

## **ENGAGEMENT AGREEMENT**

This ENGAGEMENT AGREEMENT (this “Agreement”) is entered into as of September 16, 2011, and is by and among Citadel Broadcasting Company, a Nevada corporation (“CBC”), Radio License Holding CBC, LLC, a Delaware limited liability company (“RLH,” and together with CBC, “Citadel”), Cumulus Broadcasting LLC, a Nevada limited liability company (“CBL”), and Cumulus Licensing LLC, a Nevada limited liability company (“CLL,” and together with CBL, “Cumulus,” with Citadel and Cumulus collectively referred to hereinafter as the “Beneficiaries”), on the one hand, and Potential Broadcasting, LLC, a Georgia limited liability company, as trustee (the “Trustee”), on the other hand.

### **Recitals**

A. Cumulus Media Inc. (“CMI”), Citadel Broadcasting Corporation, the parent company of Citadel, Cumulus Media Holdings, Inc. (“Holdco”), a wholly-owned subsidiary of CMI, and Cadet Merger Corporation, a wholly-owned subsidiary of Holdco, entered into an Agreement and Plan of Merger (the “Merger Agreement”), dated March 9, 2011.

B. Consummation of the transactions contemplated by the Merger Agreement was subject to, among other conditions, the prior consent of the Federal Communications Commission (“FCC”), the termination of any investigation by the United States Department of Justice (the “DOJ”) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the consummation of the assignment (after obtaining FCC consent) to Volt Radio, LLC (“Volt”), as Trustee, of assets for certain radio stations, including WCAT-FM in Carlisle, Pennsylvania (FCC Facility ID No. 74557) (“WCAT”), and WWKL(FM) in Palmyra, Pennsylvania (FCC Facility ID No. 12050) (“WWKL”).

C. CMI is subject to that certain Preservation of Assets Stipulation and Order (the “Order”) in *United States of America v. Cumulus Media Inc. et al.*, Case No. 1:11-CV-01619 (D.D.C. September 12, 2011), which, *inter alia*, requires that certain assets (the “Station Assets”), including licenses and other authorizations issued by the FCC (the “FCC Licenses”), used in the operation of radio stations WCAT, WWKL, and WRSR(FM) in Owosso, Michigan (FCC Facility ID No. 41681) (“WRSR,” and together with WCAT and WWKL, the “Stations”), which is owned by CMI, be assigned to a trustee approved by the DOJ.

D. The Order requires Beneficiaries to place the Station Assets in an insulated divestiture trust upon consummation of the Merger Agreement and the simultaneous assignment of the Station Assets for WCAT and WWKL to Volt.

E. Trustee is prepared to acquire the Station Assets upon consummation of the Merger Agreement and the consummation of the aforementioned assignments to Volt, to market the Station Assets for sale to an independent third party or third parties, and to operate the Stations for the benefit of Beneficiaries in the interim, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

### **Agreements**

**1. Terms and Conditions of Service.** Trustee shall serve as the trustee of a trust to be known as the “PB Divestiture Trust,” which shall be established pursuant to a trust agreement in the form appended hereto as Appendix A (the “Trust Agreement”).

**2. FCC Application.** Simultaneous with the consummation of the Merger Agreement, Cumulus will (a) cause Volt to join with Trustee in filing a Form 314 application seeking FCC consent to the assignment of the FCC Licenses for WCAT and WWKL to Trustee pursuant to the Trust Agreement and (b) join with Trustee in filing a Form 314 application seeking FCC consent to the assignment of the FCC Licenses for WRSR to Trustee pursuant to the Trust Agreement (with the foregoing Form 314 applications referred to hereinafter as the “Applications”). Cumulus will use, or cause Volt to use, commercially reasonable efforts to cooperate with Trustee to secure a grant of the Applications at the earliest practicable time.

**3. Acquisition of the Stations.** Promptly after the FCC’s grant of the Applications, Cumulus will use commercially reasonable efforts for itself (with respect to WRSR), and cause Volt to use commercially reasonable efforts (with respect to WCAT and WWKL), to cooperate in the consummation of the transactions contemplated by the Applications, and, in conjunction therewith, Beneficiaries and Trustee shall execute the Trust Agreement.

**4. Payment of Fees and Expenses.** In consideration for services performed in connection with the organization, negotiation, preparation, and execution of this Agreement, the preparation and filing of the Applications, and the consummation of assignment of the Station Assets to the PB Divestiture Trust, Beneficiaries shall reimburse Trustee for all reasonable professional fees and other expenses incurred by Trustee in conjunction therewith (including reasonable fees and expenses of Trustee’s lawyer), not to exceed Ten Thousand Dollars (\$10,000) without Beneficiaries’ prior consent, which shall not be unreasonably withheld, conditioned or delayed, which Trustee reasonably deems necessary and proper to incur in the performance of its duties and obligations hereunder. Any payment for reimbursement shall be made within twenty (20) days of a request therefor (which shall be supported by invoices or other supporting documentation).

**5. Trustee’s Qualifications.** Trustee hereby represents and warrants to Beneficiaries that it is and will continue to be qualified under the Communications Act of 1934, as amended, and the FCC’s rules and policies to acquire the Station Assets.

**6. Diversified Entities.** The parties acknowledge that the divestiture trust provides an appropriate opportunity to contribute to diversity in the radio marketplace. To that end, Trustee shall use commercially reasonable efforts to market the Stations for sale to entities owned or controlled by minorities or women (each a “Diversified Entity”). In the event that Trustee receives competing offers for the Station Assets for one or more Stations from parties who are ready, willing and able to consummate the transaction, Trustee shall accept the offer of a Diversified Entity for the

Station Assets if and to the extent the offers are otherwise equal in all material respects (as determined by Trustee in the exercise of its sole discretion).

**7. Beneficiaries' Termination Rights.** Notwithstanding anything to the contrary contained herein, this Agreement, other than Beneficiaries' obligations under Section 4 hereof, may be terminated by Beneficiaries upon prior notice to Trustee at any time prior to the consummation of the assignment of the Station Assets to Trustee if all the Station Assets are sold to one or more third parties prior to the consummation of the transactions contemplated by the Applications. Any termination of this Agreement by Beneficiaries under this section shall not affect Beneficiaries' obligation under Section 4 hereof to reimburse Trustee for any professional fees and expenses incurred prior to the date of such termination.

**8. Confidentiality.** Trustee shall keep all financial and other non-public information regarding the Stations and the PB Divestiture Trust confidential and shall not disclose such information except to its lawyers and advisers and to the extent necessary to obtain an FCC grant of the Applications or otherwise to implement the terms of the Trust Agreement (and in such case subject to the terms of a customary confidentiality agreement) or as required by law.

**9. Integration.** This Agreement and the documents referenced herein represent the entire understanding of the parties with respect to the subject matter hereof, supersede any and all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the same subject matter, and may not be amended except by a document executed by the parties.

**10. Notices.** Any and all communications authorized or required by this Agreement shall be sent by hand, by email or by facsimile (in each case only with written confirmation of receipt), or by overnight courier (charges prepaid) to the parties at the addresses and facsimile numbers set forth in the Form Trust Agreement annexed hereto.


**11. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions.

**12. Counterpart Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Facsimile or other electronically-delivered signature pages will be sufficient to make this Agreement legally binding.

[SIGNATURE PAGE FOLLOWS]

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

**POTENTIAL BROADCASTING, LLC,  
AS TRUSTEE**

By:   
Edward N. Esserman  
Sole Member

**CITADEL BROADCASTING COMPANY**

By: \_\_\_\_\_  
Richard S. Denning  
Senior Vice President & General Counsel

**RADIO LICENSE HOLDING CBC, LLC**

By: \_\_\_\_\_  
Richard S. Denning  
Senior Vice President & General Counsel

**CUMULUS BROADCASTING LLC**

By: \_\_\_\_\_  
Richard S. Denning  
Senior Vice President & General Counsel

**CUMULUS LICENSING LLC**

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