

## Amendment

*Dated as of: November 20, 2007*

Reference is made 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 Amendment are used herein as defined in the Equityholders' Agreement.

### WITNESSETH:

**WHEREAS**, each of THLee and Bain intends to seek to elect to assume the status of an "insulated member" for purposes of the rules, regulations and policies of the Federal Communications Commission (the "FCC"), and to cause their interests in CMP to be deemed "non-attributable" under such rules, regulations and policies;

**WHEREAS**, as a condition to obtaining insulated member status, an Investor would be required under current FCC rules, regulations and policies to withdraw from active participation in the governance and day-to-day business affairs of CMP and abide by the insulation restrictions referenced in Section 73.3555, NOTE 2(f)(2) of the FCC rules that are set forth on Exhibit A hereto (the "Insulation Restrictions"), until such time (if any) as such Investor is permitted by the FCC and this Amendment to hold its interests in CMP and participate in its affairs without abiding by the Insulation Restrictions; should Bain or THLee so elect, and during the Insulation Period (defined below) applicable to it, such Investor is referred to herein as an "Insulated Member";

**WHEREAS**, on October 12, 2007: (i) THLee and Bain filed applications (the "Transfer Applications") for consent of the FCC with respect to the change of control and deemed "transfer" that would occur at CMP should they both elect to become insulated members and that Bain and THLee included in the Transfer Applications forms of the waivers of certain rights and director resignations, and (ii) by its own letter to the FCC, CMP indicated that it was filing the Transfer Applications solely as an accommodation to Bain and THLee, and that CMP and the other members of CMP were not joining in the filing of the Transfer Applications; and

**WHEREAS**, the parties hereto have agreed to enter into this amendment to the CMP Documents (as hereinafter defined), to amend the Transfer Applications to reflect this Amendment, and hereby agree to join, and, as appropriate, cause their Affiliates to join, as parties to and in support of the Transfer Applications, as so amended, and to cooperate in the prosecution of such Transfer Applications;

**NOW, THEREFORE**, the parties hereto agree (and the CMP Documents are hereby amended, or their provisions waived) as follows:

## 1. Corporate Governance.

(a) Section 3.1(a) of the Equityholders Agreement is hereby amended to read as follows:

“(a) Board Size; Director-designees. Each Company Board shall be comprised of eight directors or such greater or smaller number as may be decided by holders of a majority of the voting Units, but in no event smaller than the size that will enable CMI and each PE Investor that is not an Insulated Member (as described below) to appoint one or two members to serve on such Company Board, as it may choose, subject to the clauses below, as applicable (and each Company Board will have no other directors except as may be approved by holders of a majority of voting Units). Each of CMI and each PE Investor, to the extent not an Insulated Member, shall be entitled to designate to serve on each Company Board one or two directors, as it may choose in its sole discretion. Except as may otherwise be provided in the FCC Amendment, for purposes of the Equityholders’ Agreement and the LLC Agreement it is understood that (x) Units held by Investors while they are Insulated Members will not be deemed voting Units and (y) upon the reconversion of any Insulated Member to non-insulated status in accordance with Section 2(f) of the FCC Amendment, for purposes of Section 3.1(a)(i) and (ii) below, the voting Units which such Investor shall be deemed to hold shall include any Units then held by any of such Investor’s Affiliates, any entity managed or controlled by its Affiliate(s) or any of its Fund LPs (defined below), in each case other than any Persons reasonably determined by the Company Board to be a competitor of CMP and/or its subsidiaries (any of the foregoing being a “Related Transferee”), which Units are then held by the relevant Related Transferee as a consequence of the exercise by it of pre-emptive rights previously assigned to it by the relevant Insulated Member. A “Fund LP” is an entity that, as of the date hereof, was a limited partner in the primary private equity fund vehicle sponsored by the relevant Insulated Partner holding a total original capital commitment of not less than \$\_\_\_\_\_.”

(i) In the case of a Company Board involving a limited liability company, each director of such Company Board so designated will have voting power determined as follows: the directors designated to a Company Board by an Investor will have a collective number of votes, relative to all other directors so designated, proportionate to the number of outstanding voting Units then held by such designating Investor relative to the number of outstanding voting Units then held by all Investors who have duly designated directors. If an Investor designated two directors but only one is in attendance at a meeting of the Company Board, such director will have such number of votes at such meeting as all directors designated by such Investor would otherwise be entitled to cast at such meeting if they were all present.

(ii) In the case of a Company Board involving a corporation, a mechanism will be established (such as establishing classes of directors), such that the directors designated by CMI and each PE Investor will collectively have voting power on the relevant Board proportionate to the number of outstanding voting Units then held by such designating Investor relative to the number of outstanding voting Units then held by all Investors who have designated directors to such Board.

(iii) If an Investor owns less than 5% of the outstanding Equity Securities, its right to designate directors to any Company Board will terminate.”

(b) The definition of “Quorum” set forth in Section 1.2 of the Equityholders’ Agreement is hereby amended to read as follows:

“‘Quorum’ means the presence (in person or by proxy pursuant to the terms of the LLC Agreement) of at least one director-designee of each of the Investors who is then entitled to designate directors; provided that in the event a meeting of the Company Board is duly called and no director-designees of an Investor entitled to designate directors attends the meeting (in person, telephonically or by proxy), then the requirement that at least one director-designee of such Investor shall not apply to the subsequent duly called meeting of the Company Board. The bylaws of the Company will include provisions consistent with the above.”

(c) Section 1.2 of the Equityholders’ Agreement is hereby further amended to add definitions of “FCC Amendment” and “Insulated Member”, as follows:

“‘FCC Amendment’ means the Amendment, dated as of November 20, 2007, between Holdco and the Investors and the other parties thereto.

‘Insulated Member’ means any member of Holdco who has elected to become an Insulated Member pursuant to the FCC Amendment; provided that any such member who reconverts to non-insulated status in accordance with Section 2(f) of such Amendment shall, as of such reconversion, no longer be deemed to be an Insulated Member for purposes hereunder.”

(d) With reference to Section 3.1(b) of the Equityholders’ Agreement, the changes contemplated by such subsection will be negotiated in good faith by CMI and the PE Investors who are not Insulated Members.

(e) Section 3.2(a) of the Equityholders’ Agreement is hereby amended to read as follows:

“(a) Except as provided in Section 3.2(b) or (c) or as required by Law, all decisions of each Company Board will be made by a majority vote, by voting power, of the directors present at a meeting of the Company Board at which a Quorum is present and shall require the affirmative votes of a majority of the voting power held by directors designated by the PE Investors, or may be made by means of unanimous written consent of the directors.”

(f) The first sentence of Section 3.2(b) is hereby amended to read as follows:

“(b) Notwithstanding Section 3.2(a), until the third anniversary of the Closing Date, the following actions shall require the affirmative vote of a majority of the voting power held by directors designated by the PE Investors and approval of a director designated by Cumulus.”

(g) The first sentence of Section 3.2(c) is hereby amended to read as follows:

“(c) Notwithstanding Section 3.2(a), the following actions shall require the affirmative vote of a majority of the voting power held by directors designated by the PE Investors and approval of a director designated by Cumulus.”

## **2. Non-Attributable Status Election; Associated Agreements and Waivers.**

(a) ***Election.*** Subject to the FCC's grant of the Transfer Applications, each of THLee and Bain will have the right, subject to the terms and conditions hereof, to elect to become an insulated member and thereby achieve non-attributable ownership status with respect to its investment in CMP and become an Insulated Member hereunder. This election may be exercised by such Investor by providing CMP and the other Investors with the following: (i) written notice of such election to assume non-attributable status, (ii) copies of written letters of resignation, in substantially the form attached hereto as Exhibit B, from each director who was designated by such Investor (pursuant to the Equityholders' Agreement) and is then serving on any Company Board or on the board of any other direct or indirect subsidiaries of CMP holding an attributable interest in CMP's radio broadcast stations and (iii) written confirmation that such Investor will abide by the Insulation Restrictions for so long as they apply to it, and in any event during the entire Insulation Period applicable to it. Prior to such election and after March 30, 2008, if the transactions contemplated by the Agreement and Plan of Merger dated as of November 16, 2006 among Clear Channel Communications, Inc. (“CCU”) and certain affiliates of Bain and THLee, as amended (the “Clear Channel Merger Agreement”) have not yet been consummated and such Merger Agreement has not been terminated (or if an alternative transaction as described below has been entered into and remains pending), in the event that Blackstone and CMI seek to cause CMP to take any action with respect to which the consent or approval of THLee or Bain or both is required but is not forthcoming, or with respect to which legal or contractual restrictions prevent THLee and Bain from being provided with confidential or competitively sensitive information held or obtained by CMP relating to such contemplated action, THLee and/or Bain, as applicable, shall, at the request of Blackstone and Cumulus, automatically be deemed to have waived rights with respect to such action and all matters ancillary thereto to the same extent as if they had become Insulated Members, thereby enabling CMP to take any and all actions with respect to such matter that CMP would have otherwise been able to take had THLee and/or Bain already elected to become Insulated Members. If the Clear Channel Merger Agreement terminates under circumstances where no alternative transaction is agreed to which would reasonably be expected to cause THLee or Bain or both to seek to become Insulated Members of CMP, or any such alternative agreement is entered into but terminates without consummation of the transactions contemplated thereby (but Bain and/or THLee have previously become Insulated Members of CMP in accordance with this section), then, after obtaining any required FCC approval (which approval the parties hereto will use their reasonable best efforts to obtain), the status quo ante will be restored, provided that nothing shall impair the validity of actions previously taken by CMP, and THLee and Bain will cooperate in facilitating the actions taken, while they were Insulated Members or were deemed to have waived rights with respect to actions to the same extent as if they become Insulated Members (as described above).

(b) ***Waivers; Voting.*** By virtue of such election, an Insulated Member will thereby, without further action by it, be deemed to have:

(i) **Board Rights.** Waived any right that such Insulated Member may have under the Equityholders' Agreement, under the LLC Agreement or under any other agreement, bylaw or certificate of incorporation or similar instrument applicable to CMP or any of CMP's direct or indirect subsidiaries (the Equityholders' Agreement, the LLC Agreement and such other agreements, bylaws, organizational documents and instruments being referred to herein, collectively as the "CMP Documents") to appoint any director or participate in the election of any director to any Company Board or to any board of directors of any direct or indirect subsidiary of CMP and waived any right that such Insulated Member may have (whether under Section 3.3 of the Equityholders' Agreement or under any other CMP Document) to have representation on any compensation, audit, nomination or other committee of a Company Board or any board of directors of any direct or indirect subsidiary of CMP, in each case until such time (if any) that such Insulated Member re-converts to attributable status in accordance with Section 2(f) below (such period so applicable to any Insulated Member being referred to herein as such Insulated Member's "Insulation Period");

(ii) **Consent/Approval Rights.** Waived any right to participate during the Insulation Period applicable to it in the approval or veto process with respect to any matter covered by Section 3.2 of the Equityholders' Agreement, other than as set forth herein below (which each other Equityholder that is a non-Insulated Member also agrees, notwithstanding anything in any CMP Document to the contrary, shall govern the matters so set forth):

(A) Section 3.2(b)(i) and (vi) of the Equityholders' Agreement in respect of a Sale of the Company, wherein it is agreed that with respect to any Sale of the Company that is to be approved during the Insulation Period applicable to such Investor, such Sale of the Company must be:

(w) in the case of any Sale of the Company, directly or indirectly, in a transaction in which Blackstone or any of its Affiliates has (A) a current direct or indirect ownership interest in the purchaser (including but not limited to any contractual right to acquire ownership interests in the purchaser but not including the beneficial ownership of not more than 5% of the outstanding common stock of a publicly held purchaser where such stock is held by an individual or by an Affiliate whose primary business is not the private equity business) or (B) any right to receive either Sale consideration (whether cash or securities) or any other economic benefit (including but not limited to the right to receive fees) from either CMP and its subsidiaries or the purchaser and its Affiliates in connection with such Sale of the Company, in either case where the Insulated Member(s) do not have (in the case of current or contractual rights to acquire ownership interests in the purchaser) or are not offered equal, proportionate (based on each Equityholder's current relative beneficial ownership in the Company) rights and benefits as described above by the purchaser and/or CMP (and/or, if applicable, their respective subsidiaries or Affiliates) in connection with such Sale of the Company, but in a situation where CMI and its Affiliates similarly do not have or are not offered, as applicable, equal, proportionate rights and benefits as described above in connection with such Sale of the Company (disregarding any financial advisory fees to be paid to Merrill Lynch & Co., Inc., to the extent consistent

with the exception in clause (x) below), such Sale of the Company must be approved by CMI;

(x) in the case of any Sale of the Company, directly or indirectly, in a transaction in which CMI or any of its Affiliates has (A) a current direct or indirect ownership interest in the purchaser (including but not limited to any contractual right to acquire ownership interests in the purchaser but not including the beneficial ownership of not more than 5% of the outstanding common stock of a publicly held purchaser where such stock is held by an individual or by an Affiliate whose primary business is not the private equity business) or (B) any right to receive either Sale consideration (whether cash or securities) or any other economic benefit (including but not limited to the right to receive fees) from either CMP and its subsidiaries or the purchaser and its Affiliates in connection with such Sale of the Company but not including fees to which it is entitled under the Management Agreement, in either case where the Insulated Member(s) do not have (in the case of current or contractual rights to acquire ownership interests in the purchaser) or are not offered equal, proportionate (based on each Equityholder's current relative beneficial ownership in the Company) rights and benefits as described above by the purchaser and/or CMP (and/or, if applicable, their respective subsidiaries or Affiliates) in connection with such Sale of the Company, but in a situation where Blackstone and its Affiliates similarly do not have or are not offered, as applicable, equal, proportionate rights and benefits as described above in connection with such Sale of the Company, such Sale of the Company must be approved by Blackstone (it being understood and agreed, however, that for purposes of this Section 2(b)(ii)(A), in the event of a Sale of the Company at a time when Merrill Lynch & Co., Inc. is an Affiliate of CMI and in a circumstance where an investment banking affiliate of Merrill Lynch & Co., Inc. is hired to act as financial advisor or underwriter or arranger of debt financing in connection with such Sale of the Company, payment to Merrill Lynch & Co., Inc. of a reasonable and customary investment banking fee for such services will not be deemed, in and of itself, to represent an economic benefit of CMI or any of its Affiliates sufficient to require the consent described in clause (y) below and if the requirements of clause (w) above or this clause (x) are otherwise met, then approval will be as provided in clause (w), this clause (x) or clause (z) below, as applicable);

(y) in the case of any Sale of the Company in which both CMI or its Affiliates, on the one hand, and Blackstone or its Affiliates, on the other hand, have either (A) a current direct or indirect ownership interest in the purchaser (including but not limited to any contractual right to acquire ownership interests in the purchaser but not including the beneficial ownership of not more than 5% of the outstanding common stock of a publicly held purchaser where such stock is held by an individual or by an Affiliate whose primary business is not the private equity business) and/or (B) any right to receive either Sale consideration (whether cash or securities) or any other economic benefit (including but not limited to the right to receive fees other than fees under the Management Agreement or the Advisory Services Agreement, dated May 5, 2006, among CMP and certain of its subsidiaries and the PE Advisors (as defined therein)) from either CMP and its subsidiaries or the purchaser and its Affiliates in connection with such Sale of the Company, where the

Insulated Member(s) do not have (in the case of current or contractual rights to acquire ownership interests in the purchaser) or are not offered equal, proportionate (based on each Equityholder's current relative beneficial ownership in the Company) rights and benefits as described above by the purchaser and/or CMP (and/or, if applicable, their respective subsidiaries or Affiliates) in connection with such Sale of the Company (it being understood that preserving the elements that go with Insulated Member status as contemplated by this Amendment do not represent unequal or disproportionate rights or benefits), such Sale of the Company must be approved by Equityholders (including both Insulated Members and other Investors) holding a majority of the Class A Units and Class B Units (as such terms are defined in the LLC Agreement) held by members of CMP who do not (either directly or indirectly, or through Affiliates) have any such current ownership interests in the purchaser or such right to receive Sale consideration or other economic benefits in connection with such Sale of the Company on a disproportionate (and superior) basis; or

(z) subject to the provisions of Section 2(g) hereof, in the case of any other Sale of the Company (of a type not described in clauses (w), (x), or (y) above), approved by a majority, by voting power, of CMP directors present at a meeting at which a Quorum is present (it being understood and agreed that nothing in this Amendment is intended or shall be construed to affect the requirement in Section 3.2(b) of the Equityholders' Agreement, as amended pursuant to this Amendment, that until the date specified therein a Sale of the Company will also require the consent of a director designated by CMI) or by unanimous written consent of the directors of CMP;

and further agreed that with respect to any vote or approval required under the CMP Documents or applicable law to be taken in connection with any Sale of the Company that has been approved as provided in clause (w), (x), (y) or (z) above (as applicable), the Equity Securities held by any Insulated Member will be deemed to be voted for or against such matter in the same proportion as other Investors who are not Insulated Members vote their Equity Securities with respect to such matter; and

(B) [RESERVED].

(iii) *Amendments, Other Actions, Etc.* Agreed, with respect to any vote, approval, required agreement or other equityholder action of any type whatsoever that is required to amend any CMP Document or is otherwise required by applicable law or under any CMP Document to be taken in connection with or in furtherance of (A) (1) any issuance of debt or equity securities by CMP or its subsidiaries under Section 3.2 of the Equityholders' Agreement with respect to which, to the extent applicable, the parties are in compliance with Section 2(d)(i) below or (2) any matter listed in Section 3.2(b) of the Equityholders' Agreement, in either case that is authorized by the Company Board in accordance with the Equityholders' Agreement, as modified by this Amendment (including without limitation any amendment to the LLC Agreement to create new classes of Units or other limited liability company interests of CMP) and/or (B) such Insulated Member's obligations under Sections 3.4 and 3.5 of the Equityholders' Agreement (in the case of Section 3.5 of the Equityholders' Agreement, solely as such obligations relate to the nomination

and election of director designees of a Company Board designated by non-Insulated Member Investors), to cause any Equity Securities beneficially owned directly or indirectly by such Insulated Member to be automatically deemed to be voted, or approval deemed to be given or withheld or agreement deemed to be made, in the same relative percentage as other Investors (who are not Insulated Members) are voting their Equity Securities, or giving or withholding approval or agreement, and to take such other reasonable action (including through the giving of proxies) as is reasonably requested by the Company Board or as is required by Sections 3.4 and/or 3.5 of the Equityholders' Agreement, as applicable, to be taken by the Investors in connection with or in furtherance of such vote, approval or other equityholder action or agreement; *provided, however*, that nothing herein is intended or shall be construed to require any Insulated Member to waive any right that it otherwise retains in this Amendment or to vote for or against, approve or take any action with respect to any matter (other than those expressly addressed in this Amendment, including without limitation, for the avoidance of doubt, sales or issuances of debt or equity securities by CMP or its subsidiaries (and/or the creation of new classes of equity in connection therewith) or material financings that have been approved by the Company Board in accordance with Section 3.2 of the Equityholders' Agreement, as modified by this Amendment, and provided the parties are in compliance with Section 2(d) below) that in any material respect could reasonably be expected to have a disproportionate adverse effect on the rights of such Insulated Member in its capacity as a member of CMP; and

(iv) ***Quorum; No Vacancy.*** Waived, during the Insulation Period in respect of any Insulated Member, any requirement that a director designated by such Insulated Member be present (in person or by proxy) in order for a quorum to be established for purposes of any meeting of any board of directors of any subsidiary of CMP that occurs at a time during the Insulation Period applicable to such Insulated Member, and agreed for purposes of the second sentence of Section 3.1(c) of the Equityholders' Agreement (and otherwise, as appropriate), that there will not be deemed to be a vacancy with respect of the director positions that would have otherwise been filled by such Insulated Member.

(c) ***Additional Provisions Re: Decrease in Number of PE Investors / PE Advisors.*** Each of the parties hereto agrees that, notwithstanding anything in the CMP Documents (including without limitation the Advisory Services Agreement) to the contrary, any PE Advisor (as defined in the Advisory Services Agreement) affiliated with an Insulated Member shall, during the Insulation Period applicable to such Insulated Member, not render services under Section 3 of such agreement and it shall not be entitled to any portion of the fee payable in accordance with Section 4 of such agreement. For the avoidance of doubt, during any Insulation Period the aggregate fee payable under the Advisory Services will be proportionately reduced and the foregoing agreement shall not cause the fee payable to any PE Advisor not affiliated with an Insulated Member to be increased; and

(d) ***Material Financings; Issuances of Securities.*** Notwithstanding anything to the contrary in the CMP Documents:



(i) **Equity Financings.** From time to time CMP and/or its subsidiaries may seek to raise additional equity, as follows (and notwithstanding anything in the CMP Documents to the contrary):

(u) In connection with any proposed issuance of additional equity by CMP or its subsidiaries that is not in connection with a prospective acquisition, the pre-emptive rights under Article IV of the Equityholders' Agreement (as modified by this Amendment) ("Pre-Emptive Rights") will be offered and, unless Cumulus and all of the PE Investors exercise their Pre-Emptive Rights in full, such additional equity must be issued at a price determined on the basis of Fair Market Value.

(v) (A) If a proposed issuance of additional equity by CMP or its subsidiaries is in connection with a prospective acquisition, CMP may, in its discretion and prior to entering into a definitive agreement for such acquisition, seek the agreement of all of the Insulated Members as to the Fair Market Value applicable to such additional equity issuance. If agreement in this regard is reached prior to the execution of a definitive agreement for such acquisition, the Investors must exercise their Pre-Emptive Rights (if they choose to do so) no later than the time when equity commitment letters are provided in connection with CMP's entering into the definitive agreement for such acquisition. Such exercise (if it occurs) would be evidenced by the Investors signing equity commitment letters, all in the same form (except that equity commitment letters signed by Insulated Members would reflect the issuance of non-voting Units consistent with the contemplation of this Amendment). The failure to provide a timely executed equity commitment letter on this basis will evidence an irrevocable waiver of any Pre-Emptive Rights in connection with such additional equity issuance as to which the applicable Fair Market Value was so agreed.

(B) If such agreement as to Fair Market Value has not been obtained or is not otherwise sought by CMP prior to entering into the definitive agreement for such acquisition, all of the equity proposed to be raised in connection therewith may be committed to exclusively (albeit provisionally, subject to the potential exercise of Pre-Emptive Rights as described below) by the non-Insulated Members. Promptly after signing the definitive agreement in respect of such acquisition, the parties will determine the Fair Market Value applicable to such additional equity issuance, either through mutual agreement or through the appraisal mechanism described below. Upon the determination of Fair Market Value, the Insulated Members will have five Business Days to determine whether or not to exercise their Pre-Emptive Rights in connection with the applicable additional equity issuance at such Fair Market Value, such exercise to be evidenced by the signing of a definitive equity commitment letter, as described above. The failure to provide a timely executed equity commitment letter on this basis will evidence an irrevocable waiver of any Pre-Emptive Rights in connection with such additional equity issuance as to which the applicable Fair Market Value was mutually agreed or otherwise determined in accordance with the appraisal mechanism described below.

(w) In connection with any such proposed acquisition in connection with which one or more Insulated Members have exercised their Pre-Emptive Rights as described in paragraph (v) above, the parties will reasonably cooperate in order to obtain any and all required clearances from the Department of Justice, the Federal Trade Commission and any similar antitrust or competition regulatory agency ("Competition Agency"). CMP agrees to use its reasonable best efforts to persuade the applicable regulatory authority that, given the restraints imposed by this Amendment and other relevant circumstances, no adverse effect on competition would result even if such exercising Insulated Member(s) were to maintain their respective percentage ownership interests in CMP resulting from the exercise of their Pre-Emptive Rights in connection with the financing related to such proposed acquisition. CMP will keep such exercising Insulated Members fully informed of the status of such antitrust clearance process and will permit such exercising Insulated Members to participate in material discussions with the relevant Competition Agencies in this regard. In the event it becomes reasonably apparent to CMP that by reason, in whole or in part, of the level of an Insulated Member's equity ownership in CMP, a Competition Agency will likely seek to enjoin, refuse to approve, prohibit or require as a condition for approval or clearance materially adverse conditions (such as divestitures or other commitments) on the parties to the acquisition, but regulatory approval or clearance without such materially adverse conditions would reasonably be expected to be obtained if such exercising Insulated Member were at the lower percentage level of ownership that would result from its refraining from participating in such proposed equity issuance, then CMP may deliver to such Insulated Member(s) a written notice (the "Withdrawal Notice") that renders null and void such Insulated Member(s) purported election to exercise their Pre-Emptive Rights. Upon delivery of such Withdrawal Notice, such Insulated Member(s) shall immediately (and without any further action on the part of such Insulated Member(s)) be deemed to have withdrawn the exercise of their Pre-Emptive Rights. It is understood and agreed that if a PE Investor is prevented from exercising Pre-Emptive Rights as contemplated by this clause (w), the additional equity being raised in connection with the relevant acquisition must be issued at a price determined after delivery of the Withdrawal Notice on the basis of Fair Market Value.

(x) Whether or not their Pre-Emptive Rights are exercised, the Insulated Members agree not to take any actions that could reasonably be expected to impede or delay the proposed equity issuance.

(y) The fees and expenses of any Qualified Investment Banking Firms (defined below) engaged in connection with the determination of Fair Market Value shall be borne by CMP.

(z) With respect to equity issuances other than equity instances in connection with a prospective acquisition (with respect to which the time frame for exercise of Pre-Emptive Rights shall be governed by the applicable time frames set forth in paragraph (v) above), Pre-Emptive Rights must be exercised within five Business Days of the determination of Fair Market Value. CMP may extend any such deadline for exercise

of Pre-Emptive Rights (including the deadlines set forth in paragraph (v) above) in its sole discretion by notice to the Investors. The exercise of Pre-Emptive Rights must be evidenced by the execution of an equity commitment letter or subscription letter, in a form common to all of the Investors participating in such issuance, as may reasonably be requested by CMP (except that the equity being offered to an Insulated Member will be subject to the limitations contemplated by this Amendment). Pre-Emptive Rights will be allocated among the Investors as described in clause 2(d)(i)(zz)(C) below.

(zz) For purposes of this Amendment,

(A) the term “Fair Market Value” means the fair market value of the equity of CMP as mutually agreed by Cumulus and all of the PE Investors. If such agreement is not reached within 10 Business Days of such Investors being provided with an information package concerning the proposed issuance including such financial information concerning CMP and the proposed acquisition as CMP determines in good faith would reasonably be expected to be required by a PE Investor in this regard, then any such Investor may request that the appraisal process described below be initiated.

The appraisal process will involve the following. Each of CMP, on one hand, and the Insulated Member(s) (collectively), on the other hand, will retain their own independent Qualified Investment Banking Firm. Such Qualified Investment Banking Firms shall perform a valuation of the equity of CMP (in light of the proposed acquisition, if applicable) and simultaneously deliver such valuation to the other Investors) within ten Business Days of their retention. If the values attributed to CMP’s equity by the Qualified Investment Banking Firms are within 10% (calculated based on the higher value) of one another, then the Fair Market Value of CMP’s equity shall be the average of the two values. If the values determined by the two Qualified Investment Banking Firms are more than 10% apart, then within five Business Days after the last of the first two values is delivered, CMP, on one hand, and the Insulated Member(s), on the other hand, shall mutually select and jointly retain a third Qualified Investment Banking Firm to perform within ten Business Days of their retention a valuation, as of date on which the Appraisal Election Notice is delivered, of CMP’s equity and Fair Market shall be the average of the two closest valuations out of the three.

(B) the term “Qualified Investment Banking Firm” means any of the investment banking firms listed on Annex B to this Amendment.

(C) Pre-Emptive Rights will be allocated among the Investors on the basis of the relative value of their respective equity stakes then held by them in CMP or the Company, as applicable (it being agreed that for purposes of such allocations each of THLee and Bain, respectively, will be deemed to hold, and will be entitled to Pre-Emptive Rights with respect to, any equity stakes held by such Investor itself or held by any Related Transferee or other Persons to which its assigns Preemptive Rights as contemplated by

Section 2(i) below). Such value will be based on Fair Market Value as determined with respect to the Class A and B Units respectively held by them as well as the then fair market value of any other class of equity securities issued after the date hereof, as such fair market value is mutually agreed or determined as part of the appraisal process implemented in accordance with the definition of Fair Market Value below. Any closing of the issuance of equity securities with respect to which Pre-Emptive Rights applied (regardless of whether exercised or not and regardless of whether a Withdrawal Notice is given) will occur as promptly as practicable after customary and reasonable conditions to such issuance are satisfied (which closing may be consummated by the Investors or by any permitted assignee as contemplated by Section 2(i) below if applicable).

(ii) **Debt Financings.** Notwithstanding anything in any CMP Document to the contrary, to the extent both THLee and Bain are Insulated Members, CMP and/or any of its subsidiaries shall be permitted to undertake any proposed issuance of debt securities or other debt financing upon the approval of the Company Board of CMP in accordance with Section 3.2 of the Equityholders' Agreement, as modified by this Amendment, provided that:

(x) to the extent that such financing or issuance is underwritten or led by any Equityholder and/or any of its Affiliates, such financing (any such financing, an "Equityholder Debt Financing" and any such Equityholder (or Affiliate), an "Equityholder Debt Provider") shall be on arms length terms, as determined in good faith by the Company Board; and

(y) in connection with any Equityholder Debt Financing, each Investor shall be provided pre-emptive rights to purchase such debt securities or otherwise participate in any such financing upon the same terms and conditions as the Equityholder Debt Provider, as follows:

(A) No less than 15 Business Days prior to the closing of such proposed financing or issuance of debt securities, CMP and the Equityholder Debt Provider shall send a written notice to each Investor describing the Equityholder Debt Financing to be provided and all material terms thereof;

(B) Within five Business Days after the receipt of the notice, each Investor may elect, by written notice to CMP and the Equityholder Debt Provider, to participate in such Equityholder Debt Financing, on the terms specified in the notice, in an amount equal to (or such lesser amount, if so chosen by the participating Investor) the product of (1) the aggregate gross amount of such Equityholder Debt Financing multiplied by (2) a fraction, the numerator of which is the aggregate dollar amount contributed or paid by such Investor in exchange for the equity interests in CMP then held by such Investor and the denominator of which is the aggregate dollar amount contributed or paid by all participating Investors in exchange for the equity interests in CMP then held by such participating Investors in

the aggregate (in each case, excluding any amounts attributable to the Class C1, C2 and C3 Units).

(e) **Information.** During the Insulation Period applicable to any Insulated Member, it is agreed that such Insulated Member will thereafter be entitled to continue to receive from CMP the customary monthly financial metric packages (but that its information rights shall be limited to such financial metric packages). Each Insulated Member agrees not to provide or otherwise disclose any of such information, which is non-public information, to any of its portfolio companies or their personnel (or to any other Person).

(f) **Revocation.** An Insulated Member may revoke its prior election to become an Insulated Member, wherein such Insulated Member shall no longer be deemed to be an Insulated Member hereunder, and the waivers provided for herein applicable to it as an Insulated Member shall with regard to prospective matters no longer apply, *provided* (i) it can do so without violating applicable law (including but not limited to the Communications Act of 1934, as amended, and the rules, regulations or policies of the FCC promulgated thereunder), (ii) it can do so without causing CMP or any of its subsidiaries to be in violation of any applicable law (including but not limited to any the Communications Act of 1934, as amended, and the rules, regulations or policies of the FCC promulgated thereunder), (iii) it has obtained any consents required for such re-conversion under applicable law (including but not limited to the Communications Act of 1934, as amended, and the rules, regulations or policies of the FCC promulgated thereunder), and (iv) it has provided written notice to CMP and the other Investors no later than 30 days prior to the proposed effective date of such election, and either (x) Investors that hold a majority of the membership interests in CMP that are then held by other Investors that are not Insulated Members approve such conversion, or (y) such Insulated Member (either directly or indirectly, or through its Affiliates) holds no equity or other ownership interest, direct or indirect, attributable or non-attributable, in radio broadcast stations apart from securities comprising no more than 4.9% of the equity securities of any company whose equity securities are then registered under the Securities Exchange Act of 1934, as amended, and with respect to which no employee or agent of such Insulated Member or any of its Affiliates serves as an officer of such company or a member of such company's board of directors (or similar governing board) nor is a board observer in respect thereof. Further, the Insulation Period in respect of any Insulated Member shall also terminate upon the Transfer of all such Insulated Member's Equity Securities in accordance with the Equityholders' Agreement to a Permitted Transferee.

(g) **Exit Rights.**

(i) To the extent both THLee and Bain are Insulated Members, at any time after May 4, 2009 and through May 4, 2011, Blackstone and its designated directors will be given controlling voting rights at the Company Board level, the CMP level, and otherwise (as specified by Blackstone) for the purpose of taking all actions that may be necessary and appropriate to approve and facilitate a Sale of the Company (subject to the provisions of Section 2(b)(ii)(A) hereof (other than clause (z) thereof) if and to the extent applicable by their terms), or an initial public offering of the Company (including the issuance of common stock by the Company in connection therewith).

(ii) To the extent both THLee and Bain are Insulated Members, commencing May 5, 2011, each of Blackstone and its designated directors, and CMI and its designated directors, will be given controlling voting rights at the Company Board level, the CMP level and otherwise (as specified by CMI or Blackstone, as applicable) for the purpose of taking all actions that may be necessary and appropriate to approve and facilitate a Sale of the Company (subject to the provisions of Section 2(b)(ii)(A) hereof (other than clause (z) thereof) if and to the extent as applicable by their terms), or an initial public offering of the Company (including the issuance of common stock by the Company in connection therewith), wherein either Blackstone or CMI may initiate such Sale or initial public offering (subject to the provisions of Section 2(b)(ii)(A) hereof (other than clause (z) thereof) if and to the extent as applicable by their terms).

(h) **Management Agreement Oversight.** To the extent both THLee and Bain are Insulated Members, Blackstone and its designated directors will be given the controlling voting rights at the Company Board level, the CMP level, and otherwise (as specified by Blackstone) for the purpose of taking all actions that Blackstone may deem to be necessary and appropriate in connection with the renewal or amendment of, and/or enforcement or exercise of any other rights, in any case to be taken by IPO Corp (as defined in the Management Agreement) or its board of directors with respect to, the Management Agreement.

(i) **Pre-emptive Rights.** Notwithstanding anything to the contrary in the CMP Documents, the Pre-Emptive Rights of any Insulated Member that would otherwise apply to an issuance of Equity Securities or other equity interests of CMP or any of its subsidiaries proposed to be made during such Insulated Member's Insulation Period and that are not able to be exercised on account of a Withdrawal Notice being given or because of any other legal impediment, are and shall be assignable by such Insulated Member to any prospective purchaser of such Equity Securities or other equity interests that is not a competitor of CMP, is legally able (including under the Communications Act of 1934, as amended, and the rules, regulations or policies of the FCC promulgated thereunder) to acquire such Equity Securities or other equity interests that are issued as contemplated thereby and that has agreed in writing for the benefit of CMP and the Equityholders to be a party to the CMP Documents, including to be bound by the Equityholders' Agreement as if it were a Permitted Transferee of the transferring Insulated Member, it being understood and agreed that (x) each such assignment of Pre-Emptive Rights will be specific to the particular issuance and (y) any securities acquired by the assignee shall be subject to the restrictions and limitations set forth in the first sentence of Section 2(n) below as if such assignee were an Insulated Member (and such assignee shall not have any governance or other rights in respect of CMP or its subsidiaries except those attendant to its holding of such securities). Upon any reconversion of an Insulated Member's status in accordance with Section 2(f) above, Bain and THLee may, promptly after the end of its respective Insulation Period and to the extent agreed with its assignee, reacquire any equity previously acquired by its assignee of such pre-emptive rights and any such reacquisition by Bain or THLee shall not be subject to the right of first offer provisions set forth in Section 2.8 of the Equityholders' Agreement.

(j) **Block Extension.** The first sentence of Section 3.2(b) of the Equityholders' Agreement is hereby amended in its entirety to read as follows: "Notwithstanding Section 3.2(a),

(x) until May 5, 2009, the actions set forth in clause (i) below (and clause (vi) as it relates to matters covered by clause (i)), and (y) until May 5, 2010, all of the following actions other than those described in clause (x) above, in each case, shall require the approval of a majority of the voting power held by directors designated by the PE Investors and approval of a director designated by Cumulus.”

(k) **Cloud Waiver.** The parties waive the Change of Control of Cumulus that would otherwise be deemed to occur for all purposes under the Equityholders’ Agreement, including under Section 3.2(d) thereof, by virtue of the consummation of the transactions contemplated by the Agreement and Plan of Merger, dated as of July 23, 2007, among CMI, Cloud Acquisition Corporation, a Delaware corporation, and Cloud Merger Corporation, a Delaware corporation and a wholly owned subsidiary of Cloud Acquisition Corporation (but there is no waiver of any other Change of Control of Cumulus).

(l) **Management Agreement Correction.** All parties hereto approve an amendment to the Management Agreement to delete the word “Cumulus” set forth in Section 5.9(c)(iii), and replace same with “CMP”, correcting a scrivener’s error.

(m) **Advisory Services Agreement Correction.** Through an inadvertent error, at the Closing incorrect signature pages were attached to the Advisory Services Agreement. Each entity designated as “PE Advisor” in Annex A to this Waiver and Amendment which is affiliated with certain of the undersigned parties, whose signatures were inadvertently attached to the Advisory Services Agreement, is the proper “PE Advisor”, and its signature below evidences its being a PE Advisor under such Advisory Services Agreement instead of such other signatories, with full force and effect from the Closing Date.

(n) **Nature of Equity Securities Held by Insulated Members.** Should any Insulated Member acquire additional Equity Securities or other equity interests in CMP pursuant to the exercise of its Pre-Emptive Rights or otherwise, such securities will be subject to the voting and other limitations applicable to the Equity Securities of such Insulated Member which were held by such Insulated Member upon its election to become an Insulated Member by reason of the provisions of this Amendment.

(o) **Notices.** All provisions in the CMP Documents relative to the receipt of notices are amended to substitute for the address of CMI the following: 3280 Peachtree Road, N.W., Suite 2300, Atlanta, Georgia 30305, Attention: Lewis W. Dickey, Jr.

3. Acquisition. Contemporaneously herewith the parties have entered into a certain Consent and Agreement relative to a possible Acquisition (as defined therein) by CMP. If Blackstone and CMI request that THLee, Bain and CCU undertake the actions set forth in paragraph 3 of such Consent and Agreement and CMP ultimately closes the Acquisition contemplated thereby, or any substantially equivalent transaction relating to radio stations listed on Exhibit A to that Consent and Agreement (whether or not divestitures or other such actions are ultimately required), effective with the closing of the Acquisition, this Amendment would be deemed to be revised to add the following clause as Section 2(b)(ii)(B):

“(B) Sections 3.2(a), 3.2(b)(iv) and (vi) and 3.2(c) of the Equityholders' Agreement in respect of a “Restricted Issuance or Financing” (defined below), which in addition to the approvals required under the CMP Documents, as amended by this Amendment, shall require the approval of at least one Insulated Member; a Restricted Issuance or Financing as used hereinabove means

(x) an equity issuance by CMP or any subsidiary thereof at a time when both Bain and THLee are Insulated Members,

(y) which issuance has not been approved by at least two of Bain, Blackstone and THLee, and

(z) as to which issuance the Insulated Members are not afforded pre-emptive rights (be they under Article IV of the Equityholders' Agreement or through a grant of equivalent pre-emptive participation rights) to participate proportionate to their relative ownership of Equity Securities in such issuance that are not conditioned or limited (by CMP, its members or otherwise) in any material respect beyond the requirements of Article IV of the Equityholders' Agreement (as modified by Section 2(n) hereof);

it being further agreed that with respect to any issuance of debt or equity securities or material financing of any type other than a Restricted Issuance or Financing, subject to obtaining such other consents (if any) as may be explicitly required hereby, only the approval by directors representing a majority of CMP's directors will be required;”

4. **Expense Reimbursement.** Bain and THLee hereby agree that they (or their Affiliates) will promptly reimburse CMP, Blackstone, Merrill Lynch Global Private Equity and CMI for any and all expenses incurred by CMP, Blackstone, Merrill Lynch Global Private Equity and CMI (including, for the avoidance of doubt, the legal fees of Jones Day, Simpson Thacher & Bartlett LLP, Dickstein Shapiro LLP and Debevoise & Plimpton LLP) through the date hereof in connection with restructuring or otherwise modifying the rights of the Investors as a result of the entry by Bain and THLee (or their Affiliates) into the Clear Channel Merger Agreement; provided that (i) the aggregate amount reimbursable by Bain and THLee (or their respective Affiliates) under this Section 4 will not exceed \$\_\_\_\_\_ ; (ii) each of Bain and its Affiliates, on the one hand and THLee and its Affiliates on the other hand, will be responsible for only one-half of such reimbursement obligation, (iii) in the event that the total expenses that would be reimbursable under this Section 4 but for the limitation set forth in clause (i) of this proviso would exceed that limitation, CMI and Blackstone will jointly instruct Bain and THLee which fees should be paid (subject to that limitation), whereupon THLee and Bain will pay (or cause an Affiliate to pay) such maximum amount as so instructed and all parties agree to be bound by the limitation on reimbursement provided herein and by those joint instructions.

5. **Miscellaneous.** The undersigned agree to take, and to cause their respective representatives to take, such steps as necessary or appropriate to amend the Transfer Applications

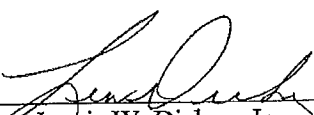


to reflect this Amendment to endorse the Transfer Applications as so amended and to cooperate, and cause CMP to cooperate, in seeking any consent of the FCC to implement the terms of this Amendment. Subject to the grant of necessary FCC consent to the Transfer Applications (as so amended) and to Bain and/or THLee making the election contemplated by Section 2(a), the parties hereto will accept and give effect to such election by Bain and THLee to become insulated members on the terms and conditions set forth in this Amendment, and CMP will treat each such Investor that elects to become an insulated member as such, and abide by the Insulation Restrictions applicable to such Investors as insulated members.

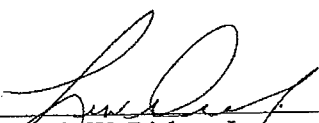
*[Balance of page intentionally blank; Signature pages follow.]*

*IN WITNESS WHEREOF*, the parties hereto have caused this instrument to be duly executed as of the date first written above.

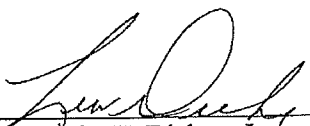
**CUMULUS MEDIA PARTNERS, LLC**

By   
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**CMP SUSQUEHANNA HOLDINGS CORP.**

By   
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**CUMULUS MEDIA INC.**

By   
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**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

*IN WITNESS WHEREOF*, the parties hereto have caused this instrument to be duly executed as of the date first written above.

**CUMULUS MEDIA PARTNERS, LLC**

By \_\_\_\_\_  
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**CMP SUSQUEHANNA HOLDINGS CORP.**

By \_\_\_\_\_  
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**CUMULUS MEDIA INC.**

By \_\_\_\_\_  
Name: Lewis W. Dickey, Jr.  
Title: Chairman, President & Chief Executive Officer

**BAIN CAPITAL (SQ) VIII, L.P.**

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

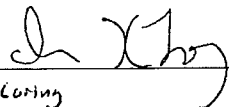
By: Bain Capital Investors, LLC, its general partner

By \_\_\_\_\_  
Name: *Ian Loring*  
Title: Managing Director

**BCIP ASSOCIATES III, LLC**

By: BCIP Associates III, its manager

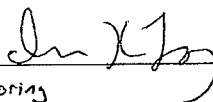
By: Bain Capital Investors, LLC, its managing partner

By   
Name: *Ian Loring*  
Title: Managing Director

**BCIP ASSOCIATES III-B, LLC**

By: BCIP Associates III-B, its manager

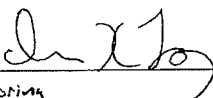
By: Bain Capital Investors, LLC, its managing partner

By   
Name: *Ian Loring*  
Title: Managing Director

**BCIP T ASSOCIATES III, LLC**

By: BCIP Associates III, its manager

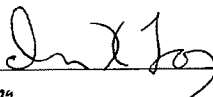
By: Bain Capital Investors, LLC, its managing partner

By   
Name: *Ian Loring*  
Title: Managing Director

**BCIP T ASSOCIATES III-B, LLC**

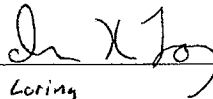
By: BCIP Associates III-B, its manager

By: Bain Capital Investors, LLC, its managing partner

By   
Name: *Ian Loring*  
Title: Managing Director

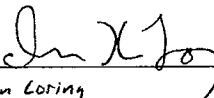
**BCIP ASSOCIATES-G**

By: Bain Capital Investors, LLC, its managing partner

By:   
Name: *Ian Loring*  
Title: Managing Director

**BAIN CAPITAL PARTNERS, LLC**

By: Bain Capital LLC, its sole member

By:   
Name: *Ian Loring*  
Title: Managing Director

**THOMAS H. LEE EQUITY FUND V, L.P.**

By: THL Equity Advisors V, LLC, its general partner

By: Thomas H. Lee Partners, L.P., its manager

By: Thomas H. Lee Advisors, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title: Managing Director

**BCIP ASSOCIATES-G**

By: Bain Capital Investors, LLC, its managing partner

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

Name:

Title: Managing Director

**BAIN CAPITAL PARTNERS, LLC**

By: Bain Capital LLC, its sole member

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

Name:

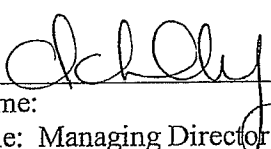
Title: Managing Director

**THOMAS H. LEE EQUITY FUND V, L.P.**

By: THL Equity Advisors V, LLC, its general partner

By: Thomas H. Lee Partners, L.P., its manager

By: Thomas H. Lee Advisors, LLC, its general partner

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

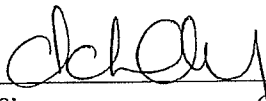
Name:

Title: Managing Director

**THL MANAGERS V, LLC**

By: Thomas H. Lee Partners, L.P., its managing member

By: Thomas H. Lee Advisors, LLC, its general partner

By:   
Name:  
Title: Managing Director

**BLACKSTONE FC CAPITAL PARTNERS IV, L.P.**

By: Blackstone Management Associates IV L.L.C.,  
its general partner

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

**BLACKSTONE FC COMMUNICATIONS  
PARTNERS L.P.**

By: Blackstone Communications Management  
Associates I L.L.C., its general partner

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

**BLACKSTONE FC CAPITAL PARTNERS IV-A L.P.**

By: Blackstone Management Associates IV L.L.C.,  
its general partner

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

**THL MANAGERS V, LLC**

By: Thomas H. Lee Partners, L.P., its managing member  
By: Thomas H. Lee Advisors, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title: Managing Director

**BLACKSTONE FC CAPITAL PARTNERS IV, L.P.**

By: Blackstone Management Associates IV L.L.C.,  
its general partner

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

**BLACKSTONE FC COMMUNICATIONS  
PARTNERS L.P.**

By: Blackstone Communications Management  
Associates I L.L.C., its general partner

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

**BLACKSTONE FC CAPITAL PARTNERS IV-A L.P.**

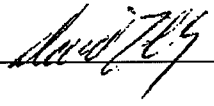
By: Blackstone Management Associates IV L.L.C.,  
its general partner

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



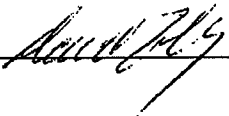
**BLACKSTONE FAMILY FCC L.L.C.**

By: BMA IV FCC L.L.C.,  
its managing member

By   
Name:  
Title:

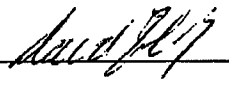
**BLACKSTONE PARTICIPATION FCC L.L.C.**

By: BMA IV FCC L.L.C.,  
its managing member

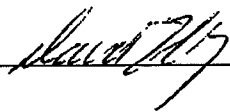
By   
Name:  
Title:

**BLACKSTONE COMMUNICATIONS FCC L.L.C.**

By: BCMA FCC L.L.C.,  
its managing member

By   
Name:  
Title:

**BLACKSTONE MANAGEMENT PARTNERS IV  
L.L.C.**

By:   
Name:  
Title:

## Exhibit A

### **Insulation Restrictions**

As an “insulated” limited liability company member, to comply with FCC restrictions applicable to “insulated” limited liability company members, such member will 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 Company Board;
- 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.

**Form of Director Resignation Letter**

Cumulus Media Partners, LLC  
3280 Peachtree Road, N.W., Suite 2300  
Atlanta, Georgia 30305  
Attn: Mr. Lewis W. Dickey, Jr.

**RESIGNATION**

I, \_\_\_\_\_<sup>1</sup>, hereby resign as a director of Cumulus Media Partners, LLC, a Delaware limited liability company ("CMP"), and (if applicable) as a director of CMP Susquehanna Holdings Corp., a Delaware corporation, and of any other subsidiary of CMP for which the undersigned serves as a director.

Effective as of \_\_\_\_\_, 2007

\_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> *Insert name of resigning director.*

ANNEX A

**PE Advisor affiliated with Blackstone**

Blackstone Management Partners IV L.L.C.

**PE Advisor affiliated with Bain**

Bain Capital Partners, LLC

**PE Advisor affiliated with THLee**

THL Managers V, LLC