

ATTACHMENT A

[_____, 200_]¹

Cumulus Media Partners, LLC
3535 Piedmont Road
Building 14, 14th Floor
Atlanta, GA 30309
Attn: Mr. Lewis W. Dickey, Jr.

We refer you to: (i) the Limited Liability Company Agreement dated as of October 31, 2005, as amended (the "LLC Agreement"), among Cumulus Media Partners, LLC ("CMP") and its members; and (ii) the Equityholders' Agreement among CMP, CMP Susquehanna Holdings Corp. (the "Company"), Cumulus Media, Inc. ("CMI") and the other the members of CMP dated as of May 5, 2006, as amended (the "Equityholders' Agreement"). Capitalized terms used and not otherwise defined in this letter are used herein as defined in the Equityholders' Agreement.

Bain hereby acknowledges and confirms that the directors previously designated, pursuant to the Equityholders' Agreement, by Bain to the Company Board and the boards of all other direct or indirect subsidiaries of CMP holding an attributable interest in CMP's radio broadcast stations are resigning those positions on or about the date hereof. Bain hereby notifies CMP, CMI, Blackstone and THLee that in connection with its investment in Clear Channel Communications, Inc. and the approval by the Federal Communications Commission (the "FCC") of such transaction, Bain has decided to withdraw from active participation in the governance and day-to-day business affairs of CMP and its subsidiaries to the extent Bain is required to do so under FCC rules, regulations and policies (including the so-called "insulation restrictions" of the FCC that apply to "insulated" limited liability company members as set forth on Attachment A hereto) from the date hereof until such time as the FCC affirmatively approves Bain's participation in such affairs without abiding by such insulation restrictions (the "Insulation Period").

Accordingly (and in order to permit CMP to continue to function and operate its current business), Bain hereby:

(a) waives, during the Insulation Period:

(i) any requirement that a director designated by Bain be present (in person or by proxy) in order for a Quorum to be established for purposes of any meeting of the board of directors of CMP or any of its subsidiaries that occurs at a time during the period for which Bain has not designated directors to serve on the Company Boards,

¹ To be signed and delivered prior to closing of Clear Channel transaction.

(ii) any right that Bain may have under Section 3.3 of the Equityholders' Agreement to have representation on any compensation, audit, nomination or other committee of a Company Board (or on any committee of any board of directors of any direct or indirect subsidiary of CMP),

(iii) any right to participate in the approval or veto process of CMP or the Company Board with respect to (A) renewal of the Management Agreement as contemplated by clause (ii) of Section 3.2(b) of the Equityholders' Agreement, (B) approval of annual budgets as contemplated by clause (iv) of Section 3.2(b) of the Equityholders' Agreement or (C) the hiring and firing of senior executive officers as contemplated by clause (v) of Section 3.2(b) of the Equityholders' Agreement;

(b) reserves all other rights of Bain and its affiliates with respect to CMP (including, without limitation, all other rights of Bain under LLC Agreement and Equityholder Agreement), to the extent not inconsistent with the insulation restrictions; and

(c) reserves the ability to revoke the waivers described herein only after the Insulation Period, at such time, if any, as the FCC shall have affirmatively approved Bain's participation in such affairs without abiding by such insulation restrictions, with such revocation then subject only to compliance with applicable FCC rules, regulations and policies.

This waivers set forth herein are personal to Bain and the limited waivers of rights set forth herein are not intended or may not be construed to apply to any Permitted Transferee or other assignee of Bain that does not itself elect to be subject to such waivers. CMP and its members (including CMI, Blackstone and THLee) are express third party beneficiaries of this letter and the waivers set forth herein and may rely upon and directly enforce Bain's obligations hereunder.

[Balance of page intentionally blank; Signature page(s) follow]

BAIN CAPITAL (SQ) VIII, L.P.

By: Bain Capital Partners (SQ) VIII, L.P., its general partner

By: Bain Capital Investors, LLC, its general partner

By_____

Name:

Title: Managing Director

BCIP ASSOCIATES III, LLC

By: BCIP Associates III, its manager

By: Bain Capital Investors, LLC, its managing partner

By_____

Name:

Title: Managing Director

BCIP ASSOCIATES III-B, LLC

By: BCIP Associates III-B, its manager

By: Bain Capital Investors, LLC, its managing partner

By_____

Name:

Title: Managing Director

BCIP T ASSOCIATES III, LLC

By: BCIP Associates III, its manager

By: Bain Capital Investors, LLC, its managing partner

By_____

Name:

Title: Managing Director

BCIP T ASSOCIATES III-B, LLC

By: BCIP Associates III-B, its manager

By: Bain Capital Investors, LLC, its managing partner

By _____
Name:
Title: Managing Director

BCIP ASSOCIATES-G

By: Bain Capital Investors, LLC, its managing partner

By _____
Name:
Title: Managing Director

cc: The Blackstone Group
345 Park Avenue
31st Floor
New York, NY 10154
Attention: Mr. David Tolley

Thomas H. Lee Partners, L.P.
100 Federal Street
35th Floor
Boston, MA 02110
Attention: Mr. Kent Weldon &
Mr. Soren Oberg

Simpson Thacher & Bartlett LLP
425 Lexington Ave.
New York, NY 10017
Attention: Wilson S. Neely, Esq.

ATTACHMENT A

Insulation Restrictions

During the Insulation Period, Bain shall not

- a. directly or through its directors, officers, or partners, act as an employee of CMP if such functions, directly or indirectly, relate to the media enterprises of CMP;
- b. serve in any material capacity, as an independent contractor or agent with respect to CMP's media enterprises;
- c. communicate with CMP or CMP's managing board on matters pertaining to the day-to-day operations of CMP's business;
- d. vote to admit new members of CMP, unless the admission can be vetoed by the non-insulated members of CMP;
- e. participate in any vote on the removal of any member of CMP, unless such member is (i) subject to bankruptcy proceedings, (ii) is adjudicated incompetent by a court of competent jurisdiction, or (iii) is removed for cause, as determined by an independent party;
- f. perform any services for CMP that materially relate to its media activities;
or
- g. become actively involved in the management or operation of CMP's media businesses.

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Atlanta, GA 30309
Attn: Mr. Lewis W. Dickey, Jr.

DIRECTOR RESIGNATION

Each of the undersigned, being directors of Cumulus Media Partners, LLC, a Delaware limited liability company ("CMP"), designated by Bain (as defined in that certain Equityholders' Agreement among CMP, CMP Susquehanna Holdings Corp. (the "Company"), Cumulus Media, Inc. ("CMI") and the other the members of CMP dated as of May 5, 2006, as amended and currently in effect) hereby resigns as a director of CMP and (if applicable) as a director of the Company and of any other subsidiary of CMP for which the undersigned serves as a director.

Effective as of [_____, 200_]]

Name:

Name: