

**LIST OF SCHEDULES, EXHIBITS AND ATTACHMENTS  
TO ASSET PURCHASE AGREEMENT, LOCAL MARKETING AGREEMENT, JOINT  
SALES AGREEMENT, AND ESCROW AGREEMENT**

The assignor, assignee and certain affiliated entities entered in an Asset Purchase Agreement, Local Marketing Agreement, Escrow Agreement, and Joint Sales Agreement on March 24, 2003. Certain schedules, exhibits and attachments (collectively, "Schedules") to these agreements have not been filed with this application. Set forth below is a comprehensive list of all of the Schedules and explanations concerning why certain Schedules have been omitted from this application.

**SCHEDULES TO ASSET PURCHASE AGREEMENT**

<b>SCHEDULE</b>	<b>DESCRIPTION</b>	<b>REASON FOR EXCLUSION</b>
2.1(d)	REAL PROPERTY LEASES	<p>Section 309(a) of the Communications Act of 1934, as amended, requires the FCC to determine, with respect to each application filed with the Commission, "whether the public interest, convenience and necessity will be served by the granting of such application . . . ." 47 U.S.C. §309(a). The Commission therefore has the statutory obligation to assess an applicant's qualifications based upon the applicant's identity, its principals, its citizenship, alien involvement (if any), financial qualifications, other media interests, character qualifications, and compliance with the Anti-Drug Abuse Act of 1988, 21 USC §862.</p> <p>It is respectfully submitted that the information required by and contained in Schedule 2.1(d) is not material to the Commission's consideration of the instant application. The real estate leases listed in this schedule are private contractual agreements that, absent compelling circumstances to the contrary, are not relevant to the Commission's assessment of the qualifications of the parties to the application. Accordingly, there is no public interest requirement for this information to be freely available in the public domain.</p>
2.1(e)	ASSUMED CONTRACTS – Contracts to be assumed by the Buyer.	<p>See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The contracts which the Buyer has agreed to assume are private contractual matters that,</p>

SCHEDULE	DESCRIPTION	REASON FOR EXCLUSION
		absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.
2.2(m)	OTHER EXCLUDED ASSETS – Additional assets to be retained by the Seller.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The inventory of excluded assets, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
2.6(a)	ADDITIONAL PRORATED ITEMS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The various items to be prorated at closing, including personal property taxes, real property taxes, monthly rental payments under real estate leases, etc., are not relevant to a determination of the qualifications of the parties to the application.
4.3	CONFLICTS AND CONSENTS – List of agreements requiring third-party consents.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The conflict and consent agreements relating to this transaction are private contractual matters that, absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.
4.4	FINANCIAL STATEMENTS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. These statements contain confidential and proprietary information regarding the Buyer which, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
4.6(b)(i)	COMMISSION AUTHORIZATIONS - FCC licenses	The FCC authorizations that are being assigned in this transaction are identified in the FCC Form 314 assignment application.
4.6(b)(ii)	OTHER AUTHORIZATIONS	The only non-FCC authorization which is being assigned in this transaction is a local business license. <i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances, the assignment of a local business license is not relevant to a determination of the qualifications of the parties to the application.
4.7	OTHER ASSETS USED TO OPERATE THE STATIONS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The inventory of assets, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.

SCHEDULE	DESCRIPTION	REASON FOR EXCLUSION
		relevant to a determination of the qualifications of the parties to the application.
4.10	INSURANCE CLAIMS	There are no insurance claims listed on this schedule. In the absence of compelling circumstances to the contrary, any such claims would not be relevant to a determination of the qualifications of the parties to the application.
4.11	CHANGES OR EVENTS SINCE BALANCE SHEET DATE – List of changes or events which have occurred since December 31, 2002.	See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The list of changes or events which have occurred since December 31, 2002, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
4.12	TRADEMARKS, SERVICE MARKS, COPYRIGHTS, etc.	See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, any trademarks, service marks, applications therefor, and Internet domain names, are not relevant to a determination of the qualifications of the parties to the application.
4.13	ENVIRONMENTAL MATTERS	There are no environmental matters listed on this schedule.
4.14	EMPLOYEES – List of names, salaries, commission schedules, and employment agreements.	See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule, which identifies the various employees of the stations and reflects their respective compensation levels. The schedule contains confidential and proprietary information which is not relevant to a determination of the qualifications of the parties to the application.
4.15(a)	COMPANY BENEFIT PLANS	See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The company's benefit plans, absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.
4.16	LOANS AND ADVANCES TO EMPLOYEES	Any loans or advances to employees are confidential and proprietary in nature and are not relevant to a determination of the qualifications of the parties to the application.
4.18	TAXES	There are no items listed on this schedule. Any taxes that might be due are not relevant to a determination of the qualifications of the parties to the application.
4.21	SELLER BROKERAGE OR FINDER'S FEE	There are no items listed on this schedule. Any such brokerage or finder's fee would not be relevant to a determination of the qualifications of the parties to the application.
5.6	BUYER BROKERAGE OR FINDERS'S FEE	There are no items listed on this schedule. Any such brokerage or finder's fee would not be relevant to a

SCHEDULE	DESCRIPTION	REASON FOR EXCLUSION
		determination of the qualifications of the parties to the application.
6.17(b)	ASSUMED EMPLOYMENT AGREEMENTS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, any assumed employment agreements are private contractual matters that are not relevant to a determination of the qualifications of the parties to the application.
6.21	SHARED CONTRACTS – Agreements that relate to Stations WSM-FM, WWTN(FM), and WSM(AM), Nashville, Tennessee.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The agreements listed in this exhibit are private contractual matters that, absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.
7.1(b)	PROVISO TO SECTION 7.1(b) – Seller's acknowledgment of obligation to indemnify Buyer.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, the Seller's obligation to indemnify the Buyer is not relevant to a determination of the qualifications of the parties to the application.
7.1(e)	REQUIRED CONSENTS – List of material contracts requiring consent for assignment.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. The agreements listed in this schedule are private contractual arrangements that, absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.
7.2(b)	PROVISO TO SECTION 7.2(b) – Buyer's acknowledgment of obligation to indemnify Seller.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, the Buyer's obligation to indemnify the Seller is not relevant to a determination of the qualifications of the parties to the application.
11.1(a)	BUYER LIABILITIES – Liabilities and obligations arising out of the Buyer's ownership of the purchased assets.	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, the liabilities and obligations arising out of the Buyer's acquisition of the stations' assets are a private contractual matter that is not relevant to a determination of the qualifications of the parties to the application.
11.2(c)	INDEMNIFICATION CAP AND INDEMNIFICATION THRESHOLD	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. Absent compelling circumstances to the contrary, the indemnification cap and

SCHEDULE	DESCRIPTION	REASON FOR EXCLUSION
		indemnification threshold are confidential and proprietary in nature, and are not relevant to a determination of the qualifications of the parties to the application.

### EXHIBITS TO ASSET PURCHASE AGREEMENT

EXHIBIT	DESCRIPTION	REASON FOR EXCLUSION
2.7	ASSIGNMENT AND ASSUMPTION AGREEMENT	Attached hereto.
2.13	SERVICE MARK LICENSE	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this exhibit. The agreement is a private contractual arrangement that, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
7.1(f)	OPINION OF COUNSEL TO SELLER – List of items to be opined to by Seller's corporate counsel.	Attached hereto.
7.2(f)	OPINION OF COUNSEL TO BUYER - List of items to be opined to by Buyer's corporate counsel.	Attached hereto.
8.2(a)	BILL OF SALE	Attached hereto.
8.2(o)	CERTIFICATE	Attached hereto.

### ATTACHMENTS TO LOCAL MARKETING AGREEMENT

ATTACH.	DESCRIPTION	REASON FOR EXCLUSION
I	PROGRAMMER'S PROGRAMMING	Attached to LMA.
II	EXPENSE REIMBURSEMENT	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this schedule. This attachment contains confidential and proprietary information regarding the compensation of the licensee's employees which, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
III	MONTHLY PAYMENT AMOUNT	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is

ATTACH.	DESCRIPTION	REASON FOR EXCLUSION
		applicable to this schedule. This attachment contains confidential and proprietary information that, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
IV	PROGRAMMING AGREEMENTS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this attachment. The agreements listed in Attachment IV constitute a series of private contractual arrangements which are confidential and proprietary in nature, and are not relevant to a determination of the qualifications of the parties to the application.
V	PROGRAM AND OPERATING STANDARDS	Attached to LMA.

#### ATTACHMENTS TO JOINT SALES AGREEMENT

ATTACH.	DESCRIPTION	REASON FOR EXCLUSION
I	MONTHLY PAYMENT AMOUNTS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this attachment. This attachment contains confidential and proprietary information which, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
II	PROGRAM AND OPERATING STANDARDS	Attached to JSA.
III	SYNDICATION TERMS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this attachment. This attachment contains confidential and proprietary information which, absent compelling circumstances to the contrary, is not relevant to a determination of the qualifications of the parties to the application.
IV	FINANCIAL STATEMENTS	<i>See</i> the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this attachment. The financial statements included in this attachment contain confidential and proprietary information regarding the broker that, absent compelling circumstances to the contrary, are not relevant to a determination of the qualifications of the parties to the application.

### EXHIBITS TO ESCROW AGREEMENT

EXHIBIT	DESCRIPTION	REASON FOR EXCLUSION
A	LETTER OF CREDIT	<i>See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this exhibit. The letter of credit is a private contractual agreement which is not relevant to a determination of the qualifications of the parties to the application.</i>
B	FORM OF CERTIFICATE OF INSTRUCTION	<i>See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this exhibit. The form certificate is unexecuted, and reflects a private arrangement between the Seller and a financial institution which is not relevant to a determination of the qualifications of the parties to the application.</i>
C	ESCROW FEES AND EXPENSES	<i>See the narrative and explanation respecting Schedule 2.1(d). It is respectfully submitted that the same rationale is applicable to this exhibit. The amount of the escrow agent's fees under the Escrow Agreement is confidential and proprietary information which is not relevant to a determination of the qualifications of the parties to the application.</i>

## **Exhibit 2.7**

### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, (this "*Agreement*") is made and entered into on \_\_\_\_\_, 2003 (the "*Closing Date*"), by and among GAYLORD INVESTMENTS, INC., a Delaware corporation ("*Seller*"), and CUMULUS BROADCASTING, INC., a Nevada corporation ("*Buyer*").

### **R E C I T A L S:**

WHEREAS, Seller, Buyer and certain other parties have entered into that certain Asset Purchase Agreement, dated as of March \_\_, 2003 (the "*Purchase Agreement*"), providing for, among other things, the sale by Seller, and the purchase by Buyer, of the Purchased Assets (as such term is defined in Section 2.1 of the Purchase Agreement);

WHEREAS, the execution and delivery of this Agreement by the parties hereto is a condition to the obligation of the parties hereto to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

2. **Assignment and Assumption of Contracts.** Seller hereby conveys, delivers and assigns to Buyer, its successors and assigns, and Buyer hereby accepts and assumes all of Seller's title, rights and interests in and to the Assumed Contracts (as such term is defined in Article I of the Purchase Agreement), which include, without limitation, the contracts, agreements and orders listed and described on Schedule A hereto on the terms and conditions set forth in the Purchase Agreement.

3. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee.

4. **Conflict.** If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained in this Agreement shall be deemed to amend any provision of the Purchase Agreement.

5. **Further Assurances.** Buyer, on the one hand, and Seller, on the other hand, shall execute and deliver from time to time hereafter, upon reasonable request of such other party, all such further documents and instruments, and shall do and perform all such acts as may be necessary, to give full effect to the intent and meaning of this Agreement.



**[SIGNATURES ON THE NEXT PAGE]**

IN WITNESS WHEREOF, Buyer and Seller have each caused this Agreement to be duly executed in its corporate name by a duly authorized representative as of the date first above written.

**SELLER:**

**GAYLORD INVESTMENTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**CUMULUS BROADCASTING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**Assumed Contracts**

SCHEDULE A

**Exhibit 7.1(f)**

**Opinion of Counsel to Seller**

1. Each of Parent and Seller is a corporation validly existing and in good standing under the laws of the State of Delaware and is qualified to transact business and is in good standing in the State of Tennessee.
2. Seller has the corporate power and corporate authority to own, lease and operate its properties and to carry on the business and operations of the Stations as now being conducted.
3. Seller has the corporate power and corporate authority to execute and deliver the Agreement and to perform its obligations thereunder, and Parent has the corporate power and corporate authority to execute and deliver the Guaranty and to perform its obligations thereunder.
4. The execution and delivery of the Agreement and the performance by the Seller of its obligations thereunder have been duly authorized by all necessary corporate action on the part of the Seller, and the execution and delivery of the Guaranty and the performance by the Parent of its obligations thereunder have been duly authorized by all necessary corporate action on the part of the Parent.
5. To our knowledge, there is no litigation or arbitration pending against Parent or Seller in respect of the Stations that if determined adversely to Parent or Seller (i) would reasonably be expected to have a material adverse effect on the assets, properties or business of the Stations, or (ii) would have a material adverse effect on the validity or enforceability of the Agreement or the transactions contemplated thereby.
6. The Agreement constitutes a valid and binding obligation of Seller enforceable against Seller, in accordance with its terms, and the Guaranty constitutes a valid and binding obligation of Parent enforceable against Parent, in accordance with its terms, subject in each case to (a) the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting the rights of creditors generally and (b) general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief and other equitable remedies), regardless of whether considered in a proceeding at law or in equity, except that we express no opinion with respect to the validity, binding effect or enforceability of Article 11 of the Agreement to the extent it purports to release any party from, or indemnify a party against, liability for its own wrongful or grossly negligent acts or where such release or indemnification is contrary to law or public policy underlying such law.

**Exhibit 7.2(f)**

**Opinion of Counsel to Buyer**

1. Each of Buyer and License Co. is a corporation validly existing and in good standing under the laws of the State of Nevada and Buyer is qualified to do business in the State of Tennessee.
2. Each of Buyer and License Co. has all requisite power and authority and are entitled to own, lease, and operate its properties and to carry on the business and operations of the Stations as and in the places such properties are now owned, leased or operated.
3. Each of Buyer and License Co. has all requisite corporate power and authority to execute, deliver and perform the Agreement and each other Buyer Document and to carry out the transactions contemplated thereby, the Agreement constitutes, and when executed and delivered at the Closing, each other Buyer Document will constitute, the legal, valid and binding obligation of Buyer or License Co., as applicable, enforceable in accordance with its terms, and all corporate proceedings and any corporate action required to be taken by Buyer or License Co. relating to the execution, delivery, and performance of the Agreement and the Buyer Documents and the consummation of the transactions contemplated thereby have been duly taken.

**Exhibit 8.2(a)**

**BILL OF SALE**

**KNOW ALL BY THESE PRESENT** that GAYLORD INVESTMENTS, INC., a Delaware corporation ("*Seller*"), 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 March \_\_, 2003 (the "*Purchase Agreement*"), by and among Seller and CUMULUS BROADCASTING, INC., a Nevada corporation ("*Buyer*"), and certain other parties, DOES HEREBY sell, convey, grant, assign, transfer and deliver unto Buyer, its successors and assigns, and Buyer hereby purchases and acquires from Seller, all of the right, title and interest of Seller 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 Encumbrances (as such term is defined in the Purchase Agreement), to have and to hold forever, it being understood that the Commission Authorizations (as such terms are defined in the Purchase Agreement) are being assigned pursuant to a separate assignment by Seller to Cumulus Licensing Corp., a Nevada corporation.

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 Seller 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 Tennessee.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Seller has executed this Bill of Sale this \_\_\_\_ day of \_\_\_\_\_, 2003.

**GAYLORD INVESTMENTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CERTIFICATE

The persons or entities signing below are the "Landlord" under the lease attached hereto as Exhibit A (the "Lease") under which Gaylord Investments, Inc. ("Tenant") Tenant has leased the premises described in said Lease (the "Leased Premises"), and

The parties recognizing that Tenant desires to assign its interests in the Leased Premises under the Lease to Cumulus Broadcasting, Inc. ("Cumulus") who is purchasing the assets of Tenant used primarily in the operation of the radio stations WWTN (FM) and WSM-FM, and

Cumulus has agreed to accept such assignment and to assume the obligations of Tenant under the Lease, and

Tenant and Cumulus have requested that Landlord execute and deliver this Certificate in order to evidence Landlord's consent to the foregoing assignment,

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties hereto hereby covenant and agree as follows:

1. Consent to Assignment. Landlord hereby acknowledges and consents to (a) the prior assignment of the Lease by Gaylord Entertainment Company ("Gaylord") [(successor to WSM Incorporated) **DELETE IN ESTOPPEL RELATING TO 5700 KNOB ROAD**] to Tenant (which is a wholly owned subsidiary of Gaylord) and the assumption of the Lease by Tenant and (b) the further assignment of the Lease by Tenant to Cumulus and the assumption of the Lease by Cumulus. Landlord waives any and all rights of notice relating to such assignments.

2. Rights of Cumulus. Landlord agrees that following completion of the foregoing assignments, Cumulus shall have all rights held by Tenant under the Lease, including without limitation any and all renewal rights contained therein.

3. Leasehold Improvements. [The following paragraph should be included in the estoppel relating to the Rutherford County ground lease; **DELETE THIS PARAGRAPH IN ESTOPPEL RELATING TO 5700 KNOB ROAD**: Landlord acknowledges that Tenant holds title to the broadcasting tower, transmitter building and other leasehold improvements located on the Leased Property (the "Leasehold Improvements"). Landlord hereby consents to the execution and delivery by Tenant to Cumulus of an instrument of conveyance for the Leasehold Improvements, and the recordation of such instrument of conveyance in the land records of the state and county where the Leased Premises are located (the "Land Records"). Landlord also agrees to execute and deliver a memorandum of the Lease to be recorded in the Land Records.] [Note: Agreement to execute Memorandum of Lease shall not be a condition to closing]

4. Representations and Warranties by Landlord. Landlord does hereby represent and warrant to Cumulus as follows:

(A) Landlord is the owner of the fee simple estate in the Leased Premises and is the landlord under the Lease. Landlord's title to the Leased Premises is not encumbered by any ground lease [(other than the Lease) **DELETE IN ESTOPPEL RELATING TO 5700 KNOB ROAD**] in the Leased Premises.

(B) Exhibit A is a true, correct and complete copy of the Lease and all amendments thereto.

(C) The Lease is currently in full force and effect. The current term of the Lease expires on \_\_\_\_\_. There are \_\_\_\_ remaining options to extend the term, each for an additional term of \_\_\_\_\_ years. The rent to be paid by Tenant to Landlord under the Lease is currently \$ \_\_\_\_\_ per month.

(D) Neither Landlord nor, to the best of Landlord's knowledge, Tenant is in default of any of the terms, conditions or covenants of the Lease, and to the best of Landlord's knowledge, no condition exists that with notice and the passage of time would constitute a default under the Lease.

(E) Except as set forth above, the Lease has not been modified or amended in any respect whatsoever and the Lease constitutes the only agreement between Landlord and Tenant with respect to the use or occupancy of the premises demised by the Lease.

IN WITNESS WHEREOF, Landlord has executed this Consent as of the date first set forth above.

**LANDLORD:**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**EXHIBIT A**  
**(Lease)**