

COMPREHENSIVE EXHIBIT

A. Overview of Transactions and Associated Applications

This application is one of four concurrently filed *pro forma* applications (collectively, the “Applications”) which seek Commission consent to the assignment or transfer of control of Commission authorizations from the indirect wholly-owned subsidiaries of Cumulus Media New Holdings Inc. (“Cumulus New Holdings”) in which they are currently held to other direct or indirect subsidiaries of Cumulus New Holdings. Because all the relevant authorizations will continue to be held by subsidiaries of Cumulus New Holdings after completion of the proposed assignments and transfers, the assignments and transfers are *pro forma* in nature and qualify for “short form” application procedures.¹

As requests for consent to *pro forma* assignments or transfers of control, the Applications do not raise any issues under the Commission’s radio multiple ownership rules.² The file numbers and dates of grant of the transfer applications by which the Commission approved the qualifications of the parent entities of the entities now acquiring control of the licenses subject to this application are as follows:

BTC-20180322ALP, et. seq: KTCK-FM, KSCS-FM and WBAP-FM
BTCH-20180322AKR, et. seq: KLIF-FM and KTCK-AM
BTC-20180322AMU: KLIF-AM
BTCH-2018322AMV: KPLX-FM

B. Description of Transaction

The current organizational structure regarding the authorizations which are the subject of the Applications is set forth on Exhibit A hereto. The authorizations subject to the Applications are:

Call Sign	Facility ID	Community of License	Licensee
KTCK-AM	8773	Dallas, TX	Radio License Holding SRC, LLC
KLIF-FM	27299	Haltom City, TX	Radio License Holding SRC, LLC
KTCK-FM	26468	Flower Mound, TX	Radio License Holdings, LLC
KSCS-FM	71201	Fort Worth, TX	Radio License Holdings, LLC

¹ 47 C.F.R. 73.3540(f).

² 47 C.F.R. 73.3555, Note 4 (“Paragraphs (a) and (b) of this section...will not apply to applications for assignment of license or transfer of control filed in accordance with § 73.3540(f).”)

WBAP-AM	71200	Fort Worth, TX	Radio License Holdings, LLC
KLIF-AM	35061	Dallas, TX	KLIF Lico, LLC
KPLX-FM	54675	Fort Worth, TX	KPLX Lico, LLC

The assignments and transfers contemplated by the Application will be effected through a series of four related transactions, each involving multiple distributions and contributions of stock or authorizations. In each case, all those distributions and contributions will occur in effect contemporaneously and pursuant to a single instrument, and there is no scenario in which any of the authorizations or stock of entities which control licensees would remain in any of the intermediate entities on their way to the ultimate holders. Each of the four transactions is described below, and the organizational structure regarding the authorizations which are the subject of the Applications as it would appear after consummation of the assignments and transfers is set forth on Exhibit B hereto.

1. Assignment of Authorizations for KTCK-FM, KSCS-FM and WBAP-AM. The assignment of the authorizations for stations KTCK-FM, KSCS-FM and WBAP-AM to Cumulus Licensing Holding Company, LLC will be effected by a distribution of those authorizations from Radio License Holdings, LLC to its immediate parent, Cumulus Network Holdings, LLC; then to Cumulus Intermediate Holdings, LLC; then to Cumulus New Holdings; and then followed by a contribution of those authorizations from Cumulus New Holdings to Cumulus Radio Holding Company, LLC and then to Cumulus Licensing Holding Company, LLC.
2. Assignment of Authorizations for KTCK-AM and KLIF-FM. The assignment of the authorizations for stations KTCK-AM and KLIF-FM to Cumulus Licensing Holding Company, LLC will be effected by a distribution of those authorizations from Radio License Holding SRC, LLC to its immediate parent, Susquehanna Radio, LLC; then to Susquehanna Media, LLC; then to Susquehanna Pfaltzgraf, LLC; then to CMP Susquehanna, LLC; then to CMP Susquehanna Radio Holdings, LLC; then to Cumulus Radio, LLC; then to Cumulus Intermediate Holdings, LLC; and then to Cumulus New Holdings, and then followed by a contribution of those authorizations from Cumulus New Holdings to Cumulus Radio Holding Company, LLC and then to Cumulus Licensing Holding Company, LLC.
3. Transfer of Control of Authorization for KLIF-AM. The transfer of control of the authorization for station KLIF-AM from Susquehanna Radio, LLC to Cumulus Radio Holding Company, LLC will be effected by a distribution of the stock of KLIF Broadcasting, LLC (the immediate parent of the licensee, KLIF Lico, LLC) from Susquehanna Radio, LLC to its immediate parent, Susquehanna Media, LLC; then to Susquehanna Pfaltzgraf, LLC; then to CMP Susquehanna, LLC; then to CMP Susquehanna Radio Holdings, LLC; then to Cumulus Radio, LLC; then to Cumulus Intermediate Holdings, LLC; and then to Cumulus New Holdings, and then followed by a contribution of that stock from Cumulus New Holdings to Cumulus Radio Holding Company.
4. Transfer of Control of Authorization for KPLX-FM. The transfer of control of the authorization for station KPLX-FM from Susquehanna Radio, LLC to Cumulus Radio Holding Company, LLC will be effected by a distribution of the stock of Radio Metroplex, LLC (the

immediate parent of the licensee, KPLX Lico, LLC) from Susquehanna Radio, LLC to its immediate parent, Susquehanna Media, LLC; then to Susquehanna Pfaltzgraf, LLC; then to CMP Susquehanna, LLC; then to CMP Susquehanna Radio Holdings, LLC; then to Cumulus Radio, LLC; then to Cumulus Intermediate Holdings, LLC; and then to Cumulus New Holdings, and then a contribution of that stock from Cumulus New Holdings to Cumulus Radio Holding Company, LLC.

The form of the instruments intended to be used for those distributions and contributions is attached as Exhibit C hereto.

C. Other Authorizations

The following is a list of all Commission authorizations in which the assignees or transferees under the Applications, or any other party to the Applications, holds an attributable interest.

1. The following list of FCC Licenses held by **Cumulus Licensing LLC** authorize full-service broadcast operations governed by Part 73 of the FCC’s rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

Cumulus Licensing LLC

	Station	Community of License	Facility ID
1	WVNN(AM)	Athens, AL	3084
2	WZYP(FM)	Athens, AL	3083
3	WXQW(AM)	Fairhope, AL	2541
4	WHRP(FM)	Gurley, AL	22264
5	WUMP(AM)	Madison, AL	39590
6	WABD(FM)	Mobile, AL	70657
7	WBLX-FM	Mobile, AL	2540
8	WGOK(AM)	Mobile, AL	56716
9	WHHY-FM	Montgomery, AL	66910
10	WLWI(AM)	Montgomery, AL	66909
11	WLWI-FM	Montgomery, AL	12318
12	WMSP(AM)	Montgomery, AL	12316
13	WMXS(FM)	Montgomery, AL	12322
14	WWFF-FM	New Market, AL	65223
15	WXFX(FM)	Prattville, AL	17479
16	WDLT-FM	Saraland, AL	8680
17	WVNN-FM	Trinity, AL	25385
18	KKEG(FM)	Bentonville, AR	16571
19	KRMW(FM)	Cedarville, AR	70257
20	KFAY(AM)	Farmington, AR	16573
21	KQSM-FM	Fayetteville, AR	16569
22	KNSH(FM)	Fort Smith, AR	23869
23	KMCK-FM	Prairie Grove, AR	64630

	Station	Community of License	Facility ID
24	KAMO-FM	Rogers, AR	31881
25	KYNG(AM)	Springdale, AR	71702
26	KBBQ-FM	Van Buren, AR	37827
27	KMGV(FM)	Fresno, CA	18409
28	KMJ(AM)	Fresno, CA	26923
29	KMJ-FM	Fresno, CA	26933
30	KSKS(FM)	Fresno, CA	26924
31	KWYE(FM)	Fresno, CA	18406
32	KVYB(FM)	Oak View, CA	10329
33	KRUZ(FM)	Santa Barbara, CA	8853
34	KBBY-FM	Ventura, CA	7745
35	KHAY(FM)	Ventura, CA	35848
36	WFTW(AM)	Ft. Walton Beach, FL	27466
37	WKSM(FM)	Ft. Walton Beach, FL	27467
38	WZNS(FM)	Ft. Walton Beach, FL	32834
39	WRRX(FM)	Gulf Breeze, FL	94009
40	WYZB(FM)	Mary Esther, FL	27469
41	WAOA-FM	Melbourne, FL	60387
42	WLZR(AM)	Melbourne, FL	60388
43	WXBM-FM	Milton, FL	32946
44	WCOA(AM)	Pensacola, FL	12142
45	WJTQ(FM)	Pensacola, FL	12143
46	WMEZ(FM)	Pensacola, FL	73256
47	WHKR(FM)	Rockledge, FL	57628
48	WROK-FM	Sebastian, FL	59536
49	WNCV(FM)	Shalimar, FL	73395
50	WBZE(FM)	Tallahassee, FL	28164
51	WGLF(FM)	Tallahassee, FL	64559
52	WHBX(FM)	Tallahassee, FL	28168
53	WWLD(FM)	Cairo, GA	38640
54	WPEZ(FM)	Jeffersonville, GA	52551
55	WDEN-FM	Macon, GA	46996
56	WLZN(FM)	Macon, GA	54672
57	WMAC(AM)	Macon, GA	46998
58	WMGB(FM)	Montezuma, GA	88541
59	WIXV(FM)	Savannah, GA	54799
60	WJCL-FM	Savannah, GA	37178
61	WEAS-FM	Springfield, GA	71366
62	WBNQ(FM)	Bloomington, IL	68588
63	WJBC(AM)	Bloomington, IL	5876
64	WJEZ(FM)	Dwight, IL	19211
65	WBWN(FM)	Le Roy, IL	40906
66	WJBC-FM	Pontiac, IL	37818
67	KMAJ-FM	Carbondale, KS	42012

	Station	Community of License	Facility ID
68	KTOP-FM	St. Mary's, KS	60034
69	KDVV(FM)	Topeka, KS	62237
70	KMAJ(AM)	Topeka, KS	42014
71	KTOP(AM)	Topeka, KS	62236
72	KWIC(FM)	Topeka, KS	39997
73	WXZZ(FM)	Georgetown, KY	34245
74	WLXX(FM)	Richmond, KY	71249
75	WVLK(AM)	Lexington, KY	27418
76	WLTO(FM)	Nicholasville, KY	11673
77	WVLK-FM	Lexington, KY	27417
78	KQLK(FM)	De Ridder, LA	9029
79	KAOK(AM)	Lake Charles, LA	67330
80	KBIU(FM)	Lake Charles, LA	17019
81	KYKZ(FM)	Lake Charles, LA	38601
82	KRMD-FM	Oil City, LA	1304
83	KMJJ-FM	Shreveport, LA	63929
84	KRMD(AM)	Shreveport, LA	1305
85	KVMA-FM	Shreveport, LA	53030
86	KKGB(FM)	Sulphur, LA	106
87	WQKL(FM)	Ann Arbor, MI	47117
88	WTKA(AM)	Ann Arbor, MI	47116
89	WWWW-FM	Ann Arbor, MI	41080
90	WDZZ-FM	Flint, MI	13665
91	WWCK(AM)	Flint, MI	39679
92	WWCK-FM	Flint, MI	39678
93	WMIM(FM)	Luna Pier, MI	37119
94	WLBY(AM)	Saline, MI	41081
95	KOQL(FM)	Ashland, MO	60731
96	KJMO(FM)	Linn, MO	162262
97	KBXR(FM)	Columbia, MO	47910
98	KFRU(AM)	Columbia, MO	12396
99	KPLA(FM)	Columbia, MO	12429
100	KBBM(FM)	Jefferson City, MO	68148
101	KLIK(AM)	Jefferson City, MO	68147
102	WSMS(FM)	Artesia, MS	6664
103	WKOR-FM	Columbus, MS	24531
104	WNMQ(FM)	Columbus, MS	54535
105	WMXU(FM)	Starkville, MS	57710
106	WSSO(AM)	Starkville, MS	57709
107	WFAS(AM)	White Plains, NY	14381
108	WRCQ(FM)	Dunn, NC	34826
109	WFNC(AM)	Fayetteville, NC	8583
110	WQSM(FM)	Fayetteville, NC	8582
111	WAAV(AM)	Leland, NC	25999

	Station	Community of License	Facility ID
112	WKXS-FM	Leland, NC	25998
113	WMGU(FM)	Southern Pines, NC	46948
114	WGNI(FM)	Wilmington, NC	8581
115	WMNX(FM)	Wilmington, NC	8584
116	WWQQ-FM	Wilmington, NC	28163
117	WRQN(FM)	Bowling Green, OH	22676
118	WNNF(FM)	Cincinnati, OH	59593
119	WOFX-FM	Cincinnati, OH	51725
120	WXKR(FM)	Port Clinton, OH	69869
121	WQXK(FM)	Salem, OH	37548
122	WRQX(AM)	Salem, OH	37547
123	WQOO(FM)	Sylvania, OH	42127
124	WKKO(FM)	Toledo, OH	22673
125	WBBW(AM)	Youngstown, OH	13667
126	WHOT-FM	Youngstown, OH	13670
127	KOMS(FM)	Poteau, OK	37086
128	KUGN(AM)	Eugene, OR	12506
129	KZEL-FM	Eugene, OR	49822
130	KUJZ(FM)	Creswell, OR	30650
131	KNRQ(FM)	Harrisburg, OR	61987
132	KEHK(FM)	Brownsville, OR	7989
133	WHGB(AM)	Harrisburg, PA	32944
134	WNNK-FM	Harrisburg, PA	32945
135	WTPA-FM	Mechanicsburg, PA	54021
136	WLLF(FM)	Mercer, PA	6653
137	WWIZ(FM)	West Middlesex, PA	23437
138	WPIC(AM)	Sharon, PA	60005
139	WYFM(FM)	Sharon, PA	60006
140	WSEA(FM)	Atlantic Beach, SC	3221
141	WTYB(FM)	Bluffton, SC	14069
142	WAYS(AM)	Conway, SC	17484
143	WYNN(AM)	Florence, SC	22048
144	WYNN-FM	Florence, SC	22049
145	WLFF(FM)	Georgetown, SC	63932
146	WBZF(FM)	Hartsville, SC	26327
147	WCMG(FM)	Latta, SC	72929
148	WWFN-FM	Lake City, SC	21745
149	WYMB(AM)	Manning, SC	11652
150	WQPD(FM)	Marion, SC	11653
151	WMXT(FM)	Pamplico, SC	51420
152	WDAI(FM)	Pawleys Island, SC	59490
153	WSYN(FM)	Surfside Beach, SC	46964
154	WQQK(FM)	Goodlettsville, TN	52521
155	WWTN(FM)	Hendersonville, TN	31476

	Station	Community of License	Facility ID
156	WSM-FM	Nashville, TN	74065
157	KPUR(AM)	Amarillo, TX	72037
158	KQIZ-FM	Amarillo, TX	41567
159	KTLT(FM)	Anson, TX	53194
160	KIKR(AM)	Beaumont, TX	52406
161	KQXY-FM	Beaumont, TX	48918
162	KTCX(FM)	Beaumont, TX	4462
163	KYYI(FM)	Burkburnett, TX	58740
164	KARX(FM)	Canyon, TX	72038
165	KZRK-FM	Canyon, TX	27009
166	KPUR-FM	Claude, TX	33448
167	KOLI(FM)	Electra, TX	78344
168	KCDD(FM)	Hamlin, TX	64656
169	KHXS(FM)	Merkel, TX	50790
170	KBED(AM)	Nederland, TX	48917
171	KAYD-FM	Silsbee, TX	31109
172	KBCY(FM)	Tye, TX	68642
173	KQHN(FM)	Waskom, TX	12414
174	KLUR(FM)	Wichita Falls, TX	58741
175	KQXC-FM	Wichita Falls, TX	55380
176	WKRU(FM)	Allouez, WI	31912
177	WDUZ-FM	Brillion, WI	6861
178	WDUZ(AM)	Green Bay, WI	25119
179	WQLH(FM)	Green Bay, WI	25121
180	WNAM(AM)	Neenah-Menasha, WI	50053
181	WPKR(FM)	Omro, WI	42093
182	WOSH(AM)	Oshkosh, WI	69780
183	WWWX(FM)	Oshkosh, WI	50052
184	WOGB(FM)	Reedsville, WI	89
185	WVBO(FM)	Winneconne, WI	69781

2. The following list of FCC Licenses held by **Radio License Holding CBC, LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

Radio License Holding CBC, LLC

	Station	Community of License	Facility ID
1	WAPI(AM)	Birmingham, AL	16900
2	WJOX(AM)	Birmingham, AL	16897
3	WJOX-FM	Birmingham, AL	16901
4	WUHT(FM)	Birmingham, AL	6401
5	WZRR(FM)	Birmingham, AL	16899

	Station	Community of License	Facility ID
6	WJQX(FM)	Helena, AL	70914
7	KAAY(AM)	Little Rock, AR	33253
8	KARN(AM)	Little Rock, AR	60703
9	KFOG(AM)	Little Rock, AR	24150
10	KURB(FM)	Little Rock, AR	19559
11	KIPR(FM)	Pine Bluff, AR	13925
12	KARN-FM	Sheridan, AR	24151
13	KLAL(FM)	Wrightsville, AR	47880
14	KSZR(FM)	Oro Valley, AZ	39734
15	KCUB(AM)	Tucson, AZ	56051
16	KHYT(FM)	Tucson, AZ	56053
17	KIIM-FM	Tucson, AZ	56052
18	KTUC(AM)	Tucson, AZ	35684
19	KWIN(FM)	Lodi, CA	60425
20	KDJK(FM)	Mariposa, CA	11241
21	KATM(FM)	Modesto, CA	11239
22	KESP(AM)	Modesto, CA	11233
23	KHKK(FM)	Modesto, CA	11240
24	KHOP(FM)	Oakdale, CA	52528
25	KWYL(FM)	South Lake Tahoe, CA	67816
26	KJOY(FM)	Stockton, CA	32215
27	KWNN(FM)	Turlock, CA	60427
28	KATC-FM	Colorado Springs, CO	66249
29	KCSF(AM)	Colorado Springs, CO	62039
30	KKFM(FM)	Colorado Springs, CO	11237
31	KKPK(FM)	Colorado Springs, CO	62038
32	KVOR(AM)	Colorado Springs, CO	35869
33	KKMG(FM)	Pueblo, CO	11229
34	WQGN-FM	Groton, CT	10455
35	WXLM(AM)	Groton, CT	10454
36	WMOS(FM)	Stonington, CT	60251
37	KBOI(AM)	Boise, ID	51211
38	KIZN(FM)	Boise, ID	70626
39	KQFC(FM)	Boise, ID	51217
40	KKGL(FM)	Nampa, ID	51212
41	KTIK(AM)	Nampa, ID	16854
42	KBOI-FM	New Plymouth, ID	39609
43	WFYR(FM)	Elmwood, IL	72080
44	WGLO(FM)	Pekin, IL	68622
45	WVEL(AM)	Pekin, IL	68623
46	WIXO(FM)	Peoria, IL	9894
47	WZPW(FM)	Peoria, IL	3464
48	WWKI(FM)	Kokomo, IN	60133
49	WLTI(AM)	New Castle, IN	43435
50	WMDH-FM	New Castle, IN	74092
51	KWQW(FM)	Boone, IA	30116

	Station	Community of License	Facility ID
52	KBGG(AM)	Des Moines, IA	87105
53	KGGO(FM)	Des Moines, IA	12965
54	KHKI(FM)	Des Moines, IA	12966
55	KJJY(FM)	West Des Moines, IA	22882
56	KMEZ(FM)	Belle Chasse, LA	12157
57	WRQQ(FM)	Hammond, LA	61271
58	WEMX(FM)	Kentwood, LA	58931
59	KRRQ(FM)	Lafayette, LA	36227
60	KSMB(FM)	Lafayette, LA	41057
61	WZRH(FM)	LaPlace, LA	117
62	KXKC(FM)	New Iberia, LA	6350
63	KQXL-FM	New Roads, LA	11607
64	WXOK(AM)	Port Allen, LA	11606
65	KKND(FM)	Port Sulphur, LA	58395
66	KNEK(AM)	Washington, LA	15801
67	KNEK-FM	Washington, LA	16370
68	WXLO(FM)	Fitchburg, MA	43557
69	WWFX(FM)	Southbridge, MA	18310
70	WORC-FM	Webster, MA	50231
71	WHNN(FM)	Bay City, MI	37458
72	WIOG(FM)	Bay City, MI	22675
73	WHTS(FM)	Coopersville, MI	71090
74	WFBE(FM)	Flint, MI	21730
75	WTRX(AM)	Flint, MI	15768
76	WJRW(AM)	Grand Rapids, MI	41679
77	WLAV-FM	Grand Rapids, MI	41680
78	WTNR(FM)	Greenville, MI	24639
79	WKLQ(FM)	Holland, MI	41678
80	WVIB(FM)	Holton, MI	73994
81	WKQZ(FM)	Midland, MI	72924
82	WLCS(FM)	North Muskegon, MI	5396
83	WWSN(FM)	Newaygo, MI	89477
84	WILZ(FM)	Saginaw, MI	58578
85	WLAW(AM)	Whitehall, MI	53962
86	WLAW-FM	Whitehall, MI	53960
87	WRBO(FM)	Como, MS	7075
88	WRKN(FM)	Picayune, MS	27951
89	KBUL-FM	Carson City, NV	11245
90	KKOH(AM)	Reno, NV	11236
91	KNEV(FM)	Reno, NV	11244
92	WWYY(FM)	Belvidere, NJ	54689
93	KKOB-FM	Albuquerque, NM	48596
94	KMGA(FM)	Albuquerque, NM	11231
95	KDRF(FM)	Albuquerque, NM	55052
96	KKOB(AM)	Albuquerque, NM	11251
97	KOBQ(FM)	Albuquerque, NM	11250

	Station	Community of License	Facility ID
98	KNML(AM)	Albuquerque, NM	68608
99	KRST(FM)	Albuquerque, NM	12584
100	KTBL(AM)	Los Ranchos, NM	48604
101	WBBF(AM)	Buffalo, NY	53967
102	WEDG(FM)	Buffalo, NY	56103
103	WGRF(FM)	Buffalo, NY	56102
104	WHTT-FM	Buffalo, NY	53968
105	WAQX-FM	Manlius, NY	52606
106	WHLA(AM)	Niagara Falls, NY	7822
107	WNTQ(FM)	Syracuse, NY	50514
108	WSKO(AM)	Syracuse, NY	50515
109	KKWD(FM)	Bethany, OK	6509
110	KWPN(AM)	Moore, OK	22190
111	KATT-FM	Oklahoma City, OK	8797
112	KYIS(FM)	Oklahoma City, OK	8798
113	WKY(AM)	Oklahoma City, OK	23418
114	WWLS-FM	The Village, OK	37435
115	WLEV(FM)	Allentown, PA	39875
116	WSJR(FM)	Dallas, PA	43969
117	WCTO(FM)	Easton, PA	36997
118	WEEX(AM)	Easton, PA	8596
119	WODE-FM	Easton, PA	8595
120	WXTA(FM)	Edinboro, PA	72892
121	WIOV-FM	Ephrata, PA	55308
122	WQHZ(FM)	Erie, PA	65748
123	WRIE(AM)	Erie, PA	32982
124	WXKC(FM)	Erie, PA	32984
125	WBSX(FM)	Hazleton, PA	133
126	WWKL(FM)	Hershey, PA	64842
127	WBHT(FM)	Mountain Top, PA	20465
128	WBHD(FM)	Olyphant, PA	43521
129	WMGS(FM)	Wilkes-Barre, PA	70880
130	WQXA-FM	York, PA	52169
131	WPRO(AM)	Providence, RI	64843
132	WPRO-FM	Providence, RI	64841
133	WPRV(AM)	Providence, RI	64840
134	WWLI(FM)	Providence, RI	64838
135	WEAN-FM	Wakefield-Peacedale, RI	4376
136	WWKX(FM)	Woonsocket, RI	65198
137	WNKT(FM)	Eastover, SC	38900
138	WIWF(FM)	Charleston, SC	60039
139	WSSX-FM	Charleston, SC	72378
140	WTMA(AM)	Charleston, SC	72376
141	WISW(AM)	Columbia, SC	54793
142	WLXC(FM)	Columbia, SC	54794
143	WOMG(FM)	Lexington, SC	37200

	Station	Community of License	Facility ID
144	WTCB(FM)	Orangeburg, SC	54791
145	WMGL(FM)	Ravenel, SC	61592
146	WWWZ(FM)	Summerville, SC	61278
147	WXSM(AM)	Blountville, TN	29513
148	WGOW(AM)	Chattanooga, TN	54526
149	WSKZ(FM)	Chattanooga, TN	54525
150	WOGT(FM)	East Ridge, TN	54527
151	WNML-FM	Friendsville, TN	7998
152	WGFX(FM)	Gallatin, TN	16893
153	WJCW(AM)	Johnson City, TN	67672
154	WQUT(FM)	Johnson City, TN	67673
155	WGOC(AM)	Kingsport, TN	67671
156	WKOS(FM)	Kingsport, TN	67674
157	WIVK-FM	Knoxville, TN	16890
158	WNML(AM)	Knoxville, TN	16894
159	WGKX(FM)	Memphis, TN	35009
160	WXXM(FM)	Millington, TN	35399
161	WKIM(FM)	Munford, TN	33671
162	WKDF(FM)	Nashville, TN	16896
163	WOKI(FM)	Oliver Springs, TN	10457
164	WGOW-FM	Soddy-Daisy, TN	53956
165	KBER(FM)	Ogden, UT	10779
166	KHTB(FM)	Ogden, UT	2444
167	KENZ(FM)	Provo, UT	6545
168	KBEE(FM)	Salt Lake City, UT	53497
169	KKAT(AM)	Salt Lake City, UT	11232
170	KUBL-FM	Salt Lake City, UT	11238

3. The following list of FCC Licenses held by **Radio License Holding SRC LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

Radio License Holding SRC LLC

	Station	Community of License	Facility ID
1	KNBR-FM	San Francisco, CA	54770
2	KNBR(AM)	San Francisco, CA	35208
3	KSAN(FM)	San Mateo, CA	14484
4	KTCT(AM)	San Mateo, CA	51188
5	WWWQ(FM)	Atlanta, GA	73345
6	WNNX(FM)	College Park, GA	6809
7	WFMS(FM)	Fishers, IN	54622
8	WNDX(FM)	Lawrence, IN	71438
9	WJJK(FM)	Noblesville, IN	28609
10	WNTR(FM)	Indianapolis, IN	47143
11	WXNT(AM)	Indianapolis, IN	47145

	Station	Community of License	Facility ID
12	WZPL(FM)	Greenfield, IN	47144
13	WRRM(FM)	Cincinnati, OH	3142
14	WGRR(FM)	Hamilton, OH	72126
15	WFTK(FM)	Lebanon, OH	10143
16	WSOX(FM)	Red Lion, PA	55351
17	WARM-FM	York, PA	73980
18	WSBA(AM)	York, PA	73979
19	KTCK(AM)	Dallas, TX	8773
20	KLIF-FM	Haltom City, TX	27299
21	KRBE(FM)	Houston, TX	35524

4. The following list of FCC Licenses held by **Radio License Holdings LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

Radio License Holdings LLC

	Station	Community of License	Facility ID
1	KABC(AM)	Los Angeles, CA	33254
2	KGO(AM)	San Francisco, CA	34471
3	KSFO(AM)	San Francisco, CA	34472
4	WSBN(AM)	Washington, DC	73250
5	WKHX-FM	Marietta, GA	73161
6	WLS(AM)	Chicago, IL	73227
7	WLS-FM	Chicago, IL	73228
8	WKQX(FM)	Chicago, IL	19525
9	WDRQ(FM)	Detroit, MI	70040
10	WDVD(FM)	Detroit, MI	8631
11	WJR(AM)	Detroit, MI	8626
12	WLUP(FM)	Cambridge, MN	54838
13	WWWM-FM	Eden Prairie, MN	61541
14	KQRS-FM	Golden Valley, MN	35505
15	WGVX(FM)	Lakeville, MN	61379
16	KXXR(FM)	Minneapolis, MN	35506
17	KSCS(FM)	Fort Worth, TX	71201
18	WBAP(AM)	Fort Worth, TX	71200
19	KTCK-FM	Flower Mound, TX	26468
20	WMAL-FM	Woodbridge, VA	70037

5. The following list of FCC Licenses held by **CMP Houston-KC, LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

CMP Houston-KC, LLC

Station	Community of License	Facility ID
KCHZ(FM)	Ottawa, KS	33332
KCMO-FM	Shawnee, KS	6385
KCJK(FM)	Garden City, MO	87565
KCFX(FM)	Harrisonville, MO	27021
KCMO(AM)	Kansas City, MO	33391
KMJK(FM)	North Kansas City, MO	33713

6. The following list of FCC Licenses held by **KLIF Lico, LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

KLIF Lico, LLC

Station	Community of License	Facility ID
KLIF(AM)	Dallas, TX	35061

7. The following list of FCC Licenses held by **KPLX Lico, LLC** authorize full-service broadcast operations governed by Part 73 of the FCC's rules. Authorizations issued under Part 74 of the FCC rules or other ancillary authorizations have not been included.

KPLX Lico, LLC

Station	Community of License	Facility ID
KPLX(FM)	Fort Worth, TX	54675

EXHIBIT A

Pre-Transaction Structure

EXHIBIT B

Post-Transaction Structure

CUMULUS ORGANIZATIONAL CHART
(Post-Transaction)

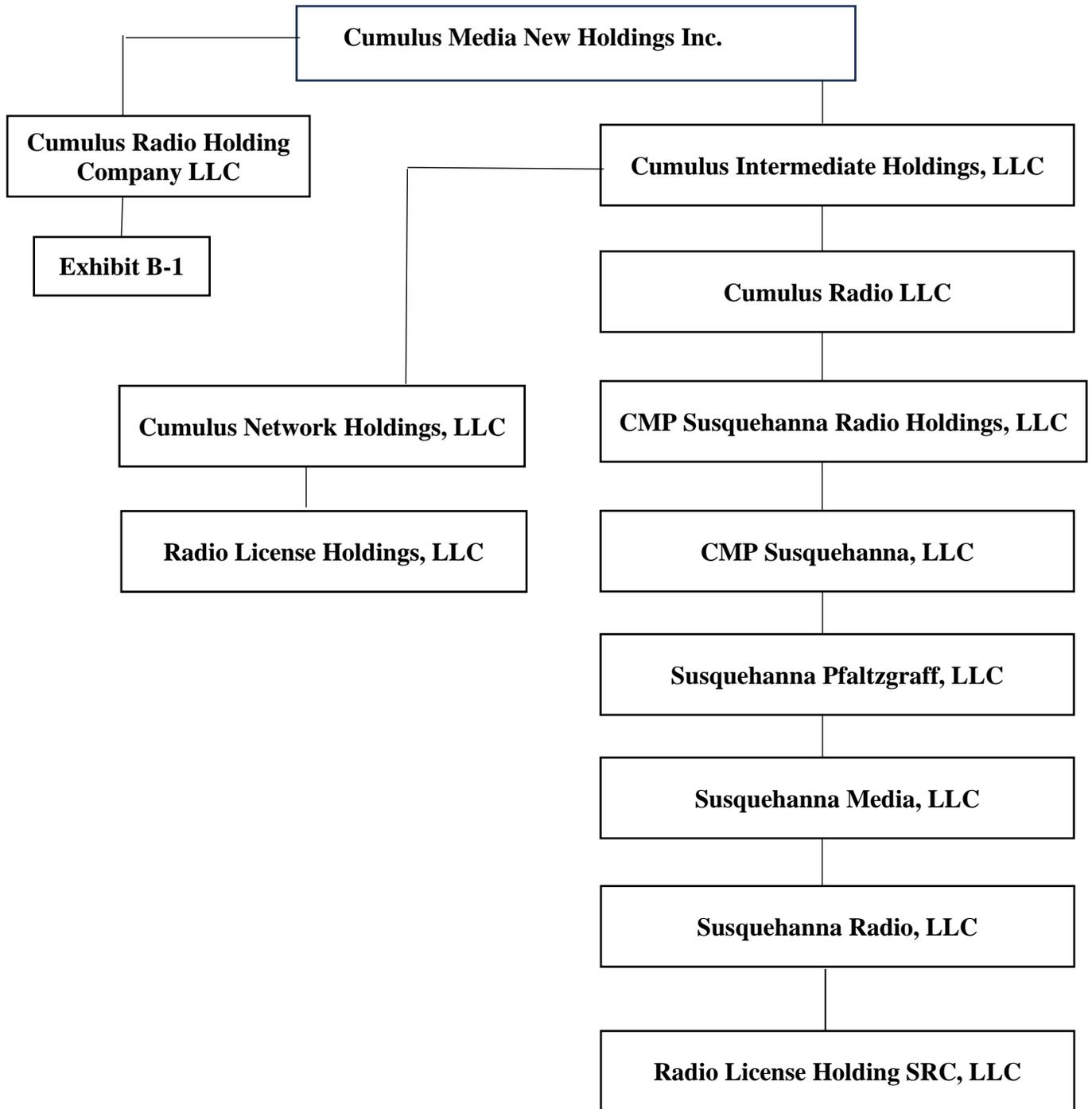


EXHIBIT B-1

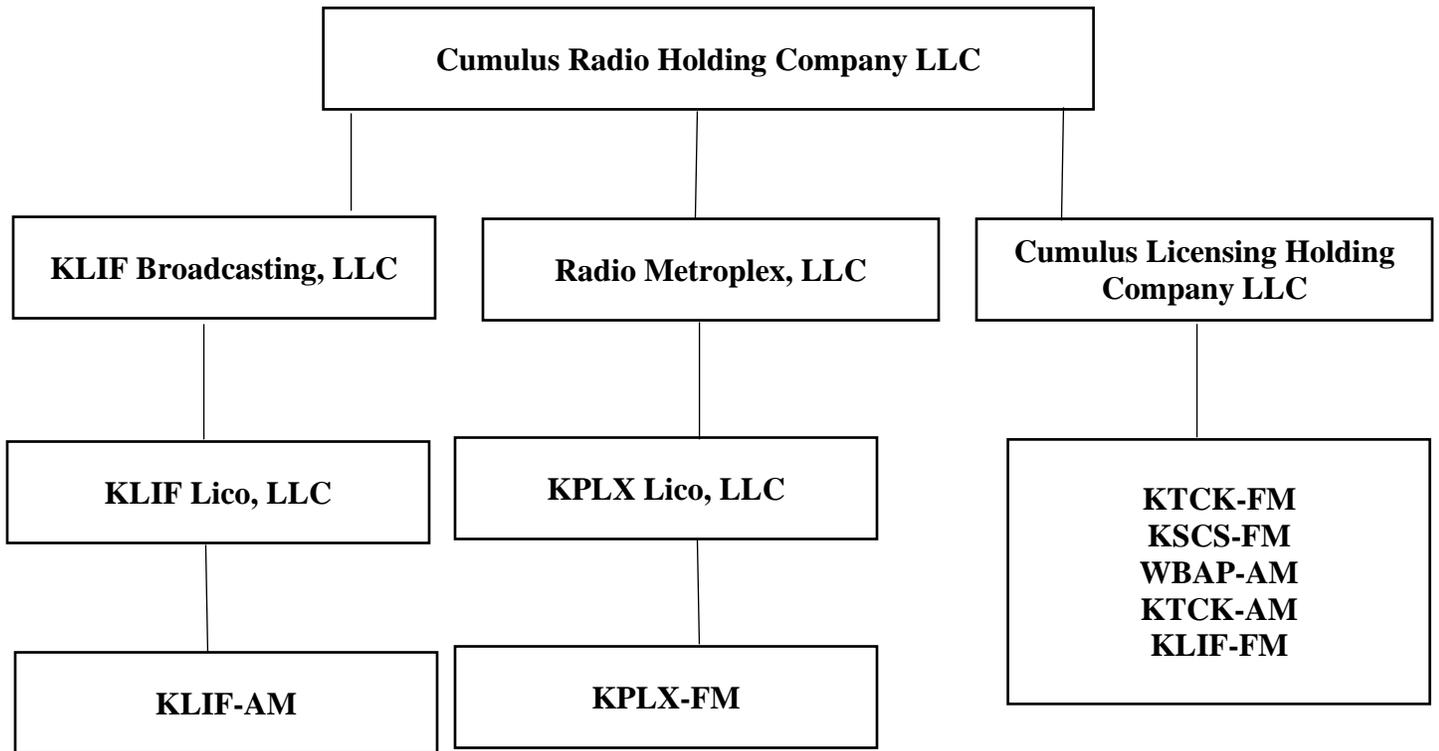


EXHIBIT C

Form of Instruments of Assignment/Transfer

TRANSACTION AGREEMENT

This TRANSACTION AGREEMENT (this “Agreement”), dated as of October [], 2023, is by and among Cumulus Media New Holdings Inc., a Delaware corporation (“Parent”), Cumulus Radio Holding Company LLC, a Delaware limited liability company (“CR”), KLIF Broadcasting LLC, a Delaware limited liability company (“KLI Sub”), Radio Metroplex, LLC, a Delaware limited liability company (“Metroplex Sub”), WBAP-KSCS Assets, LLC, a Delaware limited liability company (“WBAP-KSCS Sub”) and the other parties listed on the signatory pages hereto (the “Other Subsidiaries” and, together with Parent, CR, KLI Sub, Metroplex Sub and WBAP-KSCS Sub, the “Parties”).

RECITALS

- A. The Other Subsidiaries are direct or indirect wholly-owned subsidiaries of Parent.
- B. CR is a newly formed wholly-owned subsidiary of Parent.
- C. CR has been designated as an “Unrestricted Subsidiary” under all relevant debt facilities of Parent
- D. Cumulus Licensing Holding Company LLC (“CL”) is a newly formed Delaware limited liability company and wholly-owned subsidiary of CR.
- E. Parent has determined that it is in the best interests of Parent and the other Parties hereto to effect a corporate reorganization pursuant to which the Assets (as hereinafter defined) are contributed to and held by Metroplex Sub, and the Membership Interests (as hereinafter defined) are contributed to and held by CR, (the “Reorganization”).
- F. To effect the Reorganization, an Action of the Sole Member of Susquehanna Radio LLC (“SR”) has been executed authorizing the contribution of the Assets to Metroplex Sub.
- G. To effect the Reorganization, an Action of the Sole Member of each of the Other Subsidiaries has been executed authorizing the distribution of the Membership Interests to each of its sole members and ultimately to Parent.
- H. To effect the Reorganization, an Action of the Sole Member of Parent has been executed authorizing, promptly upon completion the distribution of the Membership Interests to Parent described above, the contribution of the Membership Interests to CR.
- I. By virtue of the Reorganization, CR will become the sole member of KLI Sub which owns and operates radio broadcast station KLIF(AM).
- J. By virtue of the Reorganization, CR will become the sole member of Metroplex Sub which owns and operates radio broadcast station KPLX(FM), and will by virtue of the Asset contribution described above, own and operate radio broadcast stations KTCK(AM) and KLIF(FM).
- K. By virtue of the reorganization, CR will become the sole member of WBAP-KCSC Sub which owns and operates radio broadcast stations WBAP(AM), KSCS(FM) and KTCK(FM).

L. As an integral part of the Reorganization, Parent has agreed to provide certain management services to KLI Sub, Metroplex Sub and WBAP-KCSC Sub that are essential to operate, as applicable, radio broadcast stations KLIF(AM), KPLX (FM), KTCK(AM), KLIF(FM), KPLX(FM), KTCK(AM) and KLIF(AM) (collectively, the “Stations”).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration had and received, the Parties agree as follows:

ARTICLE 1

DEFINED TERMS AND RULES OF CONSTRUCTION

1.1 Certain Definitions. For purposes of this Agreement, the following terms have the following meanings:

“Assets” means the assets comprising radio station KTCK(AM) and KLIF(FM) as further described on Schedule 1.1(a) hereto.

“Membership Interests” mean the membership interests of KLI Sub, Metroplex Sub and WBAP-KSCS Sub .

“Contract” means any contract, agreement, lease, sublease, license, sublicense, purchase order, instrument or other legally binding commitment.

“Effective Time” means [00:00 hours], Eastern Time, on the date hereof.

“FCC” means the Federal Communications Commission.

“Law” means any federal, state, local or foreign law, statute, rule, regulation or ordinance, or any order, judgment or decree of, a Governmental Authority, together with all related amendments and all related common law.

“Liabilities” means any and all liabilities, provisions and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, absolute, contingent, disputed or otherwise, whenever arising.

“Person” means any individual, trust, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind.

1.2 Construction. Terms defined in the singular will have the corresponding meanings when used in the plural and vice versa. Unless the context otherwise requires, (a) when used in this Agreement, the terms “hereby,” “herein,” “hereof,” “hereunder” and “herewith” and words of similar import will be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (b) when a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference will be deemed a reference to an Article, Section, Schedule or Exhibit of this Agreement, (c) when used in this Agreement, the terms “include,” “includes” and “including” will be deemed to be modified by the words “without limitation,” (d) when used in this Agreement, terms importing gender will be deemed to include the masculine, feminine and

neutral genders, (e) when used in this Agreement, the term “or” will be deemed not to be exclusive and will instead be deemed to have the inclusive meaning represented by the phrase “and/or,” and (f) when used in this Agreement, a reference to “00:00 hours” in relation to a given day means the commencement of such day and not, for the avoidance of doubt, commencement of the day following such day or commencement of the day preceding such day. The Schedules and Exhibits attached hereto constitute a part of this Agreement and are incorporated herein for all purposes. Unless the context otherwise requires, all capitalized terms used in the Schedules have the respective meanings assigned thereto in this Agreement. The captions and headings in this Agreement are for convenience only and are not considered a part of, and will not affect the construction or interpretation of any provision of, this Agreement.

ARTICLE 2

DISTRIBUTIONS, CONTRIBUTIONS, ASSIGNMENTS AND ASSUMPTIONS

2.1 Initial Contribution. Effective as of the Effective Time, SR hereby contributes, conveys, transfers, assigns and delivers to Metroplex Sub, and Metroplex Sub accepts, all of SR’s right, title and interest in and to the Assets (the “Initial Contribution”).

2.2 Distributions. Effective as of the Effective Time, immediately following the Initial Contribution, each Other Subsidiary hereby distributes, conveys, transfers, assigns and delivers to its respective sole member (collectively, the “Distributions”), and such sole member accepts, all of the Other Subsidiary’s right, title and interest in and to the Membership Interests.

2.3 Contributions. Effective as of the Effective Time, immediately following completion of the Distributions, Parent hereby contributes, conveys, transfers, assigns and delivers to CR, and CR accepts, all of Parent’s right, title and interest in and to the Membership Interests (collectively the “Contributions”).

2.4 FCC Licenses. To effect the Reorganization, short-form assignment applications with respect to the radio broadcast licenses issued by the FCC for the Stations have been filed and approved by the FCC, including, without limitation, the transfer of certain radio broadcast licenses to CL.

2.5 Assumed Liabilities. Effective as of the Effective Time, Metroplex Sub hereby assumes and agrees to pay, perform and discharge as and when due, all Liabilities arising prior to the Effective Time from, or exclusively related to, the ownership and operation of Assets and radio broadcast stations KTCK(AM) and KLIF(FM).

ARTICLE 3

CERTAIN COVENANTS

3.1 Further Assurances. After the Effective Time, each Party will execute and deliver such documents and take such other actions as may reasonably be requested by the other Party in order to carry out the provisions of this Agreement and consummate and make effective the Reorganization, Distributions and Contributions.

3.2 Wrong Pockets; Certain Payments. If at any time after the Effective Time an Other Subsidiary receives any payment relating to any of the Stations, such payment will be promptly remitted to CR or CR Sub, as applicable, unless such payment is payable to Parent.

ARTICLE 4

MANAGEMENT SERVICES

4.1 Services. As an integral component of the Distributions and Contributions, for an initial period of one year after the date hereof (the “Initial Term”), Parent covenants and agrees to provide corporate services to each of KLI Sub, Metroplex Sub and WBAP-KSCS Sub as necessary for the operation of the Stations owned and operated by each of them. The Initial Term will automatically be extended for additional one year terms (collectively, the “Term”), unless terminated in writing at least six months prior to the end of the then current Term by Parent on the one hand, or KLI Sub, Metroplex Sub or WBAP-KSCS Sub, respectively, on the other hand, with respect to the Stations owned and operated by each of them. For the avoidance of doubt, the termination of Management Services (as defined below) with respect to one or more Stations, will not impact the continued provision of Management Services for the other Stations. Specifically, Parent agrees to provide “above” the market level operations including finance, accounting, treasury, internal audit, use of corporate headquarters, legal, insurance, human resources, risk management, information technology and the other corporate services described on Schedule 4.1 (collectively, the “Management Services”).

4.2 Fee. In consideration for the performance of the Management Services, each of KLI Sub, Metroplex Sub and WBAP-KSCS Sub will pay to Parent the management fee described on Schedule 4.2 (collectively, the “Management Fees”). Parent, KLI Sub, Metroplex Sub and WBAP-KSCS Sub acknowledge and agree that the Management Fees represent a good faith allocation of above the market expenses historically attributable to the Stations.

ARTICLE 5

MISCELLANEOUS

5.1 Amendments. This Agreement may be amended only by a writing executed by each of the Parties.

5.2 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior Contracts, arrangements, communications, discussions, representations and warranties, whether oral or written, between the Parties with respect to the subject matter hereof.

5.3 Governing Law. This Agreement will in all respects be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws principles.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. Signatures transmitted by electronic mail or other electronic transmission (including DocuSign) will be deemed originals for purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

CUMULUS MEDIA NEW HOLDINGS INC.

By: _____
Name:
Title:

CUMULUS RADIO HOLDING COMPANY LLC

By: _____
Name:
Title:

KLIF BROADCASTING LLC

By: _____
Name:
Title:

RADIO METROPLEX, LLC

By: _____
Name:
Title:

WBAP-KSCS ASSETS, LLC

By: _____
Name:
Title:

OTHER SUBSIDIARIES

SUSQUEHANNA RADIO LLC

By: _____

Name:

Title:

SUSQUEHANNA MEDIA LLC

By: _____

Name:

Title:

SUSQUEHANNA PFALTZGRAFF LLC

By: _____

Name:

Title:

CMP SUSQUEHANNA LLC

By: _____

Name:

Title:

CMP SUSQUEHANNA RADIO HOLDINGS LLC

By: _____

Name:

Title:

CUMULUS RADIO LLC

By: _____

Name:

Title:

CUMULUS NETWORK HOLDINGS

By: _____

Name:

Title:

CUMULUS INTERMEDIATE HOLDINGS LLC

By: _____

Name:

Title:

Schedule 1.1(a)

ASSETS

Schedule 4.1

SERVICES

Schedule 4.2

FEE