

Exhibit 8.2(a)

BILL OF SALE

KNOW ALL BY THESE PRESENT that PREMIER MARKETING GROUP, a _____ (“Premier Marketing”), COLUMBIA FM, INC., a _____ corporation (“FM, Inc.”), COLUMBIA AM, INC., a _____ corporation (“AM, Inc.”), MID-MISSOURI BROADCASTING, INC., a _____ corporation (“Mid-Missouri”), FT. SMITH FM, INC., a _____ corporation (“Ft. Smith”), PREMIER RADIO GROUP LLC, a _____ limited liability company (“Premier Radio”) and G.B.O. LLC, a _____ limited liability company (“GBO” and together with Premier Marketing, FM, Inc., AM, Inc., Mid-Missouri, Ft. Smith and Premier Radio being hereinafter sometimes referred to as “Companies”), and those certain equity owners of the Companies listed on the signature pages hereto (the “Owners” and with the Companies being hereinafter sometimes referred to as “Sellers”), for good and valuable consideration in hand, the receipt and sufficiency of which is hereby acknowledged, pursuant to and in accordance with the terms of that certain Asset Purchase Agreement, dated _____, 2004 (the “Purchase Agreement”), by and among each of Sellers and CUMULUS BROADCASTING LLC, a Nevada limited liability company (“Buyer”) and CUMULUS LICENSING LLC, a Nevada limited liability company (“Cumulus Licensing” and together with Buyer being hereinafter sometimes referred to as “Buyers”), DO HEREBY sell, convey, grant, assign, transfer and deliver unto Buyer, its successors and assigns, and Buyer hereby purchases and acquires from each of Sellers, all of the right, title and interest of each of Sellers in and to the Purchased Assets (as such term is defined in Section 2.1 of the Purchase Agreement), free and clear of any and all Liens other than Permitted Liens (as such term is defined in the Purchase Agreement), to have and to hold forever.

1. Defined Terms. All capitalized terms used in this Bill of Sale shall have the definitions set forth in the Purchase Agreement.

2. Conformance with Purchase Agreement. This Bill of Sale is not intended to convey any greater or lesser rights to Buyer than are described in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall govern and be controlling. Nothing contained in this Bill of Sale shall be deemed to amend any provision of the Purchase Agreement.

3. Successors and Assigns. This Bill of Sale and the covenants and agreements set forth herein shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon each of Sellers and its successors and assigns.

4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri.

* * * * *

IN WITNESS WHEREOF, each of Sellers has executed this Bill of Sale this _____ day of _____, 200__.

PREMIER MARKETING GROUP

By: _____
Name: _____
Title: _____

COLUMBIA FM, INC.

By: _____
Name: _____
Title: _____

COLUMBIA AM, INC.

By: _____
Name: _____
Title: _____

MID-MISSOURI BROADCASTING, INC.

By: _____
Name: _____
Title: _____

FT. SMITH, INC.

By: _____
Name: _____
Title: _____

PREMIER RADIO GROUP, LLC

By: _____
Name: _____
Title: _____

G.B.O. LLC

By: _____
Name: _____
Title: _____

OWNERS

