

HOLDINGS UNIT PURCHASE AGREEMENT

HOLDINGS UNIT PURCHASE AGREEMENT ("**Agreement**"), dated as of July 15, 2009, among Corporate Partners II AIV LP ("**CP2**"), CP II MC Coinvestors LLC ("**CP Coinvestors**"; CP2 and CP Coinvestors, collectively, the "**Investor Members**"), Mapleton Investments, LLC ("**Mapleton Investments**"; the Investor Members and Mapleton Investments, collectively, the "**Common Members**") and Mapleton Radio Holdings, LLC (the "**Company**"). Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Amended and Restated Holdings LLC Agreement (defined below) or the Fourth Amendment to Credit Agreement, Consent and Waiver of even date herewith among Mapleton Communications and the other parties specified therein (the "**Fourth Amendment**"), as applicable.

WHEREAS, the Common Members and the Company are all of the parties to the Amended and Restated Limited Liability Company Agreement of the Company, dated as of July __, 2009 (the "**Amended and Restated Holdings LLC Agreement**"), under which the Common Members own the Common Units specified on Schedule A thereto (other than those Common Units to be acquired on the Closing Date, as specified thereon);

WHEREAS, as contemplated under the Amended and Restated Holdings LLC Agreement, on the Closing Date the Common Members desire to make additional Capital Contributions to the Company and, in consideration thereof, to acquire additional Common Units of the Company, in each case in the amounts specified herein;

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, conditions, and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale.** On the Closing Date the Company agrees to issue and sell to each Common Member, and each Common Member agrees to purchase, the number of Common Units of the Company set forth opposite such Common Member's name on Schedule A hereto for the purchase price set forth thereon (the sum of such amounts, the "**Purchase Price**"), in each case free and clear of any Lien (other than Liens under the Amended and Restated Holdings LLC Agreement). The Company and the Common Members jointly direct that, on the Closing Date, the portion of the Purchase Price (*i.e.*, \$5 million) previously deposited with the Escrow Agent under Section 8.1(d) of the Fourth Amendment, by virtue of the release of the Escrowed Funds pursuant to the third sentence of Section 2.1(b) of the Fourth Amendment and Section 4(f) of the Escrow Agreement, be paid and delivered directly to the Lenders on behalf of Mapleton Communications, it being understood and agreed that the balance of the Purchase Price shall be paid and delivered by the Investor Members directly to the Company on the Closing Date pursuant to wire transfer instructions delivered by the Company to the Investor Members at least three (3) days prior to the Closing Date. In addition, on the Closing Date each of the Company and Adam Nathanson shall execute and deliver to the

other the Option Award Agreement in the form attached hereto as Exhibit A, with such changes thereto as shall be mutually agreed by the Company and Adam Nathanson prior to the Closing Date.

2. Acknowledgement Relating to Lender Escrow Retention Event. The parties acknowledge and agree that, upon any release of the Escrowed Funds to the Lenders in connection with a Lender Escrow Retention Event prior to the Closing Date, in lieu of the purchase by and sale to the Common Members contemplated under Section 1 (in respect of which none of the Company or the Common Members shall have any further obligations), the Escrowed Funds shall be applied in accordance with the terms of Section 2 of the Radio Unit Purchase Agreement of even date herewith among Mapleton Radio, the Investor Members, Mapleton Investments and the other parties specified therein.

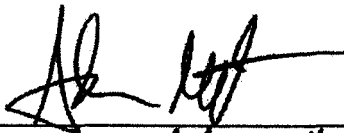
3. Termination. This Agreement shall terminate automatically upon the earliest to occur of (i) an Investor Escrow Retention Event and delivery of written notice by the Investor Members and Mapleton Investments to the Administrative Agent setting forth their intention to cause the Escrowed Funds to be released to them pursuant to Section 2.1(b) of the Fourth Amendment, (ii) an Enforcement Action or (iii) January 1, 2010, if the Waiver Activation Time has not occurred on or prior to such date.

4. Further Assurances. Each of the Company and the Common Members covenant and agree promptly to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or desirable to effectuate and perform more fully the provisions of this Agreement and the purchase and sale provided for in Section 1 hereof.

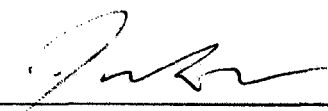
5. Miscellaneous. This Agreement (i) may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument; (ii) shall be governed by and in accordance with the internal laws of the State of New York, without giving effect to the principles of conflicts of law of such State; (iii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (iv) may be not be assigned by any party without the prior written consent of the other parties; and (v) represents the entire understanding and agreement among the parties hereto with respect to the subject matter of this Agreement.

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


MAPLETON RADIO HOLDINGS, LLC

By 
Name: Adam Nathanson
Title: CEO

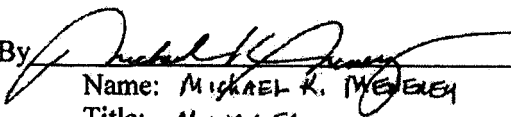
CORPORATE PARTNERS II AIV LP

By 
Name: JONATHAN LEACH
Title: MANAGING PRINCIPAL

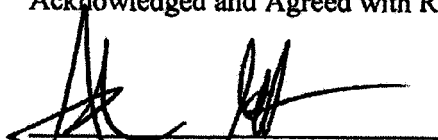
CP II MC COINVESTORS LLC

By 
Name: JONATHAN LEACH
Title: MANAGING PRINCIPAL

MAPLETON INVESTMENTS, LLC

By 
Name: MICHAEL R. MEYER
Title: MANAGER

Acknowledged and Agreed with Respect to the Last Sentence of Section 1:


Adam Nathanson