

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Steven M. Gable	07/04/2005
RECEIVING PARTY DATA	
Name:	Clear Channel Management Services, Inc.
Street Address:	200 East Basse Road
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12318778
CORRESPONDENCE DATA	
Fax Number:	(512)519-7789
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	edmarshall@marshalliplaw.com
Correspondent Name:	Edward J. Marshall, Attorney at Law PLLC
Address Line 1:	8705 Shoal Creek Blvd, Suite 202
Address Line 4:	Austin, TEXAS 78757
ATTORNEY DOCKET NUMBER:	000416.000050
NAME OF SUBMITTER:	Edward J. Marshall
Total Attachments: 12 source=Gable#page1.tif source=Gable#page2.tif source=Gable#page3.tif source=Gable#page4.tif source=Gable#page5.tif source=Gable#page6.tif	

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7-8-05

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this 1st day of June, 2005 (the "Effective Date") between Clear Channel Broadcasting, Inc. (the "Company") and Steve Gable (the "Employee").

1. TERM OF EMPLOYMENT.

Company hereby agrees to employ Employee, and Employee hereby agrees to be employed by 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, 2007 (the "Employment Period" or "Term of Employment"). However, the Employment Period shall be automatically extended from year to year unless either Company or Employee gives written notice of non-renewal by October 1, 2007 or annually on each October 1st, that the Term of Employment shall not be extended. The term "Employment Period" or "Term of Employment" shall refer to the Employment Period if and as so 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 18.

2. TITLE AND DUTIES.

(a) **Duties.** Employee's title is Vice President - Technology. Employee will perform job duties that are usual and customary for this position, and will perform such additional services and duties that Company may from time to time designate that are consistent with the usual and customary duties of this position. Employee will devote his or her full working time and efforts to the business and affairs of Company; provided, however that Employee may engage in other activities, such as charitable, educational, religious and similar types of activities to the extent that such activities do not prohibit or prevent the performance of Employee's duties under this Agreement or conflict in any material way with the business of Company.

(b) **Exclusive Services.** During employment with the Company, Employee shall not be employed elsewhere and, except as set forth in the preceding clause (a) of this Section 2, shall not render any services to any other person or business, or acquire any interest of any type in any other business which is in competition with Company, provided, however, that the foregoing shall not be deemed to prohibit Employee from acquiring, solely as an investment, (i) up to 10% of any securities of a partnership, trust, corporation or other entity so long as Employee remains a passive investor in such entity and such entity is not, directly or indirectly, in competition with Company or (ii) up to 5.0% of the outstanding equity interests of any publicly held company.

Initials:

Company: 

Employee: SMG

3. COMPENSATION AND BENEFITS

(a) **Base Salary.** Company will pay the Employee an annual base salary of _____
The annual base salary _____
_____ars

0). The

_____y and effective January 1 of each
year of the Term of this Agreement.

(b) **Vacation.** Employee shall be eligible for vacation days annually, subject to applicable provisions of the Employee Guide.

(c) **Performance Bonus.** During the Term of Employment, beginning with the calendar year 2005, Employee shall be eligible for an Annual Bonus based on criteria to be established by the Company and pursuant to the Radio Bonus plan, as approved in the annual budget. Bonus criteria will be based on the financial and operational performance of the Company, as well as individual goals and objectives established for the Employee. The criteria will include consideration for Employee's position and duties. The criteria are subject to changes by the Company. Bonuses earned for any calendar year will be paid no later than February 28th of the following year.

(d) **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, sick leave and other employee welfare benefit plans in which other similarly situated employees of the Company may participate as stated in the Clear Channel Employee Guide. Employee acknowledges receipt of the Employee Guide (which is available on the CCRC) and agrees to review and abide by its terms.

(e) **Expenses.** The Company will reimburse the Employee for all travel and entertainment expenses, consistent with past business practices, incurred in connection with the Employee's responsibilities upon submission of proper vouchers in accordance with the Company's expense reimbursement policy.

(f) **Stock Options or Other Form of Additional Compensation.** Employee shall be eligible to receive Stock Options or an alternative form of additional compensation, subject to performance criteria, input from the Employee's SVP and/or CEO, and approval from the CCU Board of Directors. In the Company's sole discretion, the Company may at any time (1) alter, suspend or discontinue its stock option grant program or (2) replace the program with an alternative form or method of compensation.

Initials:

Company: ✓

Employee: SM6

(g) **Consideration.** As consideration for entering into this Agreement, Company shall pay a one-time lump sum cash Signing Bonus of _____ less ordinary payroll, taxes and other deductions, within two weeks from the signing of this Agreement.

4. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

During the course of employment with the Company, the Company has and will provide the Employee with access to certain confidential information, trade secrets, and other matters which are of a confidential or proprietary nature, including but not limited to the Company's operational, programming, training/employee development, engineering, and sales information, customer lists, business and employment contracts, representation agreements, pricing and ratings information, production and cost data, compensation and fee information, strategic business plans, budgets, financial statements, and other information the Company treats as confidential or proprietary (collectively the "Confidential Information"). The Company provides on an ongoing basis such Confidential Information as the Company deems necessary or desirable to aid the Employee in the performance of his or her duties. The Employee acknowledges that such Confidential Information is confidential and proprietary, and agrees not to disclose such Confidential Information to anyone outside the Company except to the extent that (i) the Employee deems such disclosure or use reasonably necessary or appropriate in connection with performing his or her duties on behalf of the Company; (ii) the Employee is required by order of a court of competent jurisdiction (by subpoena or similar process) to disclose or discuss any Confidential Information, provided that in such case, the Employee shall promptly inform the Company of such event, shall cooperate with the Company in attempting to obtain a protective order or to otherwise restrict such disclosure, and shall only disclose Confidential Information to the minimum extent necessary to comply with any such court order; or (iii) such Confidential Information becomes generally known to and available for use in the industries in which the Company does business, other than as a result of any action or inaction by the Employee. The Employee further agrees that he or she will not during employment and/or at any time thereafter use such Confidential Information in competing, directly or indirectly, with the Company. At such time as the Employee shall cease to be employed by the Company, he or she will immediately turn over to the Company all Confidential Information, including papers, documents, writings, electronically stored information, other property, and all copies of them, provided to or created by him or her during the course of his or her employment with the Company. This nondisclosure covenant is binding on the Employee, as well as his or her heirs, successors, and legal representatives, and will survive the termination or expiration of this Agreement for any reason.

5. NONHIRE OF COMPANY EMPLOYEES.

To further preserve Company's Confidential Information, and for the consideration promised by the Company under this Agreement, during the term of the Employee's employment with the Company and for a period of one hundred twenty (120) days after employment ends, the Employee will not, directly or indirectly, (i) hire any current radio employee of the Company, or any subsidiary or affiliate of the Company (including, without limitation, any employee of the Company within the 6-month period preceding the Employee's last day of employment with the

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Initials:

Company: 

Employee: SMG

Company or within the 120-day period of this covenant); (ii) solicit or encourage any such radio employee to terminate their employment with the Company, or any subsidiary or affiliate of the Company; or (iii) solicit or encourage any such employee to accept employment with Employee or with any business, operation, corporation, partnership, association, agency, or other person or entity with which the Employee may be associated.

6. LIMITED NON-COMPETITION AGREEMENT.

To further preserve the Company's Confidential Information and for the consideration promised by the Company under this Agreement, Employee agrees to a limited non-competition agreement. Specifically, during the Employee's employment with the Company and for a period of one hundred twenty (120) days after employment ends, the Employee will not, directly or indirectly, as an owner, director, principal, agent, officer, employee, partner, consultant, servant, or otherwise, carry on, operate, manage, control, or become involved in any manner with any business, operation, corporation, partnership, association, agency, or other person or entity which is in the radio business, in any location within the same markets for which Employee has responsibilities and duties under this Agreement or within a 50-mile radius of such markets. The foregoing shall not prohibit the Employee from owning up to 5.0% of the outstanding stock of any publicly held company. Notwithstanding the foregoing, after the Employee's employment with the Company has terminated, upon receiving written permission by the CEO, the Employee shall be permitted to engage in such competing activities that would otherwise be prohibited by this covenant if such activities are determined in the sole discretion of the CEO in good faith to be immaterial to the operations of the Company, or any subsidiary or affiliate of the Company, in the location in question.

7. TERMINATION.

The Employee's employment with the Company may be terminated only by mutual agreement of the parties or under the following circumstances:

(a) **Death.** The Employee's employment with the Company shall terminate upon his or her death. (The date of death shall be Employee's termination date).

(b) **Disability.** The Company may terminate employment if, as a result of the Employee's incapacity due to physical or mental illness, the Employee is unable to perform the essential functions of his or her employment position on a full-time basis for more than 180 days in any 12 month period, as determined by the Company, subject to applicable law.

(c) **Termination By The Company.** The Company may also terminate employment with or without Cause. "Cause" means one of the following: (i) a material act of willful misconduct in connection with the performance of his or her duties, including, without limitation, violation of the Company's policy on sexual harassment, misappropriation of, or material misrepresentation regarding, funds or property of the Company or any of its affiliates other than the occasional, customary and de minimis use of Company property for personal purposes, as determined in the sole discretion of the Company; (ii) non-performance of his or her duties (other than by reason of the Employee's physical or mental illness, incapacity or

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Initials:

Company: 

Employee: SMG

disability) where such non-performance has continued for more than 10 days following written notice; (iii) refusal or failure to follow lawful directives where such refusal or failure has continued for more than 10 days following written notice; (iv) a felony criminal conviction, a plea of nolo contendere by the Employee, or other conduct by the Employee that has resulted in, or would result in, if he or she were retained in his or her position with the Company, material injury to the reputation of the Company, including, without limitation, conviction of fraud, theft, embezzlement, or a crime involving moral turpitude; (v) a material breach by the Employee of any of the provisions of this Agreement; (vi) a significant violation by the Employee of the Company's programming policies and directives; or (vii) a breach of the confidentiality representation and warranty stated in Section 16 (i.e., the terms of this Agreement shall remain confidential). If Company elects to terminate for Cause under (c)(v) or (c)(vi), Employee shall have five (5) days after the written notice within which to cure, except where such cause, by its nature, is not curable or the termination is based upon a recurrence of an act previously cured by Employee.

(d) **Termination By The Employee For Good Cause.** Employee may terminate this Agreement at any time for "Good Cause," which is defined as one of the following: (i) a repeated failure of the 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 unusual change in Employee's position, duties, responsibilities, or authority without an offer of additional reasonable compensation as determined by Company in light of compensation levels for similarly situated employees; or (iii) a substantial and unusual reduction in Employee's duties, responsibilities or authority.

8. COMPENSATION UPON TERMINATION.

(a) **Death.** If employment terminates by reason of death, the Company will, within 30 days, pay in a lump sum amount to 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, the Employee's accrued and unpaid base salary and bonus, if any, through the date of termination and 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).

(b) **Disability.** If employment terminates by reason of his or her disability, the Company shall, within 30 days after such termination, pay in a lump sum amount to the Employee his or her accrued and unpaid base salary and bonus, if any, through the date of termination and any payments to which he or she may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies).

(c) **Termination By The Company For Cause:** If employment is terminated by the Company for Cause, the Company will, within 30 days, pay in a lump sum amount to the Employee his or her accrued and unpaid base salary and any payments to which he or she may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies).

Initials:

Company: Y

Employee: SM

(d) **Termination With Severance.**

(1) Termination By Company Without Cause/Termination By Employee for Good Cause - Severance and Non-Compete: If employment is terminated by the Company without Cause and other than by reason of death or disability, or if this Agreement is terminated by Employee for Good Cause under Section 7(d), the Company will, within 30 days, pay in a lump sum amount to the Employee his or her accrued and unpaid base salary through the date of termination and any payments to which he or she may be entitled under any applicable employee benefit plan (according to the terms of such plans and policies). In addition, if the Employee signs a general release of claims in a form and manner satisfactory to the Company, the Company will, within 45 days, pay to the Employee, in periodic payments in accordance with ordinary payroll practices and deductions, the greater of (1) the amount equal to Employee's salary for four months; or (2) the amount equal to Employee's salary for the entire duration of the Employment Period as defined in Section 1 (the "Severance Payments"). Notwithstanding the 120-day period of time noted in Section 6, the non-competition agreement in Section 7 shall apply during the entire period of the severance payout.

(2) Expiration/Non-Renewal - Severance and Non-Compete: If this employment ends because Company gives notice of non-renewal under Section 1, and if Employee signs a general release of claims in a form and manner satisfactory to the Company, the Company will, within 45 days, pay severance to Employee, in periodic payments in accordance with ordinary payroll practices and deductions, an amount equal to Employee's salary for four months. Notwithstanding the 120-day period of time noted in Section 6, the non-competition agreement shall apply during the entire period of the severance payout.

(3) Pro Rata Bonus - If the Company terminates employment without cause, or if Employee terminates for Good Cause, Employee shall be eligible for a pro-rata bonus as follows: If Employee has been employed full-time between January 1 and August 31, and if Employee's last day of full-time employment is between September 1 and December 31, Employee will receive a pro-rata portion of the Performance Bonus as outlined in Section 3(c) *only if such bonus would have otherwise been earned by Employee as of the end of the calendar year, if his or her full time employment had not ended on or after September 1.* Calculation and payment of the bonus, if any, will be in accordance with the terms outlined in Section 3(c), on a calendar year basis.

(4) Re-hire by Company During Severance Payment Period: If Employee is rehired by the Company during any severance payout period, the severance payments shall cease. However, if Employee's new annualized base salary is less than his or her previous annualized base salary, Company agrees to continue to pay to Employee the difference between Employee's previous annualized base salary and Employee's new annualized base salary for the remainder of the severance payout period.

(5) Non-compete: Employee acknowledges that he or she may not opt out of or shorten the non-competition agreement by declining the severance offered in this section. In

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Initials:

Company: 

Employee: SMG

any event, Company's confidential information shall be protected by a non-competition period of at least 120 days after employment ends, pursuant to the terms of Section 6.

(e) **Effect Of Compliance With Compensation Upon Termination Provisions.** Upon complying with Subparagraphs 8(a) through 8(d) above, as applicable, the Company will have no further obligations to the Employee except as otherwise expressly provided under this Agreement or under the terms of any employee benefit plan or stock option plan of the Company.

9. PAYOLA, PLUGOLA, RATINGS DISTORTION AND CONFLICTS OF INTEREST

(a) Employee acknowledges familiarity with Sections 317, 507, and 508 of the Communications Act of 1934, as amended ("Communications Act"), and the personal responsibilities and liabilities of Employee created thereby. Employee warrants that neither Employee, nor to the best of Employee's knowledge any other person or entity acting on behalf of Employee, has violated any of the provisions of the Communications Act. Employee further warrants that Employee will fully comply with the Communications Act in the future. Employee shall execute from time to time, at the request of Company, a formal statement certifying that he or she has not violated those provisions. Employee also shall notify Company immediately in writing if there is any attempt to induce Employee to violate any provisions of this Agreement or rules, regulations or policies of the FCC.

(b) Employee will not accept or receive, either directly or indirectly, money or any other valuable consideration, (other than Employee's compensation paid directly through the Company's payroll department) in connection with or related to Employee's participation, directly or indirectly, in program material broadcast by any station owned or operated by Company, its parent, or any affiliated company, or for playing certain records or broadcasting any matter. Employee will report to the CEO of Radio immediately and in full detail, in writing, the receipt of any such payment or thing of value or any approaches or overtures made to the Employee by anyone not employed by Company to insert, use or otherwise include mention of any product or to use any musical numbers or other matter in the programming of any station owned or operated by Company, its parent or any affiliated company.

(c) Employee represents and warrants that neither Employee nor any member of Employee's immediate family has any interest, either directly or indirectly, in any record company, retail store, music or video publishing company, internet or new technology interests, concert promotion company, professional singers or musicians. Should Employee acquire or divest any such interest or connection during the Term of Employment, such acquisitions or divestiture shall be promptly reported to Company in writing.

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Initials:

Company: 

Employee: SMG

10. PARTIES BENEFITED; ASSIGNMENTS.

This Agreement shall be binding upon the Employee, his or her heirs and his or her 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.

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict provisions or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas and the Employee hereby expressly consents to the personal jurisdiction of the state and federal courts located in the State of Texas for any lawsuit arising from or relating to this Agreement.

12. DEFINITION OF COMPANY.

As used in this Agreement, the term "Company" shall include Clear Channel Broadcasting, Inc., and any of its past, present and future divisions, operating companies, subsidiaries and affiliates.

13. LITIGATION AND REGULATORY COOPERATION.

During and after the Employee's employment, the Employee shall reasonably cooperate with the Company 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 which relate to events or occurrences that transpired while the Employee was employed by the Company. 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 at the request of the Company at a limited number of mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Company 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. The Company will pay the Employee on an hourly basis (to be derived from his or her base salary as of Employee's last day of employment) for requested litigation and regulatory cooperation that occurs after the end of employment, and reimburse the Employee for all reasonable costs and expenses incurred in connection with his or her performance under this paragraph, including, but not limited to, travel expenses, reasonable attorneys' fees and costs.

Initials:

Company: 

Employee: SMG

14. INDEMNIFICATION AND INSURANCE; LEGAL EXPENSES.

The Company shall defend and indemnify the Employee to the fullest extent permitted by law in effect at the time of the subject act or omission, for acts committed in the course and scope of employment, 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 similarly situated employees to cover costs, charges and expenses incurred or sustained by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been an employee of the Company.

15. ARBITRATION.

The parties agree that any dispute, controversy or claim, whether based on contract, tort, statute, discrimination, retaliation, or otherwise, relating to, arising from or connected in any manner to this Agreement, or to the alleged breach of this Agreement, or arising out of or relating to Employee's employment or termination of employment, shall, upon timely written request of either party be submitted to and resolved by binding arbitration. The arbitration shall be conducted in the market in which Employee works. The arbitration shall proceed in accordance with the National Rules for Resolution of Employment Disputes of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose, unless other rules are agreed upon by the parties. Unless otherwise agreed to by the parties in writing, the arbitration shall be conducted by one arbitrator who is a member of the AAA and who is selected pursuant to the methods set out in the National Rules for Resolution of Employment Disputes of the AAA. Any claims received after the applicable/relevant statute of limitations period has passed shall be deemed null and void. The award of the arbitrator shall be a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, to enforce an arbitration award, and to vacate an arbitration award. However, in actions seeking to vacate an award, the standard of review to be applied by said court to the arbitrator's findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury. The Company will pay the actual AAA costs of arbitration excluding attorney's fees. Each party will pay its own attorneys fees and other costs incurred by their respective attorneys.

16. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE.

The Employee represents and warrants to the Company that all terms and conditions of this Agreement shall be kept strictly confidential, except as may be disclosed to Employee's spouse, accountants or attorneys. The Employee represents and warrants to the Company that he or she is under no contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of his or her duties hereunder or the other rights of Company hereunder. The Employee also represents and warrants to the Company that he or she is under no physical or mental disability that would hinder the performance of his or her duties under this Agreement.

Initials:

Company: JP

Employee: SMG

17. 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. 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. Company and Employee agree that the restrictions contained in Section 5 and 6 are reasonable in scope and duration and are necessary to protect Company's Confidential Information. If any restrictive covenant is held to be unenforceable because of the scope, duration or geographic area, the parties agree that the court or arbitrator shall have the power to reduce the scope and/or duration and/or geographic area of such provisions, and in its reduced form, such provision shall then be enforceable. Should Employee violate the provisions of Sections 5 and 6, then in addition to all other rights and remedies available to Company at law or in equity, the duration of these covenants shall automatically be extended for the period of time which Employee began such violation until he or she permanently ceases such violation. 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.

[SIGNATURE PAGE FOLLOWS]

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Initials:

Company: 

Employee: SMG

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

DATE: 7/4/05

Steve Gable
Steve Gable
Vice President - Technology

CLEAR CHANNEL BROADCASTING, INC.

DATE: 7/5/05

By: Jerome L. Kersting
Name: Jerome L. Kersting
Title: EVP/Chief Financial Officer

Initials:

Company: ✓

Employee: SMG

[ON LETTERHEAD]

December 6, 2007

Steve Gable
618 Walder Trail
San Antonio, Texas 78258

RE: Employment Agreement Extension

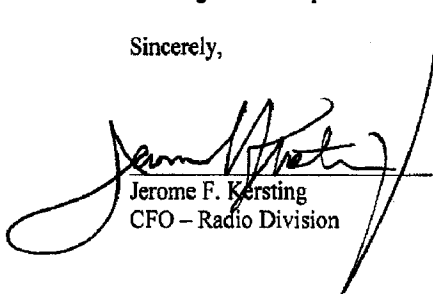
Dear Steve:

Pursuant to written confirmation sent to you on September 27, 2007, your Employment Agreement ("Agreement") with Clear Channel Broadcasting, Inc. ("Company") has been extended in accordance with its terms.

As a result, the Agreement, which was effective from June 1, 2005 to December 31, 2007, has been extended for one (1) additional year, until December 31, 2008. All terms and conditions of your Agreement remain the same and continue in full force and effect. Your annualized base salary effective January 1, 2008 will be \$

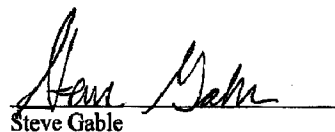
Thank you for your commitment, and I look forward to a continued positive working relationship!

Sincerely,



Jerome F. Kersting
CFO - Radio Division

RECEIPT ACKNOWLEDGED:



Steve Gable

DATE: 12/6/2007