

Exhibit 2.7

INDEMNIFICATION ESCROW AGREEMENT

THIS INDEMNIFICATION ESCROW AGREEMENT (the "Indemnification Escrow Agreement") dated as of the ____ day of _____, 200__ by and among GREGORY D. GENTLING, as representative of the Seller Parties (as defined in the Acquisition Agreement) (the "Seller") on the one hand, and CUMULUS BROADCASTING, INC., a Nevada corporation ("Buyer") on the other hand, and THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A. (the "Escrow Agent").

WITNESSETH:

WHEREAS, Buyer and Seller, among others, have entered into that certain Acquisition Agreement, dated as of October ____, 2003 (the "Acquisition Agreement");

WHEREAS, pursuant to the Acquisition Agreement and as part of the transactions contemplated thereby, the parties thereto have agreed to enter into this Indemnification Escrow Agreement and to deposit the Indemnification Escrow Amount (as hereinafter defined) with the Escrow Agent as security for the payment of any claims by Buyer for indemnification as provided in Article 12 of the Acquisition Agreement;

WHEREAS, the parties hereto desire to more specifically set forth their rights and obligations with respect to the Escrow Fund (as hereinafter defined) and the distribution and release thereof; and

WHEREAS, the execution and delivery of this Indemnification Escrow Agreement is a condition to the parties' obligations under the Acquisition Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, agree as follows:

1. Definitions.

As used herein, capitalized terms not set forth in this Indemnification Escrow Agreement shall have the meaning set forth in the Acquisition Agreement.

2. Appointment of Escrow Agent.

Buyer and Seller hereby appoint and designate The Bank of New York Trust Company of Florida, N.A. as the Escrow Agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment.

3. Establishment of Escrow Account.

(a) On the Closing Date, Seller shall deposit with the Escrow Agent the sum of Two Million Dollars (\$2,000,000) in cash (the "Indemnification Escrow Amount"). Such \$2,000,000 together with any interest earned on that amount is hereinafter referred to as the "Escrow Fund." The Escrow Agent shall hold the Escrow Fund in a separate account and maintain records with respect to such account setting forth the dollar amount in such account and any interest and other items added to such account.

(b) The cash constituting the Indemnification Escrow Amount shall be invested by the Escrow Agent as directed by Seller in one or more of the investments as set forth on Exhibit A hereto (the "Permitted Investments").

4. Release of the Escrow Fund.

The Escrow Fund shall only be distributed or released by the Escrow Agent as follows:

(a) *Indemnification Claims.* At any time and from time to time prior to the Distribution Date (as hereinafter defined), if the Buyer makes a claim for indemnification pursuant to and in accordance with, and subject to the limitations in Article 11 of the Acquisition Agreement (an "Indemnification Claim"), the Buyer shall deliver to the Escrow Agent and Seller a written notice (an "Indemnification Notice") setting forth in reasonable detail the amount, nature and the basis for such claim. The Buyer shall also deliver to the Escrow Agent written proof of delivery to Seller of a copy of such Indemnification Notice (which proof may consist of a photocopy of the registered or certified mail or overnight courier receipt or the signed receipt if delivered by hand). If the Escrow Agent has not received a written objection to such Indemnification Claim from the Seller within fifteen (15) calendar days following the Escrow Agent's receipt of such proof of delivery to Seller, then on the sixteenth (16th) calendar day following such receipt the Escrow Agent shall, in accordance with the provisions of paragraph (d) below, distribute from the Escrow Fund that portion of the Escrow Fund which has a value equal to the amount of such Indemnification Claim to the Buyer.

(b) *Disputes.* If Seller delivers to Escrow Agent and Buyer a written objection (a "Dispute Notice") to any Indemnification Claim or portion thereof within fifteen (15) days following the Escrow Agent's receipt of proof of delivery of such Indemnification Notice, then, except as otherwise provided in paragraph (c) below, the Escrow Agent shall not distribute to Buyer any portion of the Escrow Fund that is the subject of the Dispute Notice until the Escrow Agent receives either (i) written instructions signed by Seller and Buyer authorizing the distribution to Buyer of an amount from the Escrow Fund in respect of the Indemnification Claim that is the subject of the Dispute Notice or (ii) a final decision of a court of competent jurisdiction which is either nonappealable or with respect to which the time for appeal has expired without the filing of a timely appeal directing the distribution to Buyer of an amount from the Escrow Fund in respect of the Indemnification Claim that is the subject of the Dispute Notice. Within two (2) Business Days of receipt of such written instructions or such final decision, as the case may be, the Escrow Agent shall distribute to Buyer an amount from the Escrow Fund in respect of the Indemnification Claim subject to dispute in accordance with such

written instructions or final decision. In the event that Seller is the prevailing parties in whole or in part in connection with any such dispute, the portion of the Escrow Fund that was the subject of such Dispute Notice and that is not distributed to Buyer as provided in the immediately preceding sentence shall remain in the Escrow Fund and shall be available to satisfy subsequent Indemnification Claims until released as provided in paragraph (e) below. Any Dispute Notice shall describe in reasonable detail the basis for any objection to the matters set forth in the Indemnification Notice and the portion of such Indemnification Claim (if less than all) which is the subject of such Dispute Notice.

(c) *Partial Distribution.* If any Dispute Notice includes an objection to only a portion of an Indemnification Claim, Escrow Agent shall, within two (2) Business Days of receipt of such objection, distribute to Buyer an amount of the Escrow Fund which has a value equal to that portion of the Indemnification Claim for which there is no objection; provided that no such partial release by Escrow Agent shall terminate or otherwise prejudice any rights of Buyer with respect to amounts claimed in any Indemnification Notice which are in excess of the amounts so released.

(d) *Manner of Distributions.* All distributions of the Escrow Fund shall be made as set forth in this paragraph (d). Distributions of cash to Buyer and Seller shall be made by wire transfer to an account or accounts designated by Buyer and Seller, respectively.

(e) Release of Remaining Escrow Fund.

(i) On the first (1st) anniversary of the Closing Date (the “Distribution Date”), the Escrow Agent shall release to Sellers on a pro rata basis as set forth on Exhibit B hereto the Escrow Fund (if any) as of the Distribution Date, less all Unresolved Claims. For purposes of this Agreement, the term “Unresolved Claims” shall mean, as of the Distribution Date, the aggregate amount of all Indemnification Claims that are the subject of a Dispute Notice or that are otherwise unsatisfied as of the Distribution Date, including any Indemnification Claims for which an Indemnification Notice has been delivered but for which the thirty (30)-day objection period has not expired as of the Distribution Date.

(ii) Within two (2) Business Days of the Escrow Agent's receipt of written instructions signed by Seller and Buyer or a final determination of a court of competent jurisdiction which is either nonappealable or with respect to which the time for appeal has expired without the filing of a timely appeal of any Unresolved Claims that are the subject of a Dispute Notice or upon the expiration of the fifteen (15)-day objection period for any Unresolved Claim for which no Dispute Notice has been delivered, the Escrow Agent shall distribute to the Buyer that portion of the Escrow Fund to be distributed to Buyer pursuant to such final determination or that portion of the Escrow Fund equal in value to the amount of such Unresolved Claim for which no Dispute Notice has been delivered. After the resolution of all Unresolved Claims, any remaining Escrow Fund not distributed to Buyer pursuant to the immediately preceding sentence shall be released promptly thereafter by the Escrow Agent to Seller.

5. Escrow Agent's Expenses.

The expenses of the Escrow Agent shall be as set forth on Exhibit C. The expenses shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. In case of any disagreement or dispute arising under the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to be paid additional compensation for its extraordinary services hereunder and shall be entitled to prompt reimbursement for all costs and expenses incurred by reason of such disagreement or dispute. Any additional compensation due pursuant to the preceding sentence shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller.

6. Termination.

This Agreement shall terminate upon the final distribution by Escrow Agent of the Escrow Fund pursuant to the provisions of this Agreement. Any termination of this Agreement shall not affect any of the obligations of Seller or Buyer under this Agreement arising prior to such termination, including the obligation to pay Escrow Agent's expenses pursuant to Section 5 above.

7. Escrow Agent.

(a) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement. No implied duties of the Escrow Agent shall be read into this Agreement and the Escrow Agent shall not be subject to, or obliged to recognize any other agreement between, or direction or instruction of, any or all the parties hereto even though reference thereto may be made herein.

(b) In the event all or any part of the Escrow Fund shall be attached, garnished or levied upon pursuant to any court order, or the delivery thereof shall be stayed or enjoined by a court order, or any other order, judgment or decree shall be made or entered by any court affecting the Escrow Fund, or any part thereof, or any act of Escrow Agent, Escrow Agent is hereby expressly authorized to obey and comply with all final writs, orders, judgments or decrees so entered or issued by any court; and, if Escrow Agent obeys or complies with such writ, order, judgment or decree, it shall not be liable to any of Seller or Buyers or to any other person by reason of such compliance.

(c) Escrow Agent shall not be liable to anyone for any damages, losses or expenses incurred as a result of any act or omission of Escrow Agent, unless such damages, losses or expenses are caused by Escrow Agent's willful misconduct or gross negligence. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any action taken or omitted in good faith upon the advice of counsel for Escrow Agent given with respect to any question relating to the duties and responsibilities of Escrow Agent under this Agreement or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for herein, not only as to its due execution by an authorized person and as to the validity and effectiveness of such instrument, but also as to the truth and accuracy of any information contained therein that Escrow Agent shall in good faith believe to be genuine, to have been signed by a proper person or persons and to conform to the provisions of this Agreement.

(d) The Escrow Agent may consult with legal counsel of its own choosing and shall be fully protected in acting or refraining from acting in good faith and in accordance with the opinion of such counsel.

(e) In the event of a dispute between the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender the Escrow Fund into the registry or custody of any court of competent jurisdiction, to initiate such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction over the Escrow Fund. The filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing.

8. Indemnification of Escrow Agent.

Seller and Buyer hereby agree jointly and severally to protect, defend, indemnify and hold harmless the Escrow Agent, its officers, directors, agents and employees from and against any and all costs, losses, claims, damages, disbursements, liabilities and expenses, including reasonable costs of investigation, court costs and attorney's fees, which may be imposed upon or incurred by Escrow Agent in connection with its acceptance of, or appointment as, Escrow Agent hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof; provided, however, that said indemnity shall not cover costs, losses, claims, damages, disbursements, liabilities and expenses arising out of Escrow Agent's willful misconduct or gross negligence. This indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent. Without affecting their joint and several indemnification liability to the Escrow Agent under this Section 8, Seller and Buyer agree as among themselves that any such indemnification liability shall be allocated among them on a fair and equitable basis reflecting the merits of their respective positions and the responsibility of each of them for the controversy or other circumstances with respect to which indemnification is required.

9. Resignation of Escrow Agent.

It is understood that the Escrow Agent reserves the right to resign as Escrow Agent at any time by giving written notice of its resignation, specifying the effective date thereof, to each other party hereto. Within thirty (30) days after receiving the aforesaid notice, Seller and Buyer shall appoint a successor Escrow Agent to which the Escrow Agent may distribute the property then held hereunder, less its fees, costs and expenses (including counsel fees and expenses) which may remain unpaid at that time. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and the fees, costs and expenses (including reasonable counsel fees and expenses) which it incurs in connection with such a proceeding shall be payable one-half (½) by Buyer and one-half (½) by Seller.

10. Notices.

All notices provided for hereunder shall be in writing (including facsimile transmission) and shall be deemed to be given: (a) when delivered to the individual, or to an officer of the company, to which the notice is directed; or (b) three days after the same has been deposited in the United States mail sent certified or registered mail with return receipt requested, postage prepaid and addressed as provided in this Section; or (c) when delivered by an overnight delivery service (including Federal Express or United States Express Mail) with receipt acknowledged and with all charges prepaid by the sender addressed as provided in this Section; or (d) when delivered by facsimile communications equipment. Notices shall be directed as follows:

(i) ***If to Buyer, to:***

Cumulus Broadcasting Inc.
3235 Piedmont Road
Building 14, Floor 14
Atlanta, GA 30305
Attention: Richard S. Denning, Vice President and General Counsel
Fax: (404) 443-0742
Phone: (404) 260-6600

With a copy to:

Jones Day
3500 SunTrust Plaza
303 Peachtree Street
Atlanta, GA 30308-3242
Attention: John E. Zamer, Esq.
Fax: (404) 581-8330
Phone: (404) 521-3939

(ii) ***If to Seller to:***

Greg Gentling
122 4th Street S.W.
Rochester, Minnesota _____
Ph: (507) 282-4473
Fax: (____) _____

With a copy to:

Dunlap & Seeger, P.A.
206 South Broadway
Rochester, Minnesota 55902
Attn: Daniel E. Berndt
Ph: (507) 285-4248
Fax: (507) 288-9342

(iii) ***If to Escrow Agent:***

The Bank of New York Trust Company of Florida, N.A.
100 Ashford Center North, Suite 520
Atlanta, GA 30338
Attention: Peggy McWhorter, Vice President
Phone: (770) 698-5186
Fax: (770) 698-5195

or at such other place or places or to such person or persons as shall be designated by notice by any party hereto.

11. Entire Agreement; Binding Effect.

This Agreement, the Acquisition Agreement and matters and agreements referred to herein and therein contain the entire understanding by and among the parties hereto and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement may be effected without the express written consent of each of the parties hereto; provided, however, that Buyer may assign its rights hereunder at any time to an affiliate of Buyer.

12. Modification and Assignment.

None of the terms or conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the parties hereto. This Agreement may not be assigned by any party except with the prior written consent of the other parties.

13. Enforceability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Georgia law, but if any provision shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Governing Law.

This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Georgia.

15. Headings Descriptive.

The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

16. Business Day.

Business Day shall mean a day on which commercial banks in Atlanta, Georgia are open for the general transaction of business. If any action or time for performance pursuant to this Agreement is to occur on any Saturday, Sunday or holiday, such time for action or performance shall be extended to the next Business Day.

17. Quarterly Statements.

The Escrow Agent shall provide Seller and Buyer with quarterly statements describing purchases, sales, and disbursements made for the Escrow Fund.

18. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, Seller, Buyer and Escrow Agent have caused this Agreement to be executed by their authorized representatives as of the date first above written.

CUMULUS BROADCASTING, INC.

By: _____
Name: _____
Title: _____

GREGORY D. GENTLING

**THE BANK OF NEW YORK TRUST
COMPANY OF FLORIDA, N.A.**

By: _____
Name: _____
Title: _____