

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement"), dated as of October 15, 2003, by and among SOUTHERN MINNESOTA BROADCASTING CO., a Minnesota corporation (the "Company"), all of its shareholders listed on the signature pages hereto (the "Shareholders"), G GENTLING LLC, a South Dakota limited liability company (the "LLC") and its sole member Gregory G. Gentling (the "Member," together with Shareholders being referred to as "Sellers", and Sellers, the Company and the LLC collectively sometimes referred to as the "Seller Parties") on the one hand, and CUMULUS BROADCASTING, INC., a Nevada corporation ("Buyer") and SMB ACQUISITION CORP., a Minnesota corporation ("Acquisition Sub," together with Buyer sometimes referred to as "Buyers") on the other hand.

WITNESSETH:

WHEREAS, the Company is the licensee of the radio broadcast stations KROC (AM), Rochester, Minnesota; KROC (FM), Rochester, Minnesota; KYBA (FM), Stewartville, Minnesota; KYBB (FM), Canton, South Dakota; KIKN (FM), Salem, South Dakota; KKLS (FM) Sioux Falls, South Dakota; KMXC (FM), Sioux Falls, South Dakota; KSOO (AM), Sioux Falls, South Dakota; and KXRB (AM), Sioux Falls, South Dakota (collectively, the "Stations"), pursuant to certain authorizations held by the Company and issued by the Federal Communications Commission (the "FCC");

WHEREAS, the LLC owns certain real estate located in Sioux Falls, South Dakota and the Company and the LLC together own all of the assets, radio broadcast rights and related rights that are used in the operation of the Stations;

WHEREAS, the parties hereto desire to enter into this Acquisition Agreement pursuant to which (i) Cumulus Media (as defined below) will acquire all of the issued and outstanding shares of capital stock of the Company pursuant to a merger of Acquisition Sub with and into the Company, upon the terms and subject to the conditions set forth herein, and (ii) Buyer will acquire all of the outstanding Membership Interests (as defined below) in the LLC upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties herein contained, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

"Acquisition Sub" means SMB Acquisition Corp., a Minnesota corporation and wholly-owned subsidiary of Cumulus Media.

"Advertising Contracts" means all orders and agreements for the sale of advertising time on or pertaining to the Stations for cash, and all trade, barter, and similar

agreements for the sale of advertising time on or pertaining to the Stations other than for cash, and all such orders and agreements for advertising time entered into between the date hereof and the Closing Date, each in the ordinary course of business, and to the extent the foregoing have not been performed as of the Closing Date, in each case to which the Company, the LLC or any of the Stations is a party.

"Agreement" means this Acquisition Agreement.

"Approval Date" has the meaning set forth in Section 6.14 hereof.

"Assets" means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located, which are directly or indirectly owned or used in the operation of the business of the Company or the LLC or the operation of any of the Stations, including without limitation, the Commission Authorizations, Tangible Personal Property, Real Property, Contracts, Intangibles, Programs, FCC Logs, Guaranteed Receivables and Business Records, and including any replacement of and addition to such assets between the date hereof and the Closing Date.

"Authorizations" means collectively, the Commission Authorizations and the Other Authorizations.

"Balance Sheet Date" has the meaning set forth in Section 4.12 hereof.

"Business Records" means all reports, statements, books and financial records, engineering and advertising reports, programming studies, consulting reports, marketing data, technical information, specifications, research and development information, engineering drawings, manuals, computer programs, tapes and software, personnel records, mailing and listener lists, lists of vendors or other suppliers, and any other information in tangible form, owned, used or held for use in the operation of the business of the Company or the LLC or the operation of any of the Stations.

"Buyer" means Cumulus Broadcasting, Inc., a Nevada corporation.

"Buyer Documents" has the meaning set forth in Section 5.2 hereof.

"Buyers" means, collectively, Buyer and Acquisition Sub.

"Class A Common Stock" means the Class A Common Stock, \$.01 par value, of Cumulus Media.

"Closing" has the meaning set forth in Section 8.1(a) hereof.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission Authorizations" means all licenses, permits, approvals, construction permits, and other authorizations issued or granted by the FCC to the Company or the LLC for the operation of, or used, held for use or necessary in connection with the operation

of the Stations (and any and all auxiliary and/or supportive transmitting and/or receiving facilities, boosters, and repeaters associated with the Stations), including, without limitation, all of those listed in Schedule 4.7(b)(i) hereto, together with any applications therefor, renewals, extensions, or modifications thereof and additions thereto.

"Communications Act" means the Communications Act of 1934, as amended.

"Company" means Southern Minnesota Broadcasting Co., a Minnesota corporation.

"Company Benefit Plans" has the meaning set forth in Section 4.16(a) hereof.

"Company Common Stock" has the meaning set forth in Section 4.3 hereof.

"Company Documents" has the meaning set forth in Section 4.2 hereof.

"Compliance Information" has the meaning set forth in Section 6.12(c) hereof.

"Contracts" means all contracts, agreements, orders, commitments, arrangements and understandings, written or oral, to which the Seller Parties, or any affiliate or predecessor of Seller Parties, is a party, including, without limitation, all leases, program licenses, contracts to broadcast product or programs on the Stations, and employment, confidentiality and indemnification agreements, Advertising Contracts, Real Property Leases and Personal Property Leases.

"Cumulus Media" means Cumulus Media Inc., a Delaware corporation and parent of Buyer and Acquisition Sub.

"Cure Period" has the meaning set forth in Section 11.1(b) hereof.

"Debt" of any Person means all obligations of such Person for borrowed money, all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business, all obligations of such Person under Real Property Leases, Personal Property Leases and other leases of capital assets, all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a banker's acceptance, letter of credit, guaranty or similar instrument, and all similar obligations of other Persons secured by a Lien on any asset of such Person.

"Earnest Money" has the meaning set forth in Section 2.6 hereof.

"Earnest Money Escrow Agreement" has the meaning set forth in Section 2.6 hereof.

"Effective Time" has the meaning set forth in Section 2.3 hereof.

"Environmental Audits" has the meaning set forth in Section 6.9 hereof.

"Environmental Complaint" means any complaint, order, citation or other communication, whether from a governmental authority, citizens group, employee or other person with regard to Environmental Liabilities or any environmental, health, or safety matter affecting or relating to any of the Real Property, the operation of the Stations, or other business or operations of the Company or the LLC.

"Environmental Liabilities" means any loss, liability, claim, damage, deficiency, cleanup or remediation obligation, injury, fine, penalty, cost (including cleanup or remediation costs) or expense (including attorneys' fees) arising from or in connection with (i) the use, management, treatment, handling, disposal, transport, storage, spill, escape, leakage, emission, release or discharge of any Hazardous Substance from a site now or previously owned, leased or occupied by the Company or the LLC, or presence of any Hazardous Substance at any site now or previously owned, leased or occupied by the Company or the LLC, including, without limitation, gasoline, oil or other petroleum products, asbestos, explosives, radioactive materials and related and similar material or any other material or substance defined as hazardous, toxic or polluting by any federal, state or local law, ordinance, rule or regulation on, at, from or under any of the Real Property or any other site previously owned, leased or otherwise occupied by the Company or the LLC prior to the Closing Date; (ii) the failure to obtain any license or permit required in connection with any such Hazardous Substance prior to the Closing Date; or (iii) any noncompliance with any Environmental Requirement, and/or any Environmental Complaint relating to any period prior to the Closing Date.

"Environmental Requirement" means any federal, state, local or foreign laws rules, order or regulations relating to the protection of human health or the environment (including, without limitation, any ambient air, surface water, ground water, wetlands, land surface, subsurface strata and indoor and outdoor workplace), including laws and regulations relating to emissions, discharges, releases, or threatened releases of any Hazardous Substance or the importation, manufacture, processing, formulation, testing, distribution, use, treatment, storage disposal, transport or handling of Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means with respect to a Person, any other Person that is required to be aggregated with such Person under Section 414 (b) or (c) of the Code at any time prior to the Closing Date.

"ERISA Plan" has the meaning set forth in Section 4.16(a) hereof.

"Escrow Amount" means \$2,000,000.

"Escrow Agent" means The Bank of New York Trust Company of Florida, N.A.

"Excluded Assets" has the meaning set forth in section 2.10 hereof.

"Excluded Liabilities" means any liability or obligation of any nature, known or unknown, fixed or contingent, legal, statutory, contractual or otherwise, disclosed or undisclosed, of Seller Parties or otherwise relating to or arising from the Assets or the Stations, or the ownership or operation thereof prior to Closing, all of which shall be retained and discharged by

Sellers, including, without limitation, (i) all Environmental Liabilities; (ii) any and all liabilities and obligations of Seller, including without limitation, any and all violations of Contracts, laws, rules, regulations, codes or orders by any of the Seller Parties which exist at or as of the Closing Date or which arise after the Closing Date but which are based upon or arise from any act, transaction, circumstance, sale or providing of air time, goods or services, state of facts or other condition which occurred or existed, or the content of any program, advertisement or transmission broadcasted or aired, on or before the Closing Date, whether or not then known; (iii) any Debt, trade payable or accounts payable of Seller Parties accruing prior to the Closing Date, except for the Sioux Falls Mortgage and as provided in Section 2.9 hereof; (iv) any obligations or liabilities of any of the Seller Parties to any of its employees or to any other Person under any collective bargaining agreement or employment contract, Company Benefit Plan, or for wages, salaries, other compensation or employee benefits, or with respect to compliance with applicable federal, state or local laws, rules or regulations relating to minimum wages, overtime rates, labor or employment, which exist as of the Closing Date or arise after the Closing Date but which are based upon or arise from any act, transaction, circumstance which occurred or existed prior to or on the Closing Date; (v) any litigation arising from or relating to facts, circumstances or any conduct of any of the Seller Parties prior to or on the Closing Date; (vi) all liabilities in respect of or arising out of any and all Taxes of any of the Seller Parties in respect of periods ending on or prior to or on the Closing Date; and (vii) all liabilities arising in respect of Excluded Assets.

"Excluded Real Property" has the meaning set forth on Schedule 1.1 hereto.

"FCC" means the Federal Communications Commission.

"FCC Logs" means all FCC logs and similar records that relate to the operation of the Stations.

"Final Order" means an action of the FCC which is not reversed, vacated, stayed, enjoined, annulled, set aside or suspended and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay, or setting aside by the FCC on its own motion or initiative, has expired.

"Financial Statements" has the meaning set forth in Section 4.5 hereof.

"FMLA" has the meaning set forth in Section 4.16(b) hereof.

"FTC" means the Federal Trade Commission.

"Gentling Non-Compete Agreement" has the meaning set forth in Section 2.8 hereof.

"Governmental Authority" means any foreign, domestic, federal, territorial, state or local government authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization, or any regulatory, administrative or other agency or any political or other subdivision, department or branch of any of the foregoing.

"Guaranteed Receivables" has the meaning set forth in Section 2.9 hereof.

"Hazardous Discharge" has the meaning set forth in Section 4.14(b) hereof.

"Hazardous Substance" has the meaning set forth in Section 4.14 hereof.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnification Escrow Agreement" has the meaning set forth in Section 2.7 hereof.

"Indemnification Threshold" means \$10,000.

"Indemnified Party" has the meaning set forth in Section 12.3 hereof.

"Indemnifying Party" has the meaning set forth in Section 12.3 hereof.

"Initial Order" has the meaning set forth in Section 3.1 hereof.

"Intangibles" means the call letters of the Stations, and all copyrights, trademarks, trade names, logos, slogans, jingles, service marks, applications for any of the foregoing, telephone numbers and listings, trade secrets, confidential or proprietary information, any and all universal resource locators ("URLs"), web sites, domain names, of or maintained by or for the Stations, and any web site or home page of or maintained by or for the Stations, and all property and assets (tangible or intangible) used or necessary to create and publish any such web site or home page (collectively, the "Site"), and all other intangible property used or held for use in connection with the operation of any of the Stations by any of the Seller Parties and all goodwill associated with any of the foregoing.

"Lien" means any mortgage, lien, deed of trust, security interest, pledge, restriction, prior assignment, claim, defect in title or encumbrance of any kind or type whatsoever.

"LLC" means G Gentling LLC, a South Dakota limited liability company.

"LLC Closing Payment" has the meaning set forth in Section 2.5(a) hereof.

"LLC Stock Consideration" has the meaning set forth in Section 2.5(a) hereof.

"Losses" has the meaning set forth in Section 12.1(a) hereof.

"Material Adverse Change" means a material adverse change in the business, condition (financial or otherwise), assets, liabilities, operations or prospects of the Stations, the Company and the LLC taken as a whole.

"Material Contracts" has the meaning set forth in Section 4.10(d) hereof.

"Member" has the meaning set forth in the preamble hereto.

"Membership Assignments" has the meaning set forth in Section 2.1 hereof.

"Membership Interests" has the meaning set forth in Section 2.1 hereof.

"Merger" has the meaning set forth in Section 2.2 hereof.

"Merger Payment" has the meaning set forth in Section 2.5(b) hereof.

"Merger Shares" has the meaning set forth in Section 2.5(b) hereof.

"Other Authorizations" means all licenses, permits, variances, franchises, certifications, approvals, construction permits, and authorizations issued or granted by any administrative body or licensing authority or governmental or regulatory agency, other than Commission Authorizations, used or held for use by the Company or the LLC, or necessary in connection with the operation of any of the Stations and/or the ownership and/or use of the Assets, together with any applications therefor, renewals, extensions, or modifications thereof and additions thereto.

"Per Share Closing Price" means the closing price per share of the Class A Common Stock as reported by the Nasdaq Stock Market, Inc. on the Closing Date.

"Permits" means all certificates, licenses, permits, franchises, authorizations, variances, waivers, consents and approvals of any Governmental Authority held by the Company or the LLC.

"Permitted Liens" means liens for Taxes not yet due and payable and the Sioux Falls Mortgage.

"Personal Property Leases" has the meaning set forth in Section 4.9(c) hereof.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, estate or unincorporated organization.

"Plan of Merger" has the meaning set forth in Section 2.2 hereof.

"Programs" means all computer systems (including without limitation, management information and order systems, hardware, software, servers, computers, printers, scanners, monitors, peripheral and accessory devices, and the related media, manuals, documentation, and user guides) of or used by or in the operation of the Stations or otherwise by the Company or the LLC, all related claims, credits, and rights of recovery and set-off with respect thereto, and all of the right, title, and interest (including by reason of license or lease) of the Company, the LLC or the Stations in or to any software, computer program, or software product owned, used, developed, or being developed by or for any of the Stations or otherwise by the Company or the LLC, whether for internal use or for sale or license to others, and any software, computer program, or software product licensed by the Company or the LLC, and all proprietary rights of the Company, the LLC or the Stations, whether or not patented or copyrighted, associated therewith.

"Purchase Price" has the meaning set forth in Section 2.5 hereof.

"Real Property" means all land, buildings, improvements, fixtures, and transmitting towers (to the extent they constitute fixtures or other interests in real property and not Tangible Personal Property) and other real property owned by the Company or the LLC, and all leaseholds and other interests of the Company or the LLC in real property and the buildings and improvements thereon and appurtenances thereto, including, without limitation, easements, variances, air rights, and the like, and all security deposits with respect to any of the foregoing, except for the Excluded Real Property.

"Real Property Leases" has the meaning set forth in Section 4.9(b) hereof.

"Registration Statement" means the Registration Statement on Form S-4 (File No. 333-90990), as amended, of Cumulus Media, filed with the federal Securities and Exchange Commission and relating to shares of the Class A Common Stock.

"Securities Act" means the federal Securities Act of 1933, as amended.

"Seller Parties" means Member, Shareholders, LLC and Company, collectively.

"Sellers" means Member and Shareholders, together.

"Shareholders" has the meaning set forth in the preamble hereto.

"Sioux Falls Mortgage" has the meaning set forth on Schedule 1.1 hereto.

"Stations" means the radio broadcast stations KROC (AM), Rochester, Minnesota; KROC (FM), Rochester, Minnesota; KYBA (FM), Stewartville, Minnesota; KYBB (FM), Canton, South Dakota; KIKN (FM), Salem, South Dakota; KKLS (FM) Sioux Falls, South Dakota; KMXC (FM), Sioux Falls, South Dakota; KSOO (AM), Sioux Falls, South Dakota; and KXRB (AM), Sioux Falls, South Dakota.

"Surviving Corporation" has the meaning set forth in Section 2.4 hereof.

"Tangible Personal Property" means all tangible personal property owned, leased or held for use by the Company or the LLC, including, but not limited to, all physical assets and equipment, leasehold improvements, machinery, vehicles, furniture, fixtures, transmitters, antennae, office materials and supplies, spare parts, and music libraries, including, without limitation, those listed in Schedule 4.9(c) hereto, together with all replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Date.

"Taxes" or "Tax" has the meaning set forth in Section 4.19 hereof.

"Title Company" has the meaning set forth in Section 6.12(a) hereof.

"Title Policy" or "Title Policies" has the meaning set forth in Section 6.12(a) hereof.

"Transfer of Control" has the meaning set forth in Section 3.1 hereof.

"**Transfer of Control Application**" has the meaning set forth in Section 3.1 hereof.

"**Trusts**" means the Sasha Gentling Irrevocable Trust under Agreement dated August 13, 2003 and the Darcy Gentling Irrevocable Trust under Agreement dated August 22, 2003, collectively.

"**Trustee**" means the trustee of the Trusts, Gregory D. Gentling.

ARTICLE 2

PURCHASE AND SALE; AGREEMENT TO MERGE

2.1 Purchase and Sale. Subject to the terms and conditions hereinafter set forth, at the Closing the Member shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Liens, all of the Member's membership interests in the LLC (collectively, the "Membership Interests"). The sale, assignment, transfer and conveyance of the Membership Interests shall be evidenced by delivery to Buyer of an assignment of such Membership Interests in the form attached hereto as Exhibit 2.1 (the "Membership Assignment"), executed by the Member.

2.2 Merger. Subject to the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the state law governing the Company and Acquisition Sub, the parties to this Agreement agree to effect a merger (the "Merger") of Acquisition Sub with and into the Company, with the Company as the surviving corporation in the Merger, in accordance with the plan of merger substantially in form attached hereto as Exhibit 2.2 (the "Plan of Merger").

2.3 Effective Time of the Merger. The merger of Acquisition Sub with and into the Company shall become effective as provided under the applicable provisions of the Minnesota Business Corporation Act upon the time (the "Effective Time") of the filing of articles of merger in respect of the Merger and such other documents as may be required by applicable law and the payment of all fees therefor, and the issuance by each of the Secretary of State of the State of Minnesota of a certificate of merger in respect of the Merger. Such filing and payment of fees shall take place on the Closing Date and shall be made in person by an agent of the parties hereto.

2.4 Effect of Merger. At the Effective Time, the separate existence of Acquisition Sub shall cease, the Company shall be the corporation surviving the Merger (sometimes referred to herein as the "Surviving Corporation") and shall continue its corporate existence under the name "Southern Minnesota Broadcasting Company." The Articles of Incorporation and Bylaws of Acquisition Sub as in effect immediately prior to the Merger shall be the Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, all outstanding shares of capital stock of Acquisition Sub shall be automatically converted into shares of common stock of Surviving Corporation. Also at the Effective Time, the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time shall in accordance with the Plan of Merger, be automatically converted into the right to receive (i) the Merger Shares (as defined below), (ii) the Merger Cash (as defined below), or (iii) in Buyer's discretion any combination thereof. The Merger Shares shall be allocated among the

Shareholders of the Company in accordance with the Plan of Merger. All treasury shares of the Company, if any, shall be cancelled and cease to exist as of the Effective Time.

2.5 Purchase Price. Subject to and upon the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants, and agreements of Seller contained herein, and in full payment for the sale, conveyance, assignment and delivery of the Company Common Stock and Membership Interest Buyer shall pay to Sellers the aggregate sum of Sixty-Five Million Dollars (\$65,000,000.00) ("Purchase Price"), payable as follows:

(a) As consideration for the Membership Interests, at Closing, Two Million Dollars (\$2,000,000) (the "LLC Closing Payment"), plus or minus any adjustments described herein, shall be paid in cash in immediately available funds by Buyer to the Member by wire transfer pursuant to written wire transfer instructions of the Member to Buyer delivered to Buyer no later than two (2) days prior to Closing or such other means as Buyer and the Member may agree; provided, however, that in lieu of cash Buyer may elect to deliver to the Member, at Buyer's sole discretion, certificates representing a number of shares of Class A Common Stock pursuant to the Registration Statement or such other registration statement as Cumulus may then have in effect and pursuant to which it may issue shares in connection with acquisitions with an aggregate value of up to the amount of the LLC Closing Payment (the "LLC Stock Consideration"), such number of shares to be determined based upon the Per Share Closing Price, in which event the cash portion of the LLC Closing Payment shall be reduced accordingly. Buyer shall deliver to Sellers written notice of its intent to utilize the LLC Stock Consideration at least ten (10) days prior to Closing; provided, that Sellers acknowledge and agree that such notice shall not in any way bind Buyer to deliver Class A Common Stock at the Closing and Buyer may determine to deliver cash at any time. In the event that the LLC Stock Consideration should result in any fractional shares of Class A Common Stock, the Member shall not be entitled to receive any such fractional shares, and in lieu of such fractional shares shall be entitled to receive cash (without interest) equal to (i) such fraction multiplied by (ii) the Per Share Closing Price.

(b) At Closing, as consideration for the delivery by the Shareholders of certificates representing all of the Company Common Stock free and clear of any Liens, Buyer shall pay Sixty-three Million Dollars (\$63,000,000) (the "Merger Payment"), minus the Escrow Amount, plus or minus any adjustments described herein, in cash in immediately available funds by wire transfer to the Shareholders pursuant to wire transfer instructions delivered to Buyer no later than two (2) days prior to Closing, or such other means as Buyer and the Shareholders may agree; provided, however, that in lieu of cash Buyer may elect to deliver to the Shareholders, at Buyer's sole discretion, certificates representing a number of shares of Class A Common Stock pursuant to the Registration Statement or such other registration statement as Cumulus may then have in effect and pursuant to which it may issue shares in connection with acquisitions with an aggregate value of up to the amount of the Merger Payment (the "Merger Shares"), such number of shares to be determined based upon the Per Share Closing Price, in which event the cash portion of the Merger Payment shall be reduced accordingly. Buyer shall deliver to Sellers written notice of its intent to utilize the Merger Shares at least ten (10) days prior to Closing; provided, that Sellers acknowledge and agree that such notice shall not in any way bind Buyer to deliver Class A Common Stock at the Closing and Buyer may determine to deliver cash at any time. In the event that the Merger Shares should result in any fractional shares of Class A Common Stock, the Shareholders shall not be entitled to receive any such fractional shares, and

in lieu of such fractional shares shall be entitled to receive cash (without interest) equal to (i) such fraction multiplied by (ii) the Per Share Closing Price.

2.6 Earnest Money Escrow Agreement and Letter of Credit. Contemporaneously with the execution of this Agreement, Buyer shall deposit into escrow pursuant to an escrow agreement in the form attached hereto as Exhibit 2.6 (the "Earnest Money Escrow Agreement") among the Company, the LLC, Buyer and Escrow Agent, a letter of credit in a form reasonably acceptable to Sellers' counsel in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Earnest Money"), in support of the Buyers' obligations under Section 11.2(c) hereof.

2.7 Indemnification Escrow Agreement. At Closing, the Sellers, Buyer and Escrow Agent, shall execute an escrow agreement (the "Indemnification Escrow Agreement") substantially in form attached hereto as Exhibit 2.7, pursuant to which Sellers shall place into escrow the Escrow Amount, which shall serve as security for the payment of indemnification claims of the Buyers under this Agreement, and which shall be held and distributed in accordance with the terms of the Escrow Agreement.

2.8 Non-Compete Agreement. Sellers covenant and agree to cause Greg Gentling to execute and deliver at the Closing a Consulting and Non-Compete Agreement in substantially the form attached hereto as Exhibit 2.8 (the "Gentling Non-Compete Agreement").

2.9 Debt of the Company. On or prior to the Closing Date, the Company and the LLC shall, and the Shareholders and Member shall cause the Company and LLC to, repay all Debt of the Company and the LLC except for the Sioux Falls Mortgage. In the event it is not feasible to repay certain accounts payable prior to Closing, the Purchase Price shall be reduced accordingly or the Sellers shall provide for a cash amount to be retained by the Company or LLC, as applicable, in an amount equal to such accounts payable. On the Closing Date Sellers shall deliver evidence, in form and substance reasonably satisfactory to Buyers, as to the amount of any account payable not repaid and any cash balance retained by the Company or LLC in respect thereof. On or prior to the Closing Date, the Sellers shall pay the estimated Taxes (such estimate to be agreed upon by the parties in good faith prior to the Closing and, failing such agreement, to be resolved by McGladery and Pullen, LLC) of the Company and the LLC due or to become due in respect of all periods prior to and ending on the Closing Date (including, without limitation, the period January 1, 2003 up to and including the Closing Date), by either reducing the Purchase Price accordingly or providing for a cash amount to be retained by the Company and LLC sufficient to cover such Taxes, as agreed to by the parties. On or prior to the Closing Date, Sellers shall deliver evidence, in form and substance reasonably satisfactory to Buyer, as to any cash balance retained by the Company or the LLC in respect of such Taxes. In the event that it is later determined that additional Taxes are owed for such periods, the Sellers, jointly and severally, agree to pay to Buyers the amount of such additional Taxes within ten (10) business days of Buyer's written request.

2.10 Excluded Assets. Notwithstanding anything in Article 6 hereof, at or prior to the Closing, the Company may transfer and distribute the assets listed on Schedule 2.10 hereto to any of Sellers (the "Excluded Assets").

2.11 Accounts Receivable Post Closing Adjustment. Sellers covenant and agree that as of the Closing Date, the accounts receivable either billed or unbilled that can properly be billed arising out of the operation of the Stations by Sellers prior to Closing shall be at least equal to Two Million One Hundred Thousand Dollars (\$2,100,000.00) (the "Guaranteed Receivables"). Buyer shall use its commercially reasonable efforts to collect such accounts receivable within 180 days of the Closing Date. If Buyer is unable to collect all Guaranteed Receivables by the end of such 180-day period, such uncollected accounts receivable shall be turned over to the Sellers and Buyers shall be entitled to claim and receive from the Escrow Amount the amount constituting the difference between the amount actually collected and the Guaranteed Receivables, and if such difference exceeds the Escrow Amount, Buyer shall be entitled to set off any additional amounts against the payments due under the Gentling Non-Compete Agreement. If Buyer collects accounts receivable arising out of the operation of the Stations by Sellers prior to Closing in excess of the Guaranteed Receivables during such 180-day period, Buyer shall pay such excess to Sellers.

ARTICLE 3

APPLICATION TO AND CONSENT BY FCC

3.1 Application for FCC Consent.

(a) The Sellers and the Buyers each agree to use their reasonable efforts and to cooperate with each other in preparing, filing and prosecuting an application or applications for the transfer of control (the "Transfer of Control") of the Company's Commission Authorizations, permits and other authorizations pertaining to the Stations in connection with this Agreement and in causing the FCC to issue its approval of the Transfer of Control (the "Initial Order") and for the Initial Order to become a Final Order. Buyers and Sellers shall cooperate in the preparation and filing of the application or applications for the Transfer of Control (the "Transfer of Control Application") and, within ten (10) business days after the Approval Date, shall file with the FCC the Transfer of Control Application and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection therewith. Each party further agrees to expeditiously prepare and file with the FCC any amendments or any other filings required by the FCC in connection therewith whenever such amendments or filings are required by the FCC or its rules. For purposes of this Agreement, each party shall be deemed to be using its reasonable efforts with respect to obtaining the Initial Order and the Final Order, and to be otherwise complying with the foregoing provisions of this Section 3.1, so long as it truthfully and promptly provides information necessary in completing the application process, provides its comments on any filing materials, and uses its reasonable efforts to oppose attempts by third parties to petition to deny, object to, modify, or overturn the grant of the Transfer of Control Application without prejudice to the parties' termination rights under this Agreement, it being further understood that the Sellers, on the one hand, and the Buyers, on the other, shall not be required to expend any funds or efforts contemplated under this Article 3 unless the other is concurrently and likewise complying with its respective obligations under this Article 3.

(b) Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portion of the Transfer of Control Application. All filing fees and grant fees imposed

shall be paid one-half (1/2) by the Sellers, on the one hand, and one-half (1/2) by the Buyers, on the other.

(c) The Buyers and the Sellers, each at their own respective expense, shall use their respective reasonable efforts to oppose any efforts or any requests by third parties for reconsideration or judicial review of the grant by the FCC of the Initial Order.

3.2 Notice of Application. The Sellers shall, at their own expense, give due notice of the filing of the Transfer of Control Application by such means as may be required by the rules and regulations of the FCC.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES

Each of the Seller Parties hereby represents and warrants, jointly and severally, to the Buyers that:

4.1 Organization, Standing, and Qualification; Subsidiaries.

(a) The Company is a corporation validly existing under the laws of the State of Minnesota and is qualified to conduct business and is in good standing in the State of Minnesota and each other jurisdiction where the character of its respective properties owned or held under lease or the nature of its activities makes such qualification necessary (each of such jurisdictions being listed on Schedule 4.1(a) attached hereto). The Company has all requisite corporate power and authority and is entitled to own, lease, and operate its respective properties and to carry on its respective business and operations as and in the places such properties are now owned, leased or operated and where such business and operations are presently conducted. The copies of the Articles of Incorporation and Bylaws of the Company attached to Schedule 4.1(a) hereto are true, complete and correct copies of such documents as in effect on the date hereof.

(b) The LLC is a limited liability company validly existing under the laws of the State of South Dakota and is qualified to conduct business and is in good standing in the State of South Dakota and each other jurisdiction where the character of its respective properties owned or held under lease or the nature of its activities makes such qualification necessary (each of such jurisdictions being listed on Schedule 4.1(b) attached hereto). The LLC has all requisite limited liability company power and authority and is entitled to own, lease, and operate its respective properties and to carry on its respective business and operations as and in the places such properties are now owned, leased or operated and where such business and operations are presently conducted. The copies of the Articles of Organization and Operating Agreement of the LLC attached to Schedule 4.1(b) hereto are true, complete and correct copies of such documents as in effect on the date hereof.

(c) Neither the Company nor the LLC have any subsidiaries or interest, direct or indirect, or any commitment to purchase any interest, direct or indirect, in any corporation or in any partnership, joint venture or other business enterprise or entity. Except as described on Schedule 4.1(c), the operations of the Stations and the business of the Company and

the LLC have not been conducted through any direct or indirect subsidiary, shareholder or affiliate of the Company or the LLC, and none of the business, Assets, properties or rights of the Company or the LLC is owned, held, used or conducted by any shareholder, member or affiliate of the Company or the LLC.

4.2 Authority. The Company and the LLC have all requisite power and authority to execute, deliver and perform this Agreement and each other agreement, document, and instrument to be executed, delivered or performed by the Company and the LLC in connection with this Agreement (collectively, the "Company Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement constitutes, and, when executed and delivered at the Closing, each other Company Document will constitute, the legal, valid and binding obligation of the Company and the LLC enforceable in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws that affect the enforcement of creditors' rights generally or by equitable principles relating to enforceability). All corporate and limited liability company proceedings and any action required to be taken by the Company or the LLC relating to the execution, delivery and performance of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby have been duly taken.

4.3 Capitalization.

(a) The entire authorized capital stock of the Company consists of One Million (1,000,000) shares of common stock of \$.01 par value per share (the "Company Common Stock"), of which Nine Hundred and Thirty One Hundreds (900.30) shares are issued and outstanding. All of the outstanding shares of Company Common Stock have been duly authorized, are validly issued, fully paid and nonassessable, and are held beneficially and of record by the shareholders listed on Schedule 4.3(a)(i) hereto, with each such shareholder holding the number of shares indicated opposite such shareholder's name on Schedule 4.3(a)(i) hereto. No capital stock of the Company is held in the treasury of the Company. There are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance, exchange or sale of any shares of capital stock of the Company, and the Company has not granted directly or indirectly, through any affiliate or otherwise, any such rights. Except as set forth on Schedule 4.3(a)(ii), there are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company or the capital stock of either of them. There are no shareholder agreements, voting trusts, proxies or other agreements or understandings with respect to the voting or transfer of any shares of capital stock of the Company.

(b) Schedule 4.3(b) sets forth the total membership interests held, whether reflected in units or otherwise, in the LLC and the name of the sole Member and such Member's ownership interest in the LLC as set forth opposite such Member's name. All such Membership Interests are validly issued. The Member owns all of the title rights and interest in and to all of the Membership Interests. Except as set forth on Schedule 4.3(b), there are no outstanding commitments or plans by the LLC to issue any additional membership interests, to admit any additional members, or to purchase or redeem any membership interest. There are not outstanding any securities or obligations which are convertible into or exchangeable for any

beneficial title, rights or interest in the LLC, other than any rights that are part of the Membership Interests to be acquired by Buyer at Closing.

4.4 No Conflict; Consents. Except as set forth on Schedule 4.4, and except as set forth in Article 3 with respect to the prior approval and consent of the FCC, and except for consents contemplated by Section 6.13 with respect to the HSR Act, the execution, delivery and performance of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or violate any provision of the Articles of Incorporation or the Bylaws of the Company or the Articles of Organization or the Operating Agreement of the LLC, (ii) with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or require any consent or authorization under, or cause or permit acceleration under, any Contract or instrument of any Debt or obligation to which the any of the Company or the LLC is a party or to or by which any of the Company or the LLC or their Assets are subject or bound, or result in the loss or adverse modification of any of the Authorizations or Intangibles, (iii) require the consent of any party to any agreement or commitment to which the any of the Company or the LLC is a party, or to or by which the Company, the LLC or their respective assets, is subject or bound, (iv) result in the creation or imposition of any Lien upon any of the Assets, (v) violate any law, rule or regulation or any order, judgment, decree or award of any court, governmental authority or arbitrator to or by which the Company or the LLC, or any of their respective assets, is subject or bound; or (vi) require the consent, approval or authorization of, or any declaration, filing or registration with, or notice to, any governmental or regulatory authority.

4.5 Financial Statements. Attached hereto as Schedule 4.5 are true, correct and complete copies of the consolidated balance sheets and related consolidated statements of income and cash flow of the Company as at and for the fiscal years ended December 31, 2001 and 2002 and as at and for the eight (8)-month period ended August 31, 2003 (the "Financial Statements"). Except for the variations expressly noted in Schedule 4.5 hereto, all of the Financial Statements have been prepared in accordance with generally accepted accounting principles (except for the absence of notes and, in the case of the Financial Statements for the eight (8)-month period ended August 31, 2003, normal and customary year-end adjustments, none of which individually or in the aggregate are material) consistently applied and maintained throughout the periods indicated, and such Financial Statements fairly present the financial condition of the Company as at their respective dates and the results of operations of the Company for the periods covered thereby. Such Financial Statements do not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business, except as expressly specified therein, and include all adjustments, which consist only of normal recurring accruals, necessary for such fair presentation. As of their respective dates, the Financial Statements did not, and any financial statements delivered by the Company subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. The revenue pacing reports for the Stations heretofore or hereafter delivered to the Buyers are and shall be true and accurate in all material respects.

4.6 Litigation. Except as set forth on Schedule 4.6, there is no action, suit, proceeding, arbitration or investigation pending, or to the knowledge of any of the Seller Parties

threatened, against or affecting any of the Seller Parties or the respective operations of the Company and the LLC or any of the Assets, business or employees of the Company or the LLC, or the transactions contemplated by this Agreement. There is not outstanding any order, writ, injunction, award or decree of any court or arbitrator or any federal, state, municipal or other governmental department, commission, board, agency or instrumentality to which any of the Seller Parties or any Station is subject or otherwise applicable to the Assets or business or any employees of the Company or the LLC, or the transactions contemplated hereby, nor are any of the Seller's Parties in default with respect to any such order, writ, injunction, award or decree.

4.7 Compliance; Properties; Authorizations.

(a) Each of the Company and the LLC has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to it, any of its employees, its assets and all aspects of its or the Stations' respective operations. Neither the ownership nor use of the Assets, nor the conduct of the business or the operation of the Stations, conflicts with the rights of any other person or entity or violates, or with or without the giving of notice or the passage of time, or both, will violate, conflict with or result in a default, right to accelerate or loss of rights under, any terms or provisions of the Company's Articles of Incorporation or Bylaws or the LLC's Articles of Organization or Operating Agreement, or any lease, license, agreement, commitment, law, ordinance, rule or regulation, or any order, judgment or decree to which it the Company or the LLC is a party or by which it or any of its assets may be bound or affected.

(b) All Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act. The Commission Authorizations identified in Schedule 4.7(b)(i) hereto constitute all of the licenses and authorizations required under the Communications Act or the current rules, regulations, and policies of the FCC in connection with the operation of the Stations as currently operated. The Commission Authorizations are in full force and effect, have not been revoked, suspended, canceled, rescinded, or terminated, have not expired, and are unimpaired by any act or omission of the Seller Parties, affiliates, partners, officers, directors, employees or agents of the Company or the LLC. There are no conditions imposed by the FCC as part of any Commission Authorization that are neither set forth on the face of such Commission Authorization as issued by the FCC nor contained in the rules and regulations of the FCC applicable generally to stations of the type, nature, class or location of the Stations. All FCC regulatory fees for the Stations have been paid, and all broadcast towers from which the Stations operate have been duly registered with the FCC. Except as set forth on Schedule 4.7(b)(ii), there is no action pending nor, to the knowledge of any of the Seller Parties, threatened by or before the FCC or other body to revoke, refuse to renew, suspend, or modify any of the Commission Authorizations, or any action which may result in the denial of any pending application, the issuance of any cease and desist order, or the imposition of any administrative sanction with respect to the Stations or their operation, except for the Transfer of Control Application before the FCC in connection with the transactions contemplated by this Agreement. There is not pending, to the knowledge of any of the Seller Parties, any investigation by or before the FCC, or any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint by, before or with the FCC against the Company, the LLC, or partners, officers, directors, stockholders, members or affiliates of the Company or the LLC, nor, to the knowledge of any of the Seller Parties, are any of the foregoing threatened. The Company, the LLC and the Stations are, and the Company and

the Stations for the last three (3) years have been, operating in compliance with the Commission Authorizations, the Communications Act, and the current rules, regulations, and policies of the FCC. The Company has timely filed all reports, forms and statements required to be filed with the FCC. All applications for the Authorizations so submitted were true and correct when made. None of the Seller Parties has received any notice with respect to any of the Commission Authorizations or the Stations' compliance with the Communications Act and neither of the Seller Parties has any reason to believe that the FCC might not consent to the Transfer of Control Application as contemplated by this Agreement. All Other Authorizations have been validly issued and are validly existing, and the Company is in compliance therewith.

4.8 Title to Assets. Except for the assets and properties leased to the Company pursuant to the leases identified in Schedule 4.9(b) hereto, either the Company or the LLC, as the case may be, has good and marketable title to all of the Assets. The Company or the LLC, as the case may be, has good leasehold title to all of its assets that are leased by it. None of the Assets are subject to any Lien except for the Permitted Liens. All of the material Assets are and as of the Closing will be in good operating condition and repair, reasonable wear and tear excepted, are and as of the Closing will be suitable for the purposes used, and are adequate and sufficient for the operations of the Stations and the conduct of the Company's and LLC's respective businesses as presently conducted. By virtue of the Merger and the acquisition of the Membership Interests as provided in Article 2 hereof, Buyers will indirectly acquire all of the Assets, free and clear of all Liens except for the Permitted Liens.

4.9 Properties.

Schedule 4.9(a) contains a list and brief description of all Real Property, including all structures located on such Real Property and any other interest therein, including, but not limited to any easements, variances, and air rights in respect of the foregoing. All improvements on the Real Property comply with applicable laws, ordinances, regulations and orders, including those applicable to zoning, land use and building codes. No law, ordinance, regulation, order, restriction or agreement, including any zoning law, prohibits the use of any Real Property in the manner currently used by the Company or the LLC, as the case may be, or to the knowledge of any of the Seller Parties, any planned expansion or alteration of or addition to the structures located on the Real Property. All antenna structures located on the Real Property that are required to be registered with the FCC have been so registered and such structures comply with the painting and lighting requirements promulgated by the Federal Aviation Administration. Except as disclosed on Schedule 4.9(a), the consummation of the transactions contemplated hereunder will not adversely affect the Buyers' right to use the Real Property for the same purpose and to the same extent as used by the Company or the LLC prior to the date of this Agreement. Each parcel of Real Property has unencumbered and unrestricted vehicular and pedestrian access to a publicly dedicated road either directly or indirectly by virtue of an easement not terminable by the grantor thereof, or by his heirs, personal representatives, successors or assigns. Each parcel of Real Property has all utility service, including without limitation gas, water, electricity, telephone and sanitary sewer service, required for the operation of the Real Property for its current use, and all such utilities enter such parcel of Real Property from a publicly dedicated right-of-way either directly or indirectly by virtue of an easement not terminable by the grantor thereof, or by his heirs, personal representatives, successors or assigns. With respect to each parcel of Real Property, the improvements, buildings and other structures, including all towers, transmitter buildings and guy wires, located on such parcel are located and

contained completely within the boundaries of such parcel of Property and none of such improvements, buildings or other structures, including towers, transmitter buildings and guy wires, creates an encroachment over, across or upon the boundary lines of such parcel or any rights of way or easements. The design and as-built conditions of each parcel of Property are such that surface and storm water do not accumulate on such parcel and such water does not drain from such parcel of Property across land of adjacent property owners. No portion of any parcel of Property is located within a flood plain.

(a) Schedule 4.9(b) contains a true, complete and accurate list of all leases and subleases of Real Property under which the Company or the LLC holds any leasehold or other interest or right to the use thereof (the "Real Property Leases") or pursuant to which the Company or the LLC has leased, assigned, sublet or granted any rights therein or with respect thereto.

(b) Schedule 4.9(c) contains a true, complete and accurate list of all items of machinery, equipment, vehicles, furniture, fixtures, transmitting towers, transmitters, antennae, office materials and supplies, spare parts, music libraries and other Tangible Personal Property owned, leased or used by the Company or the LLC, except for items having a value of less than \$5,000 which do not, in the aggregate, have a total value of more than \$10,000, setting forth with respect to all such listed property all leases relating thereto (the "Personal Property Leases").

4.10 Contracts.

(a) Schedule 4.10(a) lists all Contracts excluding (A) purchase orders for necessary supplies or services and air time sales orders for cash made in the ordinary course of business (on customary terms and conditions and consistent with past practice) involving payments or receipts by the Company or the LLC of less than \$10,000.00 in any single case or series of related orders, and (B) contracts entered into in the ordinary course of business on customary terms and conditions which are terminable by the Company or the LLC on less than 30 days' notice without any penalty or consideration and involving payments or receipts during the entire life of such contracts of less than \$10,000.00 in the case of any single contract but not more than \$50,000.00 in the aggregate.

(b) Schedule 4.10(b) lists all agency and representative agreements and all agreements providing for the services of an independent contractor to which the Company or the LLC is a party or by which the Company or the LLC, or any of the Stations, is bound.

(c) Except as set forth on Schedule 4.10(c), neither the Company nor the LLC is a party to any Advertising Contracts for which the Company or LLC, as the case may be, will receive other than cash consideration, and for which an obligation to broadcast advertising time is outstanding.

(d) True and complete copies of all Contracts required to be listed pursuant to this Section 4.10 (the "Material Contracts") (to the extent in writing or if not in writing, an accurate summary thereof), together with any and all amendments thereto, have been delivered to the Buyers. All of the Material Contracts (other than those which have been fully

performed) are in full force and effect. There is not under any Material Contract any existing default by the Company or the LLC, as the case may be, or to the Company's and the Shareholder's knowledge, any other party thereto, or any existing event which, after notice or lapse of time, or both, would constitute a default or result in a right to accelerate or loss of rights.

4.11 Insurance. Schedule 4.11 lists all fire, theft, casualty, liability and other insurance policies insuring the Company or the LLC. The assets of the LLC and the Company are insured at full replacement cost against loss or damage by fire or other risks, and the Company or LLC, as the case may be, maintains liability insurance, to the extent and in the manner and covering such risks as is customary for companies engaged in a business similar to the business of the Company and the LLC or owning assets similar to the assets of the Company or the LLC, as the case may be. The coverage under each such policy of insurance set forth in Schedule 4.11 hereto is in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or nonrenewal with respect to, or disallowance of any claim under, any such policy has been given to the Company or the LLC. Except as set forth in Schedule 4.11, there are no pending claims against such insurance policies as to which the applicable insurer has denied liability and there exist no claims that have not been properly or timely submitted by the Company or LLC, as the case may be, to the applicable insurer.

4.12 Absence of Changes or Events since Balance Sheet Date. Except as set forth in Schedule 4.12 hereto, since December 31, 2002 (the "Balance Sheet Date") the Company and the LLC have operated the Stations and conducted their respective businesses only in the ordinary course in a manner consistent with past practices. Without limiting the foregoing, since such date, neither the Company nor the LLC has, except as set forth on Schedule 4.12:

(i) incurred any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, except current liabilities for trade or business obligations incurred in the ordinary course of business and consistent with its prior practice, none of which liabilities, in any case or in the aggregate, adversely affects the condition (financial or otherwise), assets, liabilities, operations or prospects of the Company or the LLC or any of the Stations;

(ii) except for the Sioux Falls Mortgage, mortgaged, pledged or subjected to Lien (other than Permitted Liens), any of its property, business or assets, tangible or intangible;

(iii) sold, transferred, leased to others or otherwise disposed of any of its assets or rights, other than inoperable or obsolete items or items consumed in the ordinary course of business consistent with past practice except for the distribution of the Excluded Real Property;

(iv) received any written notice of actual or threatened termination of any contract, lease or other agreement, or suffered any damage, destruction, loss, change, event or condition, financial or otherwise (whether or not covered by insurance), received any written notice from any advertiser from whom the Company or the LLC has received more than \$10,000 in revenue in the past twelve (12) months that such advertiser, nor does any of the Seller Parties have any knowledge that any such advertiser intends to, cease doing business with the Company, the LLC or any of the Stations;

(v) had any change in its relations with any employees, agents, landlords, or suppliers or any governmental regulatory authority or self-regulatory authorities;

(vi) encountered any labor union organizing activity, had any actual or threatened employee strikes, disputes, work stoppages, slow downs or lockouts, or had any material change in its relations with its landlords or any governmental regulatory authority or self-regulatory authorities;

(vii) except as set forth in Schedule 4.12, made any change or changes in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, conditionally or otherwise, and whether as bonus, extra compensation, pension or severance or vacation pay or otherwise, to any director, officer, employee, salesman, distributor or agent;

(viii) except as set forth on Schedule 4.12(viii), made any capital expenditures or capital additions in excess of \$10,000.00 in the aggregate.

(ix) instituted, settled, or agreed to settle any litigation, action, or proceeding before any court or governmental body;

(x) entered into any transaction, contract, or commitment other than in the ordinary course of business on customary terms and conditions consistent with past practice, or paid or agreed to pay any brokerage, finder's fee, or other compensation in connection with, or incurred any severance pay obligations by reason of, this Agreement or the transactions contemplated hereby, other than the broker fee generated by W. Lawrence Patrick of Patrick Communications, which shall be the sole responsibility of Sellers; or

(xi) changed its accounting practices, methods or principles used other than as required by generally accepted accounting principles; or

(xii) entered into any agreement or made any commitment to take any of the types of actions described in any of subsections (i) through (xi) above.

4.13 Intangibles. The Company or the LLC, as the case may be, owns or possesses all rights necessary to use the call letters KROC, KYBA, KYBB, KIKN, KKLS, KMXC, KSOO, and KXRB together with all copyrights, trademarks, trade names, logos, slogans, jingles, service marks, and other proprietary rights and Intangibles currently used in connection with the operation of Stations, as the case may be, free and clear of any Liens, none of which rights will be adversely affected by consummation of the transactions contemplated by this Agreement. None of the Seller Parties has any knowledge of any infringement or unlawful, unauthorized or conflicting use of or rights in any of the foregoing, or of the use of any call letters, slogan, logo or other intangible property rights by any broadcast station in the areas served by the Company, the LLC or the Stations which may be confusingly similar to any of the call letters, slogans, logos or other intangible property rights currently used in connection with the operation of the Stations. Neither the Company nor the LLC is infringing upon or otherwise acting adversely to, nor has any of the Seller Parties received notice that in connection with the operation of the Stations any Seller Party is infringing upon or otherwise acting adversely to, any copyrights, trademarks, trademark rights, service marks, service mark rights, trade names, service names, slogans, call letters, logos, jingles, licenses, or any other proprietary rights owned by any other

person or entity. Schedule 4.13 lists all trademarks, trademark registrations, and applications therefor, service marks, service mark registrations, and applications therefor, service names, trade names, patents and patent applications, copyright registrations, and applications therefor, domain names, and names of sites, wholly or partially owned, held or used in connection with the operation of the Stations and any licenses (other than for shrink wrap software), Internet or web-site agreements, (including, without limitation, all interactive service, portal, web site management, hosting, server, content licensing, advertising, branding, and link or hyperlink agreements), development agreements, royalty agreements, and all contracts, agreements, commitments or licenses relating to patents, trademarks, trade names, copyrights, software, know how, trade secrets, proprietary information and other Intangibles, relating to the Stations or to which the Company or the LLC is a party or by which the Company or the LLC is bound.

4.14 Environmental Matters.

(a) Except as set forth in Schedule 4.14 hereto, (i) no Hazardous Substance (as hereinafter defined) has been stored (in a manner which may require correction or remediation action under or pursuant to an Environmental Requirement), treated, released, disposed of or discharged by the Seller Parties on, onto, about, from, under or affecting any of the Real Property, or any real property previously owned, leased or otherwise occupied by the Company or the LLC, during the time of such ownership, lease or occupation by the Company or the LLC or, to the knowledge of any of the Seller Parties, at any other time, (ii) there is not presently and has never been an underground storage tank on any of the Real Property or any real property previously owned, leased or otherwise occupied by the Company or the LLC (provided that the foregoing representation in this clause (ii) is given only to the knowledge of the Seller Parties with respect to periods other than when the subject Real Property or other real property was owned, leased or occupied by the Company or the LLC), and (iii) neither the Company nor the LLC has, to the knowledge of the Seller Parties, any liability that is based upon or related to environmental conditions under or about any of the Real Property or any real property previously owned, leased or otherwise occupied by the Company or the LLC. Each of the Company and the LLC has all permits required by any Environmental Requirement necessary for its respective operations and has complied with all Environmental Requirements applicable to the Real Property and all real property previously owned, leased or otherwise occupied by the Company or the LLC. There are no PCBs located on any of the Real Property or any real property previously owned, leased or otherwise occupied by the Company or the LLC. The term "Hazardous Substance" as used in this Agreement shall include, without limitation, oil and other petroleum products, explosives, radioactive materials, chemicals, pollutants, contaminants, wastes, toxic substances, genetically modified organisms, and related and similar materials, and any other substance or material defined as a hazardous, toxic or polluting substance or material by any federal, state or local law, ordinance, rule or regulation, including polychlorinated biphenyls, asbestos and asbestos-containing materials.

(b) Neither the Company nor the LLC has (i) given any report or notice to any governmental agency or authority involving the use, management, handling, transport, treatment, generation, storage, disposal, spill, escape, seepage, leakage, spillage, emission, release, discharge, remediation or clean-up of any Hazardous Substance on or about any of the Real Property or otherwise caused by the Company, the LLC or any affiliate of either of them (a "Hazardous Discharge"); (ii) received any, or to the knowledge of any of the Seller Parties, is threatened to receive any Environmental Complaint and the Company and the LLC are

in compliance with notification, reporting and registration provisions of all Environmental Requirements, including without limitation, the Toxic Substance Control Act and the Federal Insecticide, Fungicide and Rodenticide Act.

4.15 Employees. Schedule 4.15 lists the names and current annual salary rates and commission schedules of all persons (including independent commission agents) employed or engaged by the Company or the LLC, and showing separately for each such person the amounts paid or payable as salary, bonus payments and direct and indirect compensation for the twelve (12)-month period ended December 31, 2002 and the eight (8) months ended August 31, 2003. Schedule 4.15 also lists all employment agreements, and other written agreements or understandings, that either the Company or the LLC has with any employees listed thereon.

4.16 Employee Benefits.

(a) Schedule 4.16(a) lists any pension, retirement, profit-sharing, deferred compensation, stock option, employee stock ownership, severance pay, vacation, bonus or other incentive plan; any medical, vision, dental or other health plan; any life insurance plan or any other employee benefit plan or fringe benefit plan; any other material commitment, payroll practice or method of contribution or compensation (whether arrived at through collective bargaining or otherwise), whether formal or informal, whether funded or unfunded including, without limitation, any "employee benefit plan," as that term is defined in Section 3(3) of ERISA that is currently or has previously been adopted, maintained, sponsored in whole or in part, or contributed to by either the Company or the LLC, or an ERISA Affiliate of either of them, for the benefit of, providing any remuneration or benefits to, or covering any current or former employee or retiree, any dependent, spouse or other family member or beneficiary of such employee or retiree, or any director, independent contractor, member, officer or consultant of the Company or the LLC, or under (or in connection with) which the Company, the LLC, or any ERISA Affiliate of either of them, has any contingent or noncontingent liability of any kind, whether or not probable of assertion (collectively, the "Company Benefit Plans"). Any of the Company Benefit Plans that is an "employee pension benefit plan," as defined in Section 3(2) of ERISA or an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, is referred to herein as an "ERISA Plan." To the extent that any of the Company Benefit Plans have been reduced to writing, copies thereof have been supplied or made available to the Buyers. In the case of any Company Benefit Plan that is not in written form, the Buyers have been provided with an accurate written description of such Company Benefit Plan as in effect on the date hereof. The Buyers have been provided with such other documentation with respect to any Company Benefit Plan as is reasonably requested by Buyer.

(b) The Company has identified to Buyer each employee, if any, of the Company or the LLC who currently is on FMLA leave and his or her job title and each employee, if any, of the Company or the LLC who has requested FMLA leave to begin after the date of this Agreement. The Company and the LLC are conducting and have conducted their respective operations in accordance with the FMLA.

(c) Except as disclosed on Schedule 4.16(a), all of the ERISA Plans and any related trusts comply with and have been maintained, operated and administered in accordance with their written terms and in compliance with the provisions of ERISA, all applicable provisions of the Code relating to qualification and tax exemption under Sections

401(a) and 501(a) of the Code or otherwise necessary to secure intended tax consequences, all applicable state or federal securities laws, all applicable reporting and disclosure requirements, and all other applicable laws, rules and regulations and collective bargaining agreements, and neither the Company nor the LLC nor any ERISA Affiliate has received any notice from any governmental agency or instrumentality questioning or challenging such compliance. Except as disclosed on Schedule 4.16(a), any noncompliance or failure to properly maintain, operate or administer an ERISA Plan or related trust has not rendered and will not render (i) such ERISA Plan or related trust subject to or liable for any material taxes, penalties or liabilities to any person; (ii) such ERISA Plan or related trust subject to disqualification; or (iii) the trust subject to loss of tax-exempt status.

(d) No Company Benefit Plan is or has been a multiemployer plan within the meaning of Section 3(37) of ERISA or a "Multiple Employer Plan" described in Section 413(c) of the Code. No Company Benefit Plan is subject to Title IV of ERISA and neither the Company nor the LLC has at any time during the seven-year period ending on the date of this Agreement maintained or contributed to, any defined benefit plan covered by Title IV of ERISA, or incurred any liability during such period under Title IV of ERISA. The transactions contemplated by this Agreement will not subject the Company or the LLC to liability under Title IV of ERISA, and neither the Company nor the LLC has any liability under Title IV of ERISA.

(e) Neither the Company nor the LLC nor any ERISA Affiliate, nor any administrator or fiduciary of any Company Benefit Plan (or agent or delegate of any of the foregoing) have engaged in any transaction, taken any action or failed to take any action giving rise to any direct or indirect liability (by indemnity or otherwise) for a breach of any fiduciary, co-fiduciary or other duty under ERISA. No material oral or written representation or communication with respect to any aspect of the Company Benefit Plans has been or will be made by authorized officers or managers of the Company or the LLC to employees of the Company or the LLC prior to the Closing Date that is not in accordance with the written or otherwise preexisting terms and provisions of such Company Benefit Plans in effect immediately prior to the Closing Date, except for any amendments or terminations required by the terms of this Agreement or otherwise required by law or a governmental agency. Except as set forth in Schedule 4.16(a), to the knowledge of the Seller Parties, there are no unresolved claims or disputes under the terms of, or in connection with, the Company Benefit Plans (other than routine undisputed claims for benefits under the Company Benefit Plans), and no action, legal or otherwise, has been commenced with respect to any claim (including claims for benefits under Company Benefit Plans).

(f) As of the Balance Sheet Date, to the knowledge of the Seller Parties, neither the Company nor the LLC has any current or future liability with respect to any services performed or any events or matters occurring, arising or accruing on or prior to such date under any Company Benefit Plan that was not reflected in the Financial Statements.

(g) Except as disclosed on Schedule 4.16(a), neither the Company nor the LLC maintains any Company Benefit Plan providing deferred or stock-based compensation that is not reflected in the Financial Statements.

(h) Neither the Company nor the LLC nor any ERISA Affiliate, have maintained, and none now maintains, a Company Benefit Plan providing welfare benefits (as defined in Section 3(1) of ERISA) to employees after retirement or other severance of employment, except to the extent required under Part 6 of Title I of ERISA and Section 4980B of the Code.

(i) Except as set forth on Schedule 4.16(i), no amounts payable under the Company Benefit Plans will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code. Except as set forth on Schedule 4.16(i), the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee (or spouse, dependent or other family member of such employee) of the Company or the LLC to severance pay, unemployment compensation or any payment contingent upon a change in control or ownership of the Company or the LLC or (ii) accelerate the time of payment or vesting, or increase the amount, of any compensation due to any such employee or former employee (or any spouse, dependent or other family member of such employee).

(j) Except as set forth on Schedule 4.16(j), the IRS has issued a favorable determination letter with respect to each ERISA Plan that is intended to be qualified under Section 401(a) of the Code. Neither the Company nor the LLC is aware of any facts that would adversely affect the qualified status of such ERISA Plan that is intended to so qualify.

(k) No non-exempt "prohibited transaction" (within the meaning of Section 4975(c) of the Code) involving any Company Benefit Plan has occurred. None of the assets of any ERISA Plan is an "employer security" (within the meaning of Section 407(d)(1) of ERISA) or "employer real property" (within the meaning of Section 407(d)(2) of ERISA).

(l) All contributions (including all employer contributions and employee salary reduction contributions) or insurance premiums that are due have been paid with respect to each Company Benefit Plan, and all contributions or insurance premiums for any period ending on or before the Closing Date that are not yet due have been paid with respect to each such Company Benefit Plan or accrued, in each case in accordance with the past custom and practice of the Company, the LLC and ERISA Affiliates.

(m) No Company Benefit Plan is or at any time was funded through a "welfare benefit fund," as defined in Section 419(e) of the Code, and no benefits under any Company Benefit Plan are or at any time have been provided through a "voluntary employees' beneficiary association" (within the meaning of Section 501(c)(9) of the Code) or a "supplemental unemployment benefit plan" (within the meaning of Section 501(c)(17) of the Code).

(n) The Company and the LLC have reserved all rights necessary to amend or terminate each of the Company Benefit Plans without the consent of any other person.

(o) All contributions required to be paid with respect to workers' compensation arrangements of the Company and the LLC have been made or accrued, in each case in accordance with the past custom and practice of the Company and the LLC.

(p) Schedule 4.16(p) lists the names, positions and current annual salary rates and commission schedules of all persons (including independent commission agents) employed or engaged by the Company or the LLC, and showing separately for each such person the amounts paid or payable as salary, bonus payments and direct and indirect compensation for the year ended December 31, 2002 and for the six months ended June 30, 2003.

4.17 Labor Matters. Neither the Company nor LLC is the subject of any union activity or labor dispute, nor has there been any strike of any kind called or threatened to be called against the Stations, the Company or the LLC. Neither the Company nor the LLC is, nor has either of them been within the last thirty-six (36) months, in violation of any applicable federal or state law or regulation relating to labor or labor practices, including, without limitation, the provisions of Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination), 42 U.S.C. § 1981 (discrimination), 41 U.S.C. § 621-634 (the Age Discrimination in Employment Act), 29 U.S.C. § 206 (equal pay), Executive Order 11246 (race, color, religion, sex, and national origin discrimination), Executive Order 11141 (age discrimination), § 503 of the Rehabilitation Act of 1973 (handicap discrimination), 42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act), 29 U.S.C. §§ 2001-2654 (Family and Medical Leave Act), and 29 U.S.C. §§ 651-678 (occupational safety and health). Schedule 4.17 sets forth a true, correct, and complete list of employer loans or advances, if any, from either the Company or the LLC, as the case may be, to its respective employees, all of which shall be paid back to the Company and the LLC, respectively, prior to Closing. The Company and the LLC are, and as of the Closing Date will be, in compliance with all applicable requirements of the Immigration and Nationality Act of 1952, as amended by the Immigration Reform and Control Act of 1986 and the regulations promulgated thereunder.

4.18 Absence of Undisclosed Liabilities. Except as and to the extent reflected or reserved against on the balance sheet as at December 31, 2002 included in the Financial Statements (excluding the notes thereto), or as set forth in Schedule 4.18 hereto, neither the Company nor the LLC has any material debts, liabilities or obligations (whether absolute, accrued, contingent or otherwise) relating to or arising out of any act, transaction, circumstance or state of facts which has heretofore occurred or existed, due or payable, other than current liabilities permitted under clause (i) of Section 4.12 hereof arising since the date of such balance sheet.

4.19 Taxes. The LLC has been a pass-through entity or a disregarded entity for federal, state and local income tax purposes for all times, and therefore will have no liability for any federal, state or local income taxes. All taxes, fees, assessments and charges, including, without limitation, income, property, sales, use, franchise, added value, employees' income withholding and social security taxes, imposed by the United States or by any foreign country or by any state, municipality, subdivision or instrumentality of the United States or of any foreign country, or by any other taxing authority, which are due and payable by the Company or the LLC, or for which the Company or LLC may be liable, (including any for which the Company or the LLC may be liable by reason of it being a member of an affiliated, consolidated or combined group with any other company at any time on or prior to the Closing Date), and all interest and penalties thereon (collectively, "Taxes" or "Tax"), have been paid in full, all Tax returns required to be filed in connection therewith have been accurately prepared and filed, and all deposits required by law to be made by the Company or the LLC with respect to employees' and other

withholding Taxes have been duly made. No deficiency for any Tax or claim for additional Taxes has been proposed, asserted, or assessed against the Company or the LLC, and neither the Company nor the LLC has granted any waiver of any statute of limitations in respect of Taxes or agreed to any extension of time with respect to Tax assessment or deficiency. Neither the Company nor the LLC has been a United States real property holding corporation within the meaning of Code § 897(c)(2). Neither the Company nor the LLC is a party to any tax allocation or sharing agreement. Neither the Company nor the LLC has any liability for the Taxes of any person as a transferee or successor, by contract or otherwise.

4.20 Records. The FCC Logs of the Stations are complete and correct in all material respects.

4.21 Antitrust Matters. The Company and the LLC have conducted and are conducting their operations in compliance with all federal and state antitrust and trade regulation laws, statutes, rules, and regulations, including without limitation, the Sherman Act, the Clayton Act, the Robinson Patman Act, the Federal Trade Commission Act, state law patterned after any of the above, all laws forbidding price-fixing, collusion, or bid-rigging, and rules and regulations issued pursuant to authority set forth in any of the above.

4.22 Accounts Receivable. All accounts receivable of the Company and the LLC arising prior to the date hereof have arisen, and all accounts receivable of the Company and the LLC arising after the date hereof and prior to Closing will have arisen, only from bona fide transactions with unrelated third parties in the ordinary course of business, and represent and will represent valid obligations arising from sales actually made in the ordinary course of business.

4.23 Bank Accounts; Powers of Attorney. Set forth on Schedule 4.23 is an accurate and complete list showing (a) the name and address of each bank in which either the Company or the LLC has an account or safe deposit box, the number of any such account or box and the names of all persons authorized to draw thereon or to have access thereto, and (b) the names of all persons, if any, holding powers attorney from the Company or the LLC.

4.24 Guaranties; Indemnities; Etc. Neither the Company nor the LLC is a guarantor or otherwise liable for any liability or obligation (including indebtedness) of any other person. Neither the Company nor the LLC has agreed to indemnify or otherwise hold harmless any person from any liability, known or unknown, existing or future, direct or indirect, contingent or primary. Neither the Company nor the LLC is a party to any non-competition, covenant-not-to-compete or similar agreement restricting the ability of the Company or the LLC to conduct business anywhere in the world.

4.25 Related Party Relationships. Except as described on Schedule 4.25, no shareholder, member nor any officer or director of the Company or the LLC, possesses, directly or indirectly, any beneficial interest in, or is a director, officer or employee of, any corporation, partnership, firm, association or business organization that is a client, supplier, customer, lessor, lessee, lender, creditor, borrower, debtor or contracting party with the Company or the LLC (except as a stockholder holding less than a one percent interest in a corporation whose shares are traded on a national or regional securities exchange or in the over-the-counter market).

4.26 Brokerage or Finder's Fee. Except for the broker fee payable to W. Lawrence Patrick of Patrick Communications, which fee shall be the sole responsibility of Sellers, no person or entity is entitled to any brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement as a result of any action taken by any of the Seller Parties or any of the Company's other affiliates, officers, directors, or employees.

ARTICLE 4A

REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

Each Shareholder, individually and not jointly, hereby represents and warrants to Buyers that:

4A.1 Title to Shares. Such shareholder is the record and beneficial owner, and has good and legal title to the shares of Company Common Stock as set forth opposite his/her name on Schedule 4.3(a) hereof, free and clear of any liens.

4A.2 Capacity and Authority. Such Shareholder, if a natural person, has the capacity and authority to execute and deliver this Agreement and the other documents contemplated hereby to which he/she is a party, and to consummate the transactions contemplated hereby and thereby, without the necessity of any act or consent of any other person whomsoever. For each such Shareholder, if a Trust, the Trustee has all requisite power and authority to execute, deliver and perform this Agreement and the other documents contemplated hereby to which such trust is a party and to consummate the transactions contemplated hereby and thereby without the necessity of any act or consent of any other person whomsoever. This Agreement constitutes, and when executed and delivered at the Closing, each other document contemplated hereby to which such Shareholder is a party, will constitute the legal, valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws that affect the enforcement of creditors' rights generally or by equitable principles relating to enforceability). All proceedings and any action required to be taken by each of the Trusts or the Trustee, relating to the execution, delivery and performance of this Agreement, the documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been taken.

4A.3 No Violation or Conflict. Except as set forth on Schedule 4A.3, and except as set forth in Article 3 with respect to the prior approval and consent of the FCC, and except for consents contemplated by Section 6.13 with respect to the HSR Act, the execution, delivery and performance of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby, will not (i) with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or require any consent or authorization under, or cause or permit acceleration under, any agreement or instrument of any debt or obligation to which such Shareholder is a party or to or by which such Shareholder or such Shareholder's respective assets are subject or bound, (iii) require the consent of any party to any agreement or commitment to which such Shareholder is a party, or to or by which such Shareholder or such Shareholder's assets are subject to or bound, (iv) result in the creation or imposition of any Lien upon any of the assets of such Shareholder, or (v) violate any law, rule or regulation or any

order, judgment, decree or award of any court, governmental authority or arbitrator to or by which such Shareholder, or any of such Shareholder's respective assets, is subject or bound.

4A.4 Organization; Standing. Such shareholder, if a trust, is an irrevocable trust validly existing under the laws of the State of Minnesota and has all requisite power and authority to carry on its business in respect of the Stations.

ARTICLE 4B

REPRESENTATIONS AND WARRANTIES OF MEMBER

The Member hereby represents and warrants to Buyers that:

4B.1 Title to Membership Interests. The Member owns all of the title, rights and interest in the Membership Interests free and clear of any Liens.

4B.2 Capacity and Authority. The Member has the capacity and authority to execute and deliver this Agreement and the other documents contemplated hereby to which the Member is a party, and to consummate the transactions contemplated hereby and thereby, without the necessity of any act or consent of any other person whomsoever. This Agreement constitutes, and when executed and delivered at the Closing, each other document contemplated hereby to which the Member is a party, will constitute the legal, valid and binding obligation of the Member enforceable against each in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws that affect the enforcement of creditors' rights generally or by equitable principles relating to enforceability).

4B.3 No Violation or Conflict. Except as set forth on Schedule 4B.3, and except as set forth in Article 3 with respect to the prior approval and consent of the FCC, and except for consents contemplated by Section 6.13 with respect to the HSR Act, the execution, delivery and performance of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby, will not (i) with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or require any consent or authorization under, or cause or permit acceleration under, any agreement or instrument of any debt or obligation to which the Member is a party or to or by which the Member or the Member's assets are subject or bound, (iii) require the consent of any party to any agreement or commitment to which the Member is a party, or to or by which the Member's assets are subject to or bound, (iv) result in the creation or imposition of any Lien upon any of the assets of the Member, or (v) violate any law, rule or regulation or any order, judgment, decree or award of any court, governmental authority or arbitrator to or by which the Member, or any of the Member's assets, is subject or bound.

4B.4 Disclosure. No representation or warranty by any of the Seller Parties contained in this Agreement nor any written statement or certificate furnished or to be furnished by or on behalf of any of the Seller Parties to Buyers or any of their representatives in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained, under

the circumstances under which made, not misleading or necessary in order to provide a prospective purchaser of the Asset, the Stations, the Company and the LLC with adequate information as to each Seller Party, the Stations, the Real Property, and the Assets, and each Seller Party has disclosed to Buyer in writing all material adverse facts known to them relating to any of the foregoing. The representations and warranties contained in this Agreement or any document delivered in connection with this Agreement shall not be affected or deemed waived by reason of the fact that the Buyers and/or any of their representatives knew or should have known that any such representation or warranty is or might be inaccurate in any respect.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYERS

Each of Buyer and Acquisition Sub hereby represents and warrants to the Seller Parties as follows:

5.1 Organization and Standing. Buyer is a corporation validly existing and in good standing under the laws of the State of Nevada. Acquisition Sub is a corporation validly existing and in good standing under the laws of the State of Minnesota.

5.2 Authority. Each of Buyer and Acquisition Sub have all requisite corporate power and authority to enter into this Agreement and each other agreement, document, and instrument to be executed or delivered by it in connection with this Agreement (the "Buyer Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement constitutes, and, when executed and delivered at the Closing, each other Buyer Document will constitute, the legal, valid, and binding obligation of Buyers enforceable in accordance with its respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws that affect the enforcement of creditors' rights generally or by equitable principles relating to enforceability). All corporate proceedings and action required to be taken by Buyers relating to the execution, delivery and performance of this Agreement and the Buyer Documents and the consummation of the transactions contemplated hereby and thereby shall have been duly taken by the time of Closing.

5.3 No Conflict; Consents. Except as set forth in Article 3 with respect to the prior approval and consent of the FCC, and except for consents contemplated by Section 6.13 with respect to the HSR Act, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or violate any provision of the Articles of Incorporation or the Bylaws of Buyers, (ii) conflict with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or require any consent or authorization under, or cause or permit acceleration under, any agreement or instrument of any debt or obligation to which any of Buyers is a party or to or by which Buyers or their assets are subject or bound, (iii) require the consent of any party to any agreement or commitment to which any of Buyers is a party, or to or by which any of Buyers or its assets is subject or bound, (iv) result in the creation or imposition of any Lien upon any of the assets of any of Buyers, (v) violate any law, rule or regulation or any order, judgment, decree or award of any court, governmental authority or arbitrator to or by which any of Buyers or any of its assets

is subject or bound; or (vi) require the consent, approval or authorization of, or any declaration, filing or registration with, or notice to, any governmental or regulatory authority.

5.4 Stock Consideration. Upon the issuance and delivery of the LLC Stock Consideration and/or Merger Shares, if any, by Buyer to Sellers pursuant to Sections 2.5(a) and/or (b) hereof, such Class A Common Stock will be duly authorized, validly issued, and fully paid and non-assessable, and eligible for trading on the Nasdaq National Market.

ARTICLE 6

CERTAIN COVENANTS

6.1 Conduct of Business. During the period from the date of this Agreement to and including the Closing Date, the Shareholders and Member shall cause the Company and LLC to be operated and their respective businesses to be conducted in the ordinary and usual course of business and consistent with past practices. Without limiting the foregoing, prior to the Closing, neither the Company nor LLC, without the prior written consent of Buyer, shall:

(a) by any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms any of the Authorizations, or give the FCC grounds to institute any proceeding for the revocation, suspension, or modification of any of the Authorizations, or fail to prosecute with due diligence any pending application with respect to any of the Authorizations;

(b) dissolve, liquidate, merge, or consolidate or sell, transfer, lease, or otherwise dispose of any of the Assets, other than supplies consumed in the ordinary and customary course of business and as provided in Section 2.10 hereof, or obligate itself to do so;

(c) amend, modify, change, alter, terminate, rescind, or waive any rights or benefits under any contract, agreement or commitment required to be listed in the schedules to this Agreement, or enter into any contract, agreement, or commitment which, if in existence as of the date of this Agreement would have been required to be listed in the schedules to this Agreement, except as provided in Section 6.14 hereof;

(d) cancel or fail to renew any of the current insurance policies or any of the coverage thereunder maintained for the protection of any of the Real Property, the Stations, Assets or business of the Company or the LLC;

(e) declare, set aside or pay any dividend or other distribution in respect of the Company Common Stock or Membership Interests (other than distribution of the Excluded Assets), or issue any additional shares, membership interests or rights, options or calls with respect to the Company Common Stock or the Membership Interests, or make any change whatsoever in the capital structure of the Company or the LLC; or

(f) perform, take any action, or incur or permit to exist any of the acts, transactions, events, or occurrences of the type described in Section 4.12 hereof which would have been inconsistent with the representations and warranties set forth in Section 4.12 hereof, had the same occurred after the Balance Sheet Date and prior to the date hereof.

6.2 Operations. During the period from the date of this Agreement to the Closing Date, the Seller Parties shall have sole responsibility for the Company, the LLC and their respective operations, and during such period the Company and the LLC shall, and the Shareholders and Member shall cause the Company and the LLC, to:

(a) operate the Stations in a manner consistent with the normal and prudent operation of commercial broadcast radio stations of similar size and format and in accordance with the rules and regulations of the FCC and the Authorizations and file all ownership reports, employment reports, applications, responses, and other documents required to be filed during such period and maintain and promptly deliver to the Buyers true and complete copies of all such required filings;

(b) deliver to the Buyers within five (5) business days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Stations which are filed with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which the filing is responsive (and in the event of an oral FCC inquiry, the Company will furnish a written summary thereof);

(c) preserve intact the goodwill and staff of the Company and the LLC and the relationships of the Company and the LLC with advertisers, customers, suppliers, contracting parties, governmental authorities and others having business relations with the Company and the LLC and pay all trade payables of the Company and the LLC in the ordinary course of business;

(d) maintain in full force and effect all material Permits that are presently held and required for the operation of the business of the Company or the LLC as currently conducted, including without limitation all Commission Authorizations which are currently held and are required for the operation of the Stations as currently conducted;

(e) maintain all of the material Assets in good repair and condition, reasonable wear and tear excepted, and maintain the types and levels of insurance currently in effect for the Company, the LLC and the Assets; and

(f) upon any damage, destruction or loss to any material Asset, apply any insurance proceeds received with respect thereto to the prompt repair, replacement, and restoration thereof to the condition of such Asset before such event or, if required, to such other (better) condition as may be required by applicable laws.

6.3 Changes in Information. During the period from the date of this Agreement to the Closing Date, the Company shall give, and the Shareholders shall cause the Company to give, the Buyers prompt written notice of any material change in, or any of the information contained in, the representations and warranties made in or pursuant to this Agreement or of any event or circumstance which, if it had occurred on or prior to the date hereof, would cause any of such representations or warranties not to be true and correct.

6.4 Restrictions on the Buyers. Nothing contained in this Agreement shall give the Buyers any right to control the programming or operations of the Stations prior to the Closing Date and the Company shall have complete and ultimate control of the programming and

operation of the Stations between the date hereof and the Closing Date, and shall operate the Stations in conformity with the public interest, convenience and necessity and with all other applicable requirements of law.

6.5 Going Off the Air. If any of the Stations goes off the air for any engineering reason, act of God, or any other reason not caused by the Buyers, the Company shall, and the Shareholders shall cause the Company to, immediately notify the Buyers and shall take all reasonable steps to begin broadcasting as soon as possible. If any of the Stations is unable to begin and to continue broadcasting on a normal and customary basis within one hundred twenty (120) hours, the Buyers may, at their option, terminate this Agreement without incurring any liability to the Sellers.

6.6 Access to Information. During the period from the date of this Agreement to the Closing Date, the Buyers and their accountants, counsel, and other representatives shall, upon prior written or telephone notice be given reasonable and continuing access during normal business hours to all of the facilities, properties, books, and records of the Company and the LLC, and they shall be furnished with such documents and information with respect to the affairs of the Company, the LLC and the Stations as from time to time may reasonably be requested, and in furtherance thereof, the Buyers may retain, at their own expense, an engineering firm of their own choosing to conduct engineering studies regarding the Company's and the LLC's properties.

6.7 No Shop. Sellers hereby jointly and severally agree that from and after the date hereof and until the termination of this Agreement, no Seller will sell, transfer, or otherwise dispose of any direct or indirect interest in either the Company or the LLC, or the Assets (except for dispositions expressly permitted elsewhere in this Agreement), or any rights in any such Assets or interests, and none of the Sellers or any other officer, director or manager of the Company or the LLC will respond to inquiries or proposals, or enter into or pursue any discussions, or enter into any agreements (oral or written), with respect to, the sale or purchase of any direct or indirect interest in the Company or the LLC, or any option or warrant with respect to such interest, or the merger, consolidation, sale, lease or other disposition of all or any portion of the assets, business, rights or Authorizations of the Company, the LLC or the Stations. The provisions of this Section 6.7 shall not be deemed to limit or negate any other obligations of the Sellers under this Agreement.

6.8 Preservation of Business. During the period from the date of this Agreement to the Closing Date, the Sellers shall use reasonable business efforts to preserve intact the goodwill and staff of the Company and the LLC, and the relationships of the Company and the LLC with advertisers, customers, suppliers, contracting parties, governmental authorities and others having business relations with the Company, the LLC or the Stations.

6.9 Environmental Audits; Environmental Notices. Prior to the Closing Date, the Buyers may, at their own expense, perform a Phase I environmental audit and/or commence a Phase II environmental audit of each of the Real Property sites (the "Environmental Audits"). In the event that, on or prior to the Closing, any of Sellers receive any notice or advice from any governmental agency or authority or any other source with respect to a Hazardous Discharge or presence of a Hazardous Substance, the Sellers shall immediately notify the Buyers and furnish to the Buyers a copy of all such notices, correspondence and other documentation in connection

therewith. The Sellers shall promptly conduct all investigations, studies, sampling and testing as may be appropriate in connection with any such notice or advice in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

6.10 Additional Financial Statements. The Company and the LLC shall deliver to the Buyers all regularly prepared unaudited consolidated financial statements of the Company prepared after the date of this Agreement in format historically utilized internally, as soon as same become available, which financial statements shall be issued no less frequently than monthly.

6.11 Public Announcements. None of the Seller Parties shall announce or issue a press release in connection with the transactions contemplated hereunder without the express prior written consent of Buyer.

6.12 Real Property Compliance. No later than thirty (30) days prior to the Closing, Sellers shall at Sellers' sole cost and expense, except as otherwise provided for in this Section 6.14, deliver the following items to Buyer for each parcel of Real Property described in Schedule 4.8(a) hereof:

(a) a current commitment issued by Chicago Title Insurance Company or another nationally recognized title company reasonably acceptable to Buyer (the "Title Company") for a 1992 ALTA fee owner's title insurance policy, insuring marketable fee simple title to the Property (individually, the "Title Policy" and collectively, the "Title Policies"), together with legible and complete copies of all exceptions and matters referred to therein; provided that Buyer shall be responsible for any title insurance premiums for the issuance of the Title Policies;

(b) at Buyer's sole expense an up-to-date ALTA Land Title Survey certified within ninety (90) days of the date of this Agreement, prepared by a surveyor licensed in the jurisdiction where the Real Property is located, completed in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM and NSPS in 1999, and including items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of Table A thereof, and certified to the Title Company, Buyer and any other parties designated by Buyer;

(c) a copy of a current certificate issued from the applicable local jurisdiction indicating the zoning classification of the relevant property and a copy of all special use permits and certificates of occupancy and/or completion (collectively the "Compliance Information");

(d) copies of duly recorded leases for each parcel of leased Real Property or a Memorandum of Lease for each parcel of leased Real Property in form reasonably satisfactory to Buyer;

(e) a subordination and non-disturbance agreement from landlord and any lender that has an interest in any of the parcels of leased Real Property; and

(f) an estoppel certificate by landlord for each Real Property Lease.

6.13 HSR Act Filings. Within ten (10) business days of the Approval Date, Buyer and Sellers shall each make the required filings in connection with the transactions contemplated hereby under the HSR Act with the FTC and the Antitrust Division of the United States Department of Justice, and shall request early termination of the waiting period with respect to such filings. As promptly as practicable, from time to time after such initial filings, each party shall make all such further filings and submissions and take such further actions as may be reasonably required in connection therewith and shall furnish all other information reasonably necessary therefor. The Sellers and Buyer shall notify the other immediately upon receiving any request for additional information with respect to such filings from either the Antitrust Division or the FTC and the party receiving such request shall use its best efforts to comply with such request as soon as reasonably possible. Neither party hereto shall withdraw any filing or submission without prior written consent of the other. All fees in connection with the required filings shall be borne one-half (1/2) by Buyer and one-half (1/2) by Seller.

6.14 Schedules and Due Diligence. Seller Parties and Buyer acknowledge and agree that Seller Parties have only delivered Schedules 4.3(a)(i), 4.5, 4.6, 4.7(b)(ii), 4.12, 4.14 and 4.18 to this Agreement as of the date hereof and that Seller Parties have not provided any due diligence materials regarding Seller Parties and the operation of the Stations to Buyer. The Company and LLC hereby covenant and agree, and Shareholders and Member hereby covenant and agree to cause Company and LLC to deliver to Buyer on or before December 5, 2003 (i) the remaining Schedules referenced in this Agreement to be attached hereto and made a part hereof and (ii) all due diligence materials reasonably requested by Buyer, including but not limited to any FCC due diligence materials. Buyer may terminate this Agreement (i) should Seller fail to timely provide such Schedules or due diligence, or (ii) if within ten (10) business days of the later delivery of either such Schedules or such due diligence materials (the "Approval Date"), any such Schedules or due diligence materials are not satisfactory to Buyer at its sole discretion. The Seller Parties further covenant and agree to terminate prior to Closing any Material Contract set forth in the Schedules to be provided after the date hereof upon Buyer's written request.

ARTICLE 7

CLOSING CONDITIONS

7.1 Conditions Precedent to the Obligations of the Buyers. The obligations of the Buyers under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions, all of which may be waived, in whole or in part, by Buyer for purposes of consummating such transactions, but without prejudice to any other right or remedy which the Buyers may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of Seller Parties contained herein or any other certificate or instrument furnished by or on behalf of the Seller Parties hereunder:

(a) no action, suit, or proceeding shall have been instituted against any of the Seller Parties, or against either of the Buyers by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of the Seller Parties contained in this Agreement, and any exhibits hereto, or any certificates or documents delivered in connection with this Agreement shall be true and correct when made, and shall also be true and correct in all material respects (disregarding for this purpose any qualification as to materiality already set forth in such representations and warranties) at the time of Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by the Seller Parties at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of the Company and a Member of the LLC shall each deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 7.1(b) above;

(d) the Initial Order shall have been granted and the Initial Order shall not include any condition that Buyer reasonably determines to be adverse to the Buyers, and the Initial Order shall have become a Final Order, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law including, without limitation, the expiration or early termination of any waiting period required under the HSR Act;

(e) the Buyers shall have received an opinion of the Company's and the LLC's corporate counsel dated the Closing Date, addressed to the Buyers and favorably opining as to the matters included in Exhibit 7.1(e) hereto, in form and substance reasonably satisfactory to Buyer;

(f) the Buyers shall have received an opinion of the Company's FCC counsel dated the Closing Date, addressed to the Buyers and favorably opining as to the matters included in Exhibit 7.1(f) hereto, in form and substance reasonably satisfactory to Buyer;

(g) the Buyers shall have received a tax opinion of Jones Day, counsel to Buyers, addressed to the Buyers and favorably opining as to the matters included in Exhibit 7.1(g) hereto, in form and substance reasonably satisfactory to the Buyers (the issuance of such opinion shall be conditioned upon receipt by such tax counsel of customary representation letters from each of the Seller Parties in form and substance reasonably satisfactory to such tax counsel);

(h) since the date of this Agreement, no changes or events shall have occurred that, individually or in the aggregate, have (or could reasonably be expected to have) a Material Adverse Change;

(i) each shareholder of the Company shall have voted in favor of the Merger at a shareholder meeting held prior to Closing and, in the event Buyer determines to utilize Merger Shares as consideration, delivered to the Buyers a duly executed Investment Representation Letter, substantially in the form attached hereto as Exhibit 7.1(i);

(j) each Member shall have approved the sale of the Membership Interests and delivered to Buyer and in the event Buyer determines to utilize the LLC Stock

Consideration, delivered to the Buyers a duly executed Investment Representation Letter, substantially in the form attached hereto as Exhibit 7.1(j);

(k) Buyers shall have received the consents set forth on Schedule 7.1(k) hereto;

(l) Buyers shall have received the Compliance Information and all other real estate documents required to be delivered under section 6.12; and

(m) the results of the Environmental Audits shall be satisfactory to Buyer; and

(n) the Seller Parties shall have delivered to the Buyers the documents specified in Section 8.2 hereof.

7.2 Conditions Precedent to the Obligations of the Seller Parties. The obligations of the Seller Parties under this Agreement to proceed with the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions, all of which may be waived in whole or in part by the Seller Parties for purposes of consummating such transactions, but without prejudice to any other right or remedy which the Seller Parties may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of the Buyers contained herein or any other certificate or instrument furnished by or on behalf of the Buyers hereunder:

(a) no action, suit, or proceeding shall have been instituted against any of the Seller Parties, or against either of the Buyers by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of the Buyers contained in this Agreement or any exhibits hereto or any certificates or documents delivered by the Buyers to the Seller Parties in connection with this Agreement shall be true and correct when made and shall also be true and correct in all material respects (disregarding for this purpose any qualification as to materiality already set forth in such representations and warranties) at the time of the Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by the Buyers at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of Cumulus shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 7.2(b) above;

(d) the Final Order shall have been granted, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law including, without limitation, the expiration or early termination of any waiting period required under the HSR Act;

(e) the Company shall have received a tax opinion of Dunlap & Seeger, P.A., counsel to the Company, dated the Closing Date and addressed to the Company, favorably opining as to the matters included in Exhibit 7.2(f) hereto, in form and substance reasonably satisfactory to the Company (the issuance of such opinion shall be conditioned upon receipt by such tax counsel of customary representation letters from each of Buyer, Cumulus Media and the Company in form and substance reasonably satisfactory to such tax counsel) ; and

(f) the Buyers shall have delivered to the Seller Parties the documents and items specified in Section 8.3 hereof.

ARTICLE 8

CLOSING; DELIVERIES

8.1 Closing.

(a) The closing under this agreement (the "Closing") shall take place at the offices of the Buyers' counsel, at 10:00 a.m., local time, on the fifth (5th) business day after the Initial Order has become a Final Order, or such other date, place, or time as the parties hereto shall mutually agree upon; provided, however, that, at Buyer's option, exercisable upon written notice to Sellers and deliverable at any time after the Initial order is granted but prior to it having become final, the Closing shall take place on the fifth (5th) business day after the delivery of such notice to Sellers. The Closing shall be effective as of 12:01 a.m. on the Closing Date. All proceedings to be taken and all documents to be executed and delivered by the parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

8.2 Deliveries of the Seller Parties. At the Closing, the Seller Parties shall deliver all of the documents set forth below:

(a) all certificates representing shares of the outstanding Company Common Stock, accompanied by duly executed stock powers or duly endorsed in blank;

(b) Membership Assignment, duly executed by the Member in respect of all Membership Interests;

(c) certified copies of resolutions duly adopted by the board of directors of the Company, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and certified copies of resolutions duly adopted by the shareholders of the Company approving the Merger and the other documents and transactions contemplated hereby;

(d) a certificate by an officer, manager or Member of the LLC stating that the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been fully authorized by all required actions;

(e) the corporate minute book, stock ledger and all other original and duplicate Business Records of the Company;

(f) all minutes and other original and duplicate limited liability company records of the LLC;

(g) a copy of the articles of incorporation of the Company, and the Articles of Organization of the LLC, including all amendments thereto, certified by the Secretary of State of the State of Minnesota and South Dakota, respectively, dated within 10 days of the Closing Date;

(h) a copy of the bylaws of the Company and the Operating Agreement of the LLC, certified by the corporate secretary of the Company and an officer, manager or member of the LLC, respectively as being correct and complete and in effect on the Closing Date;

(i) certificates, each dated within 10 days of the Closing Date, from the respective Secretaries of State or other appropriate officials of the jurisdiction of incorporation of the Company and each jurisdiction in which the Company conducts business, showing that, with respect to the jurisdiction of incorporation of the Company, the Company is duly incorporated and in good standing in such jurisdiction and, with respect to each other such jurisdiction, that the Company is duly qualified and in good standing as a foreign corporation authorized to transact business in such jurisdiction;

(j) certificates, each dated within 10 days of the Closing Date, from the respective Secretaries of State or other appropriate officials of the jurisdiction of formation of the LLC and each jurisdiction in which the LLC conducts business, showing that, with respect to the jurisdiction of formation of the LLC, the LLC is duly formed and in good standing in such jurisdiction and, with respect to each other such jurisdiction, that the LLC is duly qualified and in good standing as a foreign limited liability company authorized to transact business in such jurisdiction

(k) the Gentling Non-Compete Agreement, duly executed by Greg Gentling;

(l) All Contracts, FCC Logs and Business Records;

(m) the certificate described in Section 7.1(c) hereof;

(n) an opinion of the Company's and LLC's corporate counsel, dated the Closing Date, addressed to the Buyers, favorably opining as to the matters included in Exhibit 7.1(e) hereto and in form and substance satisfactory to Buyer;

(o) an opinion of the Company's FCC counsel dated the Closing Date, addressed to the Buyers favorably opining as to the matters included in Exhibit 7.1(f) hereto and in form and substance satisfactory to Buyer;

(p) resignations of each director, officer and manager of the Company and the LLC respectively;

(q) duly executed Investment Representation Letters substantially in the form of Exhibit 7.1(i) and Exhibit 7.1(j);

(r) the duly executed Indemnification Escrow Agreement;

(s) the Compliance Information;

(t) copies of duly recorded leases for each parcel of leased Real Property or a Memorandum of Lease for each parcel of leased Real Property in form reasonably satisfactory to Buyer;

(u) a subordination and non-disturbance agreement from landlord and any lender that has an interest in any of the parcels of leased Real Property;

(v) an estoppel certificate by landlord for each parcel of lease Real Property; and

(w) all other documents required by the terms of this Agreement to be delivered to the Buyers at the Closing.

8.3 Buyers' Deliveries. At the Closing, the Buyers will deliver to Sellers the documents set forth below:

(a) the Merger Payment, Merger Shares or any combination thereof deliverable pursuant to the Merger;

(b) the LLC Closing Payment, LLC Stock Consideration or any combination thereof;

(c) the certificate described in Section 7.2(c) hereof;

(d) a certificate of good standing with respect to Buyer, issued as of a recent date by the Secretary of State of Nevada and a certificate of good standing with respect to Acquisition Corp, issued as of a recent date by the Secretary of State of Minnesota;

(e) certified copies of resolutions of the respective boards of directors of each of the Buyers authorizing the execution and delivery of this Agreement and the Buyer Documents and the consummation of the transactions contemplated hereby and thereby;

(f) the duly executed Gentling Non-Compete Agreement;

(g) the Indemnification Escrow Agreement, duly executed by Buyer; and

(h) all other documents required by the terms of this Agreement to be delivered to the Company at the Closing.

8.4 Further Documents. At any time and from time to time after the Closing, at the request of Cumulus, and without further consideration, the Company and the Shareholder will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and

confirmation, and take such actions, as Cumulus may reasonably deem necessary or desirable in order to more effectively carry out the Merger, the acquisition of the Membership Interests and the other transactions contemplated hereby.

ARTICLE 9

SECURITIES LAW MATTERS

9.1 Receipt of Information. Each of the Sellers hereby represents, warrants and covenants that it has received, at least twenty business days prior to the date hereof, a copy of the prospectus, dated July 3, 2002 (as supplemented on August 9, 2002), that is a part of the Registration Statement relating to the offer and sale of shares of Class A Common Stock, which includes the shares of Class A Common Stock to be delivered pursuant to Article 2 hereof. Each of the Sellers represents, warrants and covenants that it has had such opportunity as it has deemed adequate to obtain from representatives of Cumulus Media such information as is necessary to permit him to evaluate the merits and risks of receiving the Class A Common Stock.

9.2 Investment Representations. Each of the Sellers represents, warrants and covenants that:

(a) The shares of Class A Common Stock to be issued and delivered to him pursuant to the provisions of this Agreement will be, when issued and delivered, acquired by him for investment for his account and not with a view to the subsequent resale or other distribution thereof, except within the limitations prescribed under the rules and regulations under the Securities Act, or in some other manner which will not violate the registration requirements of the Securities Act or any applicable “Blue Sky” laws.

(b) Each of the Sellers is an “accredited investor” as defined in Rule 501 promulgated under the Securities Act.

9.3 Resale of Shares. Each of the Sellers represents, warrants and covenants that it will not offer, sell, transfer or otherwise dispose of any shares of Class A Common Stock received by him under Article 2 hereof, except pursuant to (i) the provisions of Rule 145 under the Securities Act, (ii) an effective registration statement under the Securities Act or (iii) in a transaction that, in the opinion of legal counsel reasonably satisfactory to Buyer, is exempt from registration under the Securities Act. In the event of a sale or other disposition pursuant to Rule 145, the Shareholder will, upon request of Buyer, supply evidence reasonably satisfactory to Cumulus of compliance with such Rule 145. Each of the Sellers understands that stop transfer instructions may be given to the transfer agent for the Class A Common Stock with respect to the shares of Class A Common Stock to be acquired by the Shareholder pursuant to this Agreement and that there may be placed on the certificates for such shares a legend describing applicable restrictions on transfer.

ARTICLE 10

SPECIFIC PERFORMANCE

The Seller Parties each agree that the respective business and properties of the Company and the LLC to be acquired by the Buyers through the Merger and the acquisition of the Membership Interests constitute unique property that cannot be readily obtained on the open market and that the Buyers will be irreparably injured if this Agreement is not specifically enforced. Therefore, the Buyers shall have the right specifically to enforce the performance of the Seller Parties under this Agreement without the necessity of posting any bond or other security (and, if Buyer prevails in the enforcement action brought by it, shall have the right to be reimbursed by the Sellers all costs and expenses, including attorneys' fees, actually and reasonably incurred in connection with seeking such remedy), and the Seller Parties each hereby waive the defense in any such suit that the Buyers have an adequate remedy at law and agree not to interpose any opposition, legal, or otherwise, as to the propriety of specific performance as a remedy. In the event the Buyers are successful in obtaining specific performance of the Seller Parties' respective obligations under this Agreement and the transactions contemplated hereby are consummated in accordance with such remedy, then the above-described remedy (including reimbursement of costs and expenses, including attorneys' fees, actually and reasonably incurred in connection therewith) shall be exclusive of any other rights and remedies which the Buyers might otherwise have had under this Agreement in respect of the Sellers Parties' breach.

ARTICLE 11

TERMINATION

11.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Buyer and the Sellers;
- (b) by written notice from Buyer if neither Buyer is then in material breach of this Agreement and the Seller Parties have continued in material breach of this Agreement for thirty (30) days after written notice of such breach from Buyer is received by the Sellers, as the case may be, and such breach is not cured (but only if such breach is capable of cure) by the earlier of (i) the last day of such 30-day period if such breach is capable of cure, or (ii) the fifth (5th) business day after the Initial Order has become the Final Order (the "Cure Period"); provided, however, that if such breach cannot be reasonably cured within such 30-day period but can be cured before the fifth (5th) business day after the Initial Order has become the Final Order, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the fifth (5th) business day after the Initial Order has become the Final Order, and if such breach is not capable of cure such termination shall be of immediate effect;
- (c) by written notice from the Sellers if none of the Seller Parties is then in material breach of this Agreement and the Buyers have continued in material breach of this Agreement for thirty (30) days after written notice of such breach from the Sellers is received by the Buyers, and such breach is not cured (but only if such breach is capable of cure)

prior to expiration of the Cure Period; provided, however, that if such breach cannot be reasonably cured within such 30-day period but can be cured before the fifth (5th) business day after the Initial Order has become the Final Order, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the fifth (5th) business day after the Initial Order has become the Final Order, and if such breach is not capable of cure such termination shall be of immediate effect

(d) as provided in Sections 6.5, 6.14 and 13.1; or

(e) by written notice given by the Sellers, or Buyer, on behalf of the Buyers, to the other if the Closing shall not have been consummated on or before the date that is twelve (12) months after the date hereof if the Initial Order has not been issued or has been issued but has not become a Final Order; provided that no party may provide such notice if a delay in any decision or determination by the FCC respecting the Transfer of Control Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by such party for the purpose of delaying the FCC's decision or determination respecting the Transfer of Control Application.

11.2 Effect of Termination.

(a) If this Agreement is terminated prior to Closing for any reason other than as provided in paragraphs (b) or (c) below, no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement shall be deemed null and void and of no further force and effect (except for the provisions of Section 13.6, which shall survive termination).

(b) If Buyer terminates this Agreement pursuant to and in accordance with Section 11.1(b) or Section 11.1(e) hereof (but only if the Sellers would not have had the right to terminate under Section 11.1(e) hereof by reason of the application of the proviso contained therein to the Sellers) prior to Closing, then the Buyer shall retain all rights and remedies available to it in respect of such termination.

(c) If the Company terminates this Agreement pursuant to and in accordance with Section 11.1(c) or Section 11.1(e) hereof (but only if the Buyers would not have had the right to terminate under Section 11.1(e) hereof by reason of the application of the proviso contained therein to the Company) prior to Closing, then the Buyers shall pay to the Company, as the sole and exclusive remedy of the Seller Parties and as liquidated damages in respect of such breach, the Earnest Money pursuant to the Earnest Money Escrow Agreement. The parties acknowledge and agree that the liquidated damages amount set forth herein represents the parties' reasonable estimate of actual damages with respect to the matters relating to this Section 11.2(c), made at the time this Agreement is executed; that the liquidated damages provision is necessary and desirable because actual damages are indeterminable or difficult to measure at the time of execution of this Agreement; and the liquidated damages provision and amount is not intended to be, and is not, a penalty for breach of this Agreement.

ARTICLE 12

INDEMNIFICATION

12.1 Obligation to Indemnify.

(a) Buyer hereby agrees to save, indemnify and hold harmless the Sellers from and against, and shall on demand reimburse the Sellers for all loss, liability, claim, damage, deficiency, injury and all costs and expenses (including all attorney fees and other defense costs actually and reasonably incurred) (collectively "Losses") suffered by the Sellers or incurred in respect of any misrepresentation or breach of representation or warranty by the Buyers or nonfulfillment of any covenant or agreement to be performed or complied with by the Buyers under this Agreement or in any agreement, certificate, document, or instrument executed by either of the Buyers and delivered to the Sellers pursuant to or in connection with this Agreement (other than, in any such case, a breach covered by Section 11.2(c) above).

(b) The Sellers hereby agree, jointly and severally, to save, indemnify, and hold harmless the Buyers from, against and in respect of, and shall on demand reimburse the Buyers for all Losses suffered or incurred by the Buyers in respect of (i) any misrepresentation or breach of representation or warranty, or any nonfulfillment of any covenant or agreement to be performed or complied with by the Seller Parties under this Agreement or any agreement, certificate, document, or instrument executed by any of the Seller Parties and delivered to either of the Buyers pursuant to or in connection with this Agreement, or (ii) Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company or the Shareholder have any liability for indemnification of the Buyers for misrepresentation or breach of representation or warranty until the aggregate of all Losses for which indemnification is sought therefor exceeds the Indemnification Threshold, after which Buyer shall be entitled to be indemnified for all Losses; provided, however, the limitations provided above shall not apply to a breach of a representation contained in Sections 4.2, 4.3, 4.8 (the last sentence only), 4.19, 4A.1, 4A.2, 4B.1 or 4B.2 or in the case of fraud or knowing or intentional misrepresentation or breach.

12.2 Survival and Other Matters. The representations, warranties, covenants and agreements of each of the parties hereto shall survive the Closing until the second (2nd) anniversary of the Closing Date, except: (i) the representations and warranties set forth in Sections 4.2, 4.3 4.8 (the last sentence only), 4A.1, 4A.2, 4B.1, 4B.2 and 5.2 shall survive indefinitely without limitation, (ii) the representations and warranties set forth in Sections 4.14 and 4.19 shall survive until the expiration of the applicable statute of limitations with respect to claims asserted by third parties in respect of matters covered by such Section, including without limitation any Governmental Authority, and (iii) the representations and warranties in the fourth (4th) sentence of Section 4.8 shall survive Closing until the first (1st) anniversary of the Closing Date. Any claim for indemnification made prior to the expiration of the survival period therefore shall survive such expiration. Any claim for indemnification against the Sellers shall be first satisfied from the Escrow Amount and next from the setoff rights pursuant to section 12.4 below.

12.3 Provisions Regarding Indemnification. If, within the applicable survival period, any third party shall notify any party (the "Indemnified Party") with respect to any third party

claim which may give rise to a claim for indemnification against any other party (the "Indemnifying Party") under this Article 12, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnified Party shall relieve the Indemnifying Party from any liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced. In the event any Indemnifying Party notifies the Indemnified Party within 20 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, (i) the Indemnifying Party will defend the Indemnified Party against the matter with counsel of its choice reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate co-counsel to the extent the Indemnified Party concludes reasonably that the counsel the Indemnifying Party has selected has a conflict of interest), and (iii) without the written consent of the Indemnified Party, the Indemnifying Party will not consent to the entry of any judgment with respect to the matter, or enter into any settlement unless the judgment or settlement can be satisfied solely by the payment of money and no equitable or other relief is sought, the Indemnifying Party pays such judgment or settlement in full, and such judgment or settlement includes a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto.

12.4 Buyer's Right of Setoff; Remedies. Buyer shall have the right under this Agreement, subject to first seeking satisfaction of its indemnification claims from the Escrow Amount, to setoff against any amounts owed under the Gentling Non-Compete Agreement any and all indemnification claims made on the first anniversary of the date hereof, up to a maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000). The parties hereto acknowledge that Buyer shall retain all right and remedies available to it with respect to breach by any of the Seller Parties of this Agreement or any of the Company Documents, at common law or otherwise. All distribution to the Sellers pursuant to the terms of the Escrow Agreement shall be on a pro rata basis as set forth on Exhibit B thereto.

ARTICLE 13

MISCELLANEOUS

13.1 Risk of Loss. The risk of loss, damage or destruction to the Assets of the Company and of the LLC from fire or other casualty or cause shall be borne by the Seller Parties at all times up to the Closing. In the event of any loss, damage or destruction of property reasonably required for the normal operation of any of the Stations that is not repaired, replaced or restored prior to the Closing, Buyer, at its sole option, upon written notice to the Company: (a) may elect to postpone the Closing until such time as the property has been repaired, replaced or restored, or (b) may elect to consummate the Closing. If Buyer shall elect to extend the time for Closing pursuant to clause (a) above and the repairs, replacements or restoration to the subject properties are not completed within sixty (60) days after the date on which the Initial Order has become a Final Order, then Buyer may terminate this Agreement without penalty by giving written notice thereof to the Company.

13.2 Binding Agreement. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

13.3 Assignment. This Agreement and all rights of the Buyers shall be assignable prior to Closing by the Buyers to one or more subsidiaries or affiliates of the Buyers. This Agreement shall not be assignable by the any of the Seller Parties without the prior written consent of Buyer. No assignment shall relieve the assigning party of its obligations and liabilities hereunder.

13.4 Law To Govern. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of laws.

13.5 Notices. All notices shall be in writing (including facsimile transmission) and shall be deemed to have been duly given if delivered personally, when received by facsimile communications equipment or when deposited in the mail if mailed via registered or certified mail, return receipt requested, postage prepaid to the other party hereto at the following addresses:

if to the Seller Parties, to:

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

with a copy to:

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

if to either of the Buyers, to:

Cumulus Broadcasting, Inc.
3535 Piedmont Rd.
Building 14, 14th Floor
Atlanta, Georgia 30305
Attn: Richard S. Denning, General Counsel
Phone: (404) 260-6600
Fax: (404) 443-0742

with copies to:

Jones Day
3500 SunTrust Plaza

303 Peachtree Street
Atlanta, Georgia 30308-3242
Attn: John E. Zamer
Phone: (404) 521-3939
Fax: (404) 581-8330

or to such other addresses as any such party may designate in writing in accordance with this Section 13.3.

13.6 Fees and Expenses. Except as expressly set forth in this Agreement, each of the parties shall pay its own fees and expenses with respect to the transactions contemplated hereby. The Sellers shall not use any funds of the Company to pay expenses to paid by the Sellers under this Agreement.

13.7 Tax Effect of the Transaction. None of the Buyers or the Seller Parties has made any representation, warranty or covenant to any other party hereto as to the tax consequences of the Merger or the other transactions contemplated hereby. It is understood and agreed that each party has looked to its own advisors for advice and counsel as to such tax effects.

13.8 Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, sets forth the entire understanding of the parties hereto in respect of the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement signed by all of the parties hereto. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

13.9 Waivers. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived by the Company in the case of a default by either of Buyers and by Buyer in case of a default by the Seller Parties. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13.10 Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

13.11 No Third-Party Beneficiaries. Nothing herein, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement or any documents executed in connection with this Agreement.

13.12 Affiliate. For purposes of this Agreement, the term "affiliate" when used with respect to any person or entity, shall mean any person or entity which directly or indirectly, alone or together with others, controls, is controlled by or is under common control with such person or entity.

13.13 Drafting. No party shall be deemed to have drafted this Agreement but rather this Agreement is a collaborative effort of the undersigned parties and their attorneys.

13.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

13.15 Headings. The Section and paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said Sections and paragraphs.

13.16 Use of Terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof. Unless otherwise indicated, reference in this Agreement to a "Section" or "Article" means a Section or Article, as applicable, of this Agreement. When used in this Agreement, words such as "herein", "hereinafter", "hereof", "hereto", and "hereunder" shall refer to this Agreement as a whole, unless the context clearly requires otherwise. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.17 Other Matters. The parties have provided for certain other matters as set forth in Schedule 13.17 hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CUMULUS BROADCASTING, INC.

By: _____
Name: _____
Title: _____

SMB ACQUISITION CORP.

By: _____
Name: _____
Title: _____

**SOUTHERN MINNESOTA BROADCASTING
COMPANY**

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

Anthony D. Gentling

Steven J. Gentling

Gregory D. Gentling

Gregory D. Gentling, as Trustee of the Sasha Gentling
Irrevocable Trust

Gregory D. Gentling, as Trustee of the Darcy Gentling
Irrevocable Trust

G GENTLING LLC

By: _____
Name: _____
Title: _____

MEMBER:

Gregory D. Gentling

EXHIBITS

Exhibit 2.1	Form of Membership Assignment
Exhibit 2.2	Plan of Merger
Exhibit 2.6	Earnest Money Escrow Agreement
Exhibit 2.7	Indemnification Escrow Agreement
Exhibit 2.8	Gentling Non-Compete Agreement