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## Application Search Details

**File Number:** BTCCT-20061212CEO  
**Call Sign:** WKRC-TV  
**Facility Id:** 11289  
**FRN:** 0003017423  
**Applicant Name:** CITICASTERS CO.  
**Frequency:** 204  
**Channel:** 12  
**Community of License:** CINCINNATI, OH  
**Application Type:** TRANSFER OF CONTROL  
**Status:** ACCEPTED FOR FILING  
**Consummation Date:**  
**Status Date:** 12/15/2006  
**Expiration Date:**  
**Tolling Code:**

Federal Communications Commission  
Office of the Secretary

JUN - 8 2007

FILED/ACCEPTED

06-226

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1

**Application Service:** TV  
**Disposed Date:**  
**Accepted Date:** 12/15/2006  
**Amendment Received Date:** 06/08/2007  
**Last Public Notice:**  
**Last Report Number:**  
**Authorization** Authorization not available  
**Legal Actions** [View Legal Actions](#)  
**Positional Interest Info** [View Positional Interest Info](#)  
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Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB FOR FCC USE ONLY  
3060-0032 (September 2004)

**FCC 315**

**APPLICATION FOR CONSENT TO TRANSFER CONTROL OF ENTITY HOLDING BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE**

FOR COMMISSION USE ONLY  
FILE NO.  
BTCCT - 20061212CEO

Read INSTRUCTIONS Before Filling Out Form

**Section I - General Information**

1. Legal Name of the Licensee/Permittee  
CITICASTERS CO.

Mailing Address  
P.O. BOX 470408

City State or Country (if foreign address) Zip Code  
TULSA OK 74147 -

Telephone Number E-Mail Address (if available)  
(include area code)  
9183885220

FCC Registration Number: Call Sign Facility ID Number  
0003017423 WKRC-TV 11289

2. Contact Representative (if other than licensee/permittee)  
DORANN BUNKIN

Firm or Company Name  
WILEY REIN LLP

Mailing Address  
1776 K STREET, NW

City State or Country (if foreign address) ZIP Code  
WASHINGTON DC 20006 -

Telephone Number E-Mail Address (if available)  
(include area code)  
2027197231 DBUNKIN@WILEYREIN.COM

3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):

Governmental Entity  Noncommercial Educational Licensee/Permittee  Other

N/A (Fee Required)

4. **Purpose of Application:**

- Transfer of control of licensee
- Transfer of control of permitte
- Amendment to pending application

File number of pending application: -

If an amendment, **submit as an Exhibit** a listing by Section and Question Number of the portions of the pending application that are being revised.

[Exhibit 1]

5. Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?

Yes  No

If yes, list pertinent authorizations in an Exhibit.

[Exhibit 2]

6. a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?

Yes  No

b. If yes to 6(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system? If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).

Yes  No

[Exhibit 3]

**Section II - Transferor(s)**

1. **Certification.** Transferor(s) certify that it (they) have answered each question in this application based on its (their) review of the application instructions and worksheets. Transferor(s) further certify that where it (they) have made an affirmative certification below, this certification constitutes its (their) representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.

Yes  No

2. Legal Name of the Transferor

SHAREHOLDERS OF CLEAR CHANNEL COMMUNICATIONS, INC.

Mailing Address  
200 EAST BASSE ROAD

City State or Country (if foreign address) Zip Code  
SAN ANTONIO TX 78209 -

Telephone Number E-Mail Address (if available)  
(include area code)  
2108222828

3. Contact Representative (if other than transferor) Firm or Company Name  
DORANN BUNKIN WILEY REIN LLP

Mailing Address  
1776 K STREET, NW

City State or Country (if foreign address) Zip Code  
WASHINGTON DC 20006 -

Telephone Number (include area code) E-Mail Address (if available)  
2027197231 DBUNKIN@WILEYREIN.COM

If more than one transferor, submit the information requested in [Exhibit 4]  
questions 2 and 3 for each transferor.

4. Changes in interests as a result of transfer.

[Enter Changes in Interests Information]

or [Exhibit 5]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing  
ANDREW W. LEVIN

Typed or Printed Title of Person Signing  
CHIEF LEGAL OFFICER

Signature

Date  
06/08/2007

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Section III - Licensee/Permittee**

1. **Certification.** Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.
2. **Authorizations to be Assigned.** List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Yes  No

[Enter Station Information]

List the authorized stations and construction permits to be transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
11289	WKRC-TV	-	CINCINNATI	OH

3. **Agreements to Transfer Control of Station.** Licensee/permittee certifies that:
  - a. it has placed in its public inspection file(s) and submitted an exhibit to this item copies of all agreements to transfer control of the station(s);
  - b. these documents embody the complete and final understanding between transferor(s) and transferee(s); and
  - c. these agreements comply fully with the Commission's rules and policies.

Yes  No

See Explanation  
in  
[Exhibit 6]

**Exhibit Required**

4. **Other Authorizations.** List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.

N/A

[Exhibit 7]

5. **Character Issues.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with:

Yes  No

See Explanation in [Exhibit 8]

a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or

b. any pending broadcast application in which character issues have been raised.

6. **Adverse Findings.** Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

Yes  No

See Explanation in [Exhibit 9]

7. **Local Public Notice.** Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.

Yes  No

8. **Auction Authorization.** Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.

Yes  No  
 N/A

See Explanation in [Exhibit 10]

9. **Anti-Drug Abuse Act Certification.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

Yes  No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing  
ANDREW W. LEVIN

Typed or Printed Title of Person Signing  
CHIEF LEGAL OFFICER

Signature

Date

06/08/2007

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Section IV - Transferee(s)

1. Certification. Transferee(s) certify that it (they) have answered each question in this application based on its (their) review of the application instructions and worksheets. Transferee(s) further certify that where it (they) have made an affirmative certification below, this certification constitutes its (their) representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets. Yes No

2. Legal Name of the Transferee(s) STOCKHOLDERS OF BT TRIPLE CROWN MERGER CO., INC.

Mailing Address

THOMAS H. LEE EQUITY FUND VI, L.P. 100 FEDERAL STREET, 35TH FLOOR

City State or Country (if foreign address) Zip Code BOSTON MA 02110 -

Telephone Number E-Mail Address (if available) (include area code) 6172271050

3. Contact Representative (if other than transferee) Firm or Company Name JOHN S. LOGAN, ESQ. DOW LOHNES PLLC

Mailing Address

1200 NEW HAMPSHIRE AVENUE, NW SUITE 800

City State or Country (if foreign address) Zip Code WASHINGTON DC 20036 -

Telephone Number (include area code) E-Mail Address (if available) 2027762000 JLOGAN@DOWLOHNES.COM

If more than one transferee, submit the information requested in [Exhibit 11]



N/A

See Explanation  
in  
[Exhibit 15]

7. **Other Authorizations.** List call signs, locations, and facility identifiers of all other broadcast stations in which transferee or any party to the application has an attributable interest.

N/A

[Exhibit 16]

8. **Multiple Ownership.**

a. Is the transferee or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement for the subject station(s) or any other stations in the same market as the station(s) subject to this application?

Yes  No

[Exhibit 17]

If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.

b. Transferee certifies that the proposed transfer complies with the Commission's multiple ownership rules and cross-ownership rules.

Yes  No

[Exhibit 18]

Radio Applicants Only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).

All Applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.

c. Transferee certifies that the proposed transfer:  
1. does not present an issue under the Commission's policies relating to media interests of immediate family members;  
2. complies with the Commission's policies relating to future ownership interests; and  
3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.

Yes  No

See Explanation  
in

[Exhibit 19]

9. **Character Issues.** Transferee certifies that neither transferee nor any party to the application has or has had any interest in, or connection with:

Yes  No

See Explanation

- a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or
- b. any pending broadcast application in which character issues have been raised.

in  
[Exhibit 20]

10. **Adverse Findings.** Transferee certifies that, with respect to the transferee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

Yes  No

See Explanation  
in  
[Exhibit 21]

11. **Alien Ownership and Control.** Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.

Yes  No

See Explanation  
in  
[Exhibit 22]

12. **Financial Qualifications.** Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.

Yes  No

See Explanation  
in  
[Exhibit 23]

13. **Program Service Certification.** Transferee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.

Yes  No

14. **Auction Authorization.** Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.

Yes  No

N/A

See Explanation  
in  
[Exhibit 24]

15. **Anti-Drug Abuse Act Certification.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

Yes  No

16. **EEO.** Does the applicant propose to employ five or more full-time employees?  Yes  No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report ( FCC Form 396-A)

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing  
SCOTT SPERLING

Typed or Printed Title of Person Signing  
CO-PRESIDENT, SEE EXHIBIT 14

Signature

Date  
06/08/2007

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Exhibits**

**Exhibit 1**

**Description:** PURPOSE OF APPLICATION

TRANSFEROR'S SECTION III, ITEM 3, EXHIBIT 6 IS BEING AMENDED TO INCLUDE THE FIRST AND SECOND AMENDMENTS TO THE AGREEMENT AND PLAN OF MERGER, AS WELL AS A VOTING AGREEMENT DATED MAY 26, 2007. ADDITIONALLY, TRANSFEREE'S SECTION IV, ITEM 6, EXHIBIT 14 IS BEING AMENDED TO REFLECT A REVISION TO THE PROPOSED POST-CONSUMMATION OWNERSHIP STRUCTURE, AND ITEM 7, EXHIBIT 16 IS BEING AMENDED TO NOTE THE GRANT OF THE TRANSFER OF CONTROL OF UNIVISION COMMUNICATONS, INC.

**Attachment 1**

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**Attachment 5****Description**Description of Transaction

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**Exhibit 6****Description: AGREEMENT TO TRANSFER CONTROL OF STATIONS**

A COPY OF THE AGREEMENT AND PLAN OF MERGER DATED AS OF NOVEMBER 16, 2006, BY AND BETWEEN BT TRIPLE CROWN MERGER CO., INC., B TRIPLE CROWN FINCO, LLC, T TRIPLE CROWN FINCO, LLC AND CLEAR CHANNEL COMMUNICATIONS, INC. (THE 'AGREEMENT') IN CONNECTION WITH THE PROPOSED TRANSFER IS ATTACHED HERETO. THE SECTIONS OF THE COMPANY DISCLOSURE SCHEDULES AND THE MERGERCO DISCLOSURE SCHEDULES TO THE AGREEMENT ARE NOT INCLUDED IN THIS EXHIBIT. THESE SECTIONS ARE AS FOLLOWS:

## COMPANY DISCLOSURE SCHEDULES

## SECTION 3.03(A) STOCK OPTIONS AND OTHER AWARDS

## SECTION 4.01 MATERIAL SUBSIDIARIES

## SECTION 4.01 ARTICLES OF INCORPORATION AND BYLAWS

## SECTION 4.03 CAPITALIZATION

## SECTION 4.05 NO CONFLICTS; REQUIRED FILINGS AND CONSENTS

## SECTION 4.06(B) PERMITS AND LICENSES; COMPLIANCE WITH LAWS

## SECTION 4.11 TAXES

## SECTION 4.14 EMPLOYEE BENEFITS AND LABOR MATTERS

## SECTION 5.07(C) EXCLUDED PARTIES

## SECTION 6.01(I) PERMITTED DIVESTITURES

## SECTION 6.01(J) TAX SETTLEMENTS

SECTION 6.01(L) COMPENSATION

SECTION 6.01(M) CAPITAL EXPENDITURES

SECTION 6.01(N) INVESTMENTS

SECTION 6.05(D) PENDING RENEWAL APPLICATIONS

SECTION 6.11(B) SEVERANCE BENEFITS

SCHEDULE A KNOWLEDGE PERSONS

MERGERCO DISCLOSURE SCHEDULES

SECTION 3.08 ROLLOVER SHARES

SECTION 5.05 FCC MATTERS

SECTION 5.07(A) AVAILABLE FUNDS

SECTION 5.09 CAPITALIZATION OF MERGERCO

SECTION 6.14 ACTIONS WITH RESPECT TO EXISTING DEBT

EXHIBIT A DEBT COMMITMENT LETTERS

EXHIBIT B EQUITY COMMITMENT LETTERS

ADDITIONALLY, THE LIMITED GUARANTEE, DATED AS OF NOVEMBER 16, 2006, BY THOMAS H. LEE EQUITY FUND VI, L.P. IN FAVOR OF CLEAR CHANNEL COMMUNICATIONS, INC., A TEXAS CORPORATION AND THE LIMITED GUARANTEE, DATED AS OF NOVEMBER 16, 2006, BY BAIN CAPITAL FUND IX, L.P. IN FAVOR OF CLEAR CHANNEL COMMUNICATIONS, INC., A TEXAS CORPORATION (COLLECTIVELY, "THE LIMITED GUARANTEES") HAVE BEEN EXCLUDED. THE SECTIONS LISTED ABOVE, AS WELL AS THE LIMITED GUARANTEES, CONTAIN PROPRIETARY INFORMATION, ARE NOT GERMANE TO THE COMMISSION'S CONSIDERATION OF THIS APPLICATION, OR ARE DUPLICATIVE OF INFORMATION ALREADY INCLUDED IN THE APPLICATION OR IN THE POSSESSION OF THE COMMISSION. SEE LUJ, INC. AND LONG NINE, INC., 17 FCC RCD 16980 (2002). THESE DOCUMENTS WILL BE PROVIDED TO THE COMMISSION UPON REQUEST, SUBJECT TO THE RIGHT OF THE APPLICANTS TO ASK THAT THE MATERIAL SUBMITTED BE HELD IN CONFIDENCE AND NOT BE MADE AVAILABLE FOR PUBLIC INSPECTION PURSUANT TO APPLICABLE RULES AND POLICIES OF THE FCC THAT RESTRICT

**Attachment 6**

**Description**

Agreement and Plan of Merger

Second Amendment to Agreement and Plan of Merger

First Amendment to Agreement and Plan of Merger

Voting Agreement

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**Exhibit 7**

**Description:** OTHER BROADCAST INTERESTS

PLEASE SEE ATTACHMENT.

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**Attachment 7**

**Description**

Other Broadcast Interests

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**Exhibit 8**

**Description:** CHARACTER STATEMENT

CHARACTER-RELATED ALLEGATIONS HAVE BEEN RAISED AGAINST LICENSEES UNDER COMMON OWNERSHIP WITH THE APPLICANT IN THE FOLLOWING THREE PENDING PROCEEDINGS.

(1) IN ITS 'CONSOLIDATED REPLY TO RESPONSES TO APRIL 23, 2004 FCC LETTER OF INQUIRY' REGARDING THE ASSIGNMENT OF LICENSE OF WQYZ(FM), OCEAN SPRINGS, MISSISSIPPI, FROM GOLDEN GULF COAST BROADCASTING, INC. TO CAPSTAR TX LIMITED PARTNERSHIP, FCC FILE NO. BALH-20031125ALX, WJZD, INC. ALLEGED THAT THE PARTIES TO THE ASSIGNMENT LACKED CANDOR IN THEIR RESPONSE TO AN FCC INQUIRY. THE COMMISSION DENIED WJZD, INC.'S PETITION TO DENY AND GRANTED THE UNDERLYING ASSIGNMENT APPLICATION. ON JUNE 27, 2005, WJZD, INC. FILED A PETITION FOR RECONSIDERATION OF THE AGENCY'S DECISION. AN OPPOSITION AND A REPLY THERETO WERE FILED ON JULY 12, 2005 AND JULY 22, 2005, RESPECTIVELY.

(2) MONTECITO FM, INC., IN ITS 'PETITION FOR RECONSIDERATION OF THE

GRANT OF CITICASTERS LICENSES, L.P. MINOR CHANGE APPLICATION FOR KSBL, CARPINTERIA, CALIFORNIA' AND IN ITS REPLY REGARDING A CONSTRUCTION PERMIT APPLICATION FOR A MINOR CHANGE IN THE AUTHORIZATION FOR KSBL(FM), FCC FILE NO. BPH-20041116ADR, ALLEGES THAT CITICASTERS LICENSES, L.P. MISREPRESENTED THE NUMBER OF ATTRIBUTABLE STATIONS IN THE SUBJECT RADIO MARKET AND WAS MISLEADING REGARDING CITY GRADE AND LINE OF SIGHT COVERAGE.

(3) THE YOUTH MEDIA COUNCIL AND MEDIA ALLIANCE, IN THEIR 'PETITION TO DENY RENEWAL' OF KSJO-FM, SAN JOSE, CALIFORNIA, FCC FILE NO. BRH-20050728ADU, AND IN THEIR 'REPLY IN SUPPORT OF PETITION TO DENY RENEWAL,' ALLEGE THAT CITICASTERS LICENSES, L.P. COMMITTED MISREPRESENTATION IN ITS RESPONSE TO SECTION II, QUESTION 4 OF ITS INITIAL LICENSE RENEWAL APPLICATION REGARDING THE EXISTENCE OF FCC VIOLATIONS DURING THE PRECEDING LICENSE TERM. CLEAR CHANNEL FILED AN OPPOSITION ON NOVEMBER 28, 2005.

**Attachment 8**

**Attachment 11**

**Description**

Contact Information/Certifications of Transferees

Contact Information/Certifications of Transferees - Jan 2007 Amendment

Contact Information/Certifications of Transferees - June 2007

**Attachment 13**

**Description**

Exhibit 13-A: Agreements for Transfer of Control

Exhibit 13-B: Pending Renewal Applications

Exhibit 13-C: Request for 'Permit-But-Disclose' Status

**Attachment 14**

**Description**

Parties to the Application

---

**Exhibit 16****Description:** EXHIBIT 16

THE TRANSFEREES HEREBY NOTIFY THE COMMISSION THAT ON MARCH 27, 2007, THE COMMISSION GRANTED THE TRANSFER OF CONTROL OF UNIVISION COMMUNICATIONS, INC. TO BROADCAST MEDIA PARTNERS, INC. (BMPI) (FCC FILE NOS. BTC-200607AFL, ET AL.). THE TRANSACTION WAS CONSUMMATED ON APRIL 2, 2007. THOMAS H. LEE EQUITY FUND VI, L.P. DIRECTLY AND THROUGH AFFILIATED INVESTMENT FUNDS, HOLDS AN ATTRIBUTABLE INTEREST IN BMPI.

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**Attachment 16****Description**

Other Authorizations of the Parties to the Transferees

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**Attachment 18****Description**

Exhibit 18-1: Overview of Multiple Ownership

Exhibit 18-2: Radio Multiple Ownership

Exhibit 18-3: Television Multiple Ownership & Radio-Television Cross Ownership (Jan 2007 Amendment)

Exhibit 18-4: Television Main Studio Waiver Requests (Jan 2007 Amendment)

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**AMENDMENT NO. 2  
TO  
AGREEMENT AND PLAN OF MERGER**

This Amendment No. 2 (the "*Second Amendment*"), dated as of May 17, 2007, to the Agreement and Plan of Merger, dated as of November 16, 2006, as amended on April 18, 2007 (as amended, the "*Agreement*"), by and among BT Triple Crown Merger Co., Inc., a Delaware corporation ("*Mergerco*"), B Triple Crown Finco, LLC, a Delaware limited liability company, T Triple Crown Finco, LLC, a Delaware limited liability company (together with B Triple Crown Finco, LLC, the "*Parents*"), BT Triple Crown Capital Holdings III, Inc. a Delaware corporation ("*New Holdco*") and Clear Channel Communications, Inc., a Texas corporation (the "*Company*").

**RECITALS**

**WHEREAS**, Section 8.03 of the Agreement permits the parties, by action by or on behalf of their respective board of directors, to amend the Agreement by an instrument in writing signed on behalf of each of parties; and

**WHEREAS**, in furtherance of the recapitalization of the Company by Mergerco, the parties have agreed to certain revised terms and conditions, including a provision which allows each holder of a Public Share (as defined below) to elect to receive cash or stock (subject to certain restrictions set forth below) as consideration for the Merger;

**WHEREAS**, the Affiliated Holders (as defined below) have entered into agreements with the Parents pursuant to which they have agreed to elect the Cash Consideration (as defined below), except in the case of Rollover Shares;

**WHEREAS**, the parties hereto desire to amend the Agreement as provided herein.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties and covenants and subject to the conditions herein contained and intending to be legally bound hereby, the parties hereto hereby agree as follows:

**ARTICLE I.  
DEFINITIONS**

**SECTION 1.01. Definitions; References.** Unless otherwise specifically defined herein, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Agreement. Each reference to "hereof," "hereunder," "hereby," and "this Agreement" shall, from and after the date of this Second Amendment, refer to the Agreement, as amended by this Second Amendment. Each reference herein to "the date of this Second Amendment" shall refer to the date set forth above, each reference to the "the date of the First Amendment" shall mean April 18, 2007, and each reference to the "date of this Agreement" or similar references shall refer to November 16, 2006.

**ARTICLE II.  
AMENDMENT TO AGREEMENT**

**SECTION 2.01.**     **Addition of a New Party.** New Holdco shall be added as a party to the Agreement.

**SECTION 2.02.**     **Amendment to Third Whereas Clause.** The third whereas clause shall be amended by adding a reference to “, New Holdco” after the reference to “Parents”.

**SECTION 2.03.**     **Amendment to Section 2.02.** Section 2.02 shall be amended by replacing the phrase “neither the Parents nor Mergerco” with “none of the Parents, New Holdco or Mergerco”.

**SECTION 2.04.**     **Amendment to Article III of the Agreement.** Article III of the Agreement shall be deleted and replaced in its entirety with the following:

“**Section 3.01**     **Effect on Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Mergerco or the holders of any securities of the Company:

(a)     Cancellation of Company Securities. Each share of the Company’s common stock, par value \$0.10 per share (the “*Company Common Stock*”), held by the Company as treasury stock or held by Mergerco or New Holdco immediately prior to the Effective Time shall automatically be cancelled, retired and shall cease to exist, and no consideration or payment shall be delivered in exchange therefor or in respect thereof.

(b)     Conversion of Company Securities.

(i)     Except as otherwise provided in this Agreement, each Public Share issued and outstanding immediately prior to the Effective Time shall, subject to Section 3.01(c) and Section 3.01(g), be cancelled and converted into the right to receive either (A) an amount equal to \$39.20 in cash without interest, plus the Additional Per Share Consideration, if any (the “*Cash Consideration*”) or (B) one validly issued, fully paid and non assessable share of the New Holdco Common Stock valued at \$39.20 per share based on the cash purchase price to be paid by investors that buy New Holdco Common Stock for cash in connection with the Closing, plus the Additional Per Share Consideration, if any, payable in cash (the “*Stock Consideration*”). The Cash Consideration or Stock Consideration, as applicable shall be referred to herein as the “*Merger Consideration*”, which when used herein shall be deemed to include cash in lieu of the fractional shares of New Holdco Common Stock pursuant to Section 3.01(j); and

(ii)    Pursuant to separate agreements entered into between the Parents and each Affiliated Holder as of the date hereof, each of the Affiliated Holders has agreed, as part of the Merger, to convert each Public Share held by it, or issuable upon exercise of Company Options and each Restricted Share held by it, immediately prior to the Effective Time (other than Rollover Shares) into the Cash Consideration.

(c)     Election Procedures. (i) Each Person who is a record holder of Public Share(s) on the Election Form Record Date (as defined below) (including each Person other than

an Affiliated Holder who is a record owner of Restricted Shares) and each Person who has made an Irrevocable Option Election (as defined below) shall be entitled to make an election (the "Elections"), with respect to each Public Share held by it as of such time, to receive the Cash Consideration (a "Cash Election") or with respect to each Public Share or Net Electing Option Share held by it as of such time, to receive the Stock Consideration (a "Stock Election") (each Public Share or Net Electing Option Share for which a valid Stock Election has been made is hereinafter referred to as a "Stock Election Share"). All such Elections shall be made on a form (a "Form of Election") in compliance with the terms of this Section 3.01(c) and Section 3.01(d). Each holder of record and, if not otherwise a holder of record, each holder of Net Electing Option Shares, shall submit only one Form of Election except that holders of record of Public Share(s) who hold such Public Share(s) as nominees, trustees or in other representative capacities (each, a "Shares Representative") may submit a separate Form of Election on or before the Election Deadline with respect to each beneficial owner for whom such Shares Representative holds Public Share(s); provided that such Shares Representative certifies that such Form of Election covers all of the Public Share(s) held by such Shares Representative for such beneficial owner whose Public Share(s) are covered by such Form of Election. For purposes hereof, a holder of Public Shares or Net Electing Option Shares who does not make a valid Election prior to the Election Deadline, including but not limited to any failure to return the Form of Election to the Paying Agent prior to the Election Deadline, any revocation of a Form of Election, or any failure to properly complete the Form of Election, each in accordance with the procedures set forth in this Section 3.01 shall be deemed (i) to have elected to receive the Cash Consideration for each such Public Share and (ii) not to have made a Stock Election with respect to each such Net Electing Option Share (such that the Company Option(s) related to each such Net Electing Option Share will be treated in accordance with Section 3.03(a)(i)). New Holdco may, in its sole discretion reject all or any part of a Stock Election made by (i) a Non-U.S. Person if New Holdco determines that such rejection would be reasonable in light of the requirements of Article VIII, Section 6 of the Company's by-laws or Article X of New Holdco's certificate of incorporation, or that such rejection is otherwise advisable to facilitate compliance with FCC restrictions on foreign ownership or (ii) made in contravention of an agreement entered into pursuant to Section 3.01(b)(ii). In the event that a Stock Election or portion of a Stock Election is rejected pursuant to the preceding sentence, then such a Stock Election or portion of a Stock Election shall be deemed of no force and effect and the record holder making such Stock Election shall for purposes hereof be (i) deemed to have made a Cash Election for each Public Share that is subject to such a rejected Stock Election or portion of a Stock Election and (ii) shall be deemed not to have made a Stock Election for each Net Electing Option Share that is subject to such a rejected Stock Election (such that the Company Option(s) related to each such share will be treated in accordance with Section 3.03(a)(i)).

(ii) Each Person (other than an Affiliated Holder) who is a holder of a Company Option on the Election Form Record Date shall be entitled to submit a Form of Election specifying the number of Company Options held by such holder, if any, that such Person irrevocably commits to exercise (subject to any requirements with respect to method of exercise imposed by the Company in order to facilitate the implementation of this Section 3.01 and Section 3.03) immediately prior to the Effective Time (an "Irrevocable Option Election"). All such Irrevocable Option Elections shall be made on a Form of Election. Any such holder who fails properly to submit a Form of Election with respect to Company Options on or before the Election Deadline in accordance with the procedures set forth in this Section 3.01(c) shall be

deemed to have failed to make an Irrevocable Option Election and all of such holder's Company Stock Options that are not covered by a valid Irrevocable Option Election shall be treated in accordance with Section 3.03(a)(i). The aggregate number of shares of Company Common Stock subject to an Irrevocable Option Election made pursuant to this Section 3.01(c)(ii) is referred to as the "**Gross Electing Option Shares**", and the "**Net Electing Option Shares**" shall mean the aggregate number of shares of Company Common Stock that would be issued in the event the Company Options covering the Gross Electing Option Shares were exercised on a net share basis (*i.e.*, paying the exercise price of the Company Options using the value of the shares of Company Common Stock underlying such Company Options) at a price equal to the Cash Consideration taking into account the exercise price and any required tax withholding. For the avoidance of doubt, all holders of Net Electing Option Shares must make a Stock Election pursuant to Section 3.01(c) in order to be eligible to receive the Stock Consideration.

(d) Mailing of Form of Election; Election Deadline, Shareholder Notification. Mergerco and New Holdco shall prepare and direct the Paying Agent to mail a Form of Election, which form shall (i) include a Letter of Transmittal and (ii) be subject to the reasonable approval of the Company, with the Proxy Statement/Prospectus to the record holders of Public Share(s) and Company Options as of the record date for the Shareholders' Meeting (the "**Election Form Record Date**") (by posting the Form of Election and related materials on the Company's website or otherwise). To be effective, a Form of Election must be properly completed and signed by a record owner of Public Shares or Company Options, as the case may be and received by the Paying Agent at its designated office, by 5:00 p.m. New York City time on the business day immediately preceding the Shareholders' Meeting (the "**Election Deadline**"). If the shareholders approve the Merger, the Paying Agent will coordinate with Mergerco, New Holdco and the Company to perform the proration and cutback calculations set forth in Section 3.01(g) and related acceptance and rejection of Elections as provided in Section 3.01(c) promptly after the Shareholders' Meeting and notify each Public Holder and holder of a Net Electing Option Share whose Form of Election included a Stock Election of the number of Final Stock Election Shares (as defined below) covered by such Form of Election that have been accepted (the "**Final Stock Election Notice**"). Within 30 days of receipt of the Final Stock Election Notice accompanied by a Letter of Transmittal, such holder shall deliver a Letter of Transmittal with respect to the Final Stock Election Shares and the Company Options together with the Final Stock Election Shares and/or Company Options to which such Final Stock Election Notice relates in accordance with the instructions and subject to the terms and conditions of the Letter of Transmittal accompanying such notice, including but not limited to (i) for Public Shares held as physical certificates and for Company Options, the certificates for such Public Shares or Company Options, as applicable, a Letter of Transmittal properly completed and duly executed, any required signature guarantees and any other required documents; and (ii) for Book Entry Shares either a Letter of Transmittal, properly completed and duly executed, and any required signature guarantees, or a message, transmitted by the official book-entry transfer facility to, and received by, the depository, which states that the book-entry transfer facility has received an express acknowledgment from the holder tendering the Public Share that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Parents may enforce such agreement against the holder; or (iii) for Certificates or Book Entry Shares, such form of "guaranteed delivery" that is acceptable to the Paying Agent as described in the instructions to the Letter of Transmittal. The Company will hold the Final Stock Election Shares (as defined below), the Company Options delivered in accordance with this Section 3.01(d) and

the Letters of Transmittals relating thereto until the earlier of termination of this Agreement or the Effective Time. Any Public Holder or holder of Company Options that does not deliver a Letter of Transmittal and Final Stock Election Shares or Company Options within 30 days of receipt of the Final Stock Election Notice shall be deemed to have elected to (i) receive the Cash Consideration for each Final Stock Election Share that is not so delivered and/or (ii) have each Company Option that is not so delivered treated in accordance with Section 3.03(a)(i) and (iii) the Stock Election or portion of the Stock Election relating to such Final Stock Election Shares shall be rejected. In the event that a Stock Election or portion of a Stock Election is rejected pursuant to the preceding sentence, then such a Stock Election or portion of a Stock Election shall be deemed of no force and effect and the record holder making such Stock Election shall for purposes hereof be (i) deemed to have made a Cash Election for each Public Share that is subject to such a rejected Stock Election or such rejected portion of a rejected Stock Election and (ii) shall be deemed not to have made a Stock Election for such Net Electing Option Share that is subject to such a rejected Stock Election or such rejected portion of a rejected Stock Election (such that the Company Option(s) related to each such share will be treated in accordance with Section 3.03(a)(i)).

(e) Ability to Revoke Stock Elections. All Stock Elections and Irrevocable Option Elections may be revoked by the holder at any time prior to the Election Deadline. From and after the Election Deadline, all Stock Elections and Irrevocable Option Elections shall be irrevocable. All Stock Elections and Irrevocable Option Elections shall automatically be revoked if the Paying Agent is notified in writing by Parents and the Company that the Merger has been abandoned and this Agreement has been terminated. If an Election or Irrevocable Option Election is revoked due to termination of this Agreement, the certificate or certificates (or guarantees of delivery, as appropriate), if any, for the Final Stock Election Shares or Company Options, as applicable, to which such Form of Election relates shall be promptly returned without charge to the stockholders and option holders submitting the same to the Paying Agent.

(f) Determination of Paying Agent Binding. The determination of the Paying Agent shall be binding as to whether Forms of Election have been properly made pursuant to Section 3.01(c) and Section 3.01(d) with respect to Public Share(s) of Company Common Stock and Company Options and when Elections and Irrevocable Option Elections were received by it. If the Paying Agent determines that any Form of Election was not properly made with respect to any Public Share(s) or Company Options, such shares shall be treated by the Paying Agent as shares of Company Common Stock or Company Options, as the case may be, for which a Cash Election was made and such shares of Company Common Stock shall be exchanged in the Merger for the Cash Consideration pursuant to Section 3.01(b) and such Company Options for which an Irrevocable Option Election was made will be treated in accordance with Section 3.03(a)(i). None of the Company, Parents nor the Paying Agent shall be under any obligation to notify any person of any defect in a Form of Election submitted to the Paying Agent. The Paying Agent shall also make all computations as to the allocation and the proration contemplated by Section 3.01(g), and any such computation shall be conclusive and binding on the holders of Public Share(s) and Company Options absent manifest error. The Paying Agent may, with the mutual agreement of Parents and the Company, make such rules as are consistent with this Section 3.01 for the implementation of the Elections and Irrevocable Option Elections provided for herein as shall be necessary or desirable fully to effect such elections.

(g) Proration and Individual Cutbacks. Notwithstanding anything in this Agreement to the contrary, (x) the maximum aggregate number of Public Shares and Net Electing Option Shares to be converted into the right to receive New Holdco Common Stock at the Effective Time pursuant to Stock Elections shall not exceed 30,612,245 (the "**Maximum Stock Election Number**") and (y) the parties will use reasonable efforts to ensure that, upon consummation of the Merger, no holder of Public Shares and/or Net Electing Option Shares will receive shares of New Holdco Common Stock pursuant to a single Form of Election which represent more than 9.9% of the New Holdco Common Stock outstanding as of the Effective Time (the "**Individual Cap**"). The Stock Election Shares shall be converted into the right to receive New Holdco Common Stock or to receive Cash Consideration, each in accordance with the terms of Section 3.01(b), in the following manner:

(i) No Proration. If the total number of Stock Election Shares is equal to or less than the Maximum Stock Election Number then, subject to Section 3.01(g)(iii), all such Stock Election Shares, shall be converted into the right to receive the Stock Consideration from New Holdco in accordance with the terms of Section 3.01(b) and Section 3.01(c).

(ii) Proration. If the total number of Stock Election Shares exceeds the Maximum Stock Election Number then, the Stock Election Shares shall be converted into the right to receive the Stock Consideration from New Holdco or the Cash Consideration from the Surviving Corporation, each in accordance with the terms of Section 3.01(b), in the following manner:

(A) A proration factor (the "**Proration Factor**") shall be determined by dividing the Maximum Stock Election Number by the total number of Stock Election Shares;

(B) Subject to Section 3.01(g)(iii), with respect to each Form of Election validly submitted and signed by a record holder of Public Shares and/or holder of Company Options, the number of Stock Election Shares reflected on such Form of Election shall be converted into the right to receive a number of shares of New Holdco Common Stock (plus the Additional Per Share Consideration, if any, which shall be paid in cash) as is equal to the product of (w) the Proration Factor times (y) the total number of Stock Election Shares reflected on such Form of Election (the result of such calculation the "**First Allocation Distributable Shares**"). The difference between the Stock Election Shares and the First Allocation Distributable Shares relating to each Form of Election submitted shall be the "**First Prorated Returned Shares**"; and

(C) All First Allocation Distributable Shares shall be subject to cutback pursuant to Section 3.01(g)(iii). Subject to Section 3.01(g)(iv) and Section 3.01(g)(vi), all First Prorated Returned Shares shall be converted into the right to receive the Cash Consideration in accordance with the terms of Section 3.01(b).

(iii) Individual Cutback. In the event that the number of First Allocation Distributable Shares (or Stock Election Shares if no proration is required pursuant to Section 3.01(g)(ii)) reflected on any individual Form of Election represent more than the Individual Cap (the holder relating to such individual Form of Election, a "**Capped Holder**"), the

number of First Allocation Distributable Shares or Stock Election Shares, as applicable, will be cutback to the number of shares representing the Individual Cap (for each Capped Holder, the shares required for such cutback, the "*First Individual Cutback Shares*"). If there has been a cutback in accordance with this Section 3.01(g)(iii), a number of shares of New Holdco Common Stock equal to the aggregate number of First Individual Cutback Shares (the "*Second Allocation Shares*") shall be reallocated pro rata to holders of First Prorated Returned Shares reflected on Forms of Election which do not constitute Capped Holders (a "*Second Allocation Participant*") in a second allocation in accordance with Section 3.01(g)(iv) (the "*Second Allocation*"). The number of "*First Allocation Stock Election Shares*" relating to a holder's Form of Election shall equal (1) the Stock Election Shares reflected on such Form of Election, minus (2) the First Prorated Return Shares (if any) determined pursuant to Section 3.01(g)(ii)(B), minus (3) the First Individual Cutback Shares (if any) determined pursuant to Section 3.01(g)(iii).

(iv) Second Allocation. A Second Allocation proration factor (the "*Second Allocation Proration Factor*") shall be determined by dividing the total number of Second Allocation Shares by the total number of First Prorated Return Shares. For the avoidance of doubt, if the total number of Second Allocation Shares is equal to or greater than the number of First Prorated Return Shares then, subject to Section 3.01(g)(v), a number of shares of New Holdco Common Stock equal to the number of First Prorated Return Shares shall be converted into the right to receive the Stock Consideration from New Holdco in accordance with the terms of Section 3.01(b) and Section 3.01(c).

(A) Subject to Section 3.01(g)(v), the number of Second Allocation Shares covered by each Second Allocation Participant's Form of Election to be converted into Stock Consideration, shall be equal to the product of (w) the Second Allocation Proration Factor times (x) the total number of Second Allocation Shares covered by such participant's Form of Election, provided that if such calculation results in a number higher than the First Prorated Return Shares for any Second Allocation Participant, the excess shares shall be reallocated to the remaining participant(s) pursuant to the above calculation as if they were "Second Allocation Shares" (the result of such calculation the "*Second Allocation Distributable Shares*"). The total of the First Allocation Stock Election Shares and the Second Allocation Distributable Shares for each Second Allocation Participant shall be the "*Second Prorated Stock Election Shares*".

(B) All Second Allocation Distributable Shares shall be subject to cutback pursuant to Section 3.01(g)(v).

(v) Second Cutback. In the event that the number of Second Prorated Stock Election Shares reflected on an individual Form of Election submitted by any Second Allocation Participant represents more than the Individual Cap, the number of Second Prorated Stock Election Shares for such participant's Form of Election will be cutback to the number of Shares representing the Individual Cap (for each such Form of Election, the shares required for such cutback, the "*Second Individual Cutback Shares*"). The "*Second Allocation Stock Election Shares*" for any Second Allocation Participant shall be: (1) the difference between the Second Prorated Stock Election Shares and the Second Individual Cutback Shares if such participant's Second Allocation is subject to proration and cutback and (2) the number of Second

Prorated Stock Election Shares if such participant's Second Allocation is subject to proration, but not cutback.

(vi) If, after the Second Allocation, there are still holder(s) who have not been allocated Stock Consideration for all of their Stock Election Shares reflected on an individual Form of Election which is not yet subject to the Individual Cap, a number of shares of New Holdco Common Stock equal to the aggregate number of the Second Individual Cutback Shares shall be reallocated pro rata to such holder(s) in a third allocation pursuant to the procedures set out in Section 3.01(g)(iv) and Section 3.01(g)(v) (subject to this Section 3.01(g)(vi)) (with references to "First" replaced with "second" and references to "second" replaced with "third") and the allocation process will continue in this manner until (x) the Maximum Stock Election Number is reached or (y) the Stock Election Shares reflected on each Form of Election submitted has reached its Individual Cap.

The number of "**Final Stock Election Shares**" for each holder shall be: (x) if there is no Second Allocation, the First Allocation Stock Election Shares; (y) if there is a Second Allocation, but no additional allocations pursuant to Section 3.01(g)(vi), the Second Allocation Stock Election Shares, and (z) if there is a Second Allocation and additional allocations pursuant to Section 3.01(g)(vi), the sum of (1) the Second Allocation Stock Election Shares and (2) any additional shares allocated pursuant to Section 3.01(g)(vi).

The number of "**Final Return Shares**" for each holder shall be the difference between (1) such holder's Stock Election Shares and (2) such Holder's Final Stock Election Shares.

(vii) All Final Stock Election Shares shall be converted into the right to receive the Stock Consideration in accordance with the terms of Section 3.01(b). All Final Return Shares shall be converted into the right to receive the Cash Consideration in accordance with the terms of Section 3.01(b).

(viii) Any Stock Election subject to proration or cutback pursuant to Section 3.01(g) shall automatically be deemed to be revised such that the number of Stock Election Shares in such Stock Election reflects the Final Stock Election Shares (a "**Final Stock Election**").

(h) Each share of Company Common Stock (including each Net Electing Option Share) to be converted into the right to receive the Merger Consideration as provided in this Section 3.01 shall be automatically cancelled at the Effective Time and shall cease to exist and the holders of Certificates or Book-Entry Shares which immediately prior to the Effective Time represented such Company Common Stock shall cease to have any rights with respect to such Company Common Stock other than the right to receive, upon surrender of each such Certificate or Book-Entry Share in accordance with Section 3.01(b) of this Agreement, the Merger Consideration.

(i) Conversion of Mergerco Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value \$0.001 per share, of Mergerco (the "**Mergerco Common Stock**") issued and outstanding immediately prior to the Effective Time shall be converted into and become validly