

FACILITIES AND SERVICES AGREEMENT

This Facilities and Services Agreement (the "Agreement") is entered into as of this ____ day of December, 2008, by and between Cumulus Broadcasting LLC, a Nevada limited liability company ("CBL"), and Cumulus Media Partners, LLC, a Delaware limited liability company ("CMP"). CBL and CMP may be referred to herein individually as a "Party" or together as the "Parties."

Recitals:

WHEREAS, Citicasters Co., Citicasters Licenses, Inc. ("CLI"), and Jacor Broadcasting Corporation ("Jacor") (collectively, "Clear Channel"), and Cumulus Licensing LLC and CBL (collectively, "Cumulus") entered into an Asset Exchange Agreement (the "AEA") dated as of December 29, 2008 pursuant to which Clear Channel will assign those assets used or useful in the operation of radio stations WNNF(FM), Cincinnati, Ohio and WOFX-FM, Cincinnati, Ohio (collectively, the "Stations") to Cumulus, including the licenses and other authorizations (the "FCC Licenses") issued by the Federal Communications Commission ("FCC"), and Cumulus will assign those assets used or useful in the operation of the following radio stations to Clear Channel, including the FCC Licenses: WOGB(FM), Kaukauna, Wisconsin, WDUZ-FM, Brillion, Wisconsin, WQLH(FM), Green Bay, Wisconsin, WDUZ(AM), Green Bay, Wisconsin, and WPCK(FM), Denmark, Wisconsin;

WHEREAS, contemporaneously with the execution of the AEA, CLI, Jacor and CBL are executing a Local Programming and Marketing Agreement (the "LMA") pursuant to which CBL will provide programming for broadcast on the Stations in accordance with the terms set forth in the LMA;

WHEREAS, CBL is an indirect wholly-owned subsidiary of Cumulus Media Inc. ("CMi"), which is the Managing Member of CMP;

WHEREAS, CMP is the licensee of three radio stations in the Cincinnati Arbitron metro; and

WHEREAS, CBL desires to obtain, and CMP is willing to provide, access to certain facilities and services on the terms and conditions set forth in this Agreement if, and only if, the provision of such facilities and services complies with applicable FCC rules and policies ("FCC Rules").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and agreements of the Parties contained in this Agreement, and for 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:

Section 1. Term. The term of this Agreement (the "Term") shall commence on January 1, 2009 and shall continue for a period of three (3) years, unless earlier terminated pursuant to the provisions of this Agreement.

Section 2. Provision of Facilities and Services. During the Term, CMP shall provide CBL with access to the following facilities and services for use by CBL at its discretion in its operation of the Stations:

(a) **Studios and Traffic Systems.** CMP shall provide CBL with (i) the use of the Stations' studio facilities (the "Studios") for the operation of the Stations, and (ii) the use of their traffic systems to schedule the Stations' commercial announcements. During any period of shared use of the Studios or traffic systems, CBL shall make all decisions regarding the Stations' programming, shall otherwise control the Stations' programming, and shall be solely responsible for the use of the Studios and the traffic systems with respect thereto.

(b) **Transmission Facilities Maintenance.** Subject to the direction and control of CBL, CMP shall, upon CBL's request, provide engineering services to maintain, repair, and, if necessary, replace the transmission facilities of the Stations. Those tasks may include but are not limited to monitoring and maintenance of the Stations' technical equipment and facilities.

(c) **Programming Agreements.** To the extent permitted by such agreements and applicable law, and to the extent CBL elects to utilize such programming, CMP shall provide CBL with the right to use whatever programming that currently is aired on the Stations and that is the subject of a programming agreement.

(d) Administrative Services.

(i) Subject to the LMA and the direction and control of CBL, except as otherwise expressly set forth in this Agreement, CMP shall administer and service all of CBL's material contracts and other agreements (the "Contracts"), other than those that relate to programming on the Stations, whether in existence as of the date of this Agreement or entered into hereafter. For purposes of this Section 2(d), the term "material" shall mean those Contracts which involve a financial commitment by CBL of at least Five Thousand Dollars (\$5,000) over the life of the Contract.

(ii) To the extent requested by CBL, CMP shall provide accounting, administrative, research, and ratings services for the Stations, including maintenance of records and provision of office supplies and the shared use of "back-office" and other non-managerial employees for clerical and administrative support.

(e) Utilities.

(i) CBL shall be entitled to make use of, and CMP shall be obligated to provide at CBL's request, utilities, including, without limitation, electric, water, sewer, and natural gas services located at the Studios at no cost to CBL.

(ii) CBL (A) shall have no responsibility for maintenance or repairs to the Studios (including roof, building interior, building exterior, structural components of the building), common areas, all HVAC and building systems, and (B) shall pay no costs therefor.

Section 3. Station Management and Other Personnel.

(a) CMP shall make available to CBL certain CMP employees to provide services in conjunction with CBL's operation of the Stations during the Term of this Agreement. CMP shall have sole responsibility for deciding which employees shall be made available to CBL. It is presently contemplated that the CMP employees to be made available will include those identified on Schedule A annexed hereto. The individuals designated as "Managers" on Schedule A will provide management services for CBL at the Stations and, in that capacity, shall direct the day-to-day operations of the Stations under the exclusive control and supervision of CBL at all times, regardless of whether the Managers are in the main studio of the Stations or utilizing other facilities made available for use by CMP. Each Manager shall execute a letter in the form of Schedule B annexed hereto acknowledging that he or she is accountable solely to CBL in performing managerial responsibilities for CBL with respect to the Stations.

(b) With respect to those CMP employees who perform non-management services for the Stations on a shared basis with other CMP radio stations (the "Shared Employees"), (i) when performing services for the Stations, the Shared Employees shall report to and be supervised solely by CBL and its Managers, (ii) when performing services for other radio stations owned by CMP, such employees shall report to and be supervised solely by CMP, and (iii) the Shared Employees shall be given instructions by the Parties to conduct themselves accordingly. Nothing herein shall create an employment relationship between CBL and the Shared Employees.

(c) In cases where the Shared Employees perform services for both CBL and CMP, any such employee's responsibilities for one Party shall be separate and distinct from those of the other, and any such employee shall be subject to the exclusive supervision and control of the Party for whom he or she is working at the particular time.

(d) The Shared Employees shall execute an agreement in the form of Schedule C annexed hereto which shall preclude them from communicating with CMP or any of its officers, directors, employees, members or affiliates regarding the operation or management of the Stations; provided, that Shared Employees working for the Stations may communicate with each other about the operation or management of the Stations.

Section 4. Consideration. In consideration for the facilities and services provided by CMP to CBL under this Agreement, upon the commencement of the LMA and on the first (1st) day of each month during the Term, CBL shall pay CMP the monthly fee set forth on Schedule D annexed hereto.

Section 5. CBL Control. CMP shall have no responsibility for or involvement with the selection, procurement or broadcast of programming on the Stations, and, notwithstanding anything in this Agreement to the contrary, CBL shall retain exclusive responsibility and control over the operations of the Stations, including the Stations' programming, personnel, and finances. In the fulfillment of that responsibility and the exercise of that control, CBL may, in its sole discretion, (a) retain or terminate the use of its Managers at any time, and in the event CBL elects to terminate the use of any Manager, CBL shall promptly designate a replacement Manager, (b) retain or terminate its use of whatever Shared Employees CBL deems necessary or

appropriate in the operation of the Stations and request that CMP promptly provide reasonable replacement employees (provided, that CBL may retain or terminate its use of Shared Employees only with respect to those services such Shared Employees provide to the Stations), (c) sell advertising time on the Stations in such amounts and on such terms and conditions as CBL shall determine, (d) collect monies from parties who purchase time on the Stations, and (e) establish and maintain such bank accounts and other financial depositories under its sole control as CBL deems necessary or appropriate.

Section 6. FCC Compliance.

(a) **CBL Right and Responsibility.** Notwithstanding anything in this Agreement to the contrary, CBL shall remain responsible for the Stations' compliance with the Communications Act of 1934, as amended (the "Act"), and FCC Rules and shall be entitled to take any action, or refrain from taking any action, which CBL, in the exercise of its sole discretion, deems necessary or appropriate to fulfill that responsibility.

(b) **Agreement Compliance with FCC Requirements.** All arrangements and activities contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Act and FCC Rules. To the extent the FCC issues any decision, order, or ruling or makes any request that would require modification of this Agreement, the Parties shall immediately undertake reasonable and good faith efforts to amend this Agreement as promptly as possible to comply with such decision, order, ruling or request and, to the maximum extent practical and lawful, to preserve the economic benefits for each Party under the Agreement.

Section 7. Station Payables. Notwithstanding anything to the contrary in this Agreement, CMP shall not pay accounts payable of CBL arising under its programming contracts for programming broadcast or to be broadcast on the Stations.

Section 8. Termination. This Agreement may be terminated prior to expiration of the Term under any one of the following circumstances:

(a) **Governmental Order.** By either Party, if any court or federal, state or local government authority (including the FCC) of competent jurisdiction orders or takes any action (in any case, a "Governmental Order") that becomes effective and that requires the termination or material adverse modification of this Agreement; provided, that termination will not be permitted if the Governmental Order is stayed or otherwise ceases to be effective.

(b) **Mutual Agreement.** By mutual agreement of the Parties.

(c) **Programming.** By CMP, upon thirty (30) days written notice in the event CBL makes a material change in the format of one of the Stations.

Section 9. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this Agreement if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the Parties, including equipment failures, and all provisions herein requiring performance within a

specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required in order to accommodate the period of the pendency of such contingency which prevents such performance.

Section 10. Severability. Subject to Section 7(a), if any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a Governmental Order, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and shall be enforced to the greatest extent permitted by law; provided, that if such invalidity, illegality or unenforceability would change the basic economic positions of the Parties, they shall negotiate in good faith to make such changes in other terms as shall be practicable in order to restore to each other, to the maximum extent practical and lawful, the economic benefits contemplated by this Agreement.

Section 11. Notices. Any notice or other communication required or permitted under this Agreement shall be delivered personally, by facsimile with written confirmation of receipt, or by Fed Ex or similar nationally-recognized overnight courier (charges prepaid), and addressed to the parties as follows (or at any other address specified in accordance with this Section):

To CMP: Cumulus Media Partners, LLC
3280 Peachtree Road, NW
Suite 2300
Atlanta, GA 30305
Attn: Richard S. Denning
Facsimile: (404) 260-6877

with a copy (which shall not constitute notice) to:

Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006-5403
Attn: Lewis J. Paper
Fax: (202) 420-2201

If to CBL: Cumulus Broadcasting LLC
3280 Peachtree Road, NW
Suite 2300
Atlanta, GA 30305
Attn: Richard S. Denning
Facsimile: (404) 260-6877

with a copy (which shall not constitute notice) to:

Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006-5403
Attn: Lewis J. Paper
Fax: (202) 420-2201

Section 12. No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise expressly provided in this Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

Section 13. Successors and Assigns.

(a) **Assignment Rights.** Neither Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

(b) **No Third Party Beneficiaries.** The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their successors and permitted assigns any right, remedy or claim, legal or equitable under or by reason of this Agreement.

Section 14. Representations and Warranties. Each Party represents and warrants to the other that (a) any and all company actions required to authorize this Agreement have been taken, (b) when executed by the other Party, this Agreement shall be a binding obligation of the Party, enforceable against it except to the extent enforceability may be limited by creditors' rights and general equitable principles, (c) this Agreement will not, with the passage of time or the provision of notice or both, conflict with any other agreement to which the Party is a party or by which it is bound or with the decision, order or rule of any court or, to such Party's knowledge, any other governmental authority to which such Party is subject, (d) there is no litigation pending or, to the knowledge of such Party, threatened by or before the FCC or any court of competent jurisdiction that would prevent or impair the transactions and activities contemplated by this Agreement, (e) aside from the execution of this Agreement by the other Party, there is no consent or approval that is required of any other party or any Governmental Order necessary to make this Agreement effective, and (f) such Party will comply in all material respects with applicable law in conjunction with the implementation of this Agreement and the operation of the Stations, including but not limited to the Act and FCC Rules.

Section 15. Entire Agreement. This Agreement, as well as all documents referenced herein, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged

herein. This Agreement may be modified only by an agreement in writing executed by both Parties.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. Facsimile or electronic signatures shall be sufficient to make this Agreement legally binding.

Section 17. Governing Law. Except as otherwise expressly provided herein, this Agreement shall be governed by the laws of the State of Ohio without regard to conflict of laws provisions thereof.

Section 18. Consent to Jurisdiction and Service of Process. All judicial proceedings brought against either Party to this Agreement arising out of or relating to this Agreement shall be brought in any federal court of competent jurisdiction in the State of Georgia; provided, that if the judicial proceeding shall not satisfy applicable federal jurisdiction requirements, such dispute shall be brought in a state court of competent jurisdiction in Atlanta, Georgia.

Section 19. Waiver of Jury Trial. Each of the Parties hereby waives its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement.

Section 20. Further Action. From time to time after the date of this Agreement, the Parties shall take such further actions and shall execute such further documents, assurances and certificates as either Party may reasonably request of the other Party in order to effectuate the purposes of this Agreement.

Section 21. Construction.

(a) **References to Agreement.** The terms “hereof,” “herein” and “hereunder” and terms of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) **Headings.** Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified.

(c) **Terminology.** Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form.

(d) **No Limitation.** Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and shall not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CUMULUS BROADCASTING LLC

By: _____
Richard S. Denning
Vice President & General Counsel

CUMULUS MEDIA PARTNERS, LLC

By: _____
Richard S. Denning
Vice President & General Counsel

Signature Page to Facilities and Services Agreement