

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of May __, 2004 by and between 3 Point Media – Salt Lake City, LLC an Illinois limited liability Company ("Salt Lake" or "Assignor") and 3 Point Media - Ogden, LLC an Illinois limited liability Company ("Ogden" or "Assignee").

WITNESSETH:

WHEREAS, Assignor desires to transfer that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of May __, 2004, by and among Assignor and Citadel Broadcasting Company, a Nevada corporation ("Citadel"); and

WHEREAS, Assignor desires to transfer that certain Local Marketing Agreement (the "LMA" and together with the Asset Purchase Agreement, the "Agreements") dated as of May __, 2004, by and among Assignor and Citadel; and

WHEREAS, in connection with such transfer, the parties hereto desire to effect the assignments set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment. Salt Lake, as Assignor, hereby grants, sells, assigns and transfers to Ogden, as Assignee, all of its right, title and interest in, to and under the Agreements.
2. Assumption. Ogden hereby accepts said assignment of all of Salt Lake's right, title and interest in, to and under the Agreements and agrees to assume all of such Assignor's duties and obligations thereunder, including, without limitation, any and all liabilities and/or proceeds resulting therefrom, whether occurring now or after the date hereof provided, however, Assignor shall not be released from its liabilities under the Agreements. Notwithstanding anything contained herein to the contrary, Assignor is not assigning to Assignee, and Assignee is not assuming from Assignor, any liabilities or obligations that relate to the Tranche A Loan (as defined in the Asset Purchase Agreement).
3. Headings. The descriptive headings of the various sections of this Agreement are for convenience only and shall not affect the meaning or construction of any provisions hereof.
4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD FOR ITS PRINCIPLES OF CONFLICT OF LAWS.

5. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. Successors. This Agreement shall inure to the benefit of and be binding on and enforceable against Assignor and Assignee and their respective successors and assigns.

[End of Text]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

ASSIGNEE:

3 Point Media – Ogden, LLC

By: _____

Title: _____

ASSIGNOR:

3 Point Media – Salt Lake City, LLC

By: _____

Title: _____