on Form 10-K for the year ended December 31, 2010. There have not been any material changes in the risk factors disclosed in the 2010 Annual Report on Form 10-K, except as set forth below to reflect the appointment of our Chief Executive Officer on October 2, 2011:

Our business is dependent on our management team and other key individuals.

Our business is dependent upon the performance of our management team and other key individuals. A number of key individuals have joined us over the past two years, including Robert W. Pittman, who became our Chief Executive Officer on October 2, 2011. Although we have entered into agreements with some members of our management team and certain other key other individuals, we can give no assurance that all or any of our management team and other key individuals will remain with us. Competition for these individuals is intense and many of our key employees are at-will employees who are under no legal obligation to remain with us, and may decide to leave for a variety of personal or other reasons beyond our control. If members of our management or key individuals decide to leave us in the future, or if we are not successful in attracting, motivating and retaining other key employees, our business could be adversely affected.

Additional information relating to risk factors is described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" under "Cautionary Statement Concerning Forward-Looking Statements."

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table sets forth the purchases made during the quarter ended September 30, 2011 by or on behalf of the Company or an affiliated purchaser of shares of our Class A common stock registered pursuant to Section 12 of the Exchange Act:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs
July 1 through July 31	—	—	—	(1)
August 1 through August 31	—	—	—	(1)
September 1 through September 30	—	—	—	(1)
Total	—	—	—	$ 89,376,653 (1)

(1) On August 9, 2010, Clear Channel Communications, Inc., an indirect subsidiary of the Company, announced that its board of directors approved a stock purchase program under which Clear Channel Communications, Inc. or its subsidiaries may purchase up to an aggregate of $100 million of the Class A common stock of the Company and/or the Class A common stock of Clear Channel Outdoor Holdings, Inc., an indirect subsidiary of Clear Channel Communications, Inc. No shares of the Company's Class A common stock were purchased under the stock purchase program during the three months ended September 30, 2011. However, during the three months ended September 30, 2011, a subsidiary of Clear Channel Communications, Inc. purchased $10,623,347 of the Class A common stock of Clear Channel Outdoor Holdings, Inc. (998,250 shares) through open market purchases, leaving an aggregate of

$89,376,653 available under the stock purchase program to purchase the Class A common stock of the Company and/or the Class A common stock of Clear Channel Outdoor Holdings, Inc. The stock purchase program does not have a fixed expiration date and may be modified, suspended or terminated at any time at Clear Channel Communications, Inc.'s discretion.

Item 3. Defaults Upon Senior Securities

None

Item 4. (Removed and Reserved)

Item 5. Other Information

None

Item 6. Exhibits

Exhibit Number	Description
10.1*	Employment Agreement dated as of October 2, 2011 between Robert Pittman and CC Media Holdings, Inc.
10.2*	Executive Option Agreement dated as of October 2, 2011 between Robert Pittman and CC Media Holdings, Inc.
10.3*	Stock Purchase Agreement dated as of November 15, 2010 by and among CC Media Holdings, Inc., Clear Channel Capital IV, LLC, Clear Channel Capital V, L.P. and Pittman CC LLC.
10.4	Amended and Restated Stock Option Agreement dated as of August 11, 2011 between C. William Eccleshare and Clear Channel Outdoor Holdings, Inc. (Incorporated by reference to Exhibit 10.1 to Clear Channel Outdoor Holdings, Inc.'s Current Report on Form 8-K filed on August 12, 2011).
11*	Statement re: Computation of Per Share Earnings (Loss).
31.1*	Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101***	Interactive Data Files

* Filed herewith.
** Furnished herewith.
*** In accordance with Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CC MEDIA HOLDINGS, INC.

October 31, 2011

/s/ Scott D. Hamilton
Scott D. Hamilton
Senior Vice President, Chief Accounting Officer and Assistant Secretary

Exhibit 10.1

EXECUTION COPY

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into and effective this 2nd day of October, 2011 (the "Effective Date") by and between CC Media Holdings, Inc. (the "Company") and Robert Pittman (the "Employee").

WHEREAS, the Company and the Employee desire to enter into an employment relationship under the terms and conditions set forth in this Agreement, which, except as provided herein, supersedes the Consulting Agreement between the Company, the Employee and Pilot Group Manager LLC, dated November 15, 2010 (the "Consulting Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM OF EMPLOYMENT. The Company hereby agrees to employ the Employee, and the Employee hereby agrees to be employed by the Company, in accordance with the terms and conditions of this Agreement, for the period commencing as of the Effective Date and ending on December 31, 2016 (the "Initial Term"). On January 1, 2017 and each anniversary thereof, the term of this Agreement shall be automatically extended for successive one year periods unless either the Company or the Employee elects not to extend this Agreement by giving at least sixty (60) days' advance written notice of non-renewal to the other party that the Employment Period shall not be extended. If this Agreement is extended pursuant to the foregoing provisions, all terms and conditions of this Agreement shall remain the same; provided, however, that the terms of this Agreement may be modified in accordance with Section 15. The period of time between the Effective Date and the termination of the Employee's employment hereunder shall be referred to herein as the "Employment Period" or "Term."

2. TITLE AND EXCLUSIVE SERVICES.

(A) TITLE AND DUTIES. During the Employment Period, the Employee shall serve as (i) Chief Executive Officer of the Company and (ii) Executive Chairman of the Board of Directors of Clear Channel Outdoor Holdings, Inc. ("CC Outdoor" and together with the Company, the "Company Group"). The Employee will perform job duties that are usual and customary for these positions, and will perform additional services and duties that the Company Group may from time to time designate that are consistent with the usual and customary duties of these positions. In his capacity as Chief Executive Officer of the Company, the Employee will report to the Company's Board of Directors (the "Board") and, in his capacity as Chairman of CC Outdoor, the Employee will report to CC Outdoor's Board of Directors. The Employee acknowledges receipt of the Company Group's Code of Business Conduct and Ethics and will review and abide by its terms. The Company Group acknowledges and agrees that the Employee may exercise discretion regarding the time and location for performance of his services under this Agreement.

(B) EXCLUSIVE SERVICES. The Employee will devote his substantial working time and efforts to the business and affairs of the Company Group and its subsidiaries

and affiliates; provided that nothing herein shall preclude the Employee from (i) serving on the corporate, civic or charitable boards or committees listed on Exhibit A, or such other boards and committees on which the Employee is active as of the Effective Date which are disclosed to the Board within one (1) week from the Effective Date; (ii) with advance notice to the Board, participating (including as a board member) in educational, welfare, social, religious and civic organizations; (iii) engaging in venture investing, and performing advisory services with respect to such investments, either individually or through entities formed with others for such purpose; and (iv) such other activities that do not violate Section 4 hereof, in each case, as do not interfere or conflict with the Employee's satisfactory performance of his obligations hereunder or conflict in any material way with the business of the Company Group. The parties further acknowledge and agree that the Employee is a founding member of Pilot Group LP and Pilot Group II LP and may continue to provide services to, or in respect of existing investments held by, Pilot Group LP and Pilot Group II LP on a basis consistent with the level of services provided thereto since November 15, 2010.

3. COMPENSATION AND BENEFITS.

(A) BASE SALARY. The Employee shall be paid an annual salary of One Million Dollars ($1,000,000.00) ("Base Salary"). All payments of base salary will be made in installments according to the Company's regular payroll practice, prorated monthly or weekly where appropriate, and subject to any increases that are determined to be appropriate by the Board or its Compensation Committee.

(B) PERFORMANCE BONUS. The Employee will be paid during the calendar year following that in which the performance bonus has been earned any performance bonus earned in accordance with the Performance Bonus Calculation attached as Exhibit B to this Employment Agreement. The Employee's target annual bonus (the "Target Bonus") for the achievement of reasonable performance goals set in good faith after consultation with the Employee shall be One Million Six Hundred and Fifty Thousand Dollars ($1,650,000.00).

(C) EMPLOYMENT BENEFIT PLANS. The Employee will be entitled to participate in all pension, profit sharing, and other retirement plans, all incentive compensation plans, and all group health, hospitalization and disability or other insurance plans, paid vacation, sick leave and other employee welfare benefit plans in which other similarly situated employees of the Company may participate as stated in the employee guide.

(D) AIRCRAFT USAGE. During the Term, the Company shall make an aircraft (which, to the extent available, will be a Dassault-Breguet Mystere Falcon 900 (the "Falcon")) available for the Employee's business and personal use. The Company will pay all costs associated with the provision of aircraft as described in this Section 3(D). To the extent the Employee maintains appropriate licenses and meets all applicable insurance requirements, the Company acknowledges and agrees that the Employee may pilot the Falcon or other aircraft made available pursuant to this Section 3(D) and will be named on any applicable insurance policies with liability limits equivalent to those in place as of the date of this Agreement. To the extent that the Falcon or another company aircraft is not available due to service or maintenance issues, the Company shall charter a comparable aircraft for Employee's business and personal use, it being understood and agreed that the Employee shall not be permitted to pilot any aircraft

so chartered. The Employee shall have the right to the use of such aircraft for travel that is not for Company business (including flights on which the Employee is not present), it being understood and agreed that the Employee shall not be restricted in the number of guests that may travel on either personal or business travel; provided that at all times (i) the total number of passengers shall not exceed the operating limitations for such flight as determined by the pilot-in-command and (ii) the number of available seats for guests shall be determined after the transportation needs of persons traveling on Company business shall be satisfied. The Company shall impute income to the Employee for use of the aircraft as required by applicable tax law in accordance with the SIFL method and the Employee agrees that the Company may withhold all required taxes associated therewith from amounts otherwise payable to the Employee hereunder and, in the event such amounts are insufficient to satisfy the Company's withholding obligations, to enter into other arrangements reasonably satisfactory to the Company to fund such taxes. The Employee shall have the right to approve the availability of the Falcon for use by Company personnel as shall be further reflected in any Company aircraft use policy. The Company will consider the Employee's preferences when assigning the crew and service personnel to a flight operated by the Company but, as the party with operational control of the flight and in accordance with FAA requirements, the Company shall make the final decision in assigning crew to each flight operated by it and the charter company shall have sole and exclusive responsibility for assigning crew to the flights chartered by the Company for the Employee. Except as set forth herein, the Employee's use of the aircraft shall be consistent with applicable Company policy, it being understood and agreed that such policies will in no way prohibit or restrict Employee's personal use of the aircraft or otherwise impose obligations or requirements that are inconsistent with this paragraph.

(E) CAR AND DRIVER. During the Term, the Company shall make a car and driver (which is expected to be a third party car service) available for the Employee's business and personal use in and around the New York area as well as anywhere else on Company business. The Company shall impute income to the Employee for use of such car and driver as required by applicable tax law in accordance with the SIFL method and the Employee agrees that the Company may withhold all required taxes associated therewith from amounts otherwise payable to the Employee hereunder and, in the event such amounts are insufficient to satisfy the Company's withholding obligations, to enter into other arrangements reasonably satisfactory to the Company to fund such taxes.

(F) EXPENSES. The Company will pay or reimburse the Employee for all normal and reasonable travel and entertainment expenses incurred by the Employee in connection with the Employee's responsibilities to the Company Group upon submission of proper vouchers in accordance with the Company's expense reimbursement policy. The Company shall promptly reimburse the Employee for the reasonable legal fees incurred by the Employee in connection with negotiating this Agreement in an amount up to $25,000.00.

(G) EQUITY.

(i) Within 30 days following the Effective Date, the Company shall grant the Employee an option to purchase 830,000 shares of the Company's stock with an exercise price equal to $36 per share substantially in the form set forth on Exhibit C attached hereto.

(ii) The Company and the Employee acknowledge and agree that the Employee is a party to that certain Stock Purchase Agreement, dated November 15, 2010 by and among CC Media, Clear Channel Capital IV, LLC, Clear Channel Capital V, L.P., and Pittman CC LLC (the "Stock Purchase Agreement") and that the Company and its affiliates have certain repurchase rights set forth in Sections 4, 5 and 6 of the Stock Purchase Agreement with respect to a specified number of Purchased Shares (as defined in the Stock Purchase Agreement) (the "Repurchase Rights"). The parties agree that the transition of the status of the Employee from a consultant to an employee pursuant to this Agreement shall not trigger any repurchase rights under the Stock Purchase Agreement. Effective as of the Effective Date and except as provided below, the Repurchase Rights shall lapse so that the Company and its affiliates shall not be permitted to exercise the Repurchase Right with respect to any of the Purchased Shares and the Employee shall be deemed vested in all of the Purchased Shares; provided that if the Employee's employment with the Company terminates for any reason before the third anniversary of the effective date of the Stock Purchase Agreement, the Repurchase Rights and related vesting provisions shall be reinstated and may be exercised in accordance with the applicable provisions of the Stock Purchase Agreement with respect to the following percentage of the Purchased Shares that may otherwise be repurchased pursuant to the Stock Purchase Agreement: (i) 100% if such termination occurs before the second anniversary of the Effective Date of this Agreement, and (ii) 50% if such termination occurs on and after the second anniversary of the Effective Date of this Agreement and before the third anniversary of the effective date of the Stock Purchase Agreement. The aggregate purchase price paid in connection with the exercise of any applicable Repurchase Right shall be as set forth in the Stock Purchase Agreement except that if the Employee's employment with the Company is terminated by the Company without Cause or by the Employee with Good Cause before the third anniversary of the effective date of the Stock Purchase Agreement and the repurchase date is the Exit Date (as defined in the Stock Purchase Agreement), the aggregate purchase price shall be the applicable number of shares to be repurchased multiplied by the higher of (A) the Original Per Share Cost (as defined in the Stock Purchase Agreement) of such shares; plus interest, compounded quarterly, accruing from the effective date of the Stock Purchase Agreement to the applicable repurchase date at a rate of four percent (4%) and (B) the Fair Market Value (as defined in the Stock Purchase Agreement) of such shares as of the date that Employee's employment is terminated. For the sake of clarity, (A) a termination of the Employee's employment by the Company for Cause shall be treated as a termination of the Employee's engagement by the Company pursuant to Section 5.2(i) of the Stock Purchase Agreement for purposes of applying the repurchase provisions of the Stock Purchase Agreement, (B) a termination of the Employee's employment by the Employee without Good Cause shall be treated as a termination of the Employee's engagement by the Employee without Good Reason for purposes of applying the repurchase provisions of the Stock Purchase Agreement and (C) a mutual termination of the Employee's employment by the Company and the Employee shall be considered to be a mutual termination of the Employee's engagement for purposes of applying the repurchase provisions of Section 5.1 of the Stock Purchase Agreement.

(iii) The Employee's right to demand that the Company repurchase a specified number of Purchased Shares as set forth in Section 5.3 of the Stock Purchase Agreement shall apply in the event that the Employee is terminated by the Company without Cause or by the Employee for Good Cause.

4. RESTRICTIVE COVENANTS.

(A) PROPRIETARY INFORMATION. The Employee recognizes and acknowledges that the Proprietary Information (as defined below) is a valuable, special and unique asset of the Company Group and its subsidiaries. As a result, both during the Term and thereafter, the Employee shall not, without the prior written consent of the Company, for any reason either directly or indirectly divulge to any third-party or use for his own benefit, or for any purpose other than the exclusive benefit of the Company Group and its subsidiaries, any non-public confidential, proprietary, business and technical information or trade secrets of the Company Group or any affiliate thereof (the "Proprietary Information") revealed, obtained or developed in the course of his current or prior engagement with the Company Group, any of its subsidiaries or any predecessor companies thereof. Proprietary Information shall include, but shall not be limited to the following: the intangible personal property; technical information, including research design, results, techniques and processes; computer codes or instructions (including source and object code listings, program logic algorithms, subroutines, modules or other subparts of computer programs and related documentation, including program notation); computer processing systems and techniques; concepts, layouts, flowcharts and specifications; know-how; any associated user or service manuals or other like textual materials (including any other data and materials used in performing the Employee's duties); all computer inputs and outputs (regardless of the media on which stored or located); hardware and software configurations, designs, architecture and interfaces; technical management information, including project proposals, research plans, status reports, performance objectives and criteria, and analyses of areas for business development; and business information, including project, financial, accounting and personnel information, business strategies, plans and forecasts, customer lists, customer information and sales and marketing plans, efforts, information and data. In addition, "Proprietary Information" shall include all information and materials received by the Company Group, any of its subsidiaries or the Employee from a third party subject to an obligation of confidentiality and/or non-disclosure of which Employee is aware. Nothing contained herein shall restrict the Employee's ability to make such disclosures during the Term as Employee reasonably determines are appropriate in the exercise of his business judgment as Chief Executive Officer of CC Media and Executive Chairman of the Board of Directors of CC Outdoor or as may be necessary to the effective and efficient discharge of the duties required hereunder; to seek legal advice; or as such disclosures may be required by law or as determined by counsel to the Company. Furthermore, nothing contained herein shall restrict the Employee from divulging or using for his own benefit or for any other purpose any Proprietary Information that is readily available to the general public so long as such information did not become available to the general public as a direct or indirect result of the Employee's breach of this Agreement. Failure by any of the Company Group or its subsidiaries to mark any of the Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under the terms of this Agreement.

(B) NONCOMPETITION. The Employee acknowledges that the Employee's services for the Company Group are of a unique nature and are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company Group. Accordingly, during the Term and for a period of eighteen (18) months thereafter, the Employee agrees that the Employee shall not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or

otherwise, and whether or not for compensation) or render services to any "Competitor" (as defined on Exhibit D) engaged in a "Competitive Business" (as defined below) in any locale of any country in which the Company Group conducts business. Nothing in this Section 4(B) shall prohibit the Employee from being a passive owner of not more than five percent (5%) of the equity securities of a Competitor engaged in a Competitive Business, so long as the Employee has no active participation in the business of such corporation. As used herein, the term "Competitive Business" shall mean the business activities of the Company Group and the Company Group's subsidiaries and affiliates as presently conducted, as conducted at any time during the Term, or (to the knowledge of Employee) as planned to be conducted by the Company Group or the Company Group's subsidiaries or affiliates on the date of termination of the Term. Notwithstanding the foregoing, the Employee's performance of services and activities related to the portfolio companies of Pilot Group LP and Pilot Group II LP shall not constitute a breach of the provisions of this Section 4(B). Notwithstanding anything set forth in this Section 4(B) to the contrary, the Employee shall not be prohibited from becoming employed by an Eligible Entity (as defined below) so long as the Employee does not provide any strategic, day-to-day operational, or other direct services to any business unit of such Eligible Entity that is a Competitive Business. For this purpose, an "Eligible Entity" is an entity that has multiple business lines, one of which is a Competitive Business, so long as the Competitive Business represents less than fifteen percent (15%) of the revenue generated by the entity of which the business unit is a part.

(C) NONSOLICITATION; NONINTERFERENCE. During the Term and for a period of eighteen (18) months thereafter, the Employee agrees that the Employee shall not, except in the furtherance of the Employee's performance of his services to the Company Group, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) solicit, aid or induce any customer of the Company Group or any of its subsidiaries or affiliates to purchase goods or services then sold by the Company Group or any of its subsidiaries or affiliates from another person, firm, corporation or other entity or assist or aid any other person or entity in identifying or soliciting any such customer, (ii) solicit, aid or induce any employee, representative or agent of the Company Group or any of its subsidiaries or affiliates (other than Steven Cutler and Employee's executive assistant) to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company Group or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent, or (iii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group or any of its subsidiaries or affiliates and any of their respective vendors, joint venturers or licensors. An employee, representative or agent shall be deemed covered by this Section 4(C) while so employed or retained and for a period of six (6) months thereafter. This Section 4(C) shall not be violated by general advertising or solicitation not specifically targeted at Company Group-related persons or entities; by sales of advertising or similar products to customers of the Company Group except as would violate Section 4(B); or by the Employee serving as a reference. Notwithstanding the foregoing, the Employee's performance of services and activities related to the portfolio companies of Pilot Group LP and Pilot Group II LP shall not constitute a breach of the provisions of this Section 4(C).

(D) NONDISPARAGEMENT. The Employee agrees not to disparage the Company Group or its affiliates or individuals whom Employee knows are its or their officers, directors, employees, shareholders, agents or products, in any manner likely to be harmful to them or their business, business reputation or personal reputation. The foregoing shall not be violated by truthful statements, including statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(E) ENFORCEMENT. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 4 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state. In the event of any violation of the provisions of this Section 4, the Employee acknowledges and agrees that the post-termination restrictions contained in this Section 4 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

(F) REMEDIES. The Employee acknowledges and agrees that the Company Group's remedies at law for a breach or threatened breach of any of the provisions of this Section 4 would be inadequate and, in recognition of this fact, the Employee agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company Group, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. It is also agreed that the Company Group's subsidiaries will have the right to enforce all of the Employee's obligations to that affiliate under this Agreement, including without limitation, pursuant to this Section 4.

(G) FORFEITURE. In the event of a final judgment by a court of competent jurisdiction that the Employee has breached any of the provisions of this Section 4, the Employee shall forfeit the right to receive any further benefits under this Agreement, but only after any and all permissible appeals from said final judgment have been taken and adjudicated (or the deadline for such appeals has elapsed without such appeals having been taken).

5. TERMINATION. The Employee's employment with the Company may be terminated under the following circumstances:

(A) DEATH. The Employee's employment with the Company shall immediately terminate upon his death.

(B) DISABILITY. The Company may terminate the Employee's employment with the Company if, as a result of the Employee's incapacity due to physical or mental illness, the Employee is unable to perform his duties under this Agreement on a full-time basis for more than 180 days in any 12 month period, as determined by the Company.

(C) TERMINATION BY THE COMPANY. The Company may terminate the Employee's employment without Cause, subject to the severance obligations in Section 6(C).

The Company may also terminate his employment for Cause. A termination for "Cause" must be for one or more of the following reasons, as determined by the Board reasonably and in good faith: (i) conduct by the Employee constituting a material act of willful misconduct in connection with the performance of his duties; (ii) continued, willful and deliberate non-performance by the Employee of his duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability) where such non-performance has continued for more than 15 business days following written notice of such non-performance; (iii) the Employee's refusal or failure to follow lawful directives consistent with Employee's job responsibilities where such refusal or failure has continued for more than 15 business days following written notice of such refusal or failure; (iv) a criminal conviction of, or a plea of nolo contendere by, the Employee for a felony or material violation of any securities law, including, without limitation, conviction of fraud, theft, or embezzlement or a crime involving moral turpitude; (v) a material breach by the Employee of any of the provisions of this Agreement or (vi) a material violation by the Employee of the Company's employment policies regarding harassment; provided, however, that Cause shall not exist under clauses (i), (iii), (v) or (vi) unless Employee has been given written notice specifying the act, omission, or circumstances alleged to constitute Cause and Employee fails to cure or remedy such act, omission, or circumstances within fifteen (15) business days after receipt of such notice.

(D) TERMINATION BY EMPLOYEE FOR GOOD CAUSE. The Employee may also terminate this Agreement at any time for "Good Cause," which is defined as one of the following: (i) a repeated willful failure of Company to comply with a material term of this Agreement after written notice by the Employee specifying the alleged failure; or (ii) a substantial and adverse change in the Employee's position, material duties, responsibilities, or authority; or (iii) a substantial reduction in the Employee's material duties, responsibilities or authority. If the Employee elects to terminate this Agreement for "Good Cause" as described above in this paragraph, the Employee must provide the Company written notice within thirty (30) days of the occurrence of "Good Cause," after which the Company shall have fifteen (15) business days within which to cure. If in spite of the Company's efforts to cure, the Employee still elects to terminate this Agreement, he must do so within ten (10) days after the end of the cure period. Nothing in this Agreement is intended to prevent Employee from terminating his employment or this Agreement without Good Cause.

6. COMPENSATION UPON TERMINATION.

(A) DEATH OR DISABILITY. If the Employee's employment with the Company terminates due to the Employee's death pursuant to Section 5(A) or due to the Employee's disability pursuant to Section 5(B), the Company will pay to the Employee or, in the event of the Employee's death, such person as the Employee shall designate in a notice filed with the Company or, if no such person is designated, to the Employee's estate, (i) within 45 days of said termination (or such earlier date as may be required by applicable law), a lump sum amount equal to the Employee's accrued and unpaid Base Salary; (ii) any earned by unpaid performance bonus for a previous year (an "Earned Bonus"); (iii) the Employee's prorated performance bonus set forth in Section 3(B), if any (See Exhibit B), based on actual results for such year (determined by multiplying the amount of such bonus which would be due for the full fiscal year by a fraction, the numerator of which is the number of days during the fiscal year of termination that the Employee is employed by the Company and the denominator of which is 365) payable at the

same time bonuses for such year are paid to other senior executives of the Company; and (iv) any payments to which the Employee's spouse, beneficiaries, or estate may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies). If the Employee or his estate has signed and returned (and has not revoked) a severance agreement and general release of claims in a form and manner satisfactory to Company (such an agreement and release, the "Release") by the sixtieth (60th) day following the Employee's date of termination, the Company will reimburse the Employee or his estate for all COBRA premium payments paid by Employee or his estate for continuation of healthcare coverage during the 18-month period following the Employee's date of termination; provided that no payments hereunder shall be made until the 60th day following the Employee's date of termination (with the first payment including all amounts that would otherwise have been made prior to such date) and payments hereunder shall not be made, and the Employee and his estate shall forfeit any right to such payments, if the Employee or his estate revokes, or attempts to revoke, the Release.

(B) TERMINATION BY THE COMPANY FOR CAUSE. If the Employee's employment with the Company is terminated by the Company for Cause pursuant to Section 5(C), the Company will, within 45 days of said termination (or such earlier date as may be required by applicable law), pay in a lump sum amount to the Employee his accrued and unpaid Base Salary and any payments to which he may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies).

(C) NON-RENEWAL BY THE COMPANY; TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY THE EMPLOYEE FOR GOOD CAUSE. If the Employee's employment with the Company is terminated by the Company without Cause pursuant to Section 5(C) or if the Company terminates the Employee's employment without Cause following its notice of non-renewal in accordance with Section 1, in each case, the Employment Period (and the Employee's employment) shall end on a date to be determined by Company, or if the Employee's employment with the Company is terminated by the Employee for Good Cause pursuant to Section 5(D), the Company will, within 45 days of said termination (or such earlier date as may be required by applicable law), pay in a lump sum amount to the Employee his accrued and unpaid Base Salary, any Earned Bonus and any payments to which he may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies). In addition, if the Employee has signed and returned (and has not revoked) the Release by the sixtieth (60th) day following the Employee's date of termination, the Company will (1) pay to the Employee, in periodic ratable installment payments twice per month over a period of two years following such date of termination in accordance with ordinary payroll practices and deductions in effect on the date of termination, an aggregate amount equal to two times the sum of the Employee's Base Salary and Target Bonus, (2) reimburse the Employee for all COBRA premium payments paid by Employee for continuation of healthcare coverage during the 18-month period following the Employee's date of termination and (3) and pay to the Employee his prorated performance bonus set forth in Section 3 (B), if any (See Exhibit B), based on actual results for such year (determined by multiplying the amount of such bonus which would be due for the full fiscal year by a fraction, the numerator of which is the number of days during the fiscal year of termination that the Employee is employed by the Company and the denominator of which is 365) payable at the same time bonuses for such year are paid to other senior executives of the Company; provided that no payments hereunder shall be made until the 60th day following the Employee's date of termination (with the first payment including all amounts that would

otherwise have been made prior to such date) and payments hereunder shall not be made, and the Employee shall forfeit any right to such payments, if the Employee revokes, or attempts to revoke, the Release.

(D) NON-RENEWAL BY THE EMPLOYEE OR TERMINATION BY THE EMPLOYEE WITHOUT GOOD CAUSE. If the Employee gives notice of non-renewal under Section 1 or if the Employee's employment with the Company is terminated by the Employee without Good Cause, employment shall end on the date set forth in Employee's notice of resignation or of non-renewal or such earlier date as is determined by Company and the Company will, within 45 days, pay in a lump sum amount to the Employee his accrued and unpaid base salary, any Earned Bonus and any payments to which he may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies).

(E) EFFECT OF COMPLIANCE WITH COMPENSATION UPON TERMINATION PROVISIONS. Upon complying with Sections 6(A) through 6(D) above, as applicable, the Company will have no further obligations to the Employee except as otherwise expressly provided under this Agreement or as required under any employee benefit plan or program, provided that such compliance will not adversely affect or alter the Employee's rights under any employee benefit plan of the Company in which the Employee has a vested interest, unless, otherwise provided in such employee benefit plan or any agreement or other instrument attendant thereto.

(F) NONQUALIFIED DEFERRED COMPENSATION. To the extent that the payment of any amount under this Section 6 constitutes "nonqualified deferred compensation" for purposes of Section 409A (as defined in Section 14), any such payment scheduled to occur during the first sixty (60) days following termination of employment shall not be paid until the sixtieth (60^{th}) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto. If the Employee is deemed on the date of termination to be a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), any amounts to which the Employee is entitled under this Section 6 that constitute "non-qualified deferred compensation" under Code Section 409A and would otherwise be payable prior to the earlier of (1) the 6-month anniversary of the Employee's date of termination and (2) the date of the Employee's death (the "Delay Period") shall instead be paid in a lump sum immediately upon (and not before) the expiration of the Delay Period to the extent required under Code Section 409A.

7. PARTIES BENEFITED; ASSIGNMENTS; SURVIVAL. This Agreement shall be binding upon the Employee, his heirs and his personal representative or representatives, and upon the Company and its respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by the Employee, other than by will or by the laws of descent and distribution. The provisions of Sections 4-17 shall survive any termination of the Term or this Agreement.

8. NOTICES. Any notice provided for in this Agreement will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid. If to the Board or the Company Group, the notice will be sent to Chief Legal Officer, Clear Channel Communications, Inc., 200 E. Basse

Road, San Antonio, TX 78209 and a copy of the notice will be sent to Jon A. Ballis P.C., Kirkland & Ellis LLP, 300 N. LaSalle, Chicago, IL 60654. If to the Employee, the notice will be sent to the Employee's last known address within the Company's records. Such notices may alternatively be sent to such other address as any party may have furnished to the other in writing in accordance with this Agreement, except that notices of change of address shall be effective only upon receipt.

9. DEFINITION OF COMPANY. As used in this Agreement, the term "Company" shall include any of its or their present and future divisions, operating companies, subsidiaries and affiliates.

10. LITIGATION AND REGULATORY COOPERATION. During and after the Employee's employment, the Employee shall reasonably cooperate with the Company Group in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company Group which relate to events or occurrences that transpired while the Employee was employed by the Company; provided, however, that such cooperation shall not materially and adversely affect the Employee or expose the Employee to an increased probability of civil or criminal litigation. The Employee's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company Group at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Company Group in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by the Company. For the avoidance of doubt, Employee's performance under this paragraph will be at times convenient to the Employee, and Employee will not be expected to alter personal or other business travel or engagements in order to meet said obligations. The Company will provide private air travel to the Employee in connection with his performance under this paragraph and will reimburse the Employee for all reasonable costs and expenses incurred in connection thereto, including, but not limited to, reasonable attorneys' fees and costs.

11. INDEMNIFICATION AND INSURANCE; LEGAL EXPENSES. The Company shall indemnify the Employee to the fullest extent permitted by law, in effect at the time of the subject act or omission, and shall advance to the Employee reasonable attorneys' fees and expenses as such fees and expenses are incurred (subject, to the extent required by applicable law, to an undertaking from the Employee to repay such advances if it shall be finally determined by a judicial decision which is not subject to further appeal that the Employee was not entitled to the reimbursement of such fees and expenses), and the Employee will be entitled to the protection of any insurance policies that the Company may elect to maintain generally for the benefit of its directors and officers against all costs, charges and expenses incurred or sustained by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer or employee of the Company or any of its subsidiaries, or his serving or having served any other enterprise as a director, officer or employee at the request of the Company (other than any dispute, claim or controversy arising under or relating to this Agreement). The Company covenants to maintain during the Employee's employment for the benefit of the Employee (in his capacity as an officer of the Company) Directors and Officers Insurance providing benefits to the Employee no less

favorable, taken as a whole, than the benefits provided to the other similarly situated employees of the Company by the Directors and Officers Insurance maintained by the Company on the date hereof; provided, however, that the Board may elect to terminate Directors and Officers Insurance for all officers and directors, including the Employee, if the Board determines in good faith that such insurance is not commercially available.

12. GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its choice of law provisions). Each of the parties agrees that any dispute between the parties shall be resolved only in the courts of the State of Delaware or the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits in any proceeding relating to this Agreement or the Employee's services to the Company Group or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Delaware, the court of the United States of America for the District of Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding shall be heard and determined in such Delaware State court or, to the extent permitted by law, in such federal court, (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that the Employee or the Company may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the Employee's services to the Company Group or any affiliate of the Company Group, or the Employee's or the Company's performance under, or the enforcement of, this Agreement, (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Employee's or the Company's address as provided in Section 8 hereof (or to such other address as the Employee may have on file with the Company's records), and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware.

13. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE. The Employee represents and warrants to the Company that he is under no contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of his duties hereunder or the other rights of Company hereunder.

14. SECTION 409A COMPLIANCE.

(A) It is the intent of the Company and the Employee that the payments and benefits under this Agreement shall comply with, or be exempt from, Section 409A and applicable regulations and guidance thereunder (collectively, "Section 409A") of the Code and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance with, or be exempt from, Section 409A.

(B) Notwithstanding anything herein to the contrary, a termination of the Employment Period shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A (which, by definition, includes a separation from any other entity that would be deemed a single employer together with the Company for this purpose under Section 409A), and for purposes of any such provision of this Agreement, references to a "termination", "termination of the Employment Period", "termination of employment" or similar terms shall mean "separation from service."

(C) To the extent any reimbursements or in-kind benefits under this Agreement constitute "non-qualified deferred compensation" for purposes of Section 409A, (i) all such expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee, (ii) any right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(D) For purposes of Section 409A, the Employee's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the Company's sole discretion.

15. MISCELLANEOUS. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement supersedes any prior written or oral agreements or understandings between the parties relating to the subject matter hereof, including, without limitation, the Consulting Agreement. No modification or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the parties hereto. The failure of a party to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce any provision of this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof or the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date set forth below:

DATE: October 2, 2011

CC MEDIA HOLDINGS, INC.

By: /s/ Robert H. Walls, Jr.
Name: Robert H. Walls, Jr.
Title: Executive Vice President, General Counsel and Secretary

DATE: October 2, 2011

ROBERT PITTMAN

/s/ Robert W. Pittman

With respect to Section 3(G)(ii) only:

DATE: October 2, 2011

PITTMAN CC, LLC

By: /s/ Robert W. Pittman
Name: Robert W. Pittman
Title:

Exhibit A

Any Pilot Group boards
Alliance for Lupus Research
New York Public Theater
New York City Ballet
Robin Hood Foundation
Rock and Roll Hall of Fame

Exhibit B - Performance Bonus Calculation

For each calendar year ending during the Term, the Employee may earn a Performance Bonus in accordance with this Exhibit B. A Performance Bonus shall be earned only to the extent determined in accordance with this Exhibit B and only if the Employee is employed by the Company on December 31 of the calendar year to which the Performance Basis relates.

The Employee's performance objectives will be established by the Board of Directors of CC Media or its Compensation Committee (the "Committee") after consultation with the Employee no later than the earlier of the date that is ninety (90) days after the commencement of the performance period or the day prior to the date on which twenty-five percent (25%) of the performance period has elapsed. The performance period will be the calendar year or such other shorter or longer period designated by the Committee during which performance will be measured in order to determine the Employee's entitlement to receive payment of a Performance Bonus.

When setting the Employee's performance objectives, the Committee after consultation with the Employee shall specify the level or levels of performance required to be attained with respect to each objective in order that the Employee shall become entitled to receive payment of a performance bonus. The aggregate target performance bonus that may be earned when all of the Employee's performance objectives are achieved shall be not less than One Million Six Hundred and Fifty Thousand Dollars ($1,650,000.00) (the "Target Bonus") for the calendar year to which the bonus relates when the performance period is a calendar year. The Target Bonus shall vary on a pro rata basis for performance periods shorter or longer than a calendar year.

Performance objectives may be expressed in terms of any of the following business criteria with respect to the Company Group or any particular business unit of the Company Group or any direct or indirect subsidiary thereof: revenue growth, earnings before interest, taxes, depreciation and amortization ("EBITDA"), EBITDA growth, operating income before depreciation and amortization and non-cash compensation expense ("OIBDAN"), OIBDAN growth, funds from operations, funds from operations per share and per share growth, cash available for distribution, cash available for distribution per share and per share growth, operating income and operating income growth, net earnings, earnings per share and per share growth, return on equity, return on assets, share price performance on an absolute basis and relative to an index, improvements in attainment of expense levels, improvements in ratings, implementing or completion of critical projects, or improvement in cash-flow (before or after tax). These objectives may be measured over a periodic, annual, cumulative or average basis and may be established on a corporate-wide basis or established with respect to one or more operating units, divisions, subsidiaries, acquired businesses, minority investments, partnerships or joint ventures.

Exhibit C - Form Option Grant Agreement

EXECUTIVE OPTION AGREEMENT

Optionee: **Robert Pittman**

This Option and any securities issued upon exercise of this Option are subject to restrictions on transfer and requirements of sale and other provisions as set forth below.

CC MEDIA HOLDINGS, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT

This stock option (the "Option") is granted by CC Media Holdings, Inc., a Delaware corporation (the "Company"), to the Optionee, pursuant to the Company's 2008 Executive Incentive Plan (as amended from time to time, the "Plan"). For the purpose of this Executive Option Agreement (the "Agreement"), the "Grant Date" shall mean October 2, 2011.

1. Grant of Option. The Agreement evidences the grant by the Company on the Grant Date to the Optionee of an option to purchase, in whole or in part, on the terms provided herein and in the Plan, 830,000 shares of Class A Common Stock, par value $.001 per share (the "Shares"), at $36.00 per Share.

The Option evidenced by this Agreement is not intended to qualify as an incentive stock option under Section 422 of the Code.

2. Vesting.

(A) During Employment. During the Optionee's Employment, this Option shall vest and become exercisable with respect to 20% of the Option on each of the first, second, third, fourth and fifth anniversaries of the Grant Date.

(B) Change of Control. Notwithstanding any other provision of this Section 2, in the event of a Change of Control, 100% of the then outstanding and unvested Options shall vest and become immediately exercisable.

(C) Termination of Employment.

(i) Notwithstanding any other provision of this Section 2 and subject to Section 2(c)(ii) and Section 2(c)(iii) below, automatically and immediately upon the cessation of Employment, all outstanding and unvested Options shall terminate.

(ii) Notwithstanding Section 2(c)(i), in the event the Optionee's Employment is terminated by the Company without Cause or by Optionee for "Good Cause" (as defined in the Optionee's Employment Agreement with the Company, dated October 2, 2011), in each case, within the twelve (12) month

period following an Illiquid Change of Control, 100% of the then outstanding and unvested Options shall vest and become immediately exercisable.

(iii) Notwithstanding Section 2(c)(i), in the event the Optionee's Employment is terminated by the Company without Cause or by Optionee for "Good Cause" (other than under the circumstances described in Section 2(c)(ii) above) the portion of the then outstanding and unvested Option that would have vested in the twelve (12) month period following the date of such termination had the Optionee remained continuously employed with the Company for such period shall vest and become immediately exercisable.

Notwithstanding the foregoing (but subject to any contrary provision of this Agreement or any other written agreement between the Company and the Optionee with respect to vesting and termination of Awards granted under the Plan), no Options shall vest or shall become eligible to vest on any date specified above unless the Optionee is then, and since the Grant Date has continuously been (except for approved leave of absence), an Employee.

3. Exercise of Option. Each election to exercise this Option shall be subject to the terms and conditions of the Plan and shall be in writing, signed by the Optionee or by his or her executor or administrator or by the person or persons to whom this Option is transferred by will or the applicable laws of descent and distribution (the "Legal Representative"), and made pursuant to and in accordance with the terms and conditions set forth in the Plan. In addition to the methods of payment otherwise permitted by the Plan, the Administrator shall, at the election of the Optionee, hold back Shares from an Option having a Fair Market Value equal to the exercise price in payment of the Option exercise price. The latest date on which this Option may be exercised (the "Final Exercise Date") is the date which is the tenth anniversary of the Grant Date, subject to earlier termination in accordance with the terms and provisions of the Plan and this Agreement. Notwithstanding the foregoing, and subject to the provisions of Section 2(b) above, the following rules will apply if the Optionee's Employment ceases in all circumstances: automatically and immediately upon the cessation of Employment, this Option will cease to be exercisable and will terminate except that:

(a) any portion of this Option held by the Optionee or the Optionee's Permitted Transferees, if any, immediately prior to the termination of the Optionee's Employment for any reason other than death or Disability, to the extent then vested and exercisable, will remain exercisable for the shorter of (i) the six (6) month period following the date of such termination of Employment or (ii) the period ending on the Final Exercise Date, and will thereupon terminate; and

(b) any portion of this Option held by the Optionee or the Optionee's Permitted Transferees, if any, immediately prior to the termination of the Optionee's Employment by reason of death or Disability, to the extent then vested and exercisable, will remain exercisable for the shorter of (i) the one year period ending with the first anniversary of the Optionee's death or Disability, as the case may be, or (ii) the period ending on the Final Exercise Date, and will thereupon terminate.

(c) Notwithstanding the foregoing, the period in which to exercise a vested Option shall be extended by an additional six (6) months, but in no event beyond the Final Exercise Date, if both of the following conditions occur during the six (6) month

period following the date of Optionee's termination of employment: (I) the average of the closing values of the Dow Jones Industrial Average (as reported by the Wall Street Journal) for the ten (10) consecutive trading days immediately prior to the date the Option would otherwise expire under Sections 3(a) or 3(b), as applicable (such period, the "Exercise Measurement Period"), is at least twenty percent (20%) less than that for the ten (10) consecutive trading days ending on the date of Optionee's termination of employment (such period, the "Base Measurement Period") and (ii) the average closing price of the Shares as reported on the principle exchange on which they are listed for trading during the Exercise Measurement Period is at least twenty-five percent (25%) less than the average closing price of the Shares reported on such exchange for the Base Measurement Period.

4. Withholding. No Shares will be transferred pursuant to the exercise of this Option unless and until the person exercising this Option shall have remitted to the Company an amount sufficient to satisfy any federal, state, or local withholding tax requirements, or shall have made other arrangements satisfactory to the Company with respect to such taxes. The Administrator may, in its sole discretion, hold back Shares otherwise receivable upon exercise of the Option or permit an Optionee to tender previously owned shares of Stock in satisfaction of tax withholding requirements (but not in excess of the applicable minimum statutory withholding rate).

5. Nontransferability of Option. This Option is not transferable by the Optionee other than by will or the applicable laws of descent and distribution, and is exercisable during the Optionee's lifetime only by the Optionee.

6. Restrictions on Shares.

(a) Transferability of Shares. Except as provided in this Section 6, no Transfer of Shares received upon exercise of the Option ("Received Shares") by the Optionee is permitted:

(i) Permitted Transferees. The Optionee may Transfer any and all Received Shares to a Permitted Transferee, provided that such Permitted Transferee shall become a party to and subject to the terms and conditions of this Agreement. Prior to the initial Transfer of any Received Shares to a given Permitted Transferee pursuant to this Section 6(a) and as a condition thereto, the Permitted Transferee shall execute a written agreement in a form provided by the Company under which such Permitted Transferee shall become subject to all provisions of this Agreement to the extent applicable to the Received Shares, including without limitation Sections 6, 7 and 10.

(ii) Public Transfers. After the third anniversary of the closing of a Qualified Public Offering, the Optionee may Transfer any or all Received Shares to the public pursuant to Rule 144 under the Securities Act of 1933, as amended ("Rule 144").

(iii) Sale Rights on Termination Due to Death or Disability. Upon the Optionee's termination of Employment due to death or Disability, the Optionee and his or her Permitted Transferees will have the right, subject to Sections

6(a)(v) and 6(a)(vi), to sell to the public pursuant to Rule 144 at any time during the one-year period following the effective date of such termination all or any portion of the Received Shares, notwithstanding that such a Transfer might not otherwise then be permitted by Section 6(a)(ii).

(iv) Release of Received Shares. If prior to the third anniversary of the closing of a Qualified Public Offering, any Investor makes a Transfer of its Equity Shares to any Person (other than a Transfer to any other Investor or Sponsor or to any of the respective Affiliates or Affiliated Funds of any such Investor or Sponsor), then the Optionee will be permitted to Transfer, pursuant to Rule 144, that portion of the Optionee's Received Shares that bears the same proportion to the total number of Shares with respect to which this Option is then vested and exercisable and Received Shares then owned by the Optionee as the number of Equity Shares that were Transferred by such Investor bears to the total number of Equity Shares that were owned by all Investors immediately prior to such Transfer.

(v) Legal Restrictions; Other Restrictions. The restrictions on Transfer contained in this Agreement, including those specified in this Section 6, are in addition to any prohibitions and other restrictions on transfer arising under any applicable laws, rules or regulations, and the Optionee may not Transfer Received Shares to any other Person unless the Optionee first takes all reasonable and customary steps, to the reasonable satisfaction of the Company, to ensure that such Transfer would not violate, or be reasonably expected to restrict or impair the respective business activities of the Company or any of its subsidiaries under, any applicable laws, rules or regulations, including applicable securities, antitrust or U.S. federal communications laws, rules and regulations. The restrictions on Transfer contained in this Agreement are in addition to any other restrictions on Transfer to which the Optionee may be subject, including any restrictions on Transfer contained in the Company's certificate of incorporation (including restrictions therein relating to federal communications laws), or any other agreement to which the Optionee is a party or is bound or any applicable lock-up rules and regulations of any national securities exchange or national securities association.

(vi) Impermissible Transfers. Any Transfer of Received Shares not made in compliance with the terms of this Section 6 shall be null and void ab initio, and the Company shall not in any way give effect to any such Transfer.

(vii) Period. Upon the occurrence of a Change of Control, all the Transfer restrictions of this Section 6 shall terminate.

(b) Drag Rights.

(i) Sale Event Drag Along. If the Company notifies the Optionee in writing that it has received a valid Drag Along Sale Notice (as defined in the Stockholders Agreement) pursuant to the Stockholders Agreement and that Capital IV has informed the Company that it desires to have the Optionee participate in the transaction that is the subject of the Drag Along Sale Notice,

then the Optionee shall be bound and obligated to Transfer in such transaction the percentage of the aggregate number of Shares with respect to which this Option is then vested and exercisable and Received Shares then held by the Optionee that the Company notifies the Optionee is equal to the percentage of Equity Shares held by the Sponsors and their Affiliates that the Sponsors and Affiliates are transferring in such transaction, on the same terms and conditions as the Sponsors and their Affiliates with respect to each Equity Share Transferred. With respect to a given transaction that is the subject of a Drag Along Notice, the Optionee's obligations under this Section 6(b) shall remain in effect until the earlier of (1) the consummation of such transaction and (2) notification by the Company that such Drag Along Sale Notice has been withdrawn.

(ii) Waiver of Appraisal Rights. The Optionee agrees not to demand or exercise appraisal rights under Section 262 of the Delaware General Corporate Law, as amended, or otherwise with respect to any transaction subject to this Section 6(b), whether or not such appraisal rights are otherwise available.

(iii) Further Assurances. The Optionee shall take or cause to be taken all such actions as requested by the Company or Capital IV in order to consummate any transaction subject to this Section 6(b) and any related transactions, including but not limited to the exercise of vested Options and the execution of agreements and other documents requested by the Company.

(iv) Period. The foregoing provisions of this Section 6(b) shall terminate upon the occurrence of a Change of Control.

(c) Lock-Up. The Optionee agrees that in connection with a Public Offering, upon the request of the Company or the managing underwriters(s) of such Public Offering, the Optionee will not Transfer, make any short sale of, loan, grant any option for the purchase of, pledge, enter into any swap or other arrangement that transfers any of the economic ownership, or otherwise encumber or dispose of the Option or any portion thereof or any of the Received Shares for such period as the Company or such managing underwriter(s), as the case may be, may request, commencing on the effective date of the registration statement relating to such Public Offering and continuing for not more than 90 days (or 180 days in the case of any Public Offering up to and including the Qualified Public Offering), except with the prior written consent of the Company or such managing underwriter(s), as the case may be. The Optionee also agrees that he or she will sign a "lock up" or similar arrangement in connection with a Public Offering on terms and conditions that the Company or the managing underwriter(s) thereof deems necessary or desirable.

(d) Other Agreements. If the Optionee is otherwise party to a stockholders agreement or other similar agreement (including any side letter thereto), applicable to equity issued by the Company or its Affiliates, the Company may, in its sole discretion, choose to apply any of the terms of such agreement(s) in lieu of any of the terms of Sections 6 or 7 of this Agreement

7. Grant of Proxy. To the extent permitted by law, the Optionee hereby grants to Capital IV an irrevocable proxy coupled with an interest, with full power of substitution, to vote such Optionee's Received Shares as Capital IV sees fit on all matters related to (i) the election of members of the Board, (ii) any transaction subject to Section 6(b) herein or (iii) any amendment to the Company's certificate of incorporation to increase the number of shares of common stock authorized thereunder. Such proxy shall be valid and remain in effect until the earlier of (1) the occurrence of a Change of Control and (2) with respect to any particular matter, the latest date permitted by applicable law.

8. Status Change. Upon the termination of the Optionee's Employment, this Option shall continue or terminate, as and to the extent provided in the Plan and this Agreement.

9. Effect on Employment. Neither the grant of this Option, nor the issuance of Shares upon exercise of this Option, shall give the Optionee any right to be retained in the employ of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline such Optionee at any time, or affect any right of such Optionee to terminate his or her Employment at any time.

10. Non-Competition, Non-Solicitation, Non-Disclosure. The Board shall have the right to cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Option, including, without limitation, canceling or rescinding this Option if a court of competent jurisdiction issued a final judgment determining that the Optionee has materially violated any non-competition or non-solicitation or non-disclosure agreement with the Company (but only after any and all permissible appeals from said final judgment have been taken and adjudicated, or the deadline for such appeals has elapsed without such appeals having been taken) and such violation has not been authorized in advance in a specific written waiver from the Company. In addition, in the event of any such adjudged material violation of such agreement (without the advance written consent of the Company) that occurs during the period following termination of employment covered by any such agreement, the Company may require that (i) the Optionee sell to the Company Received Shares then held by the Optionee for a purchase price equal to the aggregate exercise price of the Options and (ii) the Optionee remit or deliver to the Company (1) the amount of any gain realized upon the sale of any such Received Shares, and (2) any consideration received upon the exchange of any such Received Shares (or the extent that such consideration was not received in the form of cash, the cash equivalent thereof valued at the time of the exchange). The Company shall have the right to offset, against any Shares and any cash amounts due to the Optionee under or by reason of Optionee's holding this Option, any amounts to which the Company is entitled as a result of Optionee's violation of the terms of any non-competition, non-solicitation or non-disclosure agreement with the Company. Accordingly, Optionee acknowledges that (i) the Company may withhold delivery of Shares, (ii) the Company may place the proceeds of any sale or other disposition of Shares in an escrow account of the Company's choosing pending resolution of any dispute with the Company, and (iii) the Company has no liability for any attendant market risk caused by any such delay, withholding, or escrow. The Optionee acknowledges and agrees that the calculation of damages from a breach of an agreement with the Company or of any duty to the Company would be difficult to calculate accurately and that the right to offset or other remedy provided for herein is reasonable and not a penalty. The Optionee further agrees not to challenge the reasonableness of such provisions even

where the Company rescinds, delays, withholds or escrows Shares or proceeds or uses those Shares or proceeds as a setoff.

11. Provisions of the Plan. This Option is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the date of the grant of this Option has been furnished to the Optionee. By exercising all or any part of this Option, the Optionee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of the Plan and this Agreement, the terms of this Agreement shall control.

12. Definitions. The initially capitalized terms Optionee and Grant Date shall have the meanings set forth on the first page of this Agreement; initially capitalized terms not otherwise defined herein shall have the meaning provided in the Plan, and, as used herein, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this Agreement, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this Agreement, none of the Company or any of its subsidiaries will be considered an Affiliate of any Sponsor or any of their respective Affiliates or Affiliated Funds.

"Affiliated Fund" means, with respect to any specified Person, (a) an investment fund that is an Affiliate of such Person or that is advised by the same investment adviser as such Person or by an Affiliate of such investment adviser or such Person or, with respect to a Person that is a Sponsor or an Affiliate of a Sponsor, (b) any partnership, limited liability company or other legal entity controlled (i) jointly by the Sponsors and/or their respective Affiliates or (ii) individually by a single Sponsor and/or its Affiliates, in each case (i) and (ii) that is formed to invest directly or indirectly in the Company.

"Capital IV" means Clear Channel Capital IV, LLC, a Delaware limited liability company formed and jointly controlled by the Sponsors, and its successors and/or assigns.

"Capital V" means Clear Channel Capital V, L.P., a Delaware limited partnership formed and jointly controlled by the Sponsors, and its successors and/or assigns.

"Change of Control" means (a) any consolidation or merger of the Company with or into any other corporation or other Person, or any other corporate reorganization or transaction (including the acquisition of capital stock of the Company), whether or not the Company is a party thereto, after which the Sponsors and their respective Affiliated Funds and Affiliates do not directly or indirectly control capital stock representing more than 25% of the economic interests in and 25% of the voting power of the Company or other surviving entity immediately after such consolidation, merger, reorganization or transaction; (b) any stock sale or other transaction or series of related transactions, whether or not the Company is a party thereto, after which in

excess of 50% of the Company's voting power is owned directly or indirectly by any Person and its "affiliates" or "associates" (as such terms are defined the Securities Exchange Act of 1934, as amended and the rules thereunder), other than the Sponsors and their respective Affiliated Funds and Affiliates (or a group of Persons that includes such Persons); or (c) a sale of all or substantially all of the assets of the Company to any Person and the "affiliates" or "associates" of such Person (or a group of Persons acting in concert), other than the Sponsors and their respective Affiliated Funds and Affiliates (or a group of Persons that includes such Persons); provided that a Change of Control shall not include any transaction where the Sponsors and their Affiliated Funds and Affiliates do not receive cash as a direct result of such transaction in an amount equal to at least seventy five percent (75%) of the aggregate value of their equity interest in the Company immediately prior to such transaction (a Change of Control without regard to the last proviso of this definition shall be referred to as, an "Illiquid Change of Control"). Notwithstanding anything to the contrary in this Agreement, in the event of any sale (or exchange) by the Sponsors and their Affiliated Funds and Affiliates of all or any part of their equity or other ownership interest in the Company to an independent third party, Optionee shall have the right to sell (or exchange, if applicable) a proportionate number of the aggregate Shares subject to this Option, and, to the extent Optionee elects to participate with such Shares in such sale (or exchange) on the same basis as the Sponsors and their Affiliated Funds and Affiliates, any of Optionee's Options that are at the time of such transaction outstanding and unvested shall immediately vest and become exercisable to the extent necessary (after taking into account previously vested Options) to participate in such sale (or exchange) with such Shares. By way of example, (i) if Sponsors and/or their Affiliated Funds and Affiliates sell 50% of their interest in the Company, (ii) Optionee elects to sell 50% of the aggregate Shares subject to this Option in such transaction, and (iii) less than 50% of this Option has previously vested, Optionee shall vest in an additional number of Options to increase the aggregate number of Options that have vested to 50%. The terms and conditions of such participation right shall be the same as set forth in section 8.1 of the Stock Purchase Agreement, dated November 15, 2010, by and among CC Media Holdings, Inc., Clear Channel Capital IV, LLC, Clear Channel Capital V, L.P., and Pittman CC LLC.

"Disability" (a) has the meaning given to such term in the Optionee's employment agreement then in effect, if any, between the Optionee and the Company or any of its subsidiaries, or (b) if there is no such term in such employment agreement or there is no such employment agreement then in effect, means the disability of an Optionee during his or her Employment through any illness, injury, accident or condition of either a physical or psychological nature as a result of which, in the judgment of the Board, he or she is unable to perform substantially all of his or her duties and responsibilities, notwithstanding the provision of any reasonable accommodation, for 6 consecutive months during any period of 12 consecutive months.

"Equity Shares" means Shares as such term is used in the Stockholders Agreement.

"Investors" means Capital IV and Capital V and their "Permitted Transferees," as defined in the Stockholders Agreement.

"Investor Shares" means Equity Shares of any type held by the Investors and shall include any stock, securities or other property or interests received by the Investors in respect of

Equity Shares in connection with any stock dividend or other similar distribution, stock split or combination of shares, recapitalization, conversion, reorganization, consolidation, split-up, spin off, combination, repurchase, merger, exchange of stock or other transaction or event that affects the Company's capital stock occurring after the date of issuance.

"Members of the Immediate Family" means, with respect to an individual, each spouse or child or other descendant of such individual, each trust created solely for the benefit of one or more of the aforementioned persons and their spouses and each custodian or guardian of any property of one or more of the aforementioned persons in his or her capacity as such custodian or guardian.

"Permitted Transferee" means (a) the Optionee's estate, executors, administrators, personal representatives, heirs, legatees or distributees, in each case acquiring the Received Shares in question pursuant to the will or other instrument taking effect at death of such Optionee or by applicable laws of descent and distribution, or (b) a trust, private foundation or entity formed for estate planning purposes for the benefit of the Optionee and/or any of the Members of the Immediate Family of such Optionee. In addition, the Optionee shall be a Permitted Transferee of the Optionee's Permitted Transferees.

"Public Offering" means a public offering and sale of shares of common stock of the Company, for cash pursuant to an effective registration statement under the Securities Act of 1933, as amended.

"Qualified Public Offering" means the first underwritten Public Offering after the Grant Date pursuant to an effective registration statement (other than on Form S-4, S-8 or a comparable form) in connection with which the Company or any of the Sponsors or their respective Affiliates or Affiliated Funds receives sale proceeds therefrom.

"Return to Investor" means the return to the Sponsors and their respective Affiliates and Affiliated Funds, measured in the aggregate, on their cash investment to purchase Investor Shares, taking into account the amount of all cash dividends and cash distributions to the Sponsors and their respective Affiliates and Affiliated Funds in respect of their Investor Shares and all cash proceeds to the Sponsors and their respective Affiliates and Affiliated Funds from the sale or other disposition of such Investor Shares.

"Sponsors" shall mean Bain Capital (CC) IX L.P. and Thomas H. Lee Equity Fund VI, L.P.

"Stockholders Agreement" means the Stockholders Agreement, dated as of July 29, 2008, as amended from time to time, by and among the Company, BT Triple Crown Merger Co., Inc. and other stockholders of the Company who from time to time may become parties thereto.

"Transfer" means any sale, pledge, assignment, encumbrance, distribution or other transfer or disposition of shares or other property to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise.

13. General. For purposes of this Option and any determinations to be made by the Administrator or Committee, as the case may be, hereunder, the determinations by the Administrator or Committee, as the case may be, shall be binding upon the Optionee and any transferee.

IN WITNESS WHEREOF, the Company has caused this Option to be executed under its corporate seal by its duly authorized officer. This Option shall take effect as a sealed instrument.

CC MEDIA HOLDINGS, INC.

By: _____
Name:
Title:

Dated: _____

Acknowledged and Agreed

_____
Name: Robert Pittman

Address of Principal Residence:

Exhibit D

For purposes of the Agreement, the term "Competitor" shall mean any of the following companies:

- CBS Corporation
- Citadel Broadcasting Corporation
- Cumulus Media, Inc.
- Pandora Media, Inc.
- Any other entity providing broadcast or streaming radio services that has ten million or more unique subscribers

Exhibit 10.2

EXECUTION VERSION

EXECUTIVE OPTION AGREEMENT

Optionee: **Robert Pittman**

This Option and any securities issued upon exercise of this Option are subject to restrictions on transfer and requirements of sale and other provisions as set forth below.

CC MEDIA HOLDINGS, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT

This stock option (the "Option") is granted by CC Media Holdings, Inc., a Delaware corporation (the "Company"), to the Optionee, pursuant to the Company's 2008 Executive Incentive Plan (as amended from time to time, the "Plan"). For the purpose of this Executive Option Agreement (the "Agreement"), the "Grant Date" shall mean October 2, 2011.

1. Grant of Option. The Agreement evidences the grant by the Company on the Grant Date to the Optionee of an option to purchase, in whole or in part, on the terms provided herein and in the Plan, 830,000 shares of Class A Common Stock, par value $.001 per share (the "Shares"), at $36.00 per Share.

The Option evidenced by this Agreement is not intended to qualify as an incentive stock option under Section 422 of the Code.

2. Vesting.

(a) During Employment. During the Optionee's Employment, this Option shall vest and become exercisable with respect to 20% of the Option on each of the first, second, third, fourth and fifth anniversaries of the Grant Date.

(b) Change of Control. Notwithstanding any other provision of this Section 2, in the event of a Change of Control, 100% of the then outstanding and unvested Options shall vest and become immediately exercisable.

(c) Termination of Employment.

(i) Notwithstanding any other provision of this Section 2 and subject to Section 2(c)(ii) and Section 2(c)(iii) below, automatically and immediately upon the cessation of Employment, all outstanding and unvested Options shall terminate.

(ii) Notwithstanding Section 2(c)(i), in the event the Optionee's Employment is terminated by the Company without Cause or by Optionee for "Good Cause" (as defined in the Optionee's Employment Agreement with the Company, dated October 2, 2011), in each case, within the twelve (12) month period following an Illiquid Change of Control, 100% of the then outstanding and unvested Options shall vest and become immediately exercisable.

(iii) Notwithstanding Section 2(c)(i), in the event the Optionee's Employment is terminated by the Company without Cause or by Optionee for "Good Cause" (other than under the circumstances described in Section 2(c)(ii) above) the portion of the then outstanding and unvested Option that would have vested in the twelve (12) month period following the date of such termination had the Optionee remained continuously employed with the Company for such period shall vest and become immediately exercisable.

Notwithstanding the foregoing (but subject to any contrary provision of this Agreement or any other written agreement between the Company and the Optionee with respect to vesting and termination of Awards granted under the Plan), no Options shall vest or shall become eligible to vest on any date specified above unless the Optionee is then, and since the Grant Date has continuously been (except for approved leave of absence), an Employee.

3. Exercise of Option. Each election to exercise this Option shall be subject to the terms and conditions of the Plan and shall be in writing, signed by the Optionee or by his or her executor or administrator or by the person or persons to whom this Option is transferred by will or the applicable laws of descent and distribution (the "Legal Representative"), and made pursuant to and in accordance with the terms and conditions set forth in the Plan. In addition to the methods of payment otherwise permitted by the Plan, the Administrator shall, at the election of the Optionee, hold back Shares from an Option having a Fair Market Value equal to the exercise price in payment of the Option exercise price. The latest date on which this Option may be exercised (the "Final Exercise Date") is the date which is the tenth anniversary of the Grant Date, subject to earlier termination in accordance with the terms and provisions of the Plan and this Agreement. Notwithstanding the foregoing, and subject to the provisions of Section 2(b) above, the following rules will apply if the Optionee's Employment ceases in all circumstances: automatically and immediately upon the cessation of Employment, this Option will cease to be exercisable and will terminate except that:

(a) any portion of this Option held by the Optionee or the Optionee's Permitted Transferees, if any, immediately prior to the termination of the Optionee's Employment for any reason other than death or Disability, to the extent then vested and exercisable, will remain exercisable for the shorter of (i) the six (6) month period following the date of such termination of Employment or (ii) the period ending on the Final Exercise Date, and will thereupon terminate; and

(b) any portion of this Option held by the Optionee or the Optionee's Permitted Transferees, if any, immediately prior to the termination of the Optionee's Employment by reason of death or Disability, to the extent then vested and exercisable, will remain exercisable for the shorter of (i) the one year period ending with the first anniversary of the Optionee's death or Disability, as the case may be, or (ii) the period ending on the Final Exercise Date, and will thereupon terminate.

(c) Notwithstanding the foregoing, the period in which to exercise a vested Option shall be extended by an additional six (6) months, but in no event beyond the Final Exercise Date, if both of the following conditions occur during the six (6) month period following the date of Optionee's termination of employment: (I) the average of the closing values of the Dow Jones Industrial Average (as reported by the Wall Street Journal) for the ten (10) consecutive trading days immediately prior to the date the Option would otherwise expire under Sections 3(a) or 3(b), as applicable (such period, the "Exercise Measurement Period"), is at least twenty percent (20%) less than that for the ten (10) consecutive trading days ending on the date of Optionee's termination of employment (such period, the "Base Measurement Period") and (ii) the average closing price of the Shares as reported on the principle exchange on which they are listed for trading during the Exercise Measurement Period is at least twenty-five percent (25%) less than the average closing price of the Shares reported on such exchange for the Base Measurement Period.

4. Withholding. No Shares will be transferred pursuant to the exercise of this Option unless and until the person exercising this Option shall have remitted to the Company an amount sufficient to satisfy any federal, state, or local withholding tax requirements, or shall have made other arrangements satisfactory to the Company with respect to such taxes. The Administrator may, in its sole discretion, hold back Shares otherwise receivable upon exercise of the Option or permit an Optionee to tender previously owned shares of Stock in satisfaction of tax withholding requirements (but not in excess of the applicable minimum statutory withholding rate).

5. Nontransferability of Option. This Option is not transferable by the Optionee other than by will or the applicable laws of descent and distribution, and is exercisable during the Optionee's lifetime only by the Optionee.

6. Restrictions on Shares.

(a) Transferability of Shares. Except as provided in this Section 6, no Transfer of Shares received upon exercise of the Option ("Received Shares") by the Optionee is permitted:

(i) Permitted Transferees. The Optionee may Transfer any and all Received Shares to a Permitted Transferee, provided that such Permitted Transferee shall become a party to and subject to the terms and conditions of this Agreement. Prior to the initial Transfer of any Received

Shares to a given Permitted Transferee pursuant to this Section 6(a) and as a condition thereto, the Permitted Transferee shall execute a written agreement in a form provided by the Company under which such Permitted Transferee shall become subject to all provisions of this Agreement to the extent applicable to the Received Shares, including without limitation Sections 6, 7 and 10.

(ii) Public Transfers. After the third anniversary of the closing of a Qualified Public Offering, the Optionee may Transfer any or all Received Shares to the public pursuant to Rule 144 under the Securities Act of 1933, as amended ("Rule 144").

(iii) Sale Rights on Termination Due to Death or Disability. Upon the Optionee's termination of Employment due to death or Disability, the Optionee and his or her Permitted Transferees will have the right, subject to Sections 6(a)(v) and 6 (a)(vi), to sell to the public pursuant to Rule 144 at any time during the one-year period following the effective date of such termination all or any portion of the Received Shares, notwithstanding that such a Transfer might not otherwise then be permitted by Section 6(a)(ii).

(iv) Release of Received Shares. If prior to the third anniversary of the closing of a Qualified Public Offering, any Investor makes a Transfer of its Equity Shares to any Person (other than a Transfer to any other Investor or Sponsor or to any of the respective Affiliates or Affiliated Funds of any such Investor or Sponsor), then the Optionee will be permitted to Transfer, pursuant to Rule 144, that portion of the Optionee's Received Shares that bears the same proportion to the total number of Shares with respect to which this Option is then vested and exercisable and Received Shares then owned by the Optionee as the number of Equity Shares that were Transferred by such Investor bears to the total number of Equity Shares that were owned by all Investors immediately prior to such Transfer.

(v) Legal Restrictions; Other Restrictions. The restrictions on Transfer contained in this Agreement, including those specified in this Section 6, are in addition to any prohibitions and other restrictions on transfer arising under any applicable laws, rules or regulations, and the Optionee may not Transfer Received Shares to any other Person unless the Optionee first takes all reasonable and customary steps, to the reasonable satisfaction of the Company, to ensure that such Transfer would not violate, or be reasonably expected to restrict or impair the respective business activities of the Company or any of its subsidiaries under, any applicable laws, rules or regulations, including applicable securities, antitrust or U.S. federal communications laws, rules and regulations. The restrictions on Transfer contained in this Agreement are in addition to any other restrictions on Transfer to which the Optionee may be subject, including any restrictions on Transfer contained in the Company's certificate of incorporation (including restrictions therein relating to federal communications laws), or any other agreement to which the Optionee is a party or is bound or any applicable lock-up rules and regulations of any national securities exchange or national securities association.

(vi) Impermissible Transfers. Any Transfer of Received Shares not made in compliance with the terms of this Section 6 shall be null and void ab initio, and the Company shall not in any way give effect to any such Transfer.

(vii) Period. Upon the occurrence of a Change of Control, all the Transfer restrictions of this Section 6 shall terminate.

(b) Drag Rights.

(i) Sale Event Drag Along. If the Company notifies the Optionee in writing that it has received a valid Drag Along Sale Notice (as defined in the Stockholders Agreement) pursuant to the Stockholders Agreement and that Capital IV has informed the Company that it desires to have the Optionee participate in the transaction that is the subject of the Drag Along Sale Notice, then the Optionee shall be bound and obligated to Transfer in such transaction the percentage of the aggregate number of Shares with respect to which this Option is then vested and exercisable and Received Shares then held by the Optionee that the Company notifies the Optionee is equal to the percentage of Equity Shares held by the Sponsors and their Affiliates that the Sponsors and Affiliates are transferring in such transaction, on the same terms and conditions as the Sponsors

and their Affiliates with respect to each Equity Share Transferred. With respect to a given transaction that is the subject of a Drag Along Notice, the Optionee's obligations under this Section 6(b) shall remain in effect until the earlier of (1) the consummation of such transaction and (2) notification by the Company that such Drag Along Sale Notice has been withdrawn.

(ii) Waiver of Appraisal Rights. The Optionee agrees not to demand or exercise appraisal rights under Section 262 of the Delaware General Corporate Law, as amended, or otherwise with respect to any transaction subject to this Section 6(b), whether or not such appraisal rights are otherwise available.

(iii) Further Assurances. The Optionee shall take or cause to be taken all such actions as requested by the Company or Capital IV in order to consummate any transaction subject to this Section 6(b) and any related transactions, including but not limited to the exercise of vested Options and the execution of agreements and other documents requested by the Company.

(iv) Period. The foregoing provisions of this Section 6(b) shall terminate upon the occurrence of a Change of Control.

(c) Lock-Up. The Optionee agrees that in connection with a Public Offering, upon the request of the Company or the managing underwriters(s) of such Public Offering, the Optionee will not Transfer, make any short sale of, loan, grant any option for the purchase of, pledge, enter into any swap or other arrangement that transfers any of the economic ownership, or otherwise encumber or dispose of the Option or any portion thereof or any of the Received Shares for such period as the Company or such managing underwriter(s), as the case may be, may request, commencing on the effective date of the registration statement relating to such Public Offering and continuing for not more than 90 days (or 180 days in the case of any Public Offering up to and including the Qualified Public Offering), except with the prior written consent of the Company or such managing underwriter(s), as the case may be. The Optionee also agrees that he or she will sign a "lock up" or similar arrangement in connection with a Public Offering on terms and conditions that the Company or the managing underwriter(s) thereof deems necessary or desirable.

(d) Other Agreements. If the Optionee is otherwise party to a stockholders agreement or other similar agreement (including any side letter thereto), applicable to equity issued by the Company or its Affiliates, the Company may, in its sole discretion, choose to apply any of the terms of such agreement(s) in lieu of any of the terms of Sections 6 or 7 of this Agreement

7. Grant of Proxy. To the extent permitted by law, the Optionee hereby grants to Capital IV an irrevocable proxy coupled with an interest, with full power of substitution, to vote such Optionee's Received Shares as Capital IV sees fit on all matters related to (i) the election of members of the Board, (ii) any transaction subject to Section 6(b) herein or (iii) any amendment to the Company's certificate of incorporation to increase the number of shares of common stock authorized thereunder. Such proxy shall be valid and remain in effect until the earlier of (1) the occurrence of a Change of Control and (2) with respect to any particular matter, the latest date permitted by applicable law.

8. Status Change. Upon the termination of the Optionee's Employment, this Option shall continue or terminate, as and to the extent provided in the Plan and this Agreement.

9. Effect on Employment. Neither the grant of this Option, nor the issuance of Shares upon exercise of this Option, shall give the Optionee any right to be retained in the employ of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline such Optionee at any time, or affect any right of such Optionee to terminate his or her Employment at any time.

10. Non-Competition, Non-Solicitation, Non-Disclosure. The Board shall have the right to cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Option, including, without limitation, canceling or rescinding this Option if a court of competent jurisdiction issued a final judgment determining that the Optionee has materially violated any non-competition or non-solicitation or non-disclosure agreement with the Company (but only after any and all permissible appeals from said final judgment have been taken and adjudicated, or the deadline

for such appeals has elapsed without such appeals having been taken) and such violation has not been authorized in advance in a specific written waiver from the Company. In addition, in the event of any such adjudged material violation of such agreement (without the advance written consent of the Company) that occurs during the period following termination of employment covered by any such agreement, the Company may require that (i) the Optionee sell to the Company Received Shares then held by the Optionee for a purchase price equal to the aggregate exercise price of the Options and (ii) the Optionee remit or deliver to the Company (1) the amount of any gain realized upon the sale of any such Received Shares, and (2) any consideration received upon the exchange of any such Received Shares (or the extent that such consideration was not received in the form of cash, the cash equivalent thereof valued at the time of the exchange). The Company shall have the right to offset, against any Shares and any cash amounts due to the Optionee under or by reason of Optionee's holding this Option, any amounts to which the Company is entitled as a result of Optionee's violation of the terms of any non-competition, non-solicitation or non-disclosure agreement with the Company. Accordingly, Optionee acknowledges that (i) the Company may withhold delivery of Shares, (ii) the Company may place the proceeds of any sale or other disposition of Shares in an escrow account of the Company's choosing pending resolution of any dispute with the Company, and (iii) the Company has no liability for any attendant market risk caused by any such delay, withholding, or escrow. The Optionee acknowledges and agrees that the calculation of damages from a breach of an agreement with the Company or of any duty to the Company would be difficult to calculate accurately and that the right to offset or other remedy provided for herein is reasonable and not a penalty. The Optionee further agrees not to challenge the reasonableness of such provisions even where the Company rescinds, delays, withholds or escrows Shares or proceeds or uses those Shares or proceeds as a setoff.

11. Provisions of the Plan. This Option is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the date of the grant of this Option has been furnished to the Optionee. By exercising all or any part of this Option, the Optionee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of the Plan and this Agreement, the terms of this Agreement shall control.

12. Definitions. The initially capitalized terms Optionee and Grant Date shall have the meanings set forth on the first page of this Agreement; initially capitalized terms not otherwise defined herein shall have the meaning provided in the Plan, and, as used herein, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this Agreement, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this Agreement, none of the Company or any of its subsidiaries will be considered an Affiliate of any Sponsor or any of their respective Affiliates or Affiliated Funds.

"Affiliated Fund" means, with respect to any specified Person, (a) an investment fund that is an Affiliate of such Person or that is advised by the same investment adviser as such Person or by an Affiliate of such investment adviser or such Person or, with respect to a Person that is a Sponsor or an Affiliate of a Sponsor, (b) any partnership, limited liability company or other legal entity controlled (i) jointly by the Sponsors and/or their respective Affiliates or (ii) individually by a single Sponsor and/or its Affiliates, in each case (i) and (ii) that is formed to invest directly or indirectly in the Company.

"Capital IV" means Clear Channel Capital IV, LLC, a Delaware limited liability company formed and jointly controlled by the Sponsors, and its successors and/or assigns.

"Capital V" means Clear Channel Capital V, L.P., a Delaware limited partnership formed and jointly controlled by the Sponsors, and its successors and/or assigns.

"Change of Control" means (a) any consolidation or merger of the Company with or into any other corporation or other Person, or any other corporate reorganization or transaction (including the acquisition of capital stock of the Company), whether or not the Company is a party thereto, after which the Sponsors and their respective

Affiliated Funds and Affiliates do not directly or indirectly control capital stock representing more than 25% of the economic interests in and 25% of the voting power of the Company or other surviving entity immediately after such consolidation, merger, reorganization or transaction; (b) any stock sale or other transaction or series of related transactions, whether or not the Company is a party thereto, after which in excess of 50% of the Company's voting power is owned directly or indirectly by any Person and its "affiliates" or "associates" (as such terms are defined the Securities Exchange Act of 1934, as amended and the rules thereunder), other than the Sponsors and their respective Affiliated Funds and Affiliates (or a group of Persons that includes such Persons); or (c) a sale of all or substantially all of the assets of the Company to any Person and the "affiliates" or "associates" of such Person (or a group of Persons acting in concert), other than the Sponsors and their respective Affiliated Funds and Affiliates (or a group of Persons that includes such Persons); provided that a Change of Control shall not include any transaction where the Sponsors and their Affiliated Funds and Affiliates do not receive cash as a direct result of such transaction in an amount equal to at least seventy five percent (75%) of the aggregate value of their equity interest in the Company immediately prior to such transaction (a Change of Control without regard to the last proviso of this definition shall be referred to as, an "Illiquid Change of Control"). Notwithstanding anything to the contrary in this Agreement, in the event of any sale (or exchange) by the Sponsors and their Affiliated Funds and Affiliates of all or any part of their equity or other ownership interest in the Company to an independent third party, Optionee shall have the right to sell (or exchange, if applicable) a proportionate number of the aggregate Shares subject to this Option, and, to the extent Optionee elects to participate with such Shares in such sale (or exchange) on the same basis as the Sponsors and their Affiliated Funds and Affiliates, any of Optionee's Options that are at the time of such transaction outstanding and unvested shall immediately vest and become exercisable to the extent necessary (after taking into account previously vested Options) to participate in such sale (or exchange) with such Shares. By way of example, (i) if Sponsors and/or their Affiliated Funds and Affiliates sell 50% of their interest in the Company, (ii) Optionee elects to sell 50% of the aggregate Shares subject to this Option in such transaction, and (iii) less than 50% of this Option has previously vested, Optionee shall vest in an additional number of Options to increase the aggregate number of Options that have vested to 50%. The terms and conditions of such participation right shall be the same as set forth in section 8.1 of the Stock Purchase Agreement, dated November 15, 2010, by and among CC Media Holdings, Inc., Clear Channel Capital IV, LLC, Clear Channel Capital V, L.P., and Pittman CC LLC.

"Disability" (a) has the meaning given to such term in the Optionee's employment agreement then in effect, if any, between the Optionee and the Company or any of its subsidiaries, or (b) if there is no such term in such employment agreement or there is no such employment agreement then in effect, means the disability of an Optionee during his or her Employment through any illness, injury, accident or condition of either a physical or psychological nature as a result of which, in the judgment of the Board, he or she is unable to perform substantially all of his or her duties and responsibilities, notwithstanding the provision of any reasonable accommodation, for 6 consecutive months during any period of 12 consecutive months.

"Equity Shares" means Shares as such term is used in the Stockholders Agreement.

"Investors" means Capital IV and Capital V and their "Permitted Transferees," as defined in the Stockholders Agreement.

"Investor Shares" means Equity Shares of any type held by the Investors and shall include any stock, securities or other property or interests received by the Investors in respect of Equity Shares in connection with any stock dividend or other similar distribution, stock split or combination of shares, recapitalization, conversion, reorganization, consolidation, split-up, spin off, combination, repurchase, merger, exchange of stock or other transaction or event that affects the Company's capital stock occurring after the date of issuance.

"Members of the Immediate Family" means, with respect to an individual, each spouse or child or other descendant of such individual, each trust created solely for the benefit of one or more of the aforementioned persons and their spouses and each custodian or guardian of any property of one or more of the aforementioned persons in his or her capacity as such custodian or guardian.

"Permitted Transferee" means (a) the Optionee's estate, executors, administrators, personal representatives, heirs, legatees or distributees, in each case acquiring the Received Shares in question pursuant to the will or other instrument taking effect at death of such Optionee or by applicable laws of descent and distribution, or (b) a trust, private foundation or entity formed for estate planning purposes for the benefit of the Optionee and/or any of the

Members of the Immediate Family of such Optionee. In addition, the Optionee shall be a Permitted Transferee of the Optionee's Permitted Transferees.

"Public Offering" means a public offering and sale of shares of common stock of the Company, for cash pursuant to an effective registration statement under the Securities Act of 1933, as amended.

"Qualified Public Offering" means the first underwritten Public Offering after the Grant Date pursuant to an effective registration statement (other than on Form S-4, S-8 or a comparable form) in connection with which the Company or any of the Sponsors or their respective Affiliates or Affiliated Funds receives sale proceeds therefrom.

"Return to Investor" means the return to the Sponsors and their respective Affiliates and Affiliated Funds, measured in the aggregate, on their cash investment to purchase Investor Shares, taking into account the amount of all cash dividends and cash distributions to the Sponsors and their respective Affiliates and Affiliated Funds in respect of their Investor Shares and all cash proceeds to the Sponsors and their respective Affiliates and Affiliated Funds from the sale or other disposition of such Investor Shares.

"Sponsors" shall mean Bain Capital (CC) IX L.P. and Thomas H. Lee Equity Fund VI, L.P.

"Stockholders Agreement" means the Stockholders Agreement, dated as of July 29, 2008, as amended from time to time, by and among the Company, BT Triple Crown Merger Co., Inc. and other stockholders of the Company who from time to time may become parties thereto.

"Transfer" means any sale, pledge, assignment, encumbrance, distribution or other transfer or disposition of shares or other property to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise.

13. General. For purposes of this Option and any determinations to be made by the Administrator or Committee, as the case may be, hereunder, the determinations by the Administrator or Committee, as the case may be, shall be binding upon the Optionee and any transferee.

IN WITNESS WHEREOF, the Company has caused this Option to be executed under its corporate seal by its duly authorized officer. This Option shall take effect as a sealed instrument.

CC MEDIA HOLDINGS, INC.

By: /s/ Robert H. Walls, Jr.

Name: Robert H. Walls, Jr.

Title: Executive Vice President, General Counsel and Secretary

Dated: October 2, 2011

Acknowledged and Agreed
/s/ Robert Pittman
Name: Robert Pittman

Address of Principal Residence:

Exhibit 10.3

EXECUTION VERSION

CC MEDIA HOLDINGS, INC.
STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of November 15, 2010 (the "Effective Date"), by and among CC Media Holdings, Inc., a Delaware corporation (the "Company"), Clear Channel Capital IV, LLC ("Capital IV"), Clear Channel Capital V, L.P. ("Capital V"), and Pittman CC LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 4 hereof.

WHEREAS, the Company, through its Subsidiaries, and pursuant to a Consulting Agreement, dated November 15, 2010 (the "Consulting Agreement"), has agreed to engage Robert Pittman as a consultant to serve as Chairman, Media and Entertainment, and Mr. Pittman has agreed to accept such engagement;

WHEREAS, in connection with Mr. Pittman's engagement as a consultant by the Company and its Subsidiaries, the Company has offered Purchaser (an entity controlled by Mr. Pittman) the opportunity, and Purchaser, and has accepted such offer, to purchase shares of the Company's Class A Common Stock, par value $0.001, on the terms and conditions set forth in this Agreement (the "Class A Common Stock").

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the parties hereto agree as follows:

1. Sale of Class A Common Stock. On the Effective Date, and subject to Purchaser's compliance with Section 2, the Company shall sell and issue to Purchaser the number of shares of Class A Common Stock (the "Purchased Shares") equal to $5,000,000 (the "Purchase Price") divided by $7.08 (i.e., 706,215 shares of Class A Common Stock).

2. Method of Payment. Purchaser shall pay the Purchase Price on the Effective Date in cash by wire transfer to a bank account identified by the Company. At the Effective Date, the Company shall issue and hold in escrow for the benefit of Purchaser until the date the applicable shares of Common Stock are not subject to Section 7 hereunder a stock certificate or book-entry transfer in the name of Purchaser evidencing the Purchased Shares, which certificate shall contain such legends (or the equivalent if such shares are held in book entry form) as the Company deems necessary or advisable to carry out the provisions of this Agreement.

3. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

"Adverse Claim" shall have the meaning set forth in Section 7-302 of the applicable Uniform Commercial Code.

"Affiliate" of a Person means any other person, entity, or investment fund controlling, controlled by, or under common control with such Person and, in the case of a Person which is a partnership, any partner of such Person.

"Affiliated Fund" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Agreement" has the meaning set forth in the preamble.

"Board" means the Board of Directors of the Company.

"Capital IV" shall have the meaning ascribed to such term in the Stockholder's Agreement.

"Capital V" shall have the meaning ascribed to such term in the Stockholder's Agreement.

"Change in Control" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Charitable Organization" shall have the meaning ascribed to such term in the Stockholder's Agreement.

"Common Shares" means (i) any Purchased Shares purchased or otherwise acquired by Purchaser hereunder and (ii) any equity securities issued or issuable directly or indirectly with respect to the Purchased Shares referred to in clause (i) above by way of stock dividend or stock split or in connection with a combination of stock, conversion, exchange, recapitalization, merger, consolidation or other reorganization. Except as otherwise provided in this Agreement, Common Shares will continue to be Common Shares in the hands of any other holder (other than transferees in a transaction pursuant to Sections 7, 8.1 or 8.2). Except as otherwise provided in this Agreement, each holder of Common Shares will succeed to all rights and obligations hereunder of the previous holder of such Common Shares and shall, with respect to the acquired Common Shares, be deemed to have joined this Agreement in the same capacity (*i.e.*, Purchaser hereunder) as the previous holder of such Common Shares.

"Common Stock" means the Company's Class A Common Stock, Class B Common Stock, par value $0.001 per share, and Class C Common Stock, par value $0.001 per share.

"Company" has the meaning set forth in the preamble.

"Cost Basis" means the product of (i) the Per Share Cost Basis of any Shares being Transferred by the Investors in a Transaction and (ii) the number of Shares being Transferred by the Investors in the applicable Transaction.

"Disability" means Mr. Pittman's inability to perform his duties and responsibilities with the Company due to a mental or physical impairment for 180 consecutive days or 270 days in any 365 day period.

"Eligible Individual" means Mr. Pittman and each of the individuals listed on Exhibit A.

"Eligible Shares" means the aggregate amount of Purchased Shares that have vested pursuant to Section 4 and the number of Shares the Board determines in good faith would vest as a result of the consummation of the transactions contemplated by Sections 8.1 or 8.2, reduced by any Purchased Shares that have previously been transferred by Purchaser pursuant to Sections 8.1 or 8.2.

"Exit Date" means the first date on which the Sponsor Entities beneficially own less than 20% of the aggregate shares of Common Stock beneficially owned by the Sponsor Entities on the Effective Date.

"Fair Market Value" means, as applicable, (i) the closing price as reported on the principal exchange on which the Common Shares are listed for trading for the immediately preceding trading day, (ii) if the Common Shares are not listed for trading on a national securities exchange, the last reported trade for Common Shares on an over-the-counter-market for the immediately preceding trading day or (iii) if Fair Market Value cannot be determined pursuant to clauses (i) or (ii), as determined in good faith by the Board.

"Good Reason" means a voluntary termination of Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement due to a material and extreme reduction in Mr. Pittman's duties and responsibilities with the Company, it being understood and agreed that (x) the hiring of a new Chief Executive Officer, (y) a change in the reporting relationship of John Hogan or any other employee of the Company's radio division with respect to Mr. Pittman, or (z) a failure to follow Mr. Pittman's recommendations or strategies shall not be considered to be a reduction of his duties and responsibilities. To terminate for Good Reason, Mr. Pittman must give the Company written notice of the events purporting to constitute Good Reason within 30 days of the occurrence of such events, the Company must fail to cure such events within 20 days of such notice and Mr. Pittman must terminate his engagement with the Company and its Subsidiaries within 10 days of the expiration of such cure period.

"Investors" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Legal Requirement" shall mean any law, treaty, statute, code, ordinance, decree, administrative order, constitution, permit, directive, policy, standard, rule, regulation, or requirement of any government entity and all judicial, quasi judicial, administrative, quasi administrative and arbitral judgments, orders (including injunctions) decisions or awards of any government entity, including general principles of common law, civil law and equity, in each case having the force of law and binding on Purchaser or any of Purchaser's property or assets.

"Measurement Date" means the Exit Date and the date of any Transfer by a Prospective Selling Investor that is described in Sections 8.1 or 8.2.

"Members of the Immediate Family" means each Eligible Individual's spouse or child or other descendant, each trust created solely for the benefit of one or more of the aforementioned persons and their spouses and each custodian or guardian of any property of one or more of the aforementioned persons in his or her capacity as such custodian or guardian.

"Multiple of Money" means the number (carried out to two decimal places) determined by dividing the Sponsor Inflows as of the applicable Measurement Date by the Sponsor Outflows as of such Measurement Date.

"Original Per Share Cost" means the amount equal to $5,000,000 divided by the number of Purchased Shares.

"Period of Restriction" means the period from the Effective Date to the Exit Date.

"Permitted Transferee" means (i) upon an Eligible Individual's death, such Eligible Individual's estate, executors, administrators, personal representatives, heirs, legatees or distributees in each case acquiring the Purchased Shares in question pursuant to the will or other instrument taking effect at such Eligible Individual's death or by applicable laws of descent and distribution, or (ii) a trust, private foundation or entity formed for estate planning purposes for an Eligible Individual's benefit and/or any of the Members of the Immediate Family of such Eligible Individual.

"Per Share Cost Basis" means $36.00; provided that the Per Share Cost Basis shall be recalculated on each date a Sponsor Outflow occurs and shall be equal to (i) the sum of (A) the Per Share Cost Basis in effect immediately prior to such Sponsor Outflow multiplied by the number of Shares held by the Investors and (B) the amount of such Sponsor Outflow, DIVIDED by (ii) the number of Shares held by the Investors immediately after such Sponsor Outflow.

"Person" means any natural person or individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

"Pro Rata Portion" means as to Purchaser, with respect to Offered Shares that are subject to a proposed Transfer under Section 8.1, a number of Eligible Shares equal to the product of (i) the number of Offered Shares *multiplied by* (ii) a fraction, the numerator of which is the number of Eligible Shares held by Purchaser as of the date of the Tag Along Notice, and the denominator of which is the sum of (A) the aggregate number of Shares held by the Prospective Selling Investor and all other Persons who have tag-along rights with respect to such Transfer as of the date of the Tag Along Notice (including for the sake of clarity, Purchaser and all "Tag Along Holders," as such term is defined in the Stockholders Agreement) *plus* (B) in the case of a proposed Transfer with respect to which a Requisite Capital IV Majority has granted tag-along rights to any other Person or Persons in addition to Purchaser, the aggregate number of shares of Common Shares and other equity securities of the Company that are eligible for inclusion in such proposed Transfer according to the terms of such grant and that are held by such other Person or Persons as of the date of the Tag Along Notice.

"Prospective Buyer" means any Person or Persons, including the Company or any of its subsidiaries or any Stockholder, proposing to purchase or otherwise acquire Shares from a Prospective Selling Investor.

"Prospective Selling Investor" (a) in relation to a Transfer under Section 8.1, has the meaning set forth therein, and (b) in relation to a Transfer under Section 8.2, has the meaning set forth therein.

"Public Offering" shall have the meaning ascribed to such term in the Stockholder's Agreement.

"Purchaser" has the meaning set forth in the preamble.

"Qualified Public Offering" shall have the meaning ascribed to such term in the Stockholder's Agreement.

"Recapitalization Transaction" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Repurchase Date" means each of (i) the Exit Date and (ii) the termination of Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement before the third anniversary of the Effective Date pursuant to Section 5. For the sake of clarity, there may be two potential Repurchase Dates, one occurring in connection with the Exit Date and one occurring in connection with a termination of Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement before the third anniversary of the Effective Date pursuant to Section 5.

"Requisite Capital IV Majority" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Sponsor Entities" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Sponsor Group" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Sponsor Inflows" means, without duplication, as of any Measurement Date, all cash (including cash dividends, cash distributions and cash proceeds, but excluding management fees, transaction-related fees and expense reimbursements) received (on a cumulative basis) by the Sponsor Entities with respect to or in exchange for the Common Stock of the Company (whether such payments are received from the Company or any third party) from the Effective Date through such Measurement Date. Notwithstanding the foregoing, on the Exit Date, the

Sponsor Inflows shall be deemed to include the aggregate Fair Market Value of the remaining the Common Stock of the Company held by the Sponsor Entities on such date.

"Sponsor Investment Vehicle" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Sponsor Outflows" means the sum of $2,142,830,088 and all payments made by the Sponsor Entities (on a cumulative basis) to purchase Common Stock of the Company (whether such payments are made to the Company or any third party) from the Effective Date until such Measurement Date.

"Stockholder" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Stockholders Agreement" means the Stockholders Agreement, dated as of July 29, 2008, by and among CC Media Holdings, Inc., BT Triple Crown Merger Co., Inc., Clear Channel Capital IV, LLC, Clear Channel Capital V, L.P., L. Lowry Mays, Mark P. Mays, Randall T. Mays and the other Stockholders, as amended from time to time in accordance with the terms thereof.

"Subsidiary" means any corporation, partnership, limited liability company, or other entity in which the Company owns, directly or indirectly, stock or other equity securities or interests possessing 50% or more of the total combined voting power of such entity.

"Transaction" shall have the meaning set forth in Section 4.

"Transaction Price" means the aggregate amount of Sponsor Inflows received in connection with a Transaction.

"Transfer" means any direct or indirect sale, transfer, assignment, pledge, encumbrance or other disposition (whether with or without consideration and whether voluntary or involuntary or by operation of law, including to the Company or any of its Subsidiaries) of any interest.

4. Vesting of Purchased Shares. The Purchased Shares shall vest in accordance with this Section 4. Fifty percent (50%) of the Purchased Shares shall be vested on the Effective Date. Additional Purchased Shares may vest on any subsequent Measurement Date in accordance with this Section 4. Subject to Section 4.3, the number of Purchased Shares that are considered to be vested on any Measurement Date shall be the greater of the aggregate amount determined pursuant to Section 4.1 and Section 4.2 on such Measurement Date. For the sake of clarity, the number of shares that are considered to vest pursuant to Section 4.2 shall be reduced by any Purchased Shares that previously vested pursuant to Section 4.1.

4.1 Vesting on Transfer by the Investors. Subject to Section 4.2 and Section 4.3, upon any Transfer of Shares by the Investors to any Prospective Buyer(s) (including through a sale or exchange effectuated through an underwritten Public Offering), in accordance with Section 3.1.5(a)(i) of the Stockholders Agreement, prior to the Exit Date (a "Transaction"), the

number of additional Purchased Shares that will vest immediately prior to such Transfer shall be equal to the product of (i) 50% of the total number of Purchased Shares, (ii) the percentage of Shares held by the Investors on the Effective Date that are to be Transferred in connection with the such Transaction and (iii) (A) 0% if the Transaction Price is less than 1.5 times the Cost Basis of the Shares being Transferred in the Transaction, (B) 36.2% if the Transaction Price is at least 2 and less than 3 times the Cost Basis of the Shares being Transferred in the Transaction and (C) 100% if the Transaction Price is 3 or more times the Cost Basis of the Shares being Transferred in the Transaction. If the Transaction Price is between 1.5 and 2 or between 2 and 3 of the Cost Basis of the Shares being Transferred in the Transaction, the percentage in clause (iii) shall be determined using straight line interpolation. For example, if the Transaction Price were to be 1.75 times the Cost Basis of the Shares being Transferred in the Transaction, the percentage in clause (iii) would be 18.1%

4.2 Catch Up Vesting. The number of Purchased Shares that will vest pursuant to this Section 4.2 on any Measurement Date (determined without duplication for Purchased Shares that previously vested pursuant to Section 4.1 or this Section 4.2) shall be the product of (i) 50% of the total number of Purchased Shares and (ii) (A) 0% if the Multiple of Money on such Measurement Date is 1.5 or less, (B) 36.2% if the Multiple of Money on such Measurement Date is at least 2 and less than 3 and (C) 100% if the Multiple of Money on such Measurement Date is at least 3. In the event the Multiple of Money is between 1.5 and 2 or between 2 and 3 on the applicable Measurement Date, the amount of additional vesting shall be determined using straight line interpolation. For example, if the Multiple of Money on a Measurement Date were to be 1.75, the additional number of Purchased Shares that would vest on such Measurement Date (without duplication for any shares that previously vested due to achievement of a Multiple of Money of 1.75 or less) would be 18.1%.

4.3 Vesting Clawback. If, on the Exit Date, the aggregate number of Purchased Shares that vested pursuant to Section 4.1 is greater than the aggregate number of Purchased Shares that would otherwise have vested pursuant to Section 4.2, the excess number of Purchased Shares shall be considered to be unvested on the Exit Date and shall be subject to repurchase pursuant to Section 6.

5. Termination of Employment. The Company may repurchase some or all of the Purchased Shares upon Purchaser's termination of engagement with the Company and its Subsidiaries on the terms and conditions specified in this Section 5.

5.1 Mutual Termination. If the Board and Mr. Pittman mutually agree to terminate Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement before the first anniversary of the Effective Date, the Company shall make a cash lump sum payment to Purchaser of $1,000,000 on the 60th day following such termination if Mr. Pittman and Purchaser have executed and not revoked a customary agreement releasing all claims against the Company and its Affiliates in a form prescribed by the Company in good faith and the Company may repurchase 100% of the Purchased Shares in accordance with the terms of Section 6. The aggregate purchase price for Purchased Shares repurchased pursuant to this Section 5.1 shall be equal to the sum of (i) the applicable number of Purchased Shares to be repurchased multiplied by the Original Per Share Cost of such Purchased Shares

plus (ii) interest, compounded quarterly**,** accruing on the amount determined pursuant to clause (i) from the Effective Date to the applicable Repurchase Date at a rate of four percent (4%).

5.2 Termination without Good Reason or for Certain Reasons. If (i) the Board terminates Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement because it has determined in good faith that Mr. Pittman has, over an extended period of time, not devoted to his duties and responsibilities as Chairman, Media and Entertainment the time and attention that Mr. Pittman would reasonably have been expected to devote to the operation, management and supervision of a successor investment fund to Pilot Group II LP and its portfolio investments or (ii) Mr. Pittman terminates his engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement for a reason other than Good Reason, death or Disability, the Company may repurchase (A) 80% of the Purchased Shares in accordance with the terms of Section 6 if such termination occurs before the second anniversary of the Effective Date, (B) 25% of the Purchased Shares in accordance with the terms of Section 6 if such termination occurs on or after the second anniversary of the Effective Date and before the third anniversary of the Effective Date and (C) 0% of the Purchased Shares if such termination occurs on or after the third anniversary of the Effective Date. The aggregate purchase price for Purchased Shares repurchased pursuant to this Section 5.2 shall be equal to the sum of (i) the applicable number of Purchased Shares to be repurchased multiplied by the lower of the Original Per Share Cost of such Purchased Shares and the Fair Market Value of such Purchased Shares as of the Repurchase Date plus (ii) interest, compounded quarterly**,** accruing on the amount determined pursuant to clause (i) from the Effective Date to the applicable Repurchase Date at a rate of four percent (4%).

5.3 Other Terminations. If (i) the Company terminates Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement for a reason other than death or Disability or pursuant to Section 5.2 or (ii) Mr. Pittman terminates his engagement with the Company and its Subsidiaries for Good Reason, the Company shall not have an election to repurchase any Purchased Shares pursuant to this Section 5 and Purchaser may require the Company to repurchase and the Company shall, (A) repurchase 80% of the Purchased Shares if such termination occurs before the second anniversary of the Effective Date, (B) repurchase 25% of the Purchased Shares if such termination occurs on or after the second anniversary of the Effective Date and before the third anniversary of the Effective Date and (C) repurchase 0% of the Purchased Shares if such termination occurs on or after the third anniversary of the Effective Date**.** The aggregate purchase price for any repurchase of Purchased Stock pursuant to this Section 5.3 shall be sum of (i) the applicable number of Purchased Shares to be repurchased multiplied by the Original Per Share Cost of such Purchased Shares plus (ii) interest, compounded quarterly**,** accruing on the amount determined pursuant to clause (i) from the Effective Date to the applicable Repurchase Date at a rate of four percent (4%). Purchaser may exercise this put right by delivery of written notice thereof (the "Put Notice") to the Company prior to or within 60 days after the date of termination of Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement. The Put Notice shall state that Purchaser has elected to exercise the put right described herein and the number and price of the Purchased Shares with respect to which the put right is being exercised. The closing of any purchase and sale of Purchased Shares pursuant to this Section 5.3 shall take place as soon as reasonably practicable, and in any event not later than 30 days after delivery of the Put

Notice (provided, that such time shall be extended as necessary to comply with requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or other applicable legal requirements) at the principal office of the Company, or at such other time and location as the parties may mutually determine. At the closing of any purchase and sale of Purchased Shares following the exercise of the put right, Purchaser shall deliver to the Company a certificate or certificates (or book-entry transfer) representing the Purchased Shares to be purchased by the Company duly endorsed, or with stock (or equivalent) powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock (or equivalent) transfer tax stamps affixed, and the Company shall pay to Purchaser by certified or bank check or wire transfer of immediately available federal funds the purchase price of the Purchased Shares being purchased by the Company. The delivery of a certificate or certificates (or book-entry transfer) for Purchased Shares by Purchaser shall be deemed a representation and warranty by Purchaser that: (i) Purchaser has full right, title and interest in and to such Purchased Shares; (ii) Purchaser has all necessary power and authority and has taken all necessary action to sell such Purchased Shares as contemplated; (iii) such Purchased Shares are free and clear of any and all liens or encumbrances created by Purchaser; and (iv) there is no Adverse Claim with respect to such Purchased Shares. If any payment of cash is required upon the purchase of Purchased Shares by the Company upon the exercise of the put right and (x) such payment would constitute, result in or give rise to any breach or violation of, or any default or right or cause of action under, any financing arrangement by which the Company or any of its Subsidiaries is, from time to time, a party, or (y) the Company is prohibited from purchasing such Purchased Shares pursuant to the Delaware General Corporation Law, then the Company's purchase obligation shall be suspended during the period such limitation or restriction applies and such repurchase shall be consummated within 90 days of the date such limitation or restriction ceases to apply.

6. Repurchase Right.

6.1 Company Call Option. On each Repurchase Date, the Company may elect to repurchase the applicable number of Purchased Shares set forth in Section 6.2 (the "Company Call Option"). The aggregate purchase price shall be as follows: (i) if the Repurchase Date is a date described in Section 5, the applicable amount specified in Section 5 and (ii) if the Repurchase Date is the Exit Date, the sum of (A) the applicable number of Purchased Shares to be repurchased multiplied by the lower of the Original Per Share Cost of such Purchased Shares and the Fair Market Value of such Purchased Shares as of the Repurchase Date plus (B) interest, compounded quarterly**,** accruing on the amount determined pursuant to clause (A) from the Effective Date to the applicable Repurchase Date at a rate of four percent (4%).

6.2 Applicable Number of Purchased Shares. The number of Purchased Shares subject to the Company Call Option shall be determined in accordance with this Section 6.2. If the applicable Repurchase Date is the Exit Date, the applicable number of Purchased Shares subject to the Company Call Option shall be the Purchased Shares that have not vested pursuant to Section 4 as of the Exit Date. If the applicable Repurchase Date is related to the termination of Mr. Pittman's engagement with the Company and its Subsidiaries pursuant to the Consulting Agreement, the applicable number of Purchased Shares subject to the Company Call Option shall be the applicable number of Purchased Shares specified in Section 5.

6.3 Call Procedures. The Company Call Option may be exercised by delivery of written notice thereof (the "Company Call Notice") to Purchaser prior to or within 60 days after the applicable Repurchase Date. The Company Call Notice shall state that the Company has elected to exercise the Company Call Option and the number and price of the Purchased Shares with respect to which the Company Call Option is being exercised. The closing of any purchase and sale of Purchased Shares pursuant to this Section 6 shall take place as soon as reasonably practicable, and in any event not later than 30 days after delivery of the Company Call Notice (provided, that such time shall be extended as necessary to comply with requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or other applicable legal requirements) at the principal office of the Company, or at such other time and location as the parties may mutually determine. At the closing of any purchase and sale of Purchased Shares following the exercise of the Company Call Option, Purchaser shall deliver to the Company a certificate or certificates (or book-entry transfer) representing the Purchased Shares to be purchased by the Company duly endorsed, or with stock (or equivalent) powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock (or equivalent) transfer tax stamps affixed, and the Company shall pay to Purchaser by certified or bank check or wire transfer of immediately available federal funds the purchase price of the Purchased Shares being purchased by the Company. The delivery of a certificate or certificates (or book-entry transfer) for Purchased Shares by Purchaser shall be deemed a representation and warranty by Purchaser that: (i) Purchaser has full right, title and interest in and to such Purchased Shares; (ii) Purchaser has all necessary power and authority and has taken all necessary action to sell such Purchased Shares as contemplated; (iii) such Purchased Shares are free and clear of any and all liens or encumbrances created by Purchaser; and (iv) there is no Adverse Claim with respect to such Purchased Shares. If any payment of cash is required upon the purchase of Purchased Shares by the Company upon the exercise of any Company Call Option and (x) such payment would constitute, result in or give rise to any breach or violation of, or any default or right or cause of action under, any financing arrangement by which the Company or any of its Subsidiaries is, from time to time, a party, or (y) the Company is prohibited from purchasing such Purchased Shares pursuant to the Delaware General Corporation Law, then the Company's purchase right shall be suspended during the period such limitation or restriction applies and may be exercised by the Company in accordance with this Section 6 during the period commencing on the date such limitation or restriction ceases to apply and ending on the 90th day following such date. If the Company's purchase right is so suspended, the Company shall deliver a new Company Call Notice within 90 days of the termination of such suspension and the Company Call Option shall be at the applicable per share repurchase price set forth in this Section 6, as determined as of the date on which such subsequent Company Call Notice is delivered.

7. Transfer Restriction. During the Period of Restriction, Purchaser shall not be permitted to transfer any Purchased Shares or any interest therein except to the extent set forth in Section 6 or expressly permitted by this Section 7, subject in all cases to compliance with the terms and conditions of this Agreement. Any Transfer of Purchased Shares not made in compliance with the terms of this Section 7 shall be void ab initio, and the Company shall not in any way give effect to any such Transfer. In addition, during the Period of Restriction, each of the Eligible Individuals agree that he shall not Transfer any interest in Purchaser except in accordance with Section 7.1 and Purchaser agrees that it (i) shall not permit any Transfer by any

Eligible Individual of any interest in Purchaser except in accordance with Section 7.1 and (ii) shall not issue, grant or otherwise Transfer any interest in Purchaser other than to Mr. Pittman or a Permitted Transferee of Mr. Pittman. Purchaser further agrees that it shall not Transfer any Purchased Shares to any Eligible Individual without the consent of the Company.

7.1 Permitted Transferees. Purchaser may Transfer any or all of the Purchased Shares to any Permitted Transferee and the Eligible Individuals may Transfer all or any interest in Purchaser to any Purchase Transferee, so long as such Permitted Transferee agrees to be bound by the terms of this Agreement in accordance with Section 7.4. Any Purchased Shares so Transferred shall conclusively be deemed thereafter to continue to be Purchased Shares for all purposes under this Agreement and any interest in Purchaser so Transferred shall conclusively be deemed thereafter to continue to be subject to this Section 7.

7.2 Tag Along Transfers. Purchaser may Transfer the Purchased Shares in compliance with Section 8.1.

7.3 Drag Along Transfers. Purchaser may Transfer the Purchased Shares in compliance with Section 8.2.

7.4 Permitted Transferees to Become Parties. Any Permitted Transferee receiving Purchased Shares or an interest in Purchaser in a Transfer pursuant to this Section 7 shall become a party to this Agreement and be subject to the terms and conditions of, and be entitled to enforce, this Agreement, to the same extent, and in the same capacity, as Purchaser, with each Permitted Transferee to be deemed, as applicable, to be "Purchaser" or an "Eligible Individual" for purposes of this Agreement. Prior to any Transfer of any Purchased Shares to any Permitted Transferee pursuant to this Section 7, and as a condition thereto, Purchaser or the Eligible Individual, as applicable, shall (a) cause such Permitted Transferee to deliver to the Company a written agreement in the form of Exhibit A (or in form and substance that is otherwise reasonably satisfactory to the Company), to be bound by the terms and conditions of this Agreement, and (b) remain directly liable for the performance by such Permitted Transferee of all obligations of such Permitted Transferee under this Agreement.

7.5 Other Restrictions on Transfer; Indirect Transfers. The restrictions on transfer contained in this Agreement are in addition to any other restrictions on transfer to which Purchaser may be subject, including any restrictions on transfer contained in the Company's certificate of incorporation (including restrictions therein relating to federal communications laws), or any other agreement to which Purchaser is a party or by which Purchaser is bound or any applicable lock-up rules and regulations of any national securities exchange or national securities association.

7.6 Period. Each of the foregoing provisions of this Section 7 shall terminate upon the Exit Date; provided that the provisions of this Section 7 shall terminate on the fifth anniversary of the Effective Date in respect of (i) the sum of 50% of the Purchased Shares and such other Purchased Shares that have vested, or subsequently vest, pursuant to Section 4.2, REDUCED by (ii) the number of Purchased Shares that have previously been Transferred by Purchaser; provided further, that prior to the Exit Date, Purchaser and each Eligible Individual

(and each of their Permitted Transferees) shall be bound by and shall comply with Sections 3.3, 3.4 and 3.5 of the Stockholders Agreement.

8. "Tag Along" and "Drag Along" Rights.

8.1 Tag Along. If an Investor or a group of Investors (collectively, the "Prospective Selling Investor") proposes to Transfer any Shares (the "Offered Shares") to any Prospective Buyer(s), in accordance with Section 3.1.5(a)(i) of the Stockholders Agreement, unless they have terminated in accordance with Section 8.1.7 at the time of such Transfer, the provisions of this Section 8.1 will apply to such Transfer.

8.1.1 Notice. The Prospective Selling Investor shall, prior to any such proposed Transfer, furnish a written notice (the "Tag Along Notice") to the Company, and the Company shall promptly furnish such notice to Purchaser. The Tag Along Notice shall include:

(a) the principal terms and conditions of the proposed Transfer insofar as it relates to the Offered Shares, including (i) the number of Shares, (ii) the per Share purchase price or the formula by which such price is to be determined and the payment terms, including a description of any non-cash consideration, (iii) the name and address of each Prospective Buyer and (iv) if known, the proposed closing date; and

(b) an invitation to Purchaser to participate in the proposed Transfer to the applicable Prospective Buyer(s) by Transferring therein up to the lesser of his Pro Rata Portion of the Offered Shares and the number of Eligible Shares held by Purchaser, on the same terms and conditions as the Prospective Selling Investor.

The Prospective Selling Investor shall deliver or cause to be delivered to Purchaser copies of all transaction documents relating to the proposed Transfer of the Offered Shares to which Purchaser would be expected to become party in order to participate in such Transfer as soon as reasonably practicable after such documents become available.

8.1.2 Exercise. If Purchaser desires to participate in the proposed Transfer, Purchaser shall furnish a written notice (a "Tag Along Offer") to the Company and the Prospective Selling Investor within ten business days after the date of delivery of the Tag Along Notice that indicates the number of Eligible Shares that Purchaser desires to Transfer as Offered Shares in the proposed Transfer; provided, however, that such number of Eligible Shares may in no event exceed Purchaser's Pro Rata Portion of the Offered Shares. Subject to Section 8.1.4, to the extent Purchaser makes a Tag Along Offer in accordance with this Section 8.1.2, the number of Offered Shares that the Prospective Selling Investor may Transfer in the proposed Transfer will be correspondingly reduced. If Purchaser fails to make a Tag Along Offer in compliance

with the above requirements, including the time period, Purchaser will conclusively be deemed to have waived all of its rights with respect to the proposed Transfer, and the Prospective Selling Investor shall thereafter be free to Transfer to the Prospective Buyer, for the same form of consideration set forth in the Tag Along Notice, at a per Share price no greater than the per Share price set forth in the Tag Along Notice and on other terms and conditions that are not materially more favorable to the Prospective Selling Investor than those set forth in the Tag Along Notice.

8.1.3 Irrevocable Offer. Subject to Section 8.1.4, the offer of Purchaser contained in his Tag Along Offer shall be irrevocable, and Purchaser shall be bound and obligated to Transfer Eligible Shares in the proposed Transfer, on the same terms and conditions as the Prospective Selling Investor with respect to each Share Transferred (subject to the limitations set forth in the proviso to the first sentence of Section 8.3.2), such number of Eligible Shares as was specified in Purchaser's Tag Along Offer.

8.1.4 Additional Compliance. If, prior to consummation, the terms of the proposed Transfer shall change with the result that the per Share price to be paid in such proposed Transfer shall be greater than the per Share price set forth in the Tag Along Notice, the number of Shares to be purchased by the Prospective Buyer shall be greater than the number of Offered Shares specified in the Tag Along Notice or the other principal terms of such proposed Transfer shall be materially more favorable to the Prospective Selling Investor than those set forth in the Tag Along Notice, then, in any such case, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be furnished, and the terms and provisions of this Section 8.1 separately complied with, in order to consummate such proposed Transfer pursuant to this Section 8.1; provided, however, that in the case of such a separate Tag Along Notice, the applicable period to which reference is made in Section 8.1.2 shall be three business days or such longer period as the Prospective Selling Investor and the Prospective Buyer may agree. In addition, if the Prospective Selling Investor has not completed the proposed Transfer by the end of the 180th day after the date of delivery of the Tag Along Notice by the Company, Purchaser shall be released from his obligations under his Tag Along Offer, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be furnished, and the terms and provisions of this Section 8.1 separately complied with, in order to consummate such proposed Transfer pursuant to this Section 8.1, unless the failure to complete such proposed Transfer involves either (a) a failure by a Prospective selling Investor or Purchaser to comply with the terms of this Section 8.1, or (b) a failure by a governmental or regulatory authority, including the Federal Communications Commission ("FCC"), the Department of Justice ("DOJ") or Federal Trade Commission ("FTC"), to approve such Transfer. In the case of a failure of a type described in clause (b), the Prospective selling Investor will have an additional 90 days beyond such 180th day in which to obtain any such approval and complete the proposed Transfer before the Tag Along Notice becomes null and void.

8.1.5 Indirect Transfers. No Investor or any of the Sponsor Entities shall permit a Sponsor Entity to Transfer any direct or indirect equity interests in any Investor in a Transfer of a type that would be subject to this Section 8.1 if such Transfer involved a Transfer of Shares by such Sponsor Entity or Investor (any such Transfer of any such

equity interests, an "Indirect Transfer"), unless the Sponsor Entities and such Investor cause to be provided to Purchaser "tag along" rights with respect to such Indirect Transfer that are substantially equivalent to the "tag along" rights set forth in this Section 8.1 and subject to obligations and other terms and conditions that are substantially equivalent to those set forth in this Section 8.1.

8.1.6 Miscellaneous Provisions. The provisions of Section 8.3 shall apply to any Transfer that is subject to this Section 8.1 to the extent, and on the terms, provided therein.

8.1.7 Period. Each of the foregoing provisions of this Section 8.1 shall terminate upon the Exit Date.

8.2 Sale Event Drag Along. If one or more Investors proposes to Transfer any Shares to a Prospective Buyer that is not an Affiliate of any Prospective Selling Investor (such Investor or Investors, the "Prospective Selling Investor") in a transaction, including a merger, or a series of related transactions that, after giving effect to the provisions of this Section 8.2, would constitute a Change of Control, then, at the election of a Requisite Capital IV Majority, the provisions of this Section 8.2 will apply to such Transfer and Purchaser agrees to Transfer to such Prospective Buyer in connection with such transaction or transactions, as the case may be, a percentage of the Purchased Shares held by Purchaser (which shall not exceed the number of Eligible Shares held by Purchaser) that is equal to the percentage of the aggregate number of Shares then owned by the Investors that are proposed to be Transferred to such Prospective Buyer (the "Drag Along Sale Percentage"); provided that in no event may the Drag Along Sale Percentage be less than 50%.

8.2.1 Exercise. The applicable Requisite Capital IV Majority that has elected to exercise its rights under this Section 8.2 with respect to a proposed Transfer shall furnish a written notice (the "Drag Along Sale Notice") to the Company at least ten business days prior to the consummation of such proposed Transfer, and the Company shall promptly furnish any such Drag Along Sale Notice to Purchaser. The Drag Along Sale Notice shall set forth the principal terms and conditions of the proposed Transfer insofar is it relates to the Shares, including (a) the number of Shares to be acquired from the Prospective Selling Investor, (b) the Drag Along Sale Percentage, (c) the per Share consideration to be received in the proposed Transfer, including the form of consideration (if other than cash), (d) the name and address of the Prospective Buyer and (e) if known, the proposed closing date. If the Prospective Selling Investor consummates the proposed Transfer to which reference is made in the Drag Along Sale Notice, Purchaser shall be bound and obligated to Transfer the Drag Along Sale Percentage of Purchaser's Purchased Shares in the proposed Transfer on the same terms and conditions as the Prospective Selling Investor with respect to each Share Transferred (subject to the limitations set forth in the proviso to the first sentence of Section 8.3.2). If, at the end of the 270th day after the date of delivery of the Drag Along Sale Notice, the Prospective Selling Investor has not completed the proposed Transfer, the Drag Along Sale Notice shall be null and void, Purchaser shall be released from his obligation under the Drag Along Sale Notice and it shall be necessary for a separate Drag Along Sale Notice to be furnished and the terms and provisions of this Section 8.2 separately complied with, in

order to consummate such proposed Transfer pursuant to this Section 8.2, unless the failure to complete such proposed Transfer involves a failure by a governmental or regulatory authority, including the FCC, DOJ or FTC, to approve such Transfer, in which case the Prospective Selling Investor will have an additional 180 days beyond such 270th day in which to obtain any such approval and complete the proposed Transfer before the Drag Along Sale Notice becomes null and void.

8.2.2 Waiver of Appraisal Rights. Purchaser agrees not to demand or exercise appraisal rights under Section 262 of the DGCL or otherwise with respect to any transaction subject to this Section 8.2, whether or not such appraisal rights are otherwise available.

8.2.3 Miscellaneous Provisions. The provisions of Section 8.3 shall apply to any transaction that is subject to this Section 8.2 to the extent, and on the terms, provided therein.

8.2.4 Period. The foregoing provisions of this Section 8.2 shall terminate upon the Exit Date.

8.3 Miscellaneous Sale Provisions. The provisions of Section 8.3 shall apply to any Transfer to which Section 8.1 or 8.2 applies.

8.3.1 Certain Legal Requirements. If the consideration to be paid for Shares in a Transfer pursuant to Section 8.1 or 8.2 includes any securities, and the receipt thereof by a Participating Seller would require under applicable law (a) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities where such registration or qualification would not otherwise be required for the Transfer by the Prospective Selling Investor or (b) the provision to Purchaser of any specified information regarding the Company or any of its Subsidiaries, such securities or the issuer thereof, in each case that is not otherwise required to be provided for the Transfer by the Prospective Selling Investor, then Purchaser shall not have the right to Transfer Eligible Shares in such Transfer. In such event, the Prospective Selling Investor will have the right, but not the obligation, to cause to be paid to Purchaser in lieu of such securities, against surrender of the Shares (in accordance with Section 8.3.4 hereof) that would have otherwise been Transferred by Purchaser to the Prospective Buyer in the Transfer, an amount in cash equal to the fair market value of such Eligible Shares as of the date such securities would have been delivered in exchange for such Shares, as determined in good faith by the Board.

8.3.2 Further Assurances. Purchaser and each of the Eligible Individuals, whether in its or his capacity as a stockholder, director or officer of the Company or otherwise, shall use his reasonable efforts to take or cause to be taken all such actions as may be necessary or reasonably desirable in order expeditiously to consummate each Transfer pursuant to Sections 8.1 or 8.2 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns, filings and other documents or instruments with governmental authorities; and

otherwise cooperating with the Prospective Selling Investor and the Prospective Buyer; provided, however, that Purchasers shall be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise to the Prospective Buyer in connection with such Transfer solely to the extent provided in the immediately following sentence. Without limiting the generality of the foregoing, each Purchaser agrees to execute and deliver such agreements as may be reasonably specified by the Prospective Selling Investor to which such Prospective Selling Investor will also be party, including agreements to (a)(i) make individual representations, warranties, covenants and other agreements, in each case as to the unencumbered title to Purchaser's Shares and the power, authority and legal right to Transfer such Eligible Shares and the absence of any Adverse Claim with respect to such Eligible Shares and (ii) be liable as to such representations, warranties, covenants and other agreements, in each case to the same extent as the Prospective Selling Investor is liable for the comparable representations, warranties, covenants and agreements made by it or on its behalf (with any limit on liability applied based on the relative value of their respective Shares), and (b) be liable (whether by purchase price adjustment, indemnity payments or otherwise) in respect of representations, warranties, covenants and agreements in respect of the Company and its Subsidiaries in connection with such Transfer; provided, however, that the aggregate amount of liability described in this clause (b) shall not exceed the lesser of (x) Purchaser's pro rata share of any such liability, to be determined in accordance with Purchaser's portion of the aggregate proceeds to all participating sellers and Prospective Selling Investors in connection with such Transfer and (y) the proceeds to Purchaser in connection with such Transfer. In connection with any governmental or regulatory approval required for any Transfer pursuant to Section 8.1 or 8.2, including any such required approval of the FCC, DOJ or FTC, the Company shall file such applications and other materials as are necessary or desirable to file in order to obtain such governmental or regulatory approval, and each Purchaser shall cooperate with the Company and promptly provide it with any and all information, certifications and other materials necessary or otherwise reasonably requested by the Company to complete the filing of such applications and materials and to obtain such governmental or regulatory approval.

8.3.3 Sale Process. The Prospective Selling Investor shall, in its sole and absolute discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Transfer and the terms and conditions thereof. No Stockholder or Affiliate of any Stockholder will have any liability to Purchaser arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer, except to the extent contemplated herein or arising from a failure to comply with the provisions of this Section 8.

8.3.4 Closing. Subject to the provisions of Section 8.1.4 (in the case of a Transfer to which Section 8.1 applies) or Section 8.2.1 (in the case of a Transfer to which Section 8.2 applies), in each case that relate to the timing of the completion of a proposed Transfer to which such Section applies, the closing of a Transfer to which Section 8.1 or 8.2 applies shall take place (a) (i) on the proposed closing date, if any, specified in the Tag Along Notice or Drag Along Sale Notice, as applicable; provided that the consummation of any such Transfer may be extended beyond such date at the election of

the Prospective Selling Investor (in the case of a Transfer to which Section 8.1 applies) or a Requisite Capital IV Majority (in the case of a Transfer to which Section 8.2 applies), in each case to the extent necessary to obtain any applicable governmental or regulatory approval or other required approval or to satisfy other conditions, or (ii) if no proposed closing date was required to be specified in the applicable notice, at such time as the Prospective Selling Investor shall specify by notice to each Participating Seller and (b) at such place as the Prospective Selling Investor shall specify by notice to each Participating Seller. At the closing of such Transfer, each Purchaser shall deliver, against delivery of the applicable consideration therefor, the certificates (or book-entry transfer) evidencing the Eligible Shares to be Transferred by such Participating Seller, duly endorsed, or with stock (or equivalent) powers duly endorsed, for transfer with signature guaranteed, free and clear of any liens or encumbrances, with any stock (or equivalent) transfer tax stamps affixed.

8.4 Purchased Recapitalization Transaction Drag Along. If requested by a Requisite Capital IV Majority, each Purchaser agrees, with respect to each class of Shares held by Purchaser, to exchange or convert a percentage of the Purchased Shares of each class held by Purchaser that is equal to the percentage of the Shares of such class that are proposed by such Requisite Capital IV Majority to be exchanged or converted in a Recapitalization Transaction (as to each such class, the "Drag Along Recapitalization Percentage"), in the manner and on the terms set forth in this Section 8.4.

8.4.1 Exercise in a Recapitalization Transaction. The Company (solely at the direction of the applicable Requisite Capital IV Majority) shall furnish a written notice (the "Drag Along Recapitalization Notice") to Purchaser at least ten business days prior to the consummation of the Recapitalization Transaction. The Drag Along Recapitalization Notice shall set forth the principal terms and conditions of the proposed Recapitalization Transaction insofar as it relates to the Shares, including (a) the number and class of Shares to be exchanged or converted in the Recapitalization Transaction, (b) the Drag Along Recapitalization Percentage for each class and (c) the form of securities to be received upon exchange or conversion of the Shares of each class of Shares being exchanged or converted. If the Recapitalization Transaction described in such Drag Along Recapitalization Notice is consummated, Purchaser shall be bound and obligated to convert or exchange the Drag Along Recapitalization Percentage of each class of Purchased Shares held by Purchaser that are to be included in the proposed Recapitalization Transaction on the same terms and conditions as the Requisite Capital IV Majority with respect to each Share of the same class being exchanged or converted. If, at the end of the 270th day after the date of delivery of the Drag Along Recapitalization Notice, the Recapitalization Transaction has not been completed, then the Drag Along Recapitalization Notice shall be null and void, Purchaser shall be released from his obligations under the Drag Along Recapitalization Notice and it shall be necessary for a separate Drag Along Recapitalization Notice to be furnished and the terms and provisions of this Section 8.4.1 separately complied with, in order to consummate such proposed Recapitalization Transaction pursuant to Section 8.4, unless the failure to complete such proposed Recapitalization Transaction involves a failure by a governmental or regulatory authority, including the FCC, DOJ or FTC, to approve such

Recapitalization Transaction, in which case the Company will have an additional 180 days beyond such 270th day in which to obtain any such approval and complete the proposed Recapitalization Transaction before the Drag Along Recapitalization Notice becomes null and void.

8.4.2 Certain Legal Requirements. If the receipt of securities to be received in exchange for, or upon conversion of, Shares in a proposed Recapitalization Transaction pursuant to Section 8.4 by Purchaser would require under applicable law (a) the registration or qualification of such securities or of Purchaser as a broker or dealer or agent with respect to such securities where such registration or qualification is not otherwise required for the Recapitalization Transaction or (b) the provision to Purchaser of any information regarding the Company or any of its subsidiaries, such securities or the issuer thereof, in each case that is not otherwise required to be provided for the Recapitalization Transaction, then, at the election of a Requisite Capital IV Majority, Purchaser shall not have the right to exchange or convert Purchased Shares in such proposed Recapitalization Transaction. In such event, the Company will have the right, but not the obligation, to cause to be paid to Purchaser in lieu of such securities, against the surrender of the Purchased Shares (in accordance with Section 8.4.4) that would have otherwise been exchanged or converted by Purchaser in the Recapitalization Transaction, an amount in cash equal to the fair market value of such Purchased Shares as of the effective date of the Recapitalization Transaction, as determined in good faith by the Board.

8.4.3 Further Assurances. Purchaser and each Eligible Individual, whether in its or his capacity as a stockholder, officer or director of the Company or otherwise, shall use his reasonable efforts to take or cause to be taken all such actions as may be necessary or reasonably desirable in order expeditiously to consummate any Recapitalization Transaction and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns filings and others instruments or documents with governmental authorities; and otherwise cooperating with the Company. Without limiting the generality of the foregoing, Purchaser agrees to execute and deliver such agreements as may be reasonably specified by the Requisite Capital IV Majority, including agreements to (a) make individual representations, warranties, covenants and other agreements, in each case as to the unencumbered title to his Shares and the power, authority and legal right to Transfer such Shares and the absence of any Adverse Claim with respect to such Shares and (b) be liable as to such representations, warranties, covenants and other agreements, in each case to the same extent as the other Stockholder(s) are liable for the comparable representations, warranties, covenants and agreements made by them or on their behalf. In connection with any governmental or regulatory approval required for any Recapitalization Transaction, including any such required approval of the FCC, DOJ or FTC, the Company shall file such applications and other materials as are necessary or desirable to file in order to obtain such governmental or regulatory approval, and Purchaser shall cooperate with the Company and promptly provide it with any and all information, certifications and other materials necessary or otherwise reasonably

requested by the Company to complete the filing of such applications and materials and to obtain such governmental or regulatory approval.

8.4.4 Closing. Subject to the provisions of Section 8.4.1 that relate to the timing of the completion of a proposed Recapitalization Transaction, the closing of a Recapitalization Transaction to which this Section 8.4 applies shall take place (a) on the proposed conversion or exchange date, if any, specified in the Drag Along Recapitalization Notice; provided that consummation of any conversion or exchange may be extended beyond such date at the election of the Requisite Capital IV Majority, to the extent necessary to obtain any applicable governmental or regulatory approval or other required approval or to satisfy other conditions, or (b) if no proposed conversion or exchange date was specified in the Drag Along Recapitalization Notice, at such time as the Requisite Capital IV Majority, shall specify by reasonable notice to Purchaser. At the closing of such Recapitalization Transaction, Purchaser shall deliver, against the delivery of the applicable consideration, the certificates (or book-entry transfer) evidencing the Shares to be converted or exchanged by Purchaser, duly endorsed, or with stock (or equivalent) powers duly endorsed, for transfer with signature guaranteed, free and clear of any liens or encumbrances, with any stock (or equivalent) transfer tax stamps affixed.

8.4.5 Acquired Securities. Subject to the terms and conditions of this Agreement, any securities to be received upon the exchange or conversion of Shares by Purchaser pursuant to this Section 8.4 shall be deemed for all purposes hereof to be Purchased Shares under this Agreement.

8.4.6 Period. The foregoing provisions of this Section 8.4 shall terminate upon the occurrence of the Exit Date.

9. Certain Adjustments. In the event of any reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation or other change in any of the Common Stock, the Board shall make such changes in the number and type of shares of Common Stock referred to in this Agreement and any of the other terms hereof as the Board determines in good faith are necessary to prevent dilution or enlargement of rights Purchaser's rights and obligations hereunder. Without limiting the generality of the foregoing, in the event of any such transaction, the Board shall have the power to make such changes as it reasonably and in good faith deems appropriate in the number and type of Purchased Shares, vested Shares, Per Share Cost Basis and the Original Per Share Cost set forth in this Agreement. Any securities received in connection with Purchased Shares shall be considered to be Purchased Shares for purposes of this Agreement.

10. Piggyback Registration Rights. Purchaser shall be considered to be a "Qualifying Holder" (as defined in the Stockholders Agreement) for purposes of Sections 8.2, 8.3, 8.4 and 8.5 of the Stockholders Agreement, it being understood and agreed that (i) Purchaser's Registrable Securities (as defined in the Stockholders Agreement) shall mean only (A) the sum of 50% of the Purchased Shares and those Purchased Shares that have vested pursuant to Section 4.2, reduced by (B) any Purchased Shares previously Transferred by Purchaser and (ii) the only Registrable Securities Purchaser may request to register pursuant to Section 8.2 of the Stockholders Agreement are those Purchased Shares that are otherwise

transferable under the terms of this Agreement. Purchaser and each Eligible Individual agrees that it or he shall comply, and must comply, with Sections 8.2, 8.3, 8.4 and 8.5 of the Stockholders Agreement as a condition of eligibility to participate in any transaction described therein.

11. Certain Permitted Transfers. Upon any termination of Mr. Pittman's engagement with the Company or any its Subsidiaries pursuant to the Consulting Agreement due to the death or Disability, Purchaser will have the right, subject to Sections 3.3, 3.5, 3.6 and 3.7 of the Stockholders Agreement, to sell to the public pursuant to Rule 144 of the Securities Act of 1933, as amended, at any time during the one-year period following the effective date of such termination (the "Permitted Sale Period"), all or any portion of an amount of Purchased Shares that are then held by Purchaser equal to (i) the sum of 50% of the Purchased Shares and such other Purchased Shares that have vested, or subsequently vest during such one-year period, pursuant to Section 4.2, REDUCED by (ii) the number of Purchased Shares that have been Transferred by Purchaser (any such sale, a "Permitted Public Transfer"), notwithstanding that such a Transfer might not otherwise then be permitted hereunder. Purchased Shares sold in Permitted Public Transfers pursuant to this Section 11 shall conclusively be deemed thereafter not to be Shares under this Agreement.

12. Representations and Warranties of the Company. As a material inducement to Purchaser to enter into this Agreement and to purchase the Purchased Shares, the Company hereby represents and warrants to Purchaser that:

12.1 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

12.2 Authorization; No Breach. The execution, delivery and performance of this Agreement have been duly authorized by the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any other obligation of the Company, whether such obligation is contained in the Company's certificate of incorporation, bylaws or any contract binding upon the Company.

13. Purchaser's Representations and Warranties. In connection with the purchase and sale of the Purchased Shares at the Effective Date, Purchaser hereby represents and warrants to the Company as of the Effective Date that:

13.1 Purchaser's Investment Representations. Purchaser hereby represents that he is acquiring the Purchased Shares to be acquired by Purchaser hereunder for Purchaser's own account with the present intention of holding such securities for investment purposes and that he, she or it has no intention of selling such securities in a public distribution in violation of the federal securities laws or any applicable state or foreign securities laws. Purchaser acknowledges that the Purchased Shares have not been registered under the Securities Act or applicable state or foreign securities laws and that the Purchased Shares will be issued to Purchaser in reliance on exemptions from the registration requirements of the Securities Act and applicable state and foreign statutes and in reliance on Purchaser's representations and agreements contained herein.

13.2 No Conflict. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not (with or without the giving of notice, the lapse of time, or both) result in a violation or breach of, conflict with, cause increased liability or fees, or require approval, consent or authorization under (i) any Legal Requirements applicable to Purchaser or (ii) any contract to which Purchaser is a party or by which Purchaser or any of its properties or assets may be bound or affected. The execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not result in a violation or breach of or conflict with any Legal Requirements applicable to the Company.

13.3 Other Representations and Warranties of Purchaser. Purchaser hereby further represents and warrants to the Company as of the Effective Date that:

(i) Purchaser acknowledges that this Agreement has been executed and delivered, and the Purchased Shares will be sold at the Effective Date, in connection with and as a part of the compensation and incentive arrangements between the Company and Purchaser;

(ii) Purchaser has had an opportunity to ask questions and receive answers concerning the terms and conditions of the Purchased Shares to be acquired by Purchaser hereunder and has had full access to such other information concerning the Company (including the periodic and other reports filed by the Company and its Subsidiaries with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended) as Purchaser may have requested in making Purchaser's decision to invest in the Purchased Shares being issued hereunder;

(iii) Purchaser is able to bear the economic risk and lack of liquidity of an investment in the Company and is able to bear the risk of loss of Purchaser's entire investment in the Company, and Purchaser fully understands and agrees that Purchaser may have to bear the economic risk of Purchaser's purchase for an indefinite period of time because, among other reasons, the Purchased Shares have not been registered under the Securities Act or under the securities laws of any state or foreign nation and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of certain states or foreign nations or unless an exemption from such registration is available;

(iv) Purchaser acknowledges that the Purchased Shares are subject to the restrictions described herein;

(v) Purchaser will not sell or otherwise transfer Common Shares without registration under the Securities Act (and any applicable federal, state and foreign securities laws) or an exemption therefrom, and provided there exists such a registration or exemption, any transfer of Common Shares by Purchaser or subsequent holders of Common Shares will be in compliance with the provisions of this Agreement;

(vi) Purchaser acknowledges that any certificate (or book-entry transfer) representing the Common Shares shall include such legend(s) as are appropriate to implement the terms of this Agreement;

(vii) Purchaser is an accredited investor as such term is defined in Regulation D promulgated pursuant to Section 4(2) of the Securities Act. Purchaser acknowledges and agrees that the Purchased Shares issued to Purchaser are being issued and sold (based, in part, on Purchaser's representations and warranties contained in this Section 13.3) in reliance on the exemption from registration contained in Section 4(2) of the Securities Act and exemptions contained in applicable state securities laws, and that the Shares cannot and will not be sold or transferred except in compliance with the Securities Act and the applicable state securities law.

(viii) Purchaser has all requisite legal capacity and authority and all material authorizations necessary to carry out the transactions contemplated by this Agreement; and the execution, delivery and performance of this Agreement and the purchase of the Purchased Shares hereunder have been duly authorized by Purchaser;

(ix) Purchaser has relied on the advice of, or has consulted with, only Purchaser's own legal, financial and tax advisors and the determination of Purchaser to acquire the Purchased Shares pursuant to this Agreement has been made by Purchaser independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of the Company which may have been made or given by any other Person or by any agent or employee of such Person and independent of the fact that any other Person has decided to become a stockholder of the Company;

(x) Purchaser is not acquiring the Purchased Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine, internet publication or similar media or broadcast over television, radio or the internet or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to Purchaser in connection with investments in securities generally;

(xi) Purchaser is a Delaware limited liability company; and

(xii) Purchaser acknowledges that neither the issuance of the Purchased Shares to Purchaser, nor any provision contained in this Agreement shall entitle Mr. Pittman to continued to be engaged by the Company and/or any of its Subsidiaries or affect the right of the Company and/or any of its Subsidiaries to terminate Mr. Pittman's engagement at any time, subject to any rights with respect to severance or other obligations of the Company or its Subsidiaries pursuant to this Agreement or the Consulting Agreement.

14. Community Property. If any member of Purchaser is lawfully married (a "Married Member") and such Married Member's address or the permanent residence of such Married Member's spouse is located in a community property jurisdiction, the Married Member

shall cause the Married Member's spouse to execute and deliver to the Company on the date of the Effective Date the spousal consent in the form of Exhibit B attached hereto. Additionally, if at any time following the Effective Date (a) a Married Member becomes lawfully married and the Married Member's address or the permanent residence of the Married Member's spouse is located in a community property jurisdiction or (b) the Married Member is lawfully married and the Married Member's address or the permanent residence of the Married Member's spouse becomes located in a community property jurisdiction, the Married Member shall cause the Married Member's spouse to execute and deliver to the Company the spousal consent in the form of Exhibit B attached hereto reasonably promptly following the occurrence of any such event.

15. Confidentiality. Mr. Pittman recognizes and acknowledges that the Proprietary Information (as defined below) is a valuable, special and unique asset of the Company and its Subsidiaries. As a result, both during the time Mr. Pittman is engaged by the Company and thereafter, Mr. Pittman shall not, without the prior written consent of the Company, for any reason either directly or indirectly divulge to any third-party or use for his own benefit, or for any purpose other than the exclusive benefit of the Company and its Subsidiaries, any confidential, proprietary, business and technical information or trade secrets of the Company or any Affiliate thereof (the "Proprietary Information") revealed, obtained or developed in the course of his current or prior engagement with the Company, any of its Subsidiaries or any predecessor companies thereof. Proprietary Information shall include, but shall not be limited to the following: the intangible personal property; technical information, including research design, results, techniques and processes; computer codes or instructions (including source and object code listings, program logic algorithms, subroutines, modules or other subparts of computer programs and related documentation, including program notation); computer processing systems and techniques; concepts, layouts, flowcharts and specifications; know-how; any associated user or service manuals or other like textual materials (including any other data and materials used in performing the Mr. Pittman's duties); all computer inputs and outputs (regardless of the media on which stored or located); hardware and software configurations, designs, architecture and interfaces; technical management information, including project proposals, research plans, status reports, performance objectives and criteria, and analyses of areas for business development; and business information, including project, financial, accounting and personnel information, business strategies, plans and forecasts, customer lists, customer information and sales and marketing plans, efforts, information and data. In addition, "Proprietary Information" shall include all information and materials received by the Company, any of its Subsidiaries or Mr. Pittman from a third party subject to an obligation of confidentiality and/or non-disclosure. Nothing contained herein shall restrict Mr. Pittman's ability to make such disclosures during the term of his engagement with the Company as may be necessary to the effective and efficient discharge of the duties required by the terms of his engagement or as such disclosures may be required by law or as determined by counsel to the Company. Furthermore, nothing contained herein shall restrict Purchaser from divulging or using for his own benefit or for any other purpose any Proprietary Information that is readily available to the general public so long as such information did not become available to the general public as a direct or indirect result of Purchaser's breach of this Section 15. Failure by any of the Company or its Subsidiaries to mark any of the Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under the terms of this Agreement.

16. Miscellaneous.

16.1 Aggregation of Investor Shares. All Shares held by Capital IV, Capital V or any other Sponsor Investment Vehicle controlled jointly by the two Sponsor Groups and/or their respective Affiliates may be aggregated together for purposes of determining the availability of any rights under this Agreement that are based on the number of Shares held by a Stockholder in such manner as is specified by written notice to the Company by a Requisite Capital IV Majority; provided that, in the absence of such notice, the ability to exercise such rights shall be presumed to be held by Capital IV, Capital V or any such other Sponsor Investment Vehicle in proportion to the respective numbers of Shares it holds. All Shares at any time held by any Sponsor Entity and its Affiliates and Affiliated Funds may be aggregated together for purposes of determining the availability of any rights under this Agreement that are based on the number of Shares held by a Stockholder in such manner as is specified by written notice to the Company by such Sponsor Entity; provided that, in the absence of such notice, the ability to exercise such rights shall be presumed to be held by Sponsor Entities and its Affiliates and Affiliated Funds in proportion to the respective numbers of Shares they hold; and provided further that within any Sponsor Group, the ability to exercise such rights under this Agreement of the members of such Sponsor Group that at any time hold Shares may be allocated among such members in such manner as is determined by the members of such Sponsor Group that then hold at least a majority of the total number of Shares then held by such Sponsor Group, as set forth in a written notice to the Company.

16.2 Lock Up. In connection with each underwritten Public Offering after the Effective Date, Purchaser hereby agrees, at the request of the Company or the managing underwriters of such Public Offering, to be bound by and/or to execute and deliver, a lock-up agreement with the underwriter(s) of such Public Offering restricting Purchaser's right to (a) Transfer, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock or (b) enter into any swap or other arrangement that Transfers to another Person any of the economic consequences of ownership of Common Stock, in each case to the extent that such restrictions are agreed to by a Requisite Capital IV Majority with the underwriter (s) of such Public Offering (any such lock-up agreement, a "Principal Lock-Up Agreement"); provided, however, that Purchaser shall not be required to be bound by or execute and deliver a lock-up agreement covering a period of greater than 90 days (or 180 days in the case of any Public Offering up to and including the Qualified Public Offering) following the effectiveness of the related registration statement for such Public Offering. Notwithstanding the foregoing, no Principal Lock-Up Agreement shall apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions or block purchases after the completion of the applicable Public Offering, (b) Transfers made in accordance with the terms of Section 7.1, (c) conversions of shares of Common Stock into other classes of capital stock or securities without change of holder, or (d) during the period preceding the execution of the underwriting agreement, Transfers to a Charitable Organization made in accordance with the terms of this Agreement.

16.3 Transfers in Violation of Agreement. Any Transfer or attempted Transfer of any Common Shares in violation of any provision of this Agreement shall be void, and the Company shall not record such transfer on its books or treat any purported transferee of such Common Shares as the owner of such Common Shares for any purpose.

16.4 Irrevocability: Binding Effect on Successors and Assigns. The Company and Purchaser hereby acknowledge and agree that, except as provided under applicable federal, state or foreign securities laws, the purchase hereunder is irrevocable, that neither the Company nor Purchaser is entitled to cancel, terminate or revoke this Agreement and that this Agreement shall survive the death or disability of Purchaser and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns. If Purchaser is more than one person, the obligations of Purchaser hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and Purchaser's heirs, executors, administrators, successors, legal representatives, and assigns.

16.5 Survival of Covenants, Representations and Warranties. All covenants, representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby, all as set forth herein or therein.

16.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

16.7 Complete Agreement. This Agreement embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

16.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

16.9 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

16.10 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

16.11 Governing Law. The corporation law of the State of Delaware shall govern all questions concerning the relative rights of the Company and Purchaser. All other

questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits hereto shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

16.12 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

16.13 Remedies. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

16.14 Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company, Purchaser and the Sponsors.

16.15 Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the state in which the Company's chief executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday or holiday.

16.16 Third Party Beneficiary. The Company and Purchaser acknowledge that the Sponsors are express third party beneficiaries under this Agreement and that the Sponsors can enforce the provisions of this Agreement intended for their benefit.

16.17 Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that they are not subject personally to the jurisdiction of the above named courts, that their property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above named courts

nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified on the records of the Company is reasonably calculated to give actual notice.

16.18 Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be reasonably necessary to achieve the purposes of this Agreement.

16.19 Notices. Any notice provided for in this Agreement must be in writing and must be personally delivered, sent by telecopy with original to follow by overnight courier service, by first class mail (postage prepaid and return receipt requested) or reputable overnight courier service (charges prepaid) to the recipient at the addresses indicated below:

Notices to the Company:

c/o Clear Channel Communications, Inc.
200 East Basse
San Antonio, TX 78209
Phone: (210) 822-2828
Facisimile No.: (210) 832-3433
Attn:

Notices to a Sponsor Entity:

c/o Bain Capital Partners, LLC
111 Huntington Avenue
Boston, MA 02199
Phone: (617) 516-2000
Facsimile No.: (617) 516-2010
Attention: Blair Hendrix

c/o Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02110
Phone: (617) 227-1050
Facsimile No.: (617) 227-3514
Attention: Scott M. Sperling
Joshua M. Nelson

Notices to Purchaser:

or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered or, if sent by telecopy the day of receipt, or if mailed, three days after deposit in the U.S. mail (return receipt requested) and one day after deposit with a reputable overnight courier service.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CC MEDIA HOLDINGS, INC.

By: /s/ Robert H. Walls, Jr.
Name: Robert H. Walls, Jr.
Its: Executive Vice President, General Counsel and Secretary

CLEAR CHANNEL CAPITAL IV, LLC (solely for purposes of Sections 7, 8 and 10 hereof)

By: /s/ Blair E. Hendrix
Name: Blair E. Hendrix
Its:

CLEAR CHANNEL CAPITAL V, L.P. (solely for purposes of Sections 7, 8 and 10 hereof)

By: /s/ Blair E. Hendrix
Name: Blair E. Hendrix
Its:

PITTMAN CC LLC

By: /s/ Paul M. McNicol
Name: Paul M. McNicol
Its: Senior Vice President

ROBERT PITTMAN

/s/ Robert Pittman
Robert Pittman

Exhibit A

Eligible Individuals

- Paul M. McNicol
- Steven Cutler
- Mayo S. Stuntz, Jr.

Exhibit B

SPOUSAL CONSENT

The undersigned spouse of Purchaser hereby acknowledges that I have read the foregoing Stock Purchase Agreement executed by Purchaser as of the date hereof and that I understand its contents. I am aware that the foregoing Stock Purchase Agreement provides for the sale or repurchase of my spouse's Common Shares under certain circumstances and/or imposes other restrictions on such securities (including, without limitation, restrictions on transfer). I agree that my spouse's interest in these securities is subject to these restrictions and any interest that I may have in such securities shall be irrevocably bound by these agreements and further, that my community property interest, if any, shall be similarly bound by this Agreement.

Date: _____ _____, 2010

Spouse's Name:_____

Date: _____ _____, 2010

Witness' Name:_____

EXHIBIT 11 – COMPUTATION OF EARNINGS (LOSS) PER SHARE

(In thousands, except per share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
NUMERATOR:				
Loss attributable to the Company – common shares	$ (74,056)	$ (154,685)	$ (259,067)	$ (416,423)
Less: Participating securities dividends	1,132	1,196	2,580	2,589
Less: Income (loss) attributable to the Company – unvested shares	—	—	—	—
Net loss attributable to the Company per common share – basic and diluted	$ (75,188)	$ (155,881)	$ (261,647)	$ (419,012)
DENOMINATOR:				
Weighted average common shares outstanding - basic	82,654	81,619	82,431	81,529
Effect of dilutive securities:				
Stock options and common stock warrants (1)	—	—	—	—
Weighted average common shares outstanding - diluted	82,654	81,619	82,431	81,529
Net loss attributable to the Company per common share:				
Basic	$ (0.91)	$ (1.91)	$ (3.17)	$ (5.14)
Diluted	$ (0.91)	$ (1.91)	$ (3.17)	$ (5.14)

(1) Equity awards of 4.2 million and 6.0 million were outstanding as of September 30, 2011 and 2010, respectively, but were not included in the computation of diluted earnings per share because to do so would have been antidilutive.

We completed a voluntary stock option exchange program on March 21, 2011 and exchanged 2.5 million stock options granted under the 2008 Executive Incentive Plan for 1.3 million replacement stock options with a lower exercise price and different service and performance vesting conditions. We accounted for the exchange program as a modification of the existing awards under ASC 718 and will recognize incremental compensation expense of approximately $1.0 million over the service period of the new awards.

EXHIBIT 31.1 - CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert W. Pittman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CC Media Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 31, 2011

/s/ ROBERT W. PITTMAN
Robert W. Pittman
Chief Executive Officer

EXHIBIT 31.2 - CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Thomas W. Casey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CC Media Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 31, 2011

/s/ THOMAS W. CASEY
Thomas W. Casey
Chief Financial Officer

EXHIBIT 32.1 – CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

This certification is provided pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and accompanies the Quarterly Report on Form 10-Q (the "Form 10-Q") for the quarter ended September 30, 2011 of CC Media Holdings, Inc. (the "Issuer").

The undersigned hereby certifies that the Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: October 31, 2011

By: /s/ ROBERT W. PITTMAN
Name: Robert W. Pittman
Title: Chief Executive Officer

EXHIBIT 32.2 – CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

This certification is provided pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and accompanies the Quarterly Report on Form 10-Q (the "Form 10-Q") for the quarter ended September 30, 2011 of CC Media Holdings, Inc. (the "Issuer").

The undersigned hereby certifies that the Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: October 31, 2011

By: /s/ THOMAS W. CASEY
Name: Thomas W. Casey
Title: Chief Financial Officer