

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	Chapter 11
	)	
CITADEL BROADCASTING CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 09-17442 (BRL)
	)	
Debtors.	)	Jointly Administered
	)	

**PLAN SUPPLEMENT TO THE FIRST MODIFIED JOINT PLAN OF  
REORGANIZATION OF CITADEL BROADCASTING CORPORATION AND ITS  
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

This is the Plan Supplement of Citadel Broadcasting Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “*Debtors*”), filed in support of the *First Modified Joint Plan of Reorganization of Citadel Broadcasting Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy*

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<sup>1</sup> The Debtors in these chapter 11 cases are: Alphabet Acquisition Corp.; Atlanta Radio, LLC; Aviation I, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; Citadel Broadcasting Company; Citadel Broadcasting Corporation; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; International Radio, Inc.; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets, LLC; Minneapolis Radio, LLC; Network License, LLC; NY License, LLC; NY Radio Assets, LLC; NY Radio, LLC; Oklahoma Radio Partners, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; Radio Today Entertainment, Inc.; Radio Watermark, Inc.; San Francisco Radio Assets, LLC; San Francisco Radio, LLC; SF License, LLC; WBAP-KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP-KSCS Radio Acquisition, LLC; WBAP-KSCS Radio Group, Ltd.; and WPLJ Radio, LLC. The principal corporate locations of the Debtors are: 142 West 57th Street, 11th Floor, New York, New York 10019; and 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. The service address for all of the Debtors is 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. Information regarding the Debtors’ business and the background of these chapter 11 cases can be found in the Declaration of Randy L. Taylor, Senior Vice President and Chief Financial Officer of Citadel Broadcasting Corporation, In Support Of First Day Pleadings (the “*First Day Declaration*”), filed on December 20, 2009, the date the Debtors filed their petitions (the “*Petition Date*”) under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On January 11, 2010, the United States Trustee for the Southern District of New York (the “*U.S. Trustee*”) appointed a statutory committee of unsecured creditors (the “*Committee*”) [Docket No. 67].

*Code* [Docket No. 198] (as amended, modified or supplemented from time to time, the “***Plan***”).<sup>2</sup>

The hearing to consider confirmation of the Plan is scheduled for May 12, 2010 at 10:00 a.m. (prevailing Eastern Time).

The Plan Supplement may also be obtained by calling the Debtors’ restructuring hotline at (888) 733-1544, visiting the Debtors’ restructuring website at <http://www.kccllc.net/citadel>, and/or writing to Citadel Broadcasting Corporation; c/o Kurtzman Carson Consultants LLC; 2335 Alaska Avenue; El Segundo, California 90245.

New York, New York  
Dated: April 23, 2010

/s/ Jonathan S. Henes

Jonathan S. Henes  
Joshua A. Sussberg  
Sarah Hiltz Seewer (*pro hac vice*)  
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Attorneys for the Debtors and Debtors in  
Possession

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<sup>2</sup> All capitalized terms used but not otherwise defined herein and in each of the Exhibits hereto shall have the meanings set forth in the Plan. The forms of the documents contained in the Plan Supplement are integral to and are considered part of the Plan. If the Plan is approved, the Plan Supplement will be approved as well. The Debtors reserve the right to alter, amend or modify any of the Plan Supplement documents at any time in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of the Plan Supplement documents, the Debtors will file a blackline with the Court before the Confirmation Hearing reflecting such modifications.

### **Plan Supplement Documents**

Exhibit A	New Certificates of Incorporation of Reorganized Citadel
Exhibit B	New Certificates of Incorporation and Amendments to LLC Agreements of Reorganized Debtors' Subsidiaries
Exhibit C	New By-Laws of Reorganized Citadel
Exhibit D	Radio License Holding CBC, LLC Agreement
Exhibit E	New Term Loan
Exhibit F	Warrant Agreement
Exhibit G	List of Rejected Executory Contracts and Unexpired Leases
Exhibit H	List of Assumed Executory Contracts and Unexpired Leases
Exhibit I	List of Retained Causes of Action
Exhibit J	Restructuring Transactions Notice
Exhibit K	New Employment Agreements
Exhibit L	Equity Incentive Program
Exhibit M	Reorganized Debtor's Board of Directors and Officers
Exhibit N	Reorganized Debtors' Subsidiaries' Board of Directors and Officers

**Exhibit A**

**New Certificates of Incorporation of Reorganized Citadel**

**CERTIFICATE OF INCORPORATION**  
**OF**  
**CITADEL BROADCASTING COMPANY**

FIRST: The name of the Corporation is Citadel Broadcasting Company (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "GCL").

FOURTH: The aggregate number of shares of all classes of capital stock which the Corporation shall have the authority to issue is [\_\_\_\_\_] shares of capital stock, consisting of [\_\_\_\_\_] shares of class A common stock, par value \$0.001 per share (the "Class A Common Stock"), [\_\_\_\_\_] shares of class B common stock, par value \$0.001 per share (the "Class B Common Stock") and [\_\_\_\_\_] shares of preferred stock, par value \$0.001 per share (the "Preferred Stock").

The powers, preferences and rights of the shares of Common Stock and the qualifications, limitations or restrictions thereof are as follows:

A. Common Stock

1. Dividends. The holders of shares of Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash or in property (including shares of capital stock or other securities of the Corporation). The holders of shares of Common Stock and, to the extent required by the Warrant Agreement, dated as of \_\_\_\_\_, 2010, between the Corporation and [Warrant Agent] (as amended, modified or otherwise restated from time to time, the "Warrant Agreement"), the holders of Warrants (as such term is defined in the Warrant Agreement), shall be entitled to participate in such dividends ratably on a per share basis (in the case of holders of Warrants, based upon their ownership of Class B Common Stock underlying their Warrants on an as-exercised basis); provided, that no such distribution shall be made to holders of Warrants, Class A Common Stock and Class B Common Stock if (i) a Federal Communications Commission ("FCC") ruling, regulation or policy prohibits such distribution to holders of Warrants or (ii) the Corporation's FCC counsel opines that such distribution is reasonably likely to cause (a) the Company to violate any applicable FCC rules or regulations or (b) any such holder of Warrants to be deemed to hold an attributable interest in the Company.

2. Dissolution, Liquidation or Winding-Up. In the event of any dissolution, liquidation or winding-up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and of the amounts to which the holders of any outstanding shares of any capital stock ranking senior in preference to the Common Stock shall be entitled, and subject to the rights of the holders of any other class of capital stock of the Corporation, the holders of shares of Common Stock shall be entitled to share in the assets of the Corporation ratably on a per share basis. The Board of Directors of the Corporation, in good faith, shall determine the fair market value, as of the date of distribution, of any property distributed in the event of any dissolution, liquidation or winding-up of the affairs of the Corporation (and such fair market value shall be the amount received in such dissolution, liquidation or winding-up by the stockholders by reason of the distribution of the property). Any determination made by the Board of Directors of the Corporation pursuant to this Subsection 2 shall be final and binding.

For the purposes of this Subsection 2, neither the sale, conveyance, exchange or transfer (for cash or other property, including stock or other securities) of all or substantially all of the property or assets of the Corporation nor the consolidation or merger of the Corporation with or into one or more other entities nor any other similar transaction however characterized shall be deemed to be a liquidation, dissolution or winding up of the Corporation.

3. Voting Rights.

a. The holders of Common Stock shall be entitled to one vote per share and shall vote together as a single class, except that holders of Class B Common Stock shall have no right to vote any shares of Class B Common Stock with respect to any matter submitted to a vote of the holders of Common Stock other than as expressly provided in Section A(3)(b) of this Article FOURTH. Notwithstanding the foregoing, holders of Class B Common Stock shall be entitled to a separate class vote on any amendment or modification of any specific rights or obligations of the holders of Class B Common Stock that does not similarly affect the rights or obligations of the holders of Class A Common Stock.

b. If and only if any of the following actions are submitted to a vote of the holders of Common Stock, each share of Class B Common Stock shall be entitled to vote with the Class A Common Stock, with each share of Common Stock having one vote and voting together as a single class:

- (i) the retention or dismissal of outside auditors by the Corporation;
- (ii) any distributions to the stockholders of the Corporation;
- (iii) any material sale of assets, recapitalization, merger, business combination, consolidation, exchange or other similar reorganization involving the Corporation or any of its subsidiaries, including a drag-along transaction;
- (iv) the adoption of any new or amended Certificate of Incorporation, other than any amendment that is ministerial in nature;

(v) other than in connection with any management equity or similar plan adopted by the Board of Directors of the Corporation, any authorization or issuance of equity interests, or any security or instrument convertible into or exchangeable for equity interests, in the Corporation or any of its subsidiaries; and

(vi) the liquidation of the Corporation or any of its subsidiaries.

Except as required by applicable law, the holders of Class A Common Stock and the holders of Class B Common Stock shall have no right to vote separately as a class.

Notwithstanding anything to the contrary contained in this Certificate of Incorporation, (I) except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) and (II) the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of shares having a majority of the votes entitled to be cast in respect of all outstanding shares of capital stock entitled to vote on matters presented to the stockholders of the Corporation for their action and consideration generally, irrespective of the class vote requirements set forth in Section 242(b)(2) of the GCL.

#### 4. Conversion.

Each share of Class B Common Stock may be converted into one (1) share of Class A Common Stock by the holder thereof by (i) delivering to the Corporation a written notice of such holder's election to convert the number of shares of Class B Common Stock specified therein, duly executed by such holder, and (ii) to the extent that such conversion would result in the holder holding more than 4.99% of the Class A Common Stock following such conversion, delivering to the Corporation an ownership certification in form and substance reasonably satisfactory to the Corporation for the purpose of enabling the Corporation (a) to determine that such holder does not have an attributable interest in another entity that would cause the Corporation to violate applicable FCC rules and regulations and (b) to obtain any necessary approvals from the FCC or the United States Department of Justice. Notwithstanding anything to the contrary contained herein, the Corporation shall not be required to convert any share of Class B Common Stock if the Corporation reasonably and in good faith determines that such conversion would result in a violation of the Communications Act of 1934, as amended, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or the rules and regulations promulgated thereunder.

Upon delivery of a notice of conversion in conformity with the foregoing provisions, the Corporation shall thereupon, as promptly as practicable, and in any event within five (5) business days after receipt by the Corporation of such notice of conversion, (A) execute or cause to be executed and deliver or cause to be delivered to the holder a certificate or certificates representing the aggregate number of shares of Class A Common Stock issuable upon such

conversion (based upon the aggregate number of shares of Class B Common Stock so converted), or (B) if in the Corporation's sole discretion the shares of Class A Common Stock are not certificated, make or cause to be made a book entry into the stock ledger of the Corporation for the aggregate number of shares of Class A Common Stock issuable upon such conversion (based upon the aggregate number of shares of Class B Common Stock so converted).

Any share of Class B Common Stock converted hereunder shall, to the extent properly converted and to the extent the Corporation has made a reasonable and good faith determination that such conversion does not violate the FCC ownership and transfer restrictions set forth in Section C(iii) of Article FOURTH below, be deemed to have been effected immediately prior to the close of business on the day on which the notice of conversion shall have been delivered to the Corporation. At such time, the certificates for the shares of Class A Common Stock issuable upon such conversion shall be deemed to have been issued, or, as the case may be, the book entry into the stock ledger of the Corporation for the shares of Class A Common Stock issuable upon such conversion shall be deemed to have been made, and the holder thereof shall be deemed to be and entitled to all rights of the holder of record of such Class A Common Stock.

If, at any time after the date hereof, the number of shares of Class A Common Stock outstanding is increased by a subdivision or split-up of shares of Class A Common Stock or decreased by a combination or reverse split of shares of Class A Common Stock, on the day following the effective date thereof, the number of shares of Class A Common Stock obtainable upon conversion of the Class B Common Stock shall be increased or decreased (as the case may be) in proportion to such increase or decrease in outstanding shares of Class A Common Stock. The adjustment shall become effective at the time when such subdivision, split-up, combination or reverse split becomes effective with respect to all holders of Class A Common Stock.

#### 5. Reservation.

The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock: (i) Class A Common Stock in a quantity sufficient to provide for the conversion of all outstanding shares of the Class B Common Stock; and (ii) Class B Common Stock in a quantity sufficient to provide for the exercise of all outstanding Warrants.

#### B. Preferred Stock

Shares of the Preferred Stock of the Corporation may be issued from time to time in one or more series, each of which series shall have such distinctive designations and number of shares as shall be fixed by the Board of Directors of the Corporation prior to the issuance of any shares thereof. Each such series of Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions, as shall be stated in such resolution or resolutions providing for the issue of such series of Preferred Stock as may be adopted from time to time by the Board of Directors of the Corporation prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in it, all in accordance with the laws of the State of Delaware. Except to the extent otherwise provided in any resolution or resolutions providing for the issue of any series of Preferred Stock, the number of authorized

shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock.

C. FCC Matters

To the extent necessary to comply with the Communications Act, and the FCC Regulations, the Board of Directors of the Corporation may (i) prohibit the ownership or voting of more than 20% of the Corporation's outstanding capital stock by or for the account of aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country (collectively "Aliens"), or by any other entity (a) that is subject to or deemed to be subject to management influence by Aliens or (b) the equity of which is owned, controlled by, or held for the benefit of, Aliens in a manner that would cause the Corporation to be in violation of the Communications Act or the FCC Regulations; (ii) prohibit any transfer of the Corporation's stock which would cause more than 20% of the Corporation's outstanding capital stock to be owned or voted by or for any person or entity designated in foregoing clause (i); (iii) prohibit the ownership, voting or transfer of any portion of its outstanding capital stock to the extent the ownership, voting or transfer of such portion would cause the Corporation to violate or otherwise result in violation of any provision of the Communications Act or the FCC Regulations; and (iv) redeem capital stock to the extent necessary to bring the Corporation into compliance with the Communications Act or the FCC Regulations or to prevent the loss of the Corporation's FCC licenses.

For purposes of the above paragraph, the "Communications Act" shall mean the Federal Communications Act of 1934, as amended, as in effect from time to time, and the "FCC Regulations" shall mean the rules, regulations or policies promulgated by the Federal Communications Commission and in effect from time to time. Notwithstanding any provisions contained herein to the contrary, if prior approvals must be obtained from the Federal Communications Commission (the "FCC Approvals"), (1) no stockholder shall possess any voting rights except as permitted by law; (2) no stockholder may nominate, appoint or designate any member of the Board of Directors, except as permitted by law; and (3) no stockholder shall be entitled to exercise any conversion rights or voting rights, until the FCC Approvals have been obtained.

FIFTH: The name and mailing address of the incorporator is:

Name:

Address

Laura-Jayne Urso

Kirkland & Ellis LLP  
601 Lexington Avenue, 36th Floor  
New York, NY 10022

SIXTH: The business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or this Certificate of Incorporation directed or required to be exercised or done by the stockholders.

A. Number of Directors. Except as otherwise fixed by or pursuant to the provisions of this Certificate of Incorporation relating to the rights of the holders of Preferred Stock to elect directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the then authorized number of directors of the Corporation, whether or not there exist any vacancies in previously authorized directorships, but in no event shall the number of directors be fewer than three. No director need be a stockholder.

B. Classes and Terms of Directors. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes (I, II and III), as nearly equal in number as possible, and no class shall include less than one director. The initial term of office for members of Class I shall expire at the annual meeting of stockholders in 2011; the initial term of office for members of Class II shall expire at the annual meeting of stockholders in 2012; and the initial term of office for members of Class III shall expire at the annual meeting of stockholders in 2013. At each annual meeting of stockholders beginning in 2011, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, and shall continue to hold office until their respective successors are elected and qualified.

C. Newly-Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or any other cause shall, unless otherwise provided by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, even if less than a quorum is then in office, or by the sole remaining director, and shall not be filled by stockholders. Directors elected to fill a newly created directorship or other vacancies shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor has been elected and has qualified.

D. Removal of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, the directors or any director may be removed from office at any time, but only for cause, at a meeting called for that purpose, and only by the affirmative vote of the holders of at least a majority of the voting power of all issued and outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

E. Rights of Holders of Preferred Stock. Notwithstanding the foregoing provisions of this Article SIXTH, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the rights and preferences of such Preferred Stock as set forth in this Certificate of Incorporation or in the resolution or resolutions of the Board of Directors relating to the issuance of such Preferred Stock, and such directors so elected shall not be divided into classes pursuant to this Article SIXTH unless expressly provided by such rights and preferences.

F. Written Ballot Not Required. Elections of directors need not to be by written ballot unless the By-laws of the Corporation shall otherwise provide.

G. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the By-laws of the Corporation.

H. By-laws. The Board of Directors is expressly authorized to adopt, amend, or repeal the By-laws of the Corporation.

SEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent such elimination from liability or limitation thereof is not permitted under the GCL as the same exists or may hereafter be amended. If the GCL is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL as so amended. Any repeal or modification of this Article SEVENTH by the stockholders of the Corporation, adoption of any provision inconsistent herewith or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal, alteration, amendment, adoption or modification. The provisions of this Article SEVENTH shall continue as to a person who has ceased to be a director of the Corporation and shall inure to his heirs, executors, administrators and personal and legal representatives.

EIGHTH: The Corporation shall indemnify any person who is or was or had agreed to become a director or officer of the Corporation or any person who is or was serving or who had agreed to serve at the request of the Board of Directors as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (including the heirs, executors, administrators and personal and legal representatives of such person) to the fullest extent authorized by the GCL, as the same exists or hereafter may be amended but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the GCL permitted the Corporation to provide immediately prior to such amendment) or any other applicable laws as presently or hereinafter in effect; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his heirs, executors, administrators and personal and legal representatives) in connection with a proceeding (or part hereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article EIGHTH of this Certificate of Incorporation shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition

The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article EIGHTH of this Certificate of Incorporation to directors and officers of the Corporation.

The rights to indemnification and to the advancement of expenses conferred in this Article EIGHTH of this Certificate of Incorporation shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the By-Laws of this Corporation, any statute, agreement, policy, vote of stockholders or disinterested directors or otherwise.

Any repeal, alteration or amendment of this Article EIGHTH of this Certificate of Incorporation or adoption of any provision inconsistent herewith shall not adversely affect any rights to indemnification and to the advancement of expenses of a director or officer of the Corporation or any other person entitled to or granted indemnification under this Article EIGHTH of this Certificate of Incorporation existing at the time of such repeal, alteration, amendment, adoption or modification with respect to any acts or omissions occurring immediately prior to such repeal, alteration, amendment, adoption or modification.

NINTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The Corporation hereby elects to be governed by Section 203 of the GCL.

ELEVENTH: Any action required or permitted to be taken by the stockholders of the Corporation, or any class or series thereof, must be effected at a duly called annual or special meeting of such stockholders and may not be effected by any consent in writing in lieu of a meeting of such stockholders.

TWELFTH. Subject to further amendments of this Certificate of Incorporation, as provided by applicable law, the Corporation shall not issue any non-voting equity securities in violation of Section 1123(a)(6) of Title 11 of the United States Code.

\* \* \* \* \*

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be executed and acknowledged by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2010

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

Name: Laura-Jayne Urso

Title: Sole Incorporator

**Exhibit B**

**New Certificates of Incorporation and Amendments to  
LLC Agreements of Reorganized Debtors' Subsidiaries**

**FORM<sup>1</sup> OF**  
**CERTIFICATE OF AMENDMENT**  
**OF THE**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
[\_\_\_\_\_]

**Under Sections 242 and 303 of the Delaware Corporation Law**

Pursuant to Sections 242 and 303 of the General Corporation Law of the State of Delaware, the undersigned officer of [\_\_\_\_\_], a Delaware corporation (the "Corporation"), does hereby certify the following:

**FIRST:** The name of the Corporation is [\_\_\_\_\_].

**SECOND:** The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on [\_\_\_\_\_].

**[THIRD:** The original name of the Corporation was [\_\_\_\_\_].]

**FOURTH:** The Certificate of Incorporation of the Corporation is hereby amended by inserting a new Article [\_\_\_\_\_] to read as follows:

"[\_\_\_\_\_]: The Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of title 11 of the United States Code (the "Bankruptcy Code") as in effect on the date of filing this Certificate of Amendment with the Secretary of State of the State of Delaware; provided, however, that this Article [\_\_\_\_\_] (i) will have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code; (ii) will have such force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation; and (iii) in all events may be amended or eliminated in accordance with applicable law from time to time in effect."

**FIFTH:** That the Corporation filed a voluntary petition under chapter 11 of title 11 of the United States Code, as amended, with the United States Bankruptcy Court for the Southern District of New York on December 20, 2009 (Case No. 09-17422 (BRL)), and that this Certificate is being filed pursuant to the authority granted to the Corporation under Section 303 of the General Corporation Law of the State of Delaware, without further action by the board of directors or shareholders of the Corporation and pursuant to the **[First Modified Joint Plan of Reorganization of Citadel Broadcasting Corporation and its Debtor Affiliates pursuant to Chapter 11 of the Bankruptcy Code]**.

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<sup>1</sup> An amendment of similar substance and like form will be filed in Delaware for the following direct and indirect subsidiaries of Citadel Broadcasting Company: Alphabet Acquisition Corp., International Radio, Inc. and Radio Watermark, Inc.

**IN WITNESS WHEREOF**, the undersigned affirms as true the foregoing under penalties of perjury, and has executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Name:

Title:

**FORM<sup>1</sup> OF**  
**AMENDMENT NO. [ ] TO**  
**[ ]**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**[ ]**

This Amendment No. [ ] to the [ ] Limited Liability Company Agreement (the “Amendment”) of [ ], a Delaware limited liability company (the “Company”) is entered into by [ ], a Delaware limited liability company (the “Member”) as of [date amendment to be effective], 2010.

**WHEREAS**, the Member [ , under its prior name of [ABC Radio Holdings, Inc.], entered into the [ ] Limited Liability Company Agreement of the Company on [ ] (the “LLC Agreement”).

**WHEREAS**, the Member desires to enter into this Amendment to (i) amend and restate certain sections of the LLC Agreement and (ii) include additional provisions to the LLC Agreement.

**NEW THEREFORE**, the LLC Agreement is hereby amended as follows:

1. The LLC Agreement shall be amended by deleting Section [ ], relating to the management of the Company, in its entirety and replacing it with a new Section [ ] thereto, which shall read in its entirety as:

“[ ] Board of Directors.

(a) Establishment. There is hereby established a Board of Directors (the “Board of Directors”) comprised of natural Persons (the “Directors”) having the authority and duties set forth in this Agreement and the Act. For all business that is put to the vote of the Board of Directors, each Director shall be entitled to one vote. Any decisions to be made by the Board of Directors shall require the approval of a majority of the Board of Directors. Except as provided in the immediately preceding sentence, no Director acting alone, or with any other

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<sup>1</sup> The LLC Agreements of the following direct and indirect subsidiaries of Citadel Broadcasting Company will be amended with amendments of similar substance and like form: Atlanta Radio, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets, LLC; Minneapolis Radio, LLC; Network License, LLC; NY License, LLC; NY Radio Assets, LLC; NY Radio, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; San Francisco Radio Assets, LLC; San Francisco Radio, LLC; SF License, LLC; WBAP KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP KSCS Radio Acquisition, LLC; and WPLJ Radio, LLC.

Director or Directors, shall have the power to act for or on behalf of, or to bind the Company in his or her capacity as a Director. Each Director shall be a “manager” (as that term is defined in the Act) of the Company, but, notwithstanding the foregoing, no Director shall have any rights or powers beyond the rights and powers granted to such Director in this Agreement. Directors need not be residents of the State of Delaware.

(b) Powers. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. All actions outside of the ordinary course of business of the Company, to be taken by or on behalf of the Company, shall require the approval of the Board of Directors. Directors shall have the duties, powers and rights of Directors under Delaware law applicable to directors of corporations organized under the Delaware General Corporation Law.

(c) Number of Directors; Term of Office. The authorized number of Directors shall, as of the date hereof, be two (2) Directors and hereafter the authorized number of Directors may be increased or decreased by the Member. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected by vote of the Member and shall hold office until their respective successors are elected or until their earlier death, resignation or removal. The Directors are listed on Schedule B attached hereto and such persons shall hold office as a Director until his respective successor is elected or until his earlier death, resignation or removal.

(d) Removal. The Member may remove, with or without cause, any Director and fill the vacancy. Vacancies caused by any such removal by the Member and not filled by the Member at a meeting at which such removal shall have been made or pursuant to the applicable written consent of the Member, may be filled by a majority of the Board of Directors, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected or until his earlier death, resignation or removal.

(e) Resignation. A Director may resign at any time by giving written notice to that effect to the Company. Any such resignation shall take effect at the time of the receipt of that notice or any later effective time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any vacancy caused by any such resignation or by the death of any Director or any vacancy for any other reason (including due to the authorization by the Board of Directors of an increase in the authorized number of Directors) and not filled by the Member may be filled by a majority of the Board of Directors, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected or until his earlier death, resignation or removal.

(f) Meetings of the Board of Directors. The Board of Directors shall meet at such time and at such place (either within or without the State of Delaware) as the Board of Directors may designate. Meetings of the Board of Directors shall be held on at least three (3) Business Days’ (if the meeting is to be held in person) or eight hours (if the meeting is to be held by telephone communications) prior written notice to the Directors, or upon such shorter notice as may be approved by all of the Directors. Any Director may waive such notice as to himself.

A record shall be maintained by the Secretary of the Company of each meeting of the Board of Directors.

(g) Conduct of Meetings. Any meeting of the Directors may be held, and any Director may attend and vote and be present at a meeting, in person (including by proxy given to another Director) or telephonically.

(h) Quorum. The presence (in person, telephonically, by proxy or by operation of this Section [\_\_\_\_](h)) of a majority of the Board of Directors shall constitute a quorum of the Board of Directors for purposes of conducting business. At all times when the Board of Directors is conducting business at a meeting of the Board of Directors, a quorum of the Board of Directors must be present at such meeting. If a quorum shall not be present at any meeting of the Board of Directors, then Directors having a majority of the votes of the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(i) Attendance and Waiver of Notice. Attendance by a Director at any meeting (in person, telephonically or by proxy) shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(j) Actions Without a Meeting. Notwithstanding any provision contained in this Agreement, any action of the Board of Directors may be taken by written consent without a meeting. Any such action taken by the Board of Directors without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by a majority of the Board of Directors.

(k) Compensation of the Directors. Directors, as such, shall not receive any stated salary for their services, but shall receive such reasonable compensation for their services as may be from time to time agreed upon by the Member or by a majority of the Board of Directors. In addition, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors, provided, that nothing contained in this Agreement shall be construed to preclude any Director from serving the Company or any of its subsidiaries in any other capacity and receiving reasonable compensation for such service.”

2. The LLC Agreement shall be amended by deleting Section [\_\_\_\_], relating to the officers of the Company, in its entirety and replacing it with a new Section [\_\_\_\_] thereto, which shall read in its entirety as:

“[\_\_\_\_] Officers. The Board of Directors may, from time to time as it deems advisable, appoint officers of the company (each an “Officer”) and assign in writing titles (including, without limitation, Chief Executive Officer, President, Chief Financial Officer, Vice President, Secretary, and Treasurer) to any such person. Unless the Board of Directors deems otherwise, the assignment of such title shall constitute the delegation to such person the

authorities and duties that are normally associated with that office as commonly used for officers of a business corporation formed under the Delaware General Corporation Law. Any delegation or appointment pursuant to this Section [\_\_\_\_\_] may be revoked at any time by the Board of Directors or the Members. The Officers of the Company are listed on Schedule C attached hereto.”

3. The LLC Agreement shall be amended by deleting Section [\_\_\_\_], relating to the execution of contracts and other documents by officers of the Company, in its entirety and replacing it with a new Section [\_\_\_\_\_] thereto, which shall read in its entirety as:

“[\_\_\_\_\_] Execution of Contracts and Other Documents. Each Officer of the Company may execute and/or deliver, in the name and on behalf of the Company, agreements, powers of attorney, evidences of indebtedness, conveyances, or any other document or instrument which is authorized by the Board of Directors or is required in the ordinary course of business.”

4. The LLC Agreement shall be amended by deleting Section [\_\_\_\_], relating to the exculpation and indemnification of the member, board of directors and officers of the Company, in its entirety and replacing it with a new Section [\_\_\_\_\_] thereto, which shall read in its entirety as:

“[\_\_\_\_\_] Exculpation and Indemnification. No Member, Director or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director or Officer by this Agreement, except that a Member, Director or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member’s, Director’s or Officer’s willful misconduct. To the fullest extent permitted by applicable law, a Member, Director or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Director or Officer by reason of any act or omission performed or omitted by such Member, Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director or Officer by this Agreement, except that no Member, Director or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member, Director or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section [\_\_\_\_\_] shall be provided out of and to the extent of Company assets only, and no Member, Director or Officer shall have personal liability on account thereof.”

5. The LLC Agreement shall be amended by adding a new Section [\_\_\_\_\_] thereto, which shall read in its entirety as:

“[\_\_\_\_\_] Issuance of Non-Voting Securities. Subject to further amendments to this [\_\_\_\_\_] Limited Liability Agreement, the Company shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of title 11 of the United States Code.”

6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

7. Except as amended hereby, the LLC Agreement shall remain in full force and effect.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the undersigned has executed this Amendment as of the date first written above.

[\_\_\_\_\_]

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

Name:

Title:

Schedule B

BOARD OF DIRECTORS

Farid Suleman

Randy L. Taylor

Schedule C

OFFICERS

<u>Name</u>	<u>Title</u>
Farid Suleman	President and Chief Executive Officer
Judith A. Ellis	Executive Vice President
Randy L. Taylor	Senior Vice President and Chief Financial Officer
Jacquelyn J. Orr	Vice President, General Counsel and Secretary
Patricia Stratford	Senior Vice President - Finance and Administration and Assistant Secretary

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Albany, NY 12231  
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
RADIO TODAY ENTERTAINMENT, INC.

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is: Radio Today Entertainment, Inc.

SECOND The date of the filing of the certificate of incorporation with the Department of State is: March 23, 1987.

THIRD: The amendment effected by this certificate of amendment is a follows:

Article FOURTH of the Certificate of Incorporation relating to the authorized shares of the corporation is hereby amended to read in its entirety as follows:

“FOURTH: The aggregate number of shares which the corporation shall have authority to issue is Two Hundred (200) shares without par value.

The Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of title 11 of the United States Code (the "Bankruptcy Code") as in effect on the date of filing this Certificate of Amendment with the Department of State of the State of New York; provided, however, that this Article FOURTH (i) will have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code; (ii) will have such force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation; and (iii) in all events may be amended or eliminated in accordance with applicable law from time to time in effect.”

FOURTH: That the corporation filed a voluntary petition under chapter 11 of title 11 of the United States Code, as amended, with the United States Bankruptcy Court for the Southern District of New York on December 20, 2009 (Case No. 09-17422 (BRL)), and that this Certificate is being filed pursuant to the authority granted to the Corporation under Section 808 of the Business Corporation Law of the State of New York , without further action by the board of directors or shareholders of the corporation and pursuant to the **[First Modified Joint Plan of Reorganization of Citadel Broadcasting Corporation and its Debtor Affiliates pursuant to Chapter 11 of the Bankruptcy Code]**.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the undersigned affirms as true the foregoing under penalties of perjury, and has executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

RADIO TODAY ENTERTAINMENT,  
INC.

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

Name:

Title:

CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
RADIO TODAY ENTERTAINMENT, INC.

Under Section 805 of the Business Corporation Law

Filer's Name: Corporation Service Company  
Address: 80 State Street  
Albany, NY 12236

**Exhibit C**

**New By-Laws of Reorganized Citadel**

**BY-LAWS**  
**OF**  
**CITADEL BROADCASTING COMPANY**  
**(A Delaware Corporation)**

**ARTICLE I**  
**OFFICES**

SECTION 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 2. Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Delaware, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

**ARTICLE II**  
**MEETINGS OF STOCKHOLDERS**

SECTION 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at any such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication.

If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, (a) participate in a meeting of stockholders, and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, to the extent permitted by law.

SECTION 2. Annual Meeting. The annual meeting of stockholders shall be held at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof. At such annual meeting, the stockholders shall elect, by a plurality vote, a Board of Directors and transact such other business as may properly be brought before the meeting.

SECTION 3. Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President or Chief Executive Officer.

SECTION 4. Notice of Meetings. Except as otherwise expressly required by statute, written notice of each annual and special meeting of stockholders stating the date, place,

if any, and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice (or any supplement or amendment thereto). Notice shall be given personally or by mail and, if by mail, shall be sent in a postage prepaid envelope, addressed to the stockholder at his address as it appears on the records of the Corporation. Notice by mail shall be deemed given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice of any meeting shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or who, either before or after the meeting, shall submit a signed written waiver, in person or by proxy, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice or any waiver by electronic transmission.

SECTION 5. Quorum, Adjournments. The holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Certificate of Incorporation, as it may be amended from time to time. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

SECTION 6. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or, in his absence or if one shall not have been elected, the Chief Executive Officer shall act as chairman of the meeting. The Secretary or, in his

absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

SECTION 7. Order of Business; Conduct of Meetings. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

SECTION 8. Voting. Except as otherwise provided by statute or the Certificate of Incorporation, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in his name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these By-Laws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy, signed by such stockholder or his attorney-in-fact, or by transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission permitted by law filed in accordance with the procedure established for the meeting, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the

issued and outstanding stock of the Corporation entitled to vote thereon, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question, including the election of directors, need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted. Such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxyholder.

SECTION 9. Inspectors. The Board of Directors may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

SECTION 10. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law. This list need not include electronic mail addresses or other electronic contact information. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. This list shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section 10 or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 11. Action by Consent. Any action required or permitted to be taken by the stockholders of the Corporation, or any class or series thereof, must be effected at a duly called annual or special meeting of such stockholders and may not be effected by any consent in writing in lieu of a meeting of such stockholders.

SECTION 12. Transfer of Shares to Aliens. To ensure compliance with the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated by the Federal Communications Commission (collectively, "FCC Rules"), the Corporation will employ a two-pronged analysis to examine separately the equity and the voting interests of the aggregate number of shares of stock outstanding at any time owned of record by or for the account of aliens or their representatives, or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country (collectively "Aliens") to determine control by aliens; provided that the Corporation shall not be required to monitor the alien ownership more often than required by the FCC Rules.

(a) Except as otherwise provided by law, not more than twenty percent (20%) of the aggregate number of shares of stock outstanding shall at any time be owned of record by or for the account of Aliens. Shares of stock shall be transferable on the books of the Corporation to Aliens (or to any persons holding for the account of Aliens) only, if after giving effect to such transfer, the aggregate number of shares of stock outstanding owned by or for the account of Aliens would be not more than twenty percent (20%) of the number of shares of stock then outstanding.

(b) Except as otherwise provided by law, not more than twenty percent (20%) of the aggregate number of voting interests at any time owned of record by or for the account of Aliens. Shares of stock shall be transferable on the books of the Corporation to Aliens (or to any persons holding for the account of Aliens) only, if after giving effect to such transfer, the aggregate number of voting interests owned by or for the account of Aliens would not be more than twenty percent (20%) of the number of shares of stock then outstanding.

The Board of Directors may from time to time make such rules and regulations as it may deem necessary or appropriate to enforce the foregoing provisions of this Section 12.

SECTION 13. Advance Notice of Director Nominations.

(a) Nomination of Persons for Elections as Directors. Unless otherwise required by applicable law, the Certificate of Incorporation or any instrument of designation of any series of preferred stock of the Corporation with respect to the right of holders of preferred stock of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any annual meeting of stockholders of the Corporation or at any special meeting of stockholders of the Corporation called for the purpose of electing directors and must be:

- (i) expressly specified in the notice of meeting (or any supplement or amendment thereto) given by or at the direction of the Board of Directors;

- (ii) otherwise made by or at the direction of the Board of Directors; or
- (iii) otherwise properly made by any stockholder of the Corporation who (A) is a stockholder of record at the time of giving of notice provided for in Section 13(b) of this Article II, on the record date for the meeting and at the time of the meeting, (B) is entitled to vote at the meeting and (C) complies with the notice procedures set forth in Section 13(b) of this Article II as to such nomination.

(b) Timely Notice of Nomination. For a nomination to be properly made by a stockholder pursuant to Section 13(a)(iii) of this Article II, the stockholder must, in addition to any other applicable requirements, have given timely notice thereof in writing to the Secretary. To be timely, a stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation by the close of business:

- (i) in the case of an annual meeting, no fewer than 90 nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is not within 30 days before or 60 days after such anniversary date, to be timely a stockholder's notice must be received by the Secretary by the close of business on the 10th day following the day on which a public announcement (as defined below) with respect to the date of such meeting is first made by the Corporation; and
- (ii) in the case of a special meeting called for the purpose of electing directors, no fewer than 90 nor more than 120 days prior to the date of such meeting; provided, however, that if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, to be timely a stockholder's notice must be received by the Secretary by the close of business on the 10th day following the day on which a public announcement with respect to the date of such meeting is first made by the Corporation.

In no event shall any adjournment or postponement of a meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notwithstanding the foregoing, in the event that the number of directors to be elected to the Board of Directors at any annual meeting is increased and the first public announcement of such increase is less than 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 13 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary at the principal

executive offices of the Corporation by the close of business on the 10th day following the day on which a public announcement with respect to such elections is first made by the Corporation.

(c) Proper Form of Notice of Director Nomination. To be in proper form, a stockholder's notice to the Secretary given pursuant to Section 13(a)(iii) of this Article II must set forth:

- (i) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner;
- (ii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and including any interests described below held by any member of such stockholder's or beneficial owner's immediate family sharing the same household, as of the date of such stockholder's notice (which information shall be confirmed or updated, if necessary, by such stockholder and beneficial owner not later than 10 days after the record date for the meeting to disclose such ownership as of the record date) set forth: (A) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, beneficially owned (as defined below) and owned of record by such stockholder and beneficial owner, (B) the class or series, if any, and number of options, warrants, convertible securities, stock appreciation rights or similar rights with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares or other securities of the Corporation or with a value derived in whole or in part from the value of any class or series of shares or other securities of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of shares or other securities of the Corporation (each, a "Derivative Security"), which are, directly or indirectly, beneficially owned by such stockholder and beneficial owner, (C) a description of any other direct or indirect opportunity to profit or share in any profit (including any performance-based fees) derived from any increase or decrease in the value of shares or other securities of the Corporation, (D) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or beneficial owner has a right to vote any shares or other securities of the Corporation, (E) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder or such beneficial owner that are separated or separable from the underlying shares of the Corporation, (F) any proportionate interest in shares of the Corporation or Derivative Securities held, directly

or indirectly, by a general or limited partnership in which such stockholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, if any, and (G) a description of all agreements, arrangements and understandings between such stockholder or beneficial owner and any other person(s) (including their name(s)) in connection with or related to the ownership or voting of capital stock of the Corporation or Derivative Securities;

- (iii) as to each person whom the stockholder proposes to nominate for election or reelection to the Board of Directors, (A) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules and regulations promulgated thereunder (including such person’s written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (B) a description of all direct and indirect compensation and other material agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, or any affiliate or associate thereof or person acting in concert therewith, were the “registrant” for purposes of such rule and the nominee were a director or executive officer of such registrant, and (C) a completed and signed questionnaire, representation and agreement required by Section 13(d) of this Article II;
- (iv) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, (A) a statement as to whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation’s voting shares required under applicable law to elect such stockholder’s nominees and/or otherwise to solicit proxies from stockholders in support of such nomination, and (B) any other information relating to such stockholder or beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made

in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and

- (v) a representation that the stockholder is a holder of record of shares of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such nomination.

(d) Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 13(b) of this Article II) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein and (iii) would be in compliance, and if elected as a director of the Corporation will comply, with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(e) Additional Information. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve either as a director of the Corporation or as an independent director of the Corporation, or that could be material to a reasonable stockholder's understanding of the qualifications and/or independence, or lack thereof, of such nominee.

#### SECTION 14. Advance Notice of Stockholder Business.

(a) Bringing Business Before a Meeting. Only such business shall be conducted before a meeting of stockholders as shall have been properly brought before such meeting. To be properly brought before a meeting of stockholders, business (other than the nomination of directors) must be:

- (i) expressly specified in the notice of meeting (or any supplement or amendment thereto) given by or at the direction of the Board of Directors;
- (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors; or
- (iii) otherwise properly brought before the meeting by any stockholder of the Corporation who (A) is a stockholder of record at the time of giving of notice provided for in Section 14(b) of this Article II, on the record date for the meeting and at the time of the meeting, (B) is entitled to vote at the meeting and (C) complies with the notice procedures set forth in Section 14(b) of this Article II as to such business.

(b) Timely Notice of Business. For any business to be properly brought before a meeting by a stockholder pursuant to Section 14(a)(iii) of this Article II, the stockholder must, in addition to any other applicable requirements, have given timely notice thereof in writing to the Secretary and any such proposed business must be a proper matter for stockholder action. To be timely, a stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation by the close of business:

- (i) in the case of an annual meeting, by the deadline set forth in Section 13(b)(i) of this Article II; and
- (ii) in the case of a special meeting, by the deadline set forth in Section 13(b)(ii) of this Article II.

In no event shall any adjournment or postponement of a meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) Proper Form of Notice of Business. To be in proper form, a stockholder's notice to the Secretary given pursuant to Section 14(a)(iii) of this Article II must set forth, as to each matter such stockholder proposes to bring before any meeting of stockholders:

- (i) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made, the information called for by Section 13(c)(i) and Section 13(c)(ii) of this Article II;
- (ii) a brief description of (A) the business desired to be brought before such meeting, (B) the reasons for conducting such business at the meeting and (C) any material interest of such stockholder or beneficial owner in such business, including a description of all agreements, arrangements and understandings between such stockholder or beneficial owner and any other person(s) (including

the name(s) of such other person(s)) in connection with or related to the proposal of such business by the stockholder;

- (iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, (A) a statement as to whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to approve the proposal and/or otherwise to solicit proxies from stockholders in support of such proposal and (B) any other information relating to such stockholder or beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;
- (iv) if the matter such stockholder proposes to bring before any meeting of stockholders involves an amendment to the Corporation's By-Laws, the specific wording of such proposed amendment; and
- (v) a representation that the stockholder is a holder of record of shares of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business.

#### SECTION 15. Advance Notice Generally.

(a) Authority of Chairman. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By-Laws, the chairman of the meeting shall have the power and duty to determine whether any nomination or other business proposed to be brought before the meeting was made or brought in accordance with the procedures set forth in these By-Laws and, if any nomination or other business is not made or brought in compliance with these By-Laws, to declare that such nomination or proposal of other business be disregarded and not acted upon.

(b) Compliance with Exchange Act. Notwithstanding the foregoing provisions of these By-Laws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in these By-Laws; provided, however, that any references in these By-Laws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to any nomination or other business to be considered pursuant to Section 13(a)(iii) or Section 14(a)(iii) of this Article II.

(c) Effect on Other Rights. Nothing in these By-Laws shall be deemed to affect any rights (1) of stockholders to request inclusion of proposals in the Corporation's proxy

statement pursuant to Rule 14a-8 under the Exchange Act or (2) of the holders of any series of preferred stock of the Corporation if and to the extent provided for under applicable law, the Certificate of Incorporation or these By-Laws.

(d) Exclusivity. For the avoidance of doubt, (i) Section 13(a)(iii) of this Article II shall be the exclusive means for a stockholder to nominate persons for election as directors of the Corporation and (ii) Section 14(a)(iii) of this Article II shall be the exclusive means for a stockholder to submit business (other than (A) matters properly brought under Rule 14a-8 under the Exchange Act and included in the Corporation's notice of meeting and (B) nominations of persons for election to the Board of Directors, which shall be governed by Section 13(a)(iii) of this Article II) for consideration by the stockholders at a meeting of stockholders of the Corporation.

(e) Certain Definitions. For purposes of this Article II, "beneficially owned" (and phrases of similar import), when referring to shares owned by a person, shall mean all shares which such person is deemed to beneficially own pursuant to Rules 13d-3 and 13d-5 under the Exchange Act and the rules and regulations promulgated thereunder, including shares which are beneficially owned, directly or indirectly, by any other person with which such person has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of the capital stock of the Corporation. "Publicly announced" and "public announcement" shall mean disclosure by the Corporation in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

### **ARTICLE III BOARD OF DIRECTORS**

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 2. Place of Meetings. Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

SECTION 3. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 6 of this Article III.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall

have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President or Chief Executive Officer.

SECTION 6. Notice of Meetings. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 6, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

SECTION 8. Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the Chief Executive Officer (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof

SECTION 9. Resignations. Any director of the Corporation may resign at any time by giving notice of his resignation in writing or by electronic transmission to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time

when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 10. Newly-Created Directorships and Vacancies. Subject to the rights of the holders of any series of preferred stock then outstanding, newly created directorships resulting from any increase in the number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or any other cause shall, unless otherwise provided by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, even if less than a quorum is then in office, or by the sole remaining director, and shall not be filled by stockholders. Directors elected to fill a newly created directorship or other vacancies shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor has been elected and has qualified.

SECTION 11. Removal of Directors. The directors or any director may be removed from office only for cause at a meeting called for that purpose by the affirmative vote of the holders of at least a majority of the voting power of all issued and outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

SECTION 12. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 13. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Except to the extent restricted by statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

SECTION 14. Conduct of Business. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; a majority of the members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by

any committee without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 15. Action by Consent. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 16. Telephonic Meeting. Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

## **ARTICLE IV OFFICERS**

SECTION 1. Number and Qualifications. The officers of the Corporation shall be elected by the Board of Directors and may include a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, one or more Senior or Executive Vice-Presidents, a Secretary and such other officers as may be determined by the Board of Directors. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board (who must be a director) and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, and no officer except the Chairman of the Board need be a director. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws.

SECTION 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

SECTION 3. Removal. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

SECTION 4. Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at each meeting of the Board of Directors or the stockholders. He shall advise and counsel with the Chief Executive Officer, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 5. The Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation. Subject to the provisions of these By-Laws and to the direction of the Board of Directors, he or she shall have the responsibility for the general management and control of the business and affairs of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him or her by the Board of Directors. He or she shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation. He shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders.

SECTION 6. Vice-President. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer. At the request of the Chief Executive Officer or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

SECTION 7. Chief Financial Officer. The Chief Financial Officer shall have the responsibility for maintaining the financial records of the Corporation. He or she shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Chief Financial Officer shall also perform such other duties as the Board of Directors may from time to time prescribe.

SECTION 8. Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He or she shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

SECTION 9. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

## **ARTICLE V**

### **STOCK CERTIFICATES AND THEIR TRANSFER**

SECTION 1. Stock Certificates. Unless the Corporation in its sole discretion determines (as approved by the Board of Directors) that stock of the Corporation will not be certificated, every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board, Chief Executive Officer or a Vice-President and by the Chief Financial Officer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Facsimile Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 3. Lost Certificates. If stock of the Corporation is certificated, upon receipt of evidence reasonably satisfactory to the Corporation (it being understood that an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft or destruction of any certificate evidencing shares of its capital stock, the Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate. Upon the issuance of a new certificate(s) to replace a lost, stolen or destroyed certificate, the rights of the holder of the new certificate(s) with respect to the shares of capital stock represented thereby shall not be impacted by the act that a new certificate(s) has been issued.

SECTION 4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares (or, if the stock of the Corporation is not certificated, delivery to the Corporation or the transfer agent of the Corporation of a notice of assignment) duly endorsed and accompanied by proper evidence of succession, assignment or

authority to transfer, it shall be the duty of the Corporation to issue a new certificate (or make a book entry in the stock ledger of the Corporation, as the case may be) to the person entitled thereto, cancel the old certificate and record the transaction upon its records; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

SECTION 5. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

SECTION 6. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer, conversion and registration of certificates for shares of stock of the Corporation.

SECTION 7. Fixing the Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 8. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## **ARTICLE VI**

### **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

SECTION 1. General. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (a "Proceeding") by reason of the fact that such person (an "Indemnitee") is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, excise taxes assessed on the Indemnitee with respect to any employee benefit plan and amounts paid in settlement actually and reasonably incurred by such Indemnitee in connection with such Proceeding (collectively, "Losses") if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person (also an "Indemnitee") is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against Losses actually and reasonably incurred by such Indemnitee in connection with the defense or settlement of such Proceeding if such Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such Indemnitee shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 3. Indemnification in Certain Cases. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Sections 1 or 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Procedure. Any indemnification under Sections 1 or 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the

circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders. The entitlement of the Indemnitee to indemnification shall be determined with respect to any person who is not a director or officer at the time of such determination by any means reasonably determined by the Corporation.

SECTION 5. Advances for Expenses. Expenses incurred in defending a Proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that such Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article VI. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

SECTION 6. Rights Not-Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

SECTION 7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

SECTION 8. Definition of Corporation. For the purposes of this Article VI, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

SECTION 9. Additional Definitions. For the purpose of this Article VI, references to "other enterprises" include employee benefit plans, references to "fines" include any excise taxes assessed on a person with respect to any employee benefit plan, and references to "serving at the request of the Corporation" include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director,

officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

SECTION 10. Survival of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. No amendment, alteration, rescission or replacement of these By-Laws or any provision hereof shall be effective as to such person with respect to any action taken or omitted by such person in his position with the Corporation or any other entity which such person is or was serving at the request of the Corporation prior to such amendment, alteration, rescission or replacement.

SECTION 11. Savings Clause. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each person entitled to indemnification under the first paragraph of this Article VI as to all losses actually and reasonably incurred or suffered by such person and for which indemnification is available to such person pursuant to this Article VI to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

## **ARTICLE VII GENERAL PROVISIONS**

SECTION 1. Dividends. Subject to the provisions of statute and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

SECTION 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

SECTION 3. Fiscal Year. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

SECTION 4. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be

designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

SECTION 5. Execution of Contracts, Deeds, Etc. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 6. Voting of Stock in Other Corporations. The Chairman of the Board, or the Chief Executive Officer or any Vice President or any other office authorized by the Board of Directors, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, such officers may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. Such officers may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the circumstances.

SECTION 7. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these By-Laws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

SECTION 8. Reliance upon Books, Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

SECTION 9. Time Periods. In applying any provision of these By-Laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

SECTION 10. Inconsistent Provisions. In the event that any provision of these By-Laws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Warrant Agreement, dated as of [●], between the Corporation and [Warrant Agent] (as amended, modified or otherwise restated from time to time, the "Warrant Agreement"), the Delaware General Corporation Law, the Communications Act of 1934, as amended, or any other applicable

law, such provision of these By-Laws shall not be given any effect to the extent of such inconsistency, but shall otherwise be given full force and effect.

## **ARTICLE VIII AMENDMENTS**

These By-Laws may be amended or repealed or new by-laws adopted (a) by action of the stockholders entitled to vote thereon at any annual or special meeting of stockholders or (b) if the Certificate of Incorporation so provides, by action of the Board of Directors at a regular or special meeting thereof; provided, that these By-Laws may only be amended or repealed or new by-laws adopted to the extent that such amendments or newly adopted by-laws are consistent with the Warrant Agreement. Any by-law made by the Board of Directors may be amended or repealed by action of the stockholders at any annual or special meeting of stockholders.

**Exhibit D**

**Radio License Holding CBC, LLC Agreement**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
RADIO LICENSE HOLDING CBC, LLC**

This Limited Liability Company Agreement (this “Agreement”) of Radio License Holding CBC, LLC (the “Company”) is entered into by Citadel Broadcasting Company, a Nevada corporation (the “Member”), as of \_\_\_\_\_, 2010.

WHEREAS, the Member formed the Company on April 21, 2010 pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §§18-101, et seq.), as amended from time to time (the “Act”).

NOW, THEREFORE, in consideration of the mutual covenants, warranties, agreements, and provisions set forth herein:

1.     Name. The name of the Company is Radio License Holding CBC, LLC. The Company shall conduct business under its legal name or such other name(s) as the Member shall designate.

2.     Certificates. Laura-Jayne Urso, as an authorized person within the meaning of the Act, did execute, deliver and file the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon such filing of the Certificate of Formation, her powers as an authorized person ceased. Henceforth, the Member shall be designated as an authorized person within the meaning of the Act. The Member or an Officer of the Company shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3.     Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4.     Term. The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 22 of this Agreement and a certificate of cancellation is filed in accordance with the Act.

5.     Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

a.     acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or appropriate for the accomplishment of the purpose of the Company;

b.     act as a trustee, executor, nominee, bailee, director, officer, agent or in any other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or appropriate for the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge of or creation of liens upon the assets of the Company;

f. invest any funds in the possession of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary, convenient or appropriate for, or in connection with, the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into or form partnerships, limited liability companies, trusts, associations, corporations or other ventures alone or together with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or appropriate for the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

6. Principal Business Office. The principal business office of the Company shall be located at 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, NV 89128, or at such other location as may hereafter be determined by the Member.

7. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

8. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

9. Member. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

10. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated directly for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

11. Admission. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member's address and percentage interest in the Company is set forth on Schedule A attached hereto.

12. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company as the Member determines is appropriate.

13. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

14. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

15. Board of Directors.

a. Establishment. There is hereby established a Board of Directors (the "Board of Directors") comprised of natural Persons (the "Directors") having the authority and duties set forth in this Agreement and the Act. For all business that is put to the vote of the Board of Directors, each Director shall be entitled to one vote. Any decisions to be made by the Board of Directors shall require the approval of a majority of the Board of Directors. Except as provided in the immediately preceding sentence, no Director acting alone, or with any other Director or Directors, shall have the power to act for or on behalf of, or to bind the Company in his or her capacity as a Director. Each Director shall be a "manager" (as that term is defined in the Act) of the Company, but, notwithstanding the foregoing, no Director shall have any rights or powers beyond the rights and powers granted to such Director in this Agreement. Directors need not be residents of the State of Delaware.

b. Powers. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. All actions outside of the ordinary course of business of the Company, to be taken by or on behalf of the Company, shall require the approval of the Board of Directors. Directors shall have the duties, powers and rights of

Directors under Delaware law applicable to directors of corporations organized under the Delaware General Corporation Law.

c. Number of Directors; Term of Office. The authorized number of Directors shall, as of the date hereof, be two (2) Directors and hereafter the authorized number of Directors may be increased or decreased by the Member. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected by vote of the Member and shall hold office until their respective successors are elected or until their earlier death, resignation or removal. The initial Directors are listed on Schedule B attached hereto and such persons shall hold office as a Director until his respective successor is elected or until his earlier death, resignation or removal.

d. Removal. The Member may remove, with or without cause, any Director and fill the vacancy. Vacancies caused by any such removal by the Member and not filled by the Member at a meeting at which such removal shall have been made or pursuant to the applicable written consent of the Member, may be filled by a majority of the Board of Directors, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected or until his earlier death, resignation or removal.

e. Resignation. A Director may resign at any time by giving written notice to that effect to the Company. Any such resignation shall take effect at the time of the receipt of that notice or any later effective time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any vacancy caused by any such resignation or by the death of any Director or any vacancy for any other reason (including due to the authorization by the Board of Directors of an increase in the authorized number of Directors) and not filled by the Member may be filled by a majority of the Board of Directors, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected or until his earlier death, resignation or removal.

f. Meetings of the Board of Directors. The Board of Directors shall meet at such time and at such place (either within or without the State of Delaware) as the Board of Directors may designate. Meetings of the Board of Directors shall be held on at least three (3) Business Days' (if the meeting is to be held in person) or eight hours (if the meeting is to be held by telephone communications) prior written notice to the Directors, or upon such shorter notice as may be approved by all of the Directors. Any Director may waive such notice as to himself. A record shall be maintained by the Secretary of the Company of each meeting of the Board of Directors.

g. Conduct of Meetings. Any meeting of the Directors may be held, and any Director may attend and vote and be present at a meeting, in person (including by proxy given to another Director) or telephonically.

h. Quorum. The presence (in person, telephonically, by proxy or by operation of this Section 15(h)) of a majority of the Board of Directors shall constitute a quorum of the Board of Directors for purposes of conducting business. At all times when the Board of Directors is conducting business at a meeting of the Board of Directors, a quorum of the Board

of Directors must be present at such meeting. If a quorum shall not be present at any meeting of the Board of Directors, then Directors having a majority of the votes of the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

i. Attendance and Waiver of Notice. Attendance by a Director at any meeting (in person, telephonically or by proxy) shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

j. Actions Without a Meeting. Notwithstanding any provision contained in this Agreement, any action of the Board of Directors may be taken by written consent without a meeting. Any such action taken by the Board of Directors without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by a majority of the Board of Directors.

k. Compensation of the Directors. Directors, as such, shall not receive any stated salary for their services, but shall receive such reasonable compensation for their services as may be from time to time agreed upon by the Member or by a majority of the Board of Directors. In addition, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors, provided, that nothing contained in this Agreement shall be construed to preclude any Director from serving the Company or any of its Subsidiaries in any other capacity and receiving reasonable compensation for such service.

16. Officers. The Board of Directors may, from time to time as it deems advisable, appoint officers of the company (each an “Officer”) and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Board of Directors deems otherwise, the assignment of such title shall constitute the delegation to such person the authorities and duties that are normally associated with that office as commonly used for officers of a business corporation formed under the Delaware General Corporation Law. Any delegation or appointment pursuant to this Section 16 may be revoked at any time by the Board of Directors or the Members. The initial Officers are listed on Schedule C attached hereto.

17. Execution of Contracts and Other Documents. Each Officer of the Company may execute and/or deliver, in the name and on behalf of the Company, agreements, powers of attorney, evidences of indebtedness, conveyances, or any other document or instrument which is authorized by the Board of Directors or is required in the ordinary course of business.

18. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

19. Exculpation and Indemnification. No Member, Director or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director or Officer by this Agreement, except that a Member, Director or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's, Director's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member, Director or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Director or Officer by reason of any act or omission performed or omitted by such Member, Director or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director or Officer by this Agreement, except that no Member, Director or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member, Director or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 19 shall be provided out of and to the extent of Company assets only, and no Member, Director or Officer shall have personal liability on account thereof.

20. Assignments. The Member may assign in whole or in part its limited liability company interest. If the Member transfers all of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

21. Admission of Additional Members. Additional members of the Company may be admitted to the Company with the written consent of the Members, but such admission shall not become effective until this Agreement is amended to reflect the newly admitted member's rights hereunder.

22. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless, in any such case, the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company

in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

27. Certificate(s) of Membership Interests. All membership interests in the Company shall be represented by certificate(s) issued by the Company, shall be deemed “securities” within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code (“Article 8”) and shall be governed by Article 8.

28. Non-Voting Equity Securities. Subject to further amendments to this Agreement, the Company shall not issue any class of non-voting equity securities unless and solely to the extent permitted by Section 1123(a)(6) of Title 11 of the United States Code.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

CITADEL BROADCASTING COMPANY

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

Schedule A

MEMBER:

<u>Name</u>	<u>Mailing Address</u>	<u>Percentage Interest</u>
CITADEL BROADCASTING COMPANY	7201 W. Lake Mead Blvd. Suite 400 Las Vegas, NV 89128	100%

Schedule B

BOARD OF DIRECTORS

Farid Suleman

Randy L. Taylor

Schedule C

OFFICERS

<u>Name</u>	<u>Title</u>
Farid Suleman	President and Chief Executive Officer
Judith A. Ellis	Executive Vice President
Randy L. Taylor	Senior Vice President and Chief Financial Officer
Jacquelyn J. Orr	Vice President, General Counsel and Secretary
Patricia Stratford	Senior Vice President - Finance and Administration and Assistant Secretary

**Exhibit E**

**New Term Loan**

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CREDIT AGREEMENT

among

[CITADEL BROADCASTING COMPANY]<sup>1</sup>,

CERTAIN LENDERS,

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

Dated as of [•], 2010

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<sup>1</sup> Subject to finalization of appropriate tax structure

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	1
1.1 Defined Terms .....	1
1.2 Other Definitional Provisions .....	21
SECTION 2. AMOUNT AND TERMS OF LOANS.....	22
2.1 Loans Deemed Made on the Closing Date .....	22
2.2 Repayment of Loans. ....	22
SECTION 3. TERMS OF LETTERS OF CREDIT .....	23
3.1 Letters of Credit .....	23
3.2 Participating Interests.....	23
3.3 Payment in Respect of Letters of Credit .....	23
SECTION 4. GENERAL PROVISIONS APPLICABLE TO LOANS AND LETTERS OF CREDIT .....	24
4.1 Repayment of Loans; Evidence of Debt .....	24
4.2 Conversion Options .....	25
4.3 Optional Prepayments.....	25
4.4 Mandatory Prepayments .....	26
4.5 Interest Rates and Payment Dates .....	27
4.6 Computation of Interest and Fees .....	27
4.7 Certain Fees .....	28
4.8 Letter of Credit Fees .....	28
4.9 Letter of Credit Reserves .....	28
4.10 Further Assurances.....	29
4.11 Obligations Absolute .....	29
4.12 Assignments.....	30
4.13 Participations.....	30
4.14 Inability to Determine Interest Rate for Eurodollar Loans .....	30
4.15 Pro Rata Treatment and Payments.....	31
4.16 Illegality .....	31
4.17 Requirements of Law .....	32
4.18 Indemnity .....	33
4.19 Taxes .....	34
SECTION 5. REPRESENTATIONS AND WARRANTIES.....	36
5.1 Financial Condition.....	36
5.2 Corporate Existence; Compliance with Law .....	37
5.3 Corporate Power; Authorization .....	37
5.4 Enforceable Obligations.....	37
5.5 No Legal Bar.....	38

5.6	No Material Litigation .....	38
5.7	Investment Company Act .....	38
5.8	Federal Regulation .....	38
5.9	No Default.....	38
5.10	Taxes .....	39
5.11	Subsidiaries .....	39
5.12	Ownership of Property; Liens.....	39
5.13	Intellectual Property.....	39
5.14	Labor Matters.....	39
5.15	ERISA.....	40
5.16	Environmental Matters.....	40
5.17	Disclosure .....	40
5.18	Security Documents .....	41
5.19	Solvency.....	41
SECTION 6. CONDITIONS PRECEDENT .....		41
SECTION 7. AFFIRMATIVE COVENANTS .....		44
7.1	Financial Statements .....	44
7.2	Certificates; Other Information.....	45
7.3	Payment of Obligations.....	46
7.4	Conduct of Business; Maintenance of Existence; Compliance .....	47
7.5	Maintenance of Property; Insurance .....	47
7.6	Inspection of Property; Books and Records; Discussions .....	47
7.7	Notices .....	47
7.8	Environmental Laws .....	48
7.9	Interest Rate Protection.....	49
7.10	Additional Subsidiary Guarantors; Pledge of Stock of Additional Subsidiaries; Additional Collateral, etc. ....	49
7.11	Broadcast License Subsidiaries.....	50
7.12	Account Control Agreements .....	50
SECTION 8. NEGATIVE COVENANTS.....		50
8.1	Financial Condition Covenants.....	50
8.2	Indebtedness.....	52
8.3	Limitation on Liens.....	53
8.4	Limitation on Contingent Obligations .....	54
8.5	Prohibition of Fundamental Changes.....	54
8.6	Prohibition on Sale of Assets.....	55
8.7	Limitation on Investments, Loans and Advances.....	57
8.8	Limitation on Dividends .....	59
8.9	Capital Expenditures .....	60
8.10	Transactions with Affiliates.....	60
8.11	Derivative Contracts .....	60
8.12	Limitation on Sales and Leasebacks .....	61
8.13	Fiscal Year .....	61

8.14	Negative Pledge Clauses.....	61
8.15	Clauses Restricting Subsidiary Distributions.....	61
8.16	Management of Stations .....	62
8.17	Programming; Advertisements; FCC Licenses.....	62
SECTION 9. EVENTS OF DEFAULT.....		63
SECTION 10. THE ADMINISTRATIVE AGENT AND THE ISSUING LENDER.....		65
10.1	Appointment .....	65
10.2	Delegation of Duties .....	66
10.3	Exculpatory Provisions .....	66
10.4	Reliance by the Administrative Agent.....	66
10.5	Notice of Default.....	66
10.6	Non-Reliance on Administrative Agent and Other Lenders.....	67
10.7	Indemnification .....	67
10.8	Administrative Agent in its Individual Capacity .....	68
10.9	Successor Administrative Agent.....	68
10.10	Issuing Lender as Issuer of Letters of Credit.....	68
SECTION 11. MISCELLANEOUS .....		68
11.1	Amendments and Waivers .....	68
11.2	Notices. ....	69
11.3	No Waiver; Cumulative Remedies .....	70
11.4	Survival of Representations and Warranties.....	71
11.5	Payment of Expenses and Taxes.....	71
11.6	Successors and Assigns; Participations; Purchasing Lenders.....	72
11.7	Adjustments; Set-off .....	75
11.8	Counterparts.....	76
11.9	Integration .....	76
11.10	GOVERNING LAW; NO THIRD PARTY RIGHTS .....	76
11.11	SUBMISSION TO JURISDICTION; WAIVERS .....	76
11.12	Acknowledgements.....	77
11.13	Releases of Guarantees and Liens.....	77
11.14	Confidentiality .....	78
11.15	USA PATRIOT Act.....	79
11.16	No Requirement of Lender Signatures .....	79

## SCHEDULES:

Schedule 1.1(A)	Restructuring / Reorganization Charges
Schedule 2.1	Loans Deemed Made on the Closing Date
Schedule 3.1	Letters of Credit
Schedule 5.6	Litigation
Schedule 5.9	No Default
Schedule 5.11(A)	Domestic Subsidiaries
Schedule 5.11(B)	Foreign Subsidiaries
Schedule 5.18	Financing Statements and Other Filings
Schedule 8.2	Existing Indebtedness
Schedule 8.3	Existing Liens
Schedule 8.4	Existing Contingent Obligations
Schedule 8.7	Existing Investments, Loans and Advances
Schedule 8.10	Transactions with Affiliates
Schedule 8.16	Stations in Trust / Owned Stations Under LMA Agreements
Schedule 11.16	Lender Parties

## EXHIBITS:

Exhibit A	Form of Guarantee and Collateral Agreement
Exhibit B-1	Form of Company Closing Certificate
Exhibit B-2	Form of Subsidiary Guarantor Closing Certificate
Exhibit C	Form of L/C Participation Certificate
Exhibit D	Form of Assignment and Assumption
Exhibit E	Form of Exemption Certificate

CREDIT AGREEMENT, dated as of [•], 2010, among [CITADEL BROADCASTING COMPANY], a Delaware corporation (the “Company”), which is reorganized pursuant to the Reorganization Plan referred to below, the several banks and other financial institutions or entities from time to time parties hereto (consisting initially of holders of the Class 3 Claims referred to below, the “Lenders”) and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

WHEREAS, on December 20, 2009 (the “Petition Date”), the Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court and continued in the possession of their property and in the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS on [•], 2010, the Bankruptcy Court entered the Confirmation Order confirming the Reorganization Plan.

WHEREAS, in connection with the confirmation and implementation of the Reorganization Plan, and in partial satisfaction of the Class 3 Claims, the holders of the Class 3 Claims shall automatically become parties to this Agreement on the Reorganization Effective Date.

NOW, THEREFORE, the parties hereto hereby agree as follows:

#### SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms defined in the preamble or recitals hereto shall have the meanings set forth therein, and the following terms shall have the following meanings:

“ABR”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Eurodollar Rate for a Eurodollar Loan with a one-month interest period commencing on such day plus 1.0%. For purposes hereof: “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMCB in connection with extensions of credit to debtors); and “Federal Funds Effective Rate” shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate, for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms hereof, the ABR shall be determined without regard to clause (b) of the first

sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. For purposes of this definition, the Eurodollar Rate shall be determined using the Eurodollar Rate as otherwise determined by the Administrative Agent in accordance with the definition of Eurodollar Rate, except that (x) if a given day is a Business Day, such determination shall be made on such day (rather than two Business Days prior to the commencement of an Interest Period) or (y) if a given day is not a Business Day, the Eurodollar Rate for such day shall be the rate determined by the Administrative Agent pursuant to preceding clause (x) for the most recent Business Day preceding such day. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively. Notwithstanding the foregoing, for purposes of this Agreement, ABR shall in no event be less than 4.0%.

“ABR Loans”: Loans whose interest rate is based on the ABR.

“Administrative Agent”: as defined in the preamble hereto.

“Affiliate”: of any Person (a) any Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, “control” of a Person shall mean the power, direct or indirect, either to (x) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person, or (y) direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement”: this Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“Applicable Margin”: (a) 8.00% per annum in the case of any Eurodollar Loan and (b) 7.00% per annum in the case of any ABR Loan.

“ASC”: the FASB Accounting Standards Codification.

“Asset Sale”: any sale, sale-leaseback, assignment, conveyance, transfer or other disposition by the Company or any Subsidiary thereof of any of its property or assets, including the stock of any Subsidiary of the Company (except sales, sale-leasebacks, assignments, conveyances, transfers and other dispositions permitted by subsection 8.6 (other than clauses (e) and (f) thereof) and by subsection 8.12).

“Assignee”: as defined in subsection 11.6(c).

“Assignment and Assumption”: an Assignment and Assumption substantially in the form of Exhibit D hereto.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended from time to time, and any successor statute.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Benefited Lender”: as defined in subsection 11.7 hereof.

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Broadcast License Subsidiary”: a Subsidiary of the Company that (x) owns no material assets other than FCC Licenses and related rights and (y) has no material liabilities other than (i) liabilities arising under the Credit Documents, (ii) trade payables incurred in the ordinary course of business and (iii) tax liabilities, other governmental charges and other liabilities incidental to ownership of such rights.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

“Capital Expenditures”: for any period, all amounts (other than those arising from the acquisition or lease of businesses and assets which are permitted by subsection 8.7) which are set forth on the consolidated statement of cash flows of the Company for such period as “capital expenditures” in accordance with GAAP.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Equivalents”: (i) securities issued or directly and fully guaranteed or insured by the United States Government or any agency or instrumentality thereof having maturities of not more than thirteen months from the date of acquisition, (ii) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers’ acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any Lender or with any domestic commercial bank having capital and surplus in excess of \$300,000,000, (iii) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (i) and (ii) entered into with any financial institution meeting the qualifications specified in clause (ii) above, and (iv) commercial paper issued by any Lender, the parent corporation of any Lender or any Subsidiary of such Lender’s parent corporation, and commercial paper rated A-1 or the equivalent thereof by Standard & Poor’s Rating Group

or P-1 or the equivalent thereof by Moody's Investors Service, Inc. and in each case maturing within six months after the date of acquisition thereof.

"Change in Control": (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof), of more than 35% of any class of capital stock of the Company; or (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company nor (ii) appointed by directors so nominated.

"Change in Law": with respect to any Lender, the adoption of any law, rule, regulation, policy, guideline or directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any Governmental Authority, including, without limitation, the issuance of any final rule, regulation or guideline by any regulatory agency having jurisdiction over such Lender or, in the case of subsection 4.9(b) or 4.17(b), any corporation controlling such Lender.

"Class 3 Claims": has the meaning assigned to such term in the Reorganization Plan.

"Closing Date": the date on which each of the conditions precedent to the effectiveness of this Agreement contained in Section 6 has been either satisfied or waived, in accordance with the terms and provisions of Section 6, and the Loans are deemed made.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Credit Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Commercial L/C": a commercial documentary Letter of Credit under which the relevant Issuing Lender agrees to make payments in Dollars for the account of the Company, on behalf of the Company or any Subsidiary thereof, in respect of obligations of the Company or any Subsidiary thereof in connection with the purchase of goods or services in the ordinary course of business.

"Company": as defined in the preamble hereto.

"Confirmation Order" means that certain order confirming the Reorganization Plan pursuant to applicable sections of the Bankruptcy Code entered by the Bankruptcy Court on [•], 2010.

"Consolidated Current Assets": at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Company and its Subsidiaries at such date.

“Consolidated Current Liabilities”: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of the Company and its Subsidiaries at such date, but excluding the current portion of any Funded Debt of the Company and its Subsidiaries.

“Consolidated EBITDA”: for any period of the Company and its Subsidiaries, the consolidated net income ((i) including net income and losses from discontinued operations, (ii) excluding all income tax expense or benefit to the extent that the effect of such item has entered into the determination of consolidated net income whether based on income, profits or capital, including federal, foreign state, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period, including any penalties and interest relating to any tax examinations, (iii) excluding extraordinary items, as well as unusual gains, losses and charges and gains and losses arising from the proposed or actual disposition of material assets (what constitutes material assets to be reasonably determined by the Company in good faith) whether such losses or gains are classified as discontinued operations, continuing operations or extraordinary items, (iv) excluding minority interest and (v) excluding to the extent reflected in the statement of consolidated net income for such period, the sum of (a) interest expense (net of interest income), including costs recognized from interest rate hedges, amortization and write offs of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Letters of Credit, (b) depreciation and amortization expenses whether such expenses are classified as discontinued operations or continuing operations including acceleration thereof and including the amortization of the increase in inventory, if any, resulting from the application of ASC 805, “Business Combinations” for transactions contemplated by this Agreement (including Permitted Acquisitions), (c) any impairment expense or write-off with respect to goodwill, other intangible assets, long-lived asset, joint ventures, assets held for sale, variable interest entities resulting from the application of ASC 810, “Consolidation,” and investment in debt and equity securities pursuant to GAAP, (d) compensation expenses arising from the sale of stock, the granting of stock options, restricted stock, restricted stock units, dividends on unvested shares, the granting of stock appreciation rights, termination of stock based rewards in connection with the Plan and similar stock based arrangements, (e) the excess of the expense in respect of post-retirement benefits and post-employment benefits accrued under ASC 715, “Compensation—Retirement Benefits” and ASC 712, “Compensation—Nonretirement Postemployment Benefits” over the cash expense in respect of such post-retirement benefits and post-employment benefits, (f) all non-cash gains or losses incurred in connection with the disposition of assets, (g) all costs relating to hedging arrangements or the unwinding of hedging arrangements, (h) other non-cash expenses or charges, including asset retirement obligations, (i) non-recurring expenses recognized for restructuring costs in a cash amount not to exceed \$35,000,000 in the aggregate during the term of this Agreement, including but not limited to severance costs, relocation costs, integration and facilities costs, signing costs, retention or completion bonuses and transition costs, (j) restructuring or reorganization charges or reserves relating to the transactions contemplated by the Reorganization Plan as described on Schedule 1.1(A), to the extent deducted in computing consolidated net income, (k) to the extent covered by insurance under which the insurer has been properly notified and has not denied or

contested coverage, expenses with respect to liability or casualty events or business interruption, (l) all transactional costs and any fees or expenses incurred or paid by the Company or any of its Subsidiaries in connection with the Financing Transactions, this Agreement and the other Credit Documents, (m) any non-cash impact attributable to the adoption of fresh start accounting in connection with the transactions under the Reorganization Plan, in accordance with GAAP, and (n) any charges, expenses and write-offs deducted in calculating consolidated net income for such period for purchase accounting adjustments, provided that Consolidated EBITDA for any such period shall exclude the cumulative effect of changes in GAAP or accounting principle(s) subsequent to the date hereof.

The financial results of joint ventures and variable interest entities shall be excluded in calculating “Consolidated EBITDA” except that Consolidated EBITDA for any period shall be increased by the amount of cash dividends paid by such joint ventures and variable interest entities to the Company or any of its wholly-owned Subsidiaries.

For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a “Measurement Period”) pursuant to any determination (i) if at any time during such Measurement Period, the Company or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Measurement Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Measurement Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Measurement Period and (ii) if during such Measurement Period, the Company or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Measurement Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Measurement Period. As used in this Agreement, “Material Acquisition” means the acquisition of any separate asset, business or lines of business for a purchase price (or in the case of a Permitted Asset Swap, the value of the assets subject to such Permitted Asset Swap) in excess of \$25,000,000; and “Material Disposition” means any sale or other disposition of property or series of related sales or dispositions of property that yields gross proceeds to the Company or any of its Subsidiaries in excess of \$25,000,000. Calculations of Consolidated EBITDA shall take into account any identifiable cost savings from Material Acquisitions and Material Dispositions documented to the reasonable satisfaction of the Administrative Agent.

“Consolidated Interest Coverage Ratio”: for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period.

“Consolidated Interest Expense”: for any period, total cash interest expense (including that attributable to Capital Lease Obligations), net of cash interest income of the Company and its Subsidiaries for such period with respect to all outstanding Indebtedness of the Company and its Subsidiaries (including all cash commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net cash costs under Swap Agreements in respect of interest

rates to the extent such net cash costs are allocable to such period in accordance with GAAP) but excluding changes in the fair value of such Swap Agreements in accordance with GAAP); provided that for any periods ending prior to the Closing Date the Consolidated Interest Expense shall be calculated based on \$762,500,000 of Indebtedness accruing interest at 11% per annum.

“Consolidated Total Indebtedness”: as of any date of determination, all Indebtedness of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

“Consolidated Total Leverage Ratio”: for any period of four consecutive fiscal quarters, as of the end of such period the ratio of (a) Consolidated Total Indebtedness (provided that Indebtedness under clause (b) of the definition of Indebtedness shall only be included to the extent of any unreimbursed drawings under any letter of credit) as of the end of such period to (b) Consolidated EBITDA for such period, provided that the Consolidated Total Leverage Ratio for any period of four consecutive fiscal quarters shall be calculated giving pro forma effect to any Indebtedness incurred or repaid in connection with a Material Acquisition or Material Disposition occurring during the relevant Measurement Period as if such Indebtedness had been incurred or repaid on the first day of such period.

“Consolidated Working Capital”: at any date, the excess of Consolidated Current Assets on such date minus Consolidated Current Liabilities on such date.

“Contingent Obligation”: as to any Person, any obligation of such Person guaranteeing or in effect guaranteeing any Indebtedness (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount (based on the maximum reasonably anticipated net liability in respect thereof as determined by the Company in good faith) of the primary obligation or portion thereof in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated net liability in respect thereof (assuming such Person is required to perform thereunder) as determined by the Company in good faith.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of the property owned by it is bound.

“Credit Documents”: the collective reference to this Agreement, the Notes, the Guarantee and Collateral Agreement and any Mortgage or other security document executed and delivered pursuant to the terms of subsection 7.10.

“Credit Parties”: the collective reference to the Company and each Subsidiary which is a party, or which at any time becomes a party, to a Credit Document.

“Cumulative Retained Excess Cash Flow”: an amount equal to 25% of Excess Cash Flow for each fiscal year of the Company (commencing with the fiscal year ending December 31, 2010) ended since the Closing Date.

“Debtors”: means the Company and its Domestic Subsidiaries in their capacities as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code.

“Default”: any of the events specified in Section 9, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Disclosure Statement”: the First Modified Disclosure Statement for the Reorganization Plan, dated March 15, 2010, in the form approved by the Bankruptcy Court and distributed to certain holders of claims (as defined in Section 101(5) of the Bankruptcy Code) against the Debtors.

“Dollars” and “\$”: dollars in lawful currency of the United States of America.

“Domestic Subsidiary”: any Subsidiary of the Company other than a Foreign Subsidiary.

“Environmental Laws”: any and all applicable Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning human health or the protection of the environment, including without limitation, Materials of Environmental Concern, as now or may at any time hereafter be in effect.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Eurocurrency Reserve Requirements”: for any day, as applied to a Eurodollar Loan, the aggregate (without duplication) of the rates (expressed as a decimal) of reserve requirements current on such day (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto), as now and from time to time hereafter in effect, dealing with reserve requirements prescribed for Eurocurrency

funding (currently referred to as “Eurocurrency liabilities” in Regulation D of such Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to each day during any Interest Period for any Eurodollar Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, two Working Days prior to the beginning of such Interest Period. In the event that such rate does not appear on the Reuters Screen LIBOR01 Page (or otherwise on such screen), the “Eurodollar Base Rate” shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be reasonably selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which JPMCB is offered Dollar deposits at or about 10:00 A.M., New York City time, two Working Days prior to the beginning of such Interest Period in the interbank eurodollar market where the foreign currency and exchange operations in respect of its Eurodollar Loans then are being conducted for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount comparable to the amount of its Eurodollar Loan to be outstanding during such Interest Period. Notwithstanding the foregoing, for purposes of this Agreement, the Eurodollar Base Rate (before giving effect to any adjustment for Eurocurrency Reserve Requirements) shall in no event be less than 3.0%.

“Eurodollar Lending Office”: the office of each Lender which shall be maintaining its Eurodollar Loans.

“Eurodollar Loans”: Loans at such time as they are deemed made and/or being maintained at a rate of interest based upon a Eurodollar Rate.

“Eurodollar Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirement}}$$

“Event of Default”: any of the events specified in Section 9, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash Flow”: for any fiscal year of the Company, the excess, if any, of (a) the sum, without duplication, of (i) consolidated net income of the Company for such period, (ii) the amount of all non-cash charges (including, without limitation, depreciation and amortization) deducted in arriving at such consolidated net income, (iii) decreases in Consolidated Working Capital for such period, and (iv) the aggregate net amount of non cash loss on the disposition of property by the Company and its Subsidiaries during such period (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such consolidated net income less (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such

consolidated net income, (ii) the aggregate amount actually paid by the Company and its Subsidiaries in cash during such period on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures and any such expenditures financed with the proceeds of any Reinvestment Deferred Amount), (iii) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Loans) of the Company and its Subsidiaries made during such period (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (iv) increases in Consolidated Working Capital for such period, (v) the aggregate net amount of non-cash gain on the disposition of property by the Company and its Subsidiaries during such period (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such consolidated net income and (vi) the aggregate amount actually paid by the Company and its Subsidiaries in cash during such period on account of professional fees that have not been deducted in the calculation of consolidated net income for such period.

“Excess Cash Flow Application Date”: as defined in subsection 4.4(d).

“Existing Credit Agreement”: the Credit Agreement dated as of June 12, 2007, as amended, among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other agents parties thereto.

“FASB”: the Financial Accounting Standards Board

“FCC”: the Federal Communications Commission or any Governmental Authority succeeding to the Federal Communications Commission.

“FCC Licenses”: Licenses issued by the FCC to the Company or any of its Subsidiaries.

“Final Order”: means that, with respect to the FCC approval of the Reorganization Plan: (1) no request for stay or similar request is pending; no stay is in effect; the approval has not been vacated, reversed, set aside, annulled or suspended; and any deadline for filing such request that may be designated by statute or regulation has passed; (2) no timely petition for rehearing or reconsideration of the approval, or protest of any kind, is pending before the FCC, and the time for filing any such petition or protest has passed; (3) the FCC does not have the approval under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (4) the approval is not under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed.

“Financing Transactions” means the execution, delivery and performance by the Company and each Credit Party of the Credit Documents to which it is to be a party and the deemed making of Loans and the maintenance of outstanding Letters of Credit hereunder on the Closing Date.

“Foreign Subsidiary”: any Subsidiary of the Company which is organized under the laws of any jurisdiction outside the United States (within the meaning of Section 7701(a)(9) of the Code).

“Funded Debt”: as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Company, Indebtedness in respect of the Loans.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time, except that for purposes of subsection 8.1, GAAP shall be determined on the basis of such principles in effect on the date hereof and consistent with those used in the preparation of the most recent audited financial statements referred to in subsection 5.1(b). In the event that any “Accounting Change” (as defined below) shall occur and such change results in a material change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Company and the Administrative Agent agree, upon the request of the Company or the Administrative Agent, respectively, to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Company’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. In the event a request for an amendment has been made pursuant to the prior sentence, until such time as such an amendment shall have been executed and delivered by the Company, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. “Accounting Changes” refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

“Gleiser Note”: the promissory note dated as of November 21, 2003, made by Gleiser Communications, LLC, as the same may be amended or otherwise modified prior to and after the date hereof.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement to be executed and delivered by the Company and each Subsidiary Guarantor, substantially in the form of Exhibit A (it being understood and agreed that, notwithstanding anything that may be to the contrary herein, the Guarantee and Collateral Agreement shall not require the Company or any Subsidiary Guarantor to pledge (x) any

of the outstanding capital stock of, or other equity interests in any Subsidiary of the Company which is owned by a Foreign Subsidiary of the Company, or (y) more than 65% of the outstanding voting stock of any “first tier” Foreign Subsidiary of the Company.

“Indebtedness”: of any Person, at any particular date, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade payables or liabilities and deferred payment for services to employees or former employees incurred in the ordinary course of business and payable in accordance with customary practices and other deferred compensation arrangements), (b) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (c) all liabilities (other than Lease Obligations) secured by any Lien on any property owned by such Person, to the extent attributable to such Person’s interest in such property, even though such Person has not assumed or become liable for the payment thereof, (d) Capital Lease Obligations of such Person, (e) all indebtedness of such Person arising under bankers’ acceptance facilities, and (f) for the purposes of Section 9(e) only, all obligations of such Person in respect of Swap Agreements; but, in each case, excluding (x) any working capital adjustments or earnouts in connection with any permitted Investment under subsection 8.7 or disposition of assets permitted under subsection 8.5, (y) customer deposits and interest payable thereon in the ordinary course of business and (z) trade and other accounts and accrued expenses payable in the ordinary course of business in accordance with customary trade terms and in the case of both clauses (y) and (z) above, which are not overdue for a period of more than 90 days or, if overdue for more than 90 days, as to which a dispute exists and adequate reserves in conformity with GAAP have been established on the books of such Person.

“Insolvent” or “Insolvency”: with respect to a Multiemployer Plan, the condition that such plan is insolvent within the meaning of Section 4245 of ERISA.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Interest Payment Date”: (a) as to ABR Loans, the last day of each of March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, and (b) as to any Eurodollar Loan, the last day of the Interest Period applicable to such Eurodollar Loan and, in the case of any Interest Period longer than three months, on each successive date three months after the first day of such Interest Period.

“Interest Period”: with respect to any Eurodollar Loan:

(a) initially, the period commencing on the Closing Date or the effective date of the most recent conversion or continuation of such Eurodollar Loan, as the case may be, and ending one, two, three or six months (or, if made available by all relevant Lenders, nine or twelve months) thereafter as selected by the Company prior to the Closing Date or notice of conversion, as the case may be; and

(b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months (or, if made available by all relevant Lenders, nine or twelve months) thereafter as selected by the Company by irrevocable notice to the Administrative Agent not less than three Working Days prior to the last day of the then current Interest Period with respect to such Eurodollar Loan;

provided that the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day which is not a Working Day, that Interest Period shall be extended to the next succeeding Working Day, unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Working Day;

(ii) if the Company shall fail to give notice as provided above in clause (b), it shall be deemed to have selected a conversion of a Eurodollar Loan into an ABR Loan (which conversion shall occur automatically and without need for compliance with the conditions for conversion set forth in subsection 4.2);

(iii) any Interest Period that begins on the last day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Working Day of a calendar month; and

(iv) the Company shall select Interest Periods so as not to require a prepayment (to the extent practicable) or a scheduled payment of a Eurodollar Loan during an Interest Period for such Eurodollar Loan.

“Investments”: as defined in subsection 8.7.

“Issuing Lender”: JPMCB in its capacity as issuing lender with respect to the Letters of Credit.

“JPMCB”: JPMorgan Chase Bank, N.A.

“L/C Cash Collateral”: as defined in subsection 3.1.

“L/C Cash Collateral Account”: as defined in subsection 3.1.

“L/C Commitment Percentage”: with respect to any L/C Lender, the Revolving Credit Commitment Percentage (as such term is defined under the Existing Credit Agreement) of such L/C Lender as of the Petition Date.

“L/C Disbursement”: a payment made by the Issuing Lender pursuant to a Letter of Credit, including in respect of a time draft presented thereunder.

“L/C Exposure”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to subsection 3.3.

“L/C Exposure Percentage”: as to any L/C Lender, the percentage which such L/C Lender’s L/C Exposure then constitutes of the aggregate L/C Exposure of all L/C Lenders.

“L/C Lender”: any Lender that held a Revolving Credit Commitment (as such term is defined under the Existing Credit Agreement) under the Existing Credit Agreement as of the Petition Date.

“L/C Obligations”: the obligations of the Company to reimburse the Issuing Lender for any payments made by an Issuing Lender under any Letter of Credit that have not been reimbursed by the Company pursuant to subsection 3.3 or satisfied by means of the application of L/C Cash Collateral in accordance with subsection 3.1.

“L/C Participating Interest”: an undivided participating interest in the face amount of each issued and outstanding Letter of Credit.

“L/C Participating Lender”: any L/C Lender (other than the Issuing Lender with respect to such Letter of Credit) with respect to its L/C Participating Interest in each Letter of Credit.

“L/C Participation Certificate”: a certificate in substantially the form of Exhibit C hereto.

“Lease Obligations”: of the Company and its Subsidiaries, as of the date of any determination thereof, the rental commitments of the Company and its Subsidiaries determined on a consolidated basis, if any, under leases for real and/or personal property (net of rental commitments from sub-leases thereof), excluding Capital Lease Obligations.

“Lender Affiliate”: (a) any Affiliate of any Lender, (b) any Person that is administered or managed by any Lender and that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and (c) with respect to any Lender which is a fund that invests in commercial loans and similar extensions of credit, any other fund that invests in commercial loans and similar extensions of credit and is managed or advised by the

same investment advisor as such Lender or by an Affiliate of such Lender or investment advisor.

“Lenders”: as defined in the preamble hereto, provided that the Lenders shall include (without limitation) each L/C Lender.

“Letters of Credit”: as defined in subsection 3.1.

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing, except for the filing of financing statements in connection with Lease Obligations incurred by the Company or its Subsidiaries to the extent that such financing statements relate to the property subject to such Lease Obligations).

“Liquidity Amount”: on any date, the aggregate amount of unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries.

“Liquidity Determination Date”: as defined in subsection 4.4(d).

“Loan Percentage”: to any Lender, the percentage which such Lender’s Loan constitutes of the aggregate then outstanding principal amount of the Loans.

“Loans”: as defined in subsection 2.1.

“Material Acquisition”: as defined in the definition of “Consolidated EBITDA”.

“Material Adverse Effect”: any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of the Company and its Subsidiaries taken as a whole or (b) the validity or enforceability of any of the Credit Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder.

“Material Disposition”: as defined in the definition of “Consolidated EBITDA”.

“Materials of Environmental Concern”: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in, or which form the basis of liability under, any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls and urea-formaldehyde insulation, medical waste and radioactive materials.

“Maturity Date”: [•], 2015 or if such day is not a Business Day, the first Business Day thereafter.

“Measurement Period”: as defined in the definition of “Consolidated EBITDA”.

“Mortgages”: each of the mortgages and deeds of trust (if any) made by the Company or any Subsidiary Guarantor in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders, each in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan”: a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Credit Party has (or within the past 6 years has had) an obligation to contribute pursuant to a collective bargaining agreement to which a Credit Party is a party.

“Net Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys’ fees, accountants’ fees, investment banking fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document), any reserves required to be maintained in connection therewith in accordance with GAAP and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Non-Excluded Taxes”: as defined in subsection 4.19(a).

“Non-U.S. Lender”: as defined in subsection 4.19(e).

“Notes”: the collective reference to any promissory notes evidencing Loans.

“Obligations”: the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Company to the Administrative Agent or any Lenders (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any Lender) (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, related to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Loans, the other Credit Documents, any Letter of

Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, other fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or any Lender or any such Affiliate) or otherwise.

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document including any interest, additions to tax or penalties applicable thereto.

“Participant Register”: as defined in subsection 11.6(b).

“Participants”: as defined in subsection 11.6(b).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permitted Acquisition”: as defined in subsection 8.7(k).

“Permitted Acquisition Debt”: Indebtedness incurred by the Company or any of its Subsidiaries to finance a Permitted Acquisition; provided that (i) such Indebtedness has a final maturity after the Maturity Date, (ii) such Indebtedness contains terms that are no more restrictive than those set forth in this Agreement and (iii) such Indebtedness shall be either (x) unsecured or (y) secured solely by a Lien on assets which constitute Collateral which is subordinated to the Lien securing the Obligations pursuant to intercreditor arrangements reasonably satisfactory to the Administrative Agent.

“Permitted Asset Swap”: as defined in subsection 8.6(p).

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, limited liability company, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: any employee pension benefit plan (as defined in Section 3(2) of ERISA) that is sponsored by a Credit Party (other than a Multiemployer Plan).

“Pledged Note”: as defined in the Guarantee and Collateral Agreement.

“Pledged Stock”: as defined in the Guarantee and Collateral Agreement.

“Pro Forma Balance Sheet”: as defined in subsection 5.1.

“Prohibited Transaction”: as defined in Section 406 of ERISA and Section 4975(f)(3) of the Code.

“Properties”: each parcel of real property currently or previously owned or operated by the Company or any Subsidiary of the Company.

“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Company or any of its Subsidiaries.

“Register”: as defined in subsection 11.6(d).

“Regulation U”: Regulation U of the Board, as from time to time in effect.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Proceeds received by the Company or any Subsidiary in connection therewith that are not applied to prepay the Loans pursuant to subsection 4.4(c).

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Company has exercised its Reinvestment Rights in accordance with subsection 4.4(c).

“Reinvestment Rights”: if no Event of Default has occurred and is continuing at the time of receipt of Net Proceeds of a Reinvestment Event, the right of the Company (directly or indirectly through a Subsidiary) to use all or a specified portion of the Net Proceeds of an Asset Sale or Recovery Event to acquire, improve or repair assets useful in its business.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire, improve or repair assets useful in the Company’s business.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event and (b) the date on which the Company shall have conclusively determined not to acquire, improve or repair assets useful in the Company’s business with all or any portion of the relevant Reinvestment Deferred Amount.

“Related Document”: any agreement, certificate, document or instrument relating to a Letter of Credit.

“Relevant Percentage”: with respect to any Lender, any of the Loan Percentage and L/C Exposure Percentage of such Lender, as the context may require.

“Reorganization”: with respect to a Multiemployer Plan, the condition that such Plan is in reorganization as such term is used in Section 4241 of ERISA.

“Reorganization Effective Date”: the date on which the Reorganization Plan became effective as provided therein, which date is [•], 2010.

“Reorganization Plan”: the Debtors’ First Modified Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 15, 2010 as in effect on the date of the confirmation thereof pursuant to the Confirmation Order and as may be amended thereafter in accordance with the terms thereof and the Bankruptcy Code.

“Reorganization Projections”: the projections filed in the Disclosure Statement on March 15, 2010.

“Reportable Event”: any “reportable event,” as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Single Employer Plan, other than those events as to which the 30-day notice period has been waived pursuant to applicable regulations as in effect on the date hereof.

“Required Lenders”: at a particular time, Lenders that hold more than 50% of (a) the aggregate then outstanding principal amount of the Loans and (b) the aggregate amount of L/C Exposure then outstanding that is not cash collateralized.

“Requirement of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation (including, without limitation, Environmental Laws) or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer”: the chief executive officer or the chief operating officer of the Company or, with respect to financial matters, the chief financial officer of the Company.

“Restricted Payments”: as defined in subsection 8.8.

“SEC Filings”: as to the Company, any public filings that the Company has made on form 10K, 10Q or 8K pursuant to the U.S. federal securities statutes, rules or regulations prior to the Closing Date.

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Credit Party under any Credit Document.

“Single Employer Plan”: any Plan subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of the Code.

“Solvent”: when used with respect to any Person, means that, as of any date of determination, (a) the amount of the “present fair saleable value” of the assets of such Person will, as of such date, exceed the amount of all “liabilities of such Person, contingent or otherwise”, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will,

as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) “debt” means liability on a “claim”, and (ii) “claim” means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

“Specified Cash Management Agreement”: any agreement providing for treasury, depositary, purchasing card or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Company or any Subsidiary Guarantor and any Lender or affiliate thereof.

“Specified Swap Agreement”: any Swap Agreement in respect of interest rates entered into by the Company or any Subsidiary Guarantor and any Person that is a Lender or an affiliate of a Lender at the time such Swap Agreement is entered into.

“Station”: a radio station operated to transmit over airwaves radio signals within a geographic area for the purposes of providing commercial broadcasting radio programming.

“Subordinated Indebtedness”: any Indebtedness of the Company or its Subsidiaries which is subordinated in right of payment to the Obligations.

“Subsidiary”: as to any Person, a corporation, partnership or other entity of which shares of capital stock or other equity interests having ordinary voting power (other than capital stock or other equity interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, directly or indirectly, or the management of which is otherwise controlled, directly or indirectly, or both, by such Person.

“Subsidiary Guarantor”: any Subsidiary which enters into the Guarantee and Collateral Agreement pursuant to clause (c) of Section 6 or 7.10(a) (it being understood and agreed that no Foreign Subsidiary of the Company shall, in any case, enter into the Guarantee and Collateral Agreement pursuant to subsection 7.10(a)).

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services

provided by current or former directors, officers, employees or consultants of the Company or any of its Subsidiaries shall be a “Swap Agreement”.

“Termination Date”: the earlier of (i) the Maturity Date, and (ii) any other date on which the remaining principal balance of the Loans shall become due hereunder.

“Transferee”: as defined in subsection 11.6(f).

“Type”: as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

“UCC” means the Uniform Commercial Code as in effect, from time to time, in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Withdrawal Liability”: liability of a Credit Party to a Multiemployer Plan as a result of a complete withdrawal or a partial withdrawal by a Credit Party from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

“Working Day”: any Business Day which is a day for trading by and between banks in Dollar deposits in the interbank Eurodollar market.

1.2 Other Definitional Provisions. Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the Notes, any other Credit Document or any certificate or other document made or delivered pursuant hereto.

(a) As used herein and in the Notes, any other Credit Document and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Company and its Subsidiaries not defined in subsection 1.1 and accounting terms partly defined in subsection 1.1 to the extent not defined, shall have the respective meanings given to them under GAAP. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under ASC 825 “Financial Instruments” (or any other ASC having a similar result or effect) to value any Indebtedness or other liabilities of Holdings, the Company or any Subsidiary at “fair value”, as defined therein.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to the singular and plural forms of such terms.

## SECTION 2. AMOUNT AND TERMS OF LOANS

2.1 Loans Deemed Made on the Closing Date. Subject to the terms and conditions set forth herein and to give effect to the Reorganization Plan and provide for the repayment, in part, of the Class 3 Claims, each Lender shall be deemed to have made a term loan to the Company on the Closing Date in an amount set forth opposite such Lender's name on Schedule 2.1 (each, a "Loan" and, collectively, the "Loans"). Amounts repaid or prepaid in respect of Loans may not be reborrowed. Each Loan shall be maintained ratably by the Lenders as part of a Borrowing consisting of Loans of the same Type. The Loans deemed made pursuant to this subsection 2.1 shall be made without any actual funding and, to the extent deemed practicable by the Administrative Agent, each Eurodollar Borrowing under and as defined in the Existing Credit Agreement shall be continued as a Eurodollar Borrowing hereunder, with an Interest Period ending on the same day it otherwise would have ended. Subject to subsection 4.14, after the Closing Date, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Company may request in accordance herewith.

2.2 Repayment of Loans. The Company shall repay the Loans in consecutive quarterly installments on the last day of each fiscal quarter (or, in the case of the last installment, the Maturity Date), commencing on [•], 2010 in the aggregate principal amount set forth opposite each of such installments specified below:

<u>Installment</u>	<u>Amount</u>
September 30, 2010	\$ 1,906,250
December 31, 2010	\$ 1,906,250
March 31, 2011	\$ 1,906,250
June 30, 2011	\$ 1,906,250
September 30, 2011	\$ 1,906,250
December 31, 2011	\$ 1,906,250
March 31, 2012	\$ 1,906,250
June 30, 2012	\$ 1,906,250
September 30, 2012	\$ 1,906,250
December 31, 2012	\$ 1,906,250
March 31, 2013	\$ 1,906,250
June 30, 2013	\$ 1,906,250
September 30, 2013	\$ 1,906,250
December 31, 2013	\$ 1,906,250
March 31, 2014	\$ 1,906,250
June 30, 2014	\$ 1,906,250
September 30, 2014	\$ 1,906,250
December 31, 2014	\$ 1,906,250
March 31, 2015	\$ 1,906,250
June 30, 2015	\$ 1,906,250
Maturity Date	\$ 724,375,000

### SECTION 3. TERMS OF LETTERS OF CREDIT

3.1 Letters of Credit. The letters of credit issued under the Existing Credit Agreement which remain outstanding on the Closing Date and are set forth on Schedule 3.1 shall be continued as letters of credit pursuant to this Agreement (each, a “Letter of Credit”); provided that the Company shall provide on the Closing Date cash collateral in an amount equal to 105% of the aggregate face amount of the Letters of Credit outstanding on the Closing Date (the “L/C Cash Collateral”) in a cash collateral account (the “L/C Cash Collateral Account”) maintained by, and under the sole dominion and control of, the Administrative Agent. The L/C Cash Collateral shall be applied by the Administrative Agent to reimburse the Issuing Lender for L/C Disbursements for which it has not been reimbursed, related fees and expenses and other Obligations in respect of Letters of Credit. After all Letters of Credit shall have expired or been fully drawn upon, all reimbursement obligations with respect thereto shall have been satisfied and all other Obligations of the Company in respect of Letters of Credit shall have been paid in full, the balance, if any, of the L/C Cash Collateral shall be returned to the Company.

3.2 Participating Interests. The Issuing Lender agrees to maintain and, if not already allotted in accordance therewith prior to the Closing Date, then on the Closing Date to allot to itself and each other L/C Lender, and each L/C Lender severally and irrevocably agrees to maintain and, if not already taken in accordance herewith prior to the Closing Date, then on the Closing Date to take in such Letter of Credit, an L/C Participating Interest in a percentage equal to such L/C Lender’s L/C Commitment Percentage.

3.3 Payment in Respect of Letters of Credit. (a) The Company agrees forthwith upon demand by the Issuing Lender and otherwise in accordance with the terms of the L/C application relating to the relevant Letter of Credit (i) to reimburse the Issuing Lender, through the Administrative Agent, for any L/C Disbursement, and (ii) to pay interest on any unreimbursed portion of any such payment from the date of such L/C Disbursement until reimbursement in full thereof (by means of a payment by the Company or the application of L/C Cash Collateral in accordance with subsection 3.1) at a rate per annum equal to (A) prior to the date which is one Business Day after the day on which the Issuing Lender demands reimbursement from the Company for such payment, the ABR plus the Applicable Margin (provided that any such demand not received by 10:00 A.M., New York City time shall be deemed to have been received on the following Business Day) for ABR Loans and (B) on such date and thereafter, the ABR plus the Applicable Margin for ABR Loans plus 2%.

(b) In the event that the Issuing Lender makes a payment under any Letter of Credit and is not reimbursed in full therefor (by means of a payment by the Company or the application of L/C Cash Collateral in accordance with subsection 3.1) forthwith upon demand of the Issuing Lender, and otherwise in accordance with the terms of the L/C application relating to the relevant Letter of Credit, the Issuing Lender will promptly notify each other L/C Lender through the Administrative Agent. Forthwith upon its receipt of any such notice, each other L/C Lender will transfer to the Issuing Lender, through the Administrative Agent, in immediately available funds, an amount equal to such other L/C Lender’s pro rata share of the L/C Obligation arising from such unreimbursed payment in accordance with such L/C Lender’s L/C Commitment Percentage. Upon its receipt from such other L/C Lender of such amount and a

request of such L/C Lender, the Issuing Lender will complete, execute and deliver to such other L/C Lender an L/C Participation Certificate dated the date of such receipt and in such amount.

(c) Whenever, at any time after the Issuing Lender has made an L/C Disbursement and has received from any other L/C Lender such other L/C Lender's pro rata share of the L/C Obligation arising therefrom, the Issuing Lender receives any reimbursement on account of such L/C Obligation or any payment of interest on account thereof, the Issuing Lender will distribute to such other L/C Lender, through the Administrative Agent, its pro rata share thereof in like funds as received (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such L/C Lender's participating interest was outstanding and funded); provided that, in the event that the receipt by the Issuing Lender of such reimbursement or such payment of interest (as the case may be) is required to be returned, such other L/C Lender will return to the Issuing Lender, through the Administrative Agent, any portion thereof previously distributed by the Issuing Lender to it in like funds as such reimbursement or payment is required to be returned by the Issuing Lender.

#### SECTION 4. GENERAL PROVISIONS APPLICABLE TO LOANS AND LETTERS OF CREDIT

4.1 Repayment of Loans; Evidence of Debt. (a) The Company hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender (i) the then unpaid principal amount of the Loan of such Lender, in accordance with the applicable amortization schedule set forth in subsection 2.2, (or the then unpaid principal amount of such Loans, on the date that any or all of the Loans become due and payable pursuant to Section 9). The Company hereby further agrees to pay interest on the unpaid principal amount of the Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in subsection 4.5

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Company to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain the Register pursuant to subsection 11.6(d), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder, the Type thereof and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Company to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Company and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to subsection 4.1(b) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Company therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the

obligation of the Company to repay (with applicable interest) the Loans made to such Company by such Lender in accordance with the terms of this Agreement.

4.2 Conversion Options. The Company may elect from time to time to convert Eurodollar Loans into ABR Loans by giving the Administrative Agent irrevocable notice of such election, to be received by the Administrative Agent prior to 12:00 Noon, New York City time, at least three Working Days prior to the proposed conversion date, provided that any such conversion of Eurodollar Loans shall only be made on the last day of an Interest Period with respect thereto. The Company may elect from time to time to convert all or a portion of the ABR Loans then outstanding to Eurodollar Loans by giving the Administrative Agent irrevocable notice of such election, to be received by the Administrative Agent prior to 12:00 Noon, New York City time, at least three Working Days prior to the proposed conversion date, specifying the Interest Period selected therefor, and, if no Default or Event of Default has occurred and is continuing, such conversion shall be made on the requested conversion date or, if such requested conversion date is not a Working Day, on the next succeeding Working Day. Upon receipt of any notice pursuant to this subsection 4.2, the Administrative Agent shall promptly, but in any event by 4:00 P.M., New York City time, notify each Lender thereof. All or any part of the outstanding Loans may be converted as provided herein, provided that partial conversions of Loans shall be in the aggregate principal amount of \$2,500,000, or a whole multiple of \$1,000,000 in excess thereof, and the aggregate principal amount of the resulting Eurodollar Loans outstanding in respect of any one Interest Period shall be at least \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof.

4.3 Optional Prepayments. (a) Subject to subsection 4.3(b), the Company may at any time and from time to time prepay Loans, in whole or in part, upon at least one Business Days' irrevocable notice to the Administrative Agent in the case of ABR Loans and two Working Days' irrevocable notice to the Administrative Agent in the case of Eurodollar Loans and specifying the date and amount of prepayment; provided that Eurodollar Loans prepaid on other than the last day of any Interest Period with respect thereto shall be prepaid subject to the provisions of subsection 4.18. Upon receipt of such notice the Administrative Agent shall promptly notify each Lender thereof. If such notice is given, the Company shall make such prepayment, and the payment amount specified in such notice shall be due and payable, on the date specified therein. Accrued interest on any Notes or on the amount of any Loans paid in full pursuant to this subsection 4.3 shall be paid on the date of such prepayment. Accrued interest on the amount of any partial prepayment shall be paid on the Interest Payment Date next succeeding the date of such partial prepayment. Partial prepayments shall be in an aggregate principal amount equal to the lesser of (A) \$1,500,000 or a whole multiple of \$1,000,000 in excess thereof and (B) the aggregate unpaid principal amount of the applicable Loans, as the case may be. Any amount prepaid on account of Loans may not be reborrowed. Partial prepayments of the Loans pursuant to this subsection 4.3 shall be applied as directed by the Company.

(b) All optional prepayments of the Loans effected prior to the first anniversary of the Closing Date shall be subject to a prepayment fee equal to 5.00% of the aggregate principal amount of such prepayments. All optional prepayments of the Loans effected on or after the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date shall be subject to a prepayment fee equal to 2.00% of the aggregate

principal amount of such prepayments. After the second anniversary of the Closing Date all prepayments will be made without penalty or premium. Such fees shall be paid by the Borrower to the Administrative Agent, for the account of the Lenders holding Loans, on the date of such prepayment.

4.4 Mandatory Prepayments. (a) In the event of any incurrence of Indebtedness of the Company or any of its Subsidiaries (other than Indebtedness of the Company or any of its Subsidiaries permitted to be issued under subsection 8.2), an amount equal to 100% of the Net Proceeds of such Indebtedness incurrence shall, unless the Company and the Required Lenders otherwise agree, on the date of such Indebtedness incurrence be applied to the prepayment of the Loans as set forth in subsection 4.4(e).

(b) In the event of any sale or issuance of Capital Stock of the Company or any of its Subsidiaries (other than an issuance of Capital Stock of a Subsidiary to the Company or another Subsidiary or the sale of the Capital Stock of a Subsidiary in connection with the sale of such Subsidiary to a third party), an amount equal to 50% of the Net Proceeds of such sale or issuance shall, unless the Company and the Required Lenders otherwise agree, on the date of such issuance be applied to the prepayment of the Loans as set forth in subsection 4.4(e); provided that any such Net Proceeds that are used to finance a Permitted Acquisition permitted under this Agreement shall not be subject to such prepayment as otherwise required under subsection 4.4(b).

(c) In the event of receipt by the Company or any of its Subsidiaries of Net Proceeds from any Asset Sale (in excess of \$1,000,000 in the aggregate for all Asset Sales per fiscal year) or Recovery Event by the Company or any of its Subsidiaries then, unless the Company exercises its Reinvestment Rights in respect thereof, an amount equal to 100% of the Net Proceeds of such Asset Sale or Recovery Event shall, unless the Company and the Required Lenders otherwise agree, on the date of such receipt be applied to the prepayment of the Loans as set forth in subsection 4.4(e); provided that notwithstanding the foregoing, (i) the aggregate Net Proceeds of Asset Sales and Recovery Events that may be excluded from the foregoing requirement pursuant to the Reinvestment Rights shall not exceed \$50,000,000 in any fiscal year of the Company and (ii) on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Loans as set forth in subsection 4.4(e).

(d) If, for any fiscal year of the Company commencing with the fiscal year ending December 31, 2010, there shall be Excess Cash Flow, the Company shall, on the relevant Excess Cash Flow Application Date, apply an amount equal to 75% of such Excess Cash Flow less (y) the aggregate amount of all optional prepayments of Loans made during such fiscal year toward the prepayment of the Loans. Each such prepayment shall be made on a date (an “Excess Cash Flow Application Date”) no later than five Business Days after the earlier of (i) the date on which the financial statements of the Company referred to in subsection 7.1, for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (ii) the date such financial statements are actually delivered. Notwithstanding the foregoing, if the Liquidity Amount (as certified by a Responsible Officer of the Company) as of the last day of the fiscal month of February immediately preceding such Excess Cash Flow Application Date (or, if the Excess Cash Flow Application Date occurs in February, the last day of the fiscal

month of January) (the “Liquidity Determination Date”) after giving effect to the prepayment would be less than \$50,000,000 the Company shall not be required to make such prepayment on such day except to the extent it can be made without reducing the Liquidity Amount as of the Liquidity Determination Date below \$50,000,000.

(e) Partial prepayments of the Loans pursuant to this subsection 4.4 shall be applied to the remaining installments of the Loans in inverse order of maturity. Interest on Loans repaid pursuant to this subsection 4.4 shall be paid on the applicable Interest Payment Date; provided that prepayments of Eurodollar Loans pursuant to this subsection 4.4, if not on the last day of the Interest Period with respect thereto, shall, at the Company’s option, as long as no Default or Event of Default has occurred and is continuing, be prepaid subject to the provisions of subsection 4.18 or such prepayment (after application to any ABR Loans, in the case of prepayments by the Company) shall be deposited with the Administrative Agent as cash collateral for such Eurodollar Loans on terms reasonably satisfactory to the Administrative Agent and thereafter shall be applied to the prepayment of the Eurodollar Loans on the last day of the respective Interest Periods for such Eurodollar Loans next ending most closely to the date of receipt of such Net Proceeds. After such application, unless a Default or an Event of Default shall have occurred and be continuing, any remaining interest earned on such cash collateral shall be paid to the Company.

(f) Except as set forth in subsection 4.18, all payments made under this subsection 4.4 will be without penalty or premium.

4.5 Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto on the unpaid principal amount thereof at a rate per annum equal to the Eurodollar Rate determined for such Interest Period plus the Applicable Margin.

(b) ABR Loans shall bear interest for the period from and including the date thereof until maturity thereof on the unpaid principal amount thereof at a rate per annum equal to the ABR plus the Applicable Margin.

(c) If all or a portion of (i) the principal amount of any of the Loans or (ii) any interest payable thereon shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, without limiting the rights of the Lenders under Section 9, bear interest at a rate per annum which is (x) in the case of overdue principal, 2% above the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this subsection or (y) in the case of overdue interest, fees and other amounts, 2% above the rate described in paragraph (b) of this subsection, in each case from the date of such nonpayment until such amount is paid in full (as well after as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this subsection shall be payable on demand by the Administrative Agent made at the request of the Required Lenders.

4.6 Computation of Interest and Fees. (a) Interest in respect of ABR Loans at any time the ABR is calculated based on the Prime Rate and all fees hereunder shall be

calculated on the basis of a 365 or 366, as the case may be, day year for the actual days elapsed. Interest in respect of Eurodollar Loans and ABR Loans at any time the ABR is not calculated based on the Prime Rate shall be calculated on the basis of a 360 day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Company and the Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR shall become effective as of the opening of business on the day on which such change in the ABR becomes effective. The Administrative Agent shall as soon as practicable notify the Company and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Company and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Company, deliver to the Company a statement showing the quotations used by the Administrative Agent in determining the Eurodollar Rate.

4.7 Certain Fees. The Company agrees to pay to the Administrative Agent for its own account a non-refundable agent's fee in the amount and payable on such dates as is separately agreed to by the Company and the Administrative Agent.

4.8 Letter of Credit Fees. (a) The Company agrees to pay the Administrative Agent a Letter of Credit fee, for the account of the Issuing Lender and the L/C Participating Lenders with respect to each Letter of Credit, on the average outstanding amount available to be drawn under each Letter of Credit at a rate per annum equal to 1.50%, payable in arrears on the last day of each fiscal quarter of the Company and on the date on which all Letters of Credit have expired or been fully drawn upon.

In addition, the Company shall pay to the Issuing Lender with respect to each Letter of Credit, in arrears on the last day of each fiscal quarter of the Company and on the date on which all Letters of Credit have expired or been fully drawn upon, a fee to be agreed with the applicable Issuing Lender but not greater than 0.25% per annum on the average outstanding amount available to be drawn under such Letter of Credit, solely for its own account as Issuing Lender of such Letter of Credit and not on account of its L/C Participating Interest therein.

(b) In connection with any payment of fees pursuant to this subsection 4.8, the Administrative Agent agrees to provide to the Company a statement of any such fees so paid; provided that the failure by the Administrative Agent to provide the Company with any such invoice shall not relieve the Company of its obligation to pay such fees.

4.9 Letter of Credit Reserves. (a) If any Change in Law after the date of this Agreement shall either (i) impose, modify, deem or make applicable any reserve, special deposit, assessment or similar requirement against letters of credit issued by the Issuing Lender or (ii) impose on the Issuing Lender any other condition regarding this Agreement or any Letter of Credit, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost to the Issuing Lender of maintaining any Letter of Credit (which increase in cost shall be the result of the Issuing Lender's reasonable allocation of the aggregate of such cost increases resulting from such events), then, upon demand by the Issuing Lender, the Company shall

immediately pay to the Issuing Lender, from time to time as specified by the Issuing Lender, additional amounts which shall be sufficient to compensate the Issuing Lender for such increased cost, together with interest on each such amount from the date demanded until payment in full thereof at a rate per annum equal to the ABR plus the Applicable Margin. A certificate submitted by the Issuing Lender to the Company concurrently with any such demand by the Issuing Lender, shall be conclusive, absent manifest error, as to the amount thereof.

(b) In the event that at any time after the date hereof any Change in Law with respect to the Issuing Lender shall, in the opinion of the Issuing Lender, require that any obligation under any Letter of Credit be treated as an asset or otherwise be included for purposes of calculating the appropriate amount of capital to be maintained by the Issuing Lender or any corporation controlling the Issuing Lender, and such Change in Law shall have the effect of reducing the rate of return on the Issuing Lender's or such corporation's capital, as the case may be, as a consequence of the Issuing Lender's obligations under such Letter of Credit to a level below that which the Issuing Lender or such corporation, as the case may be, could have achieved but for such Change in Law (taking into account the Issuing Lender's or such corporation's policies, as the case may be, with respect to capital adequacy) by an amount deemed by the Issuing Lender to be material, then from time to time following notice by the Issuing Lender to the Company of such Change in Law, within 15 days after demand by the Issuing Lender, the Company shall pay to the Issuing Lender such additional amount or amounts as will compensate the Issuing Lender or such corporation, as the case may be, for such reduction. If the Issuing Lender becomes entitled to claim any additional amounts pursuant to this subsection 4.9(b), it shall promptly notify the Company of the event by reason of which it has become so entitled. A certificate submitted by the Issuing Lender to the Company concurrently with any such demand by the Issuing Lender, shall be conclusive, absent manifest error, as to the amount thereof.

(c) The Company agrees that the provisions of the foregoing paragraphs (a) and (b) providing for reimbursement or payment to the Issuing Lender in the event of the imposition or implementation of, or increase in, any reserve, special deposit, capital adequacy or similar requirement in respect of the Letter of Credit relating thereto shall apply equally to each Participating Lender in respect of its L/C Participating Interest in such Letter of Credit, as if the references in such paragraphs and provisions referred to, where applicable, such Participating Lender or any corporation controlling such Participating Lender.

4.10 Further Assurances. The Company hereby agrees, from time to time, to do and perform any and all acts and to execute any and all further instruments reasonably requested by the Issuing Lender to effect more fully the purposes of this Agreement and the maintenance of Letters of Credit hereunder. The Company further agrees to execute any and all instruments reasonably requested by the Issuing Lender in connection with the obtaining and/or maintaining of any insurance coverage applicable to any Letters of Credit.

4.11 Obligations Absolute. The payment obligations of the Company under this Agreement with respect to the Letters of Credit shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:

(i) the existence of any claim, set-off, defense or other right which the Company or any of its Subsidiaries may have at any time against any beneficiary, or any transferee, of any Letter of Credit (or any Persons for whom any such beneficiary or any such transferee may be acting), the Issuing Lender, the Administrative Agent or any Lender, or any other Person, whether in connection with this Agreement, the Related Documents, any Credit Documents, the transactions contemplated herein, or any unrelated transaction;

(ii) any statement or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(iii) payment by the Issuing Lender under any Letter of Credit against presentation of a draft or certificate which does not comply with the terms of such Letter of Credit, except where such payment constitutes gross negligence or willful misconduct on the part of the Issuing Lender; or

(iv) any other circumstances or happening whatsoever, whether or not similar to any of the foregoing, except for any such circumstances or happening constituting gross negligence or willful misconduct on the part of the Issuing Lender.

4.12 Assignments. No L/C Participating Lender's participation in any Letter of Credit or any of its rights or duties hereunder shall be subdivided, assigned or without the prior written consent of the Issuing Lender, which consent will not be unreasonably withheld. Such consent may be given or withheld without the consent or agreement of any other L/C Participating Lender. Notwithstanding the foregoing, an L/C Participating Lender may subparticipate its L/C Participating Interest without obtaining the prior written consent of the Issuing Lender.

4.13 Participations. Each L/C Lender's obligation to purchase participating interests pursuant to subsection 3.2 shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any set-off, counterclaim, recoupment, defense or other right which such L/C Lender may have against the Issuing Lender, the Company or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default; (iii) any adverse change in the condition (financial or otherwise) of the Company; (iv) any breach of this Agreement by the Company or any other L/C Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

4.14 Inability to Determine Interest Rate for Eurodollar Loans. In the event that the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Company) that (a) by reason of circumstances affecting the interbank eurodollar market generally, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for any Interest Period with respect to (i) any Eurodollar Loans that will result from the requested conversion of all or part of ABR Loans into Eurodollar Loans or (ii) the continuation of any Eurodollar Loan as such for an additional Interest Period, (b) the Eurodollar Rate determined or to be determined for any Interest Period will not adequately and fairly reflect the cost to Lenders constituting the Required Lenders of maintaining their affected Eurodollar

Loans during such Interest Period by reason of circumstances affecting the interbank eurodollar market generally or (c) dollar deposits in the relevant amount and for the relevant period with respect to any such Eurodollar Loan are not available to any of the Lenders in their respective Eurodollar Lending Offices' interbank eurodollar market, the Administrative Agent shall forthwith give notice of such determination, confirmed in writing, to the Company and the Lenders at least one day prior to, as the case may be, the conversion date or the last day of such Interest Period. If such notice is given, (i) any ABR Loans that were to have been converted to Eurodollar Loans shall be continued as ABR Loans and (ii) any outstanding Eurodollar Loans shall be converted, on the last day of the then current Interest Period applicable thereto, into ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no ABR Loans shall be converted to Eurodollar Loans.

4.15 Pro Rata Treatment and Payments. (a) Each payment by the Company on account of any fee hereunder (other than as set forth in subsection 4.7) shall be made pro rata according to the Relevant Percentages of the Lenders entitled thereto. Each payment (including each prepayment) by the Company on account of principal of and interest on the Loans (other than as set forth in subsections 4.16, 4.17 and 4.18) shall be made pro rata according to the Relevant Percentages of the Lenders entitled thereto. All payments (including prepayments) to be made by the Company on account of principal, interest and fees shall be made without set-off or counterclaim and shall be made to the Administrative Agent, for the account of the Lenders, at the Administrative Agent's office located at 1111 Fannin Street, 8<sup>th</sup> Floor, Houston, Texas 77002, in lawful money of the United States of America and in immediately available funds. The Administrative Agent shall promptly distribute such payments ratably to each Lender in like funds as received. If any payment hereunder (other than payments on Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Working Day, the maturity thereof shall be extended to the next succeeding Working Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension unless the result of such extension would be to extend such payment into another calendar month in which event such payment shall be made on the immediately preceding Working Day.

(b) All payments and prepayments (other than mandatory prepayments as set forth in subsection 4.4 and other than prepayments as set forth in subsection 4.17 with respect to increased costs) of Eurodollar Loans hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of all Eurodollar Loans with the same Interest Period shall not be less than \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof.

4.16 Illegality. Notwithstanding any other provisions herein, if any Requirement of Law or any change therein or in the interpretation or application thereof occurring after the date that any lender becomes a Lender party to this Agreement shall make it unlawful for such Lender to maintain Eurodollar Loans as contemplated by this Agreement, the requirement of such Lender hereunder to maintain Eurodollar Loans or to convert all or a portion of ABR Loans into Eurodollar Loans shall forthwith be cancelled and such Lender's Loans then outstanding as Eurodollar Loans, if any, shall, if required by law and if such Lender so requests,

be converted automatically to ABR Loans on the date specified by such Lender in such request. To the extent that such affected Eurodollar Loans are converted into ABR Loans, all payments of principal which would otherwise be applied to such Eurodollar Loans shall be applied instead to such Lender's ABR Loans. The Company hereby agrees promptly to pay any Lender, upon its demand, any additional amounts necessary to compensate such Lender for any costs incurred by such Lender in making any conversion in accordance with this subsection 4.16 including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its Eurodollar Loans hereunder (such Lender's notice of such costs, as certified to the Company through the Administrative Agent, to be conclusive absent manifest error).

4.17 Requirements of Law. (a) In the event that, at any time after the date hereof, the adoption of any Requirement of Law, or any change therein or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority:

(i) does or shall subject any Lender, Transferee or the Issuing Lender to any tax of any kind whatsoever with respect to this Agreement, any Note, any Eurodollar Loans or any Letter of Credit made by it, or change the basis of taxation of payments to such Lender, Transferee or Issuing Lender of principal, interest or any other amount payable hereunder (except for Non-Excluded Taxes covered by subsection 4.19 and changes in the rate of tax on the overall net income of such Lender, Transferee or Issuing Lender);

(ii) does or shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities in or for the account of, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender which are not otherwise included in the determination of the Eurodollar Rate; or

(iii) does or shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender (or, in the case of (i), to such Lender, Transferee or Issuing Lender) of converting, renewing or maintaining advances or extensions of credit or to reduce any amount receivable hereunder, in each case, in respect of its Eurodollar Loans or, in the case of (i), any Loans or issuing or participating Letters of Credit, then, in any such case, the Company, shall promptly pay such Lender (or, in the case of (i), such Lender, Transferee or Issuing Lender), on demand, any additional amounts necessary to compensate such Lender (or, in the case of (i), such Lender, Transferee or Issuing Lender) on an after-tax basis for such additional cost or reduced amount receivable which such Lender (or, in the case of (i), such Lender, Transferee or Issuing Lender) deems to be material as determined by such Lender (or, in the case of (i), such Lender, Transferee or Issuing Lender) with respect to such Eurodollar Loans or, in the case of (i), any Loans or issuing or participating Letters of Credit, together with interest on each such amount from the date demanded until payment in full thereof at a rate per annum equal to the ABR plus the Applicable Margin.

(b) In the event that at any time after the date hereof any Change in Law with respect to any Lender shall, in the opinion of such Lender, shall have the effect of reducing the

rate of return on such Lender's or such corporation's capital, as the case may be, as a consequence of such Lender's obligations hereunder to a level below that which such Lender or such corporation, as the case may be, could have achieved but for such Change in Law (taking into account such Lender's or such corporation's policies, as the case may be, with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time following notice by such Lender to the Company of such Change in Law as provided in paragraph (c) of this subsection 4.17, within 15 days after demand by such Lender, the Company shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation, as the case may be, on an after-tax basis for such reduction.

(c) If any Lender becomes entitled to claim any additional amounts pursuant to this subsection 4.17, it shall promptly notify the Company through the Administrative Agent, of the event by reason of which it has become so entitled. If any Lender has notified the Company through the Administrative Agent of any increased costs pursuant to paragraph (a) of this subsection 4.17, the Company at any time thereafter may, upon at least two Working Days' notice to the Administrative Agent (which shall promptly notify the Lenders thereof), and subject to subsection 4.18, prepay or convert into ABR Loans all (but not a part) of the Eurodollar Loans then outstanding. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of paragraph (a) of this subsection 4.17 or entitling a Lender to receive additional amounts under paragraph (a) or (c) of subsection 4.19 with respect to such Lender, it will, if requested by the Company, and to the extent permitted by law or by the relevant Governmental Authority, endeavor in good faith to avoid or minimize the increase in costs, reduction in payments, or payment of additional amounts resulting from such event (including, without limitation, endeavoring to change its Eurodollar Lending Office or any other lending office); provided, however, that such avoidance or minimization can be made in such a manner that such Lender, in its sole determination, suffers no economic, legal or regulatory disadvantage.

(d) A certificate submitted by such Lender, through the Administrative Agent, to the Company shall be conclusive in the absence of manifest error. The covenants contained in this subsection 4.17 shall survive the termination of this Agreement and repayment of the outstanding Loans.

4.18 Indemnity. The Company agrees to indemnify each Lender and to hold such Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Company in payment of the principal amount of or interest on any Eurodollar Loans of such Lender, including, but not limited to, any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its Eurodollar Loans hereunder, (b) default by the Company in making a conversion of ABR Loans to Eurodollar Loans after the Company has given notice in accordance with subsection 4.2 or in continuing Eurodollar Loans for an additional Interest Period after the Company has given a notice in accordance with clause (b) of the definition of Interest Period, (c) default by the Company in making any prepayment of Eurodollar Loans after the Company has given a notice in accordance with subsection 4.3 or (d) a payment or prepayment of a Eurodollar Loan or conversion of any Eurodollar Loan into an ABR Loan, in either case on a day which is not the last day of an Interest Period with respect thereto, including, but not limited to, any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained

by it in order to maintain its Eurodollar Loans hereunder. This covenant shall survive termination of this Agreement and payment of the outstanding Obligations.

4.19 Taxes. (a) All payments made by or on behalf of any Credit Party under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes, branch profit taxes and franchise taxes imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Credit Document); provided that, if any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (“Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable withholding agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the applicable Credit Party to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made; provided further, however, that Non-Excluded Taxes shall not include any amounts (x) that are attributable to such Lender’s failure to comply with the requirements of paragraph (e) or (f) of this subsection 4.19 or (y) that are taxes imposed by a Requirement of Law in effect at the time a Non-U.S. Lender becomes a party hereto (or designates a new lending office) that do not arise as a result of a change in the jurisdiction of incorporation or the operations of a Borrower, except to the extent that such Non-U.S. Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts with respect to such withholding taxes under this subsection 4.19.

(b) In addition, the Company shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by a Credit Party, as promptly as possible thereafter such Credit Party shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a copy of a receipt received by such Credit Party showing payment thereof. If (i) a Credit Party fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) a Credit Party fails to remit to the Administrative Agent the required receipts or other reasonably requested documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Credit Parties shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) and (ii), or any such direct imposition, in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Each Lender, Assignee and Participant that is not a citizen or resident of the United States of America, a corporation, partnership or other entity created or organized in or under the laws of the United States of America, or an estate or trust that is subject to United States federal income taxation regardless of the source of its income (a “Non-U.S. Lender”) shall deliver to the Company and the Administrative Agent, and if applicable, the assigning Lender (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) on or before the date on which it becomes a party to this Agreement (or, in the case of a Participant, on or before the date on which such Participant purchases the related participation) and from time or time thereafter upon the request of the Company or the Administrative Agent:

(i) two duly completed and signed copies of either Internal Revenue Service Form W-BEN (relating to such Non-U.S. Lender and entitling it to a complete exemption from, or a reduced rate of, United States federal withholding tax on all amounts to be received by such Non-U.S. Lender pursuant to this Agreement and the other Credit Documents), Form W-8ECI (relating to all amounts to be received by such Non-U.S. Lender pursuant to this Agreement and the other Credit Documents) or Form W-8IMY (together with any applicable underlying Internal Revenue Service forms, which together entitle such Non-U.S. Lender to a complete exemption from, or a reduced rate of, United States Federal withholding tax on all amounts to be received by such Non-U.S. Lender pursuant to this Agreement and the other Credit Documents), or successor and related applicable forms, as the case may be; or

(ii) in the case of a Non-U.S. Lender that is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code and that does not comply with the requirements of clause (i) hereof, (x) a statement in the form of Exhibit E (or such other form of statement as shall be reasonably requested by the Company from time to time) to the effect that such Non-U.S. Lender is eligible for a complete exemption from, or a reduced rate of, United States federal withholding tax under Section 871(h) or 881(c) of the Code, and (y) two duly completed and signed copies of the applicable Internal Revenue Service Form W 8 or successor and related applicable form;

In addition, each Non-U.S. Lender agrees (i) to deliver to the Company and the Administrative Agent, and if applicable, the assigning Lender (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two further duly completed and signed copies of such Form W-8BEN, W-8IMY or W-8ECI or such other Internal Revenue Service forms required to be delivered pursuant to this subsection 4.19(e), as the case may be, or successor and related applicable forms, on or before the date that any such form expires or becomes obsolete and promptly after the occurrence of any event requiring a change from the most recent form(s) previously delivered by it to the Company and the Administrative Agent (or,

in the case of a Participant, to the Lender from which the related participation shall have been purchased) in accordance with applicable United States laws and regulations, and (ii) to notify promptly the Company and the Administrative Agent (or, in the case of a Participant, the Lender from which the related participation shall have been purchased) if it is no longer able to deliver, or if it is required to withdraw or cancel, any form or statement previously delivered by it pursuant to this subsection 4.19(e). Notwithstanding any other provision of this subsection 4.19, a Non -U.S. Lender shall not be required to deliver any form pursuant to this subsection 4.19 that such Non -U.S. Lender is not legally able to deliver.

(f) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Company is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Company (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's judgment such completion, execution or submission would not materially prejudice the legal or commercial position of such Lender.

(g) Each Lender, Assignee and Participant that is not a Non-U.S. Lender shall, on or before the date that such Lender becomes a party to this Agreement, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (or, in the case of a Participant, to the Lender from whom the related Participation was purchased), two duly completed and signed copies of Internal Revenue Service Form W-9, certifying that such Lender is exempt from United States back-up withholding tax.

(h) The agreements in this subsection 4.19 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

## SECTION 5. REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to each Lender and the Administrative Agent that:

5.1 Financial Condition. (a) The unaudited pro forma consolidated balance sheet of the Company and its Subsidiaries as of April 30, 2010 (including the notes thereto), as filed in the Disclosure Statement on March 15, 2010 (the "Pro Forma Balance Sheet") was prepared in good faith based upon assumptions believed by the Company to be reasonable at the time made in light of the circumstances when made. As of the date of the Pro Forma Balance Sheet, none of the Company or its Subsidiaries had any material obligation, contingent or otherwise, which was not reflected therein or in the notes thereto and which would have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole.

(b) (i) The audited consolidated balance sheet of the Company and its Subsidiaries at December 31, 2009 and the related consolidated statements of operations, stockholders' equity and cash flows for the fiscal year ended on such date, reported on by

Deloitte & Touche LLP and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries at [March 31], 2010 and the related consolidated statements of operations and cash flows for the fiscal period ended on such date, copies of each of which have heretofore been furnished to each Lender (if disclosed in the SEC Filings, such statements are deemed furnished to Lenders), fairly present in all material respects (except, with respect to interim reports, for normal year-end adjustments) the consolidated financial position of each of the Company and its Subsidiaries as at such date, and the consolidated results of their operations and cash flows for the fiscal periods then ended and, in the case of the statements referred to in the foregoing clause (ii), the portion of the fiscal year through such date, in each case, in accordance with GAAP consistently applied throughout the periods involved (except as noted therein).

5.2 Corporate Existence; Compliance with Law. Each Credit Party and its Subsidiaries (a) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) has the corporate power and authority and the legal right to own and operate its property, to lease the property it operates and to conduct the business in which it is currently engaged, except to the extent that the failure to possess such corporate power and authority and such legal right would not, in the aggregate, have a Material Adverse Effect, (c) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect and (d) is in compliance with all applicable Requirements of Law (including, without limitation, occupational safety and health, health care, pension, certificate of need, the Comprehensive Environmental Response, Compensation and Liability Act, any so-called “Superfund” or “Superlien” law, or any applicable federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any Materials of Environmental Concern), except to the extent that the failure to comply therewith would not, in the aggregate, have a Material Adverse Effect. Corporate Power; Authorization. Each Credit Party has the corporate power and authority and the legal right to make, deliver and perform the Reorganization Plan and the Credit Documents to which it is a party; the Company has the corporate power and authority and legal right to maintain the Loans and Letters of Credit hereunder. Each Credit Party has taken all necessary corporate action to authorize the execution, delivery and performance of the Reorganization Plan and the Credit Documents to which it is a party and in case of the Company, to authorize the issuance of the Loans hereunder and the maintenance of Letters of Credit for its account hereunder. No consent or authorization of, or filing with, any Person (including, without limitation, any Governmental Authority) is required in connection with the execution, delivery or performance by any Credit Party, or the validity or enforceability against any Credit Party, of the Reorganization Plan or any Credit Document to the extent that it is a party thereto, or the guarantee of the Obligations pursuant to the Guarantee and Collateral Agreement, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Credit Documents.

5.4 Enforceable Obligations. Each of the Credit Documents has been duly executed and delivered on behalf of each Credit Party party thereto and each of such Credit Documents constitutes the legal, valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws

affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

5.5 No Legal Bar. The performance of each Credit Document, the guarantee of the Obligations pursuant to the Guarantee and Collateral Agreement, the issuance of the Loans and of drawings under the Letters of Credit will not violate any Requirement of Law or any Contractual Obligation applicable to or binding upon any Credit Party, any of its Subsidiaries or any of its properties or assets, which violations, individually or in the aggregate, would have a material adverse effect on the ability of such Credit Party to perform its obligations under the Credit Documents, or which would give rise to any liability on the part of the Administrative Agent or any Lender, or which would have a Material Adverse Effect, and will not result in the creation or imposition (or the obligation to create or impose) of any Lien (other than any Liens created pursuant to the Credit Documents) on any of its or their respective properties or assets pursuant to any Requirement of Law applicable to it or them, as the case may be, or any of its or their Contractual Obligations.

5.6 No Material Litigation. Except as disclosed in the SEC Filings, no litigation or investigation known to the Company through receipt of written notice or proceeding of or by any Governmental Authority or any other Person is pending against any Credit Party or any of its Subsidiaries, (a) with respect to the validity, binding effect or enforceability of any Credit Document, or with respect to the Loans deemed made hereunder, or of any drawings under a Letter of Credit and the other transactions contemplated hereby or thereby, or (b) except as disclosed on Schedule 5.6, which would have a Material Adverse Effect or a material adverse effect on the validity or enforceability of this Agreement, any of the Notes or any of the other Credit Documents or the rights and remedies of the Administrative Agent or the Lenders hereunder or thereunder.

5.7 Investment Company Act. Neither any Credit Party nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" (as each of the quoted terms is defined or used in the Investment Company Act of 1940, as amended).

5.8 Federal Regulation. No part of any drawing under a Letter of Credit will be used for any purpose which violates, or which would be inconsistent with, the provisions of Regulation T, U or X of the Board. Neither the Company nor any of its Subsidiaries is engaged or will engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under said Regulation U.

5.9 No Default. Except as set forth in the SEC Filings made prior to the date hereof or on Schedule 5.9, neither the Company nor any of its Subsidiaries is in default (a) in the payment or performance of any of its or their Contractual Obligations in any respect which would have a Material Adverse Effect, or (b) under any FCC License or any order, award or decree of any Governmental Authority or arbitrator binding upon or affecting it or them or by which any of its or their properties or assets may be bound or affected in any respect which would have a Material Adverse Effect, and no such order, award or decree would materially adversely affect the ability of the Company and its Subsidiaries taken as a whole to carry on their

businesses as presently conducted or the ability of any Credit Party to perform its obligations under any Credit Document to which it is a party.

5.10 Taxes. Each of the Company and its Subsidiaries has filed or caused to be filed or has timely requested an extension to file or has received an approved extension to file all tax returns which, to the knowledge of the Company, are required to have been filed, and has paid all taxes shown to be due and payable on said returns or extension requests or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided in the books of the Company or its Subsidiaries, as the case may be), except any such filings or taxes, fees or charges, the making of or the payment of which, or the failure to make or pay, would not have a Material Adverse Effect; and, to the knowledge of the Company, no claims are being asserted with respect to any such taxes, fees or other charges (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided in the books of the Company or its Subsidiaries, as the case may be), except as to any such taxes, fees or other charges, the payment of which, or the failure to pay, would not have a Material Adverse Effect.

5.11 Subsidiaries. The Subsidiaries of the Company listed on Schedule 5.11(A) constitute all of the Domestic Subsidiaries of the Company and the Subsidiaries listed on Schedule 5.11 (B) constitute all of the Foreign Subsidiaries of the Company as of the Closing Date.

5.12 Ownership of Property; Liens. Except as disclosed in Schedule 8.3 hereof, the Company and each of its Subsidiaries has good and marketable title to, or valid and subsisting leasehold interests in, all its respective material real property, and good title to all its respective material other property, and none of such property is subject, except as permitted hereunder, to any Lien (including, without limitation, and subject to subsection 8.3 hereof, Federal, state and other tax liens).

5.13 Intellectual Property. The Company and each of its Subsidiaries owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No claim that could reasonably be expected to have a Material Adverse Effect has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does the Company or any of its Subsidiaries know of any valid basis for any such claim. The use of Intellectual Property by the Company and any of its Subsidiaries does not infringe on the rights of any Person in any material respect.

5.14 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Company or any of its Subsidiaries pending or, to the knowledge of the Company or its Subsidiaries, threatened; (b) hours worked by and payment made to employees of the Company and any of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due

from the Company or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the Company or its Subsidiaries. ERISA. Except as would not have a Material Adverse Effect: (i) each Credit Party is in compliance with the applicable provisions of ERISA and the provisions of the Code relating to Plans; (ii) no Reportable Event or non-exempt Prohibited Transaction has occurred or is reasonably expected to occur with respect to any Plan; (iii) there has been no determination that any Single Employer Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (iv) no Lien in favor of the PBGC or any Single Employer Plan has been imposed upon any Credit Party that remains unsatisfied; (v) no Credit Party has incurred any Withdrawal Liability that remains unsatisfied; and (vi) no Credit party has received any notice concerning the imposition of Withdrawal Liability or any determination that a Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

5.16 Environmental Matters. (a) Except as disclosed in the SEC Filings, to the Company’s knowledge, the Properties do not contain any Materials of Environmental Concern in concentrations which constitute a violation of, or would reasonably be expected to give rise to liability under, Environmental Laws that would have a Material Adverse Effect.

(b) The Properties and all operations at the Properties are in compliance with all applicable Environmental Laws, except for failure to be in compliance that would not have a Material Adverse Effect, and there is no contamination at, under or about the Properties that would have a Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has received any written notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to the Properties that would have a Material Adverse Effect, nor does the Company have knowledge that any such action is being contemplated, considered or threatened.

(d) There are no judicial proceedings or governmental or administrative actions pending or threatened under any Environmental Law to which the Company or any Subsidiary is or will be named as a party with respect to the Properties that would have a Material Adverse Effect, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders under any Environmental Law with respect to the Properties that would have a Material Adverse Effect.

5.17 Disclosure. None of the written reports, financial statements, certificates or other written information (other than projections, budgets or other estimates or forward-looking statements or information of a general economic or industry nature or reports or studies prepared by third parties that were not expressly commissioned by the Company or its Subsidiaries (collectively, the “Projections”)), taken as a whole, furnished by or on behalf of any Credit Party to the Administrative Agent, any Lender or the Bankruptcy Court prior to the Closing Date in connection with the transactions contemplated by this Agreement or any other Credit Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished prior to the Closing Date) contains any material misstatement of fact or

omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to Projections, the Company represents only that such information was prepared in good faith based upon assumptions believed by the Company to be reasonable at the time such Projections were prepared, it being understood that Projections by their nature are uncertain and no assurance is given that the results reflected in such Projections will be achieved.

5.18 Security Documents. The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). In the case of the Pledged Stock that are Securities (as defined in the UCC) described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent (together with a properly completed and signed stock power or endorsement), and in the case of the other Collateral in which a security interest can be perfected under the relevant UCC by filing a UCC financing statement and described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 5.18 in appropriate form are filed in the offices specified on Schedule 5.18, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock, Liens permitted by subsection 8.3 and, in the case of Collateral consisting of Pledged Stock, inchoate Liens arising by operation of law).

5.19 Solvency. The Credit Parties taken as a whole are Solvent.

## SECTION 6. CONDITIONS PRECEDENT

This Agreement shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with subsection 11.1).

(a) Representations and Warranties. Each of the representations and warranties made by the Company in or pursuant to the Credit Documents shall be true and correct on and as of the Closing Date or, if any such representation or warranty refers to an earlier date, on and as of such date.

(b) No Default as of the Closing Date. No Default or Event of Default shall have occurred and be continuing as of the Closing Date.

(c) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent (or its counsel) shall have received from the Company and the Administrative Agent (i) a counterpart of this Agreement signed on behalf of such party and (ii) the Guarantee and Collateral Agreement executed and delivered by a duly authorized officer of the Company and each Subsidiary Guarantor.

(d) Confirmation Order. The Administrative Agent shall have received a copy of the Confirmation Order, as duly certified and entered on the docket by the clerk of the Bankruptcy Court, which (i) shall be in full force and effect and shall not have been stayed, reversed, modified or amended and (ii) shall approve and authorize the transactions contemplated by this Agreement, the other Credit Documents and the Reorganization Plan and otherwise shall not be inconsistent with the provisions hereof and thereof.

(e) Consents and Approvals. (i) The Administrative Agent shall have received all necessary or required governmental and third party consents and approvals in connection with the Financing Transactions, the continuing operations of the Company, and the Reorganization Plan, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions on this Agreement or the Financing Transactions, (ii) there shall not exist any action, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or Governmental Authority that could reasonably be expected to have a Material Adverse Effect on the Company, this Agreement, the Reorganization Plan or any of the other transactions contemplated hereby, (iii) the Company shall not be in violation of the Communications Act of 1934, or any FCC rule or regulation, such that a violation of which could reasonably be expected to result in a Material Adverse Effect and (iv) the Administrative Agent shall have received a Final Order of the FCC with respect to the Reorganization Plan.

(f) Pro Forma Balance Sheet; Financial Information. The Administrative Agent shall have received a copy of (i) the Pro Forma Balance Sheet, (ii) the financial statements referred to in subsection 5.1(b) and (iii) as soon as available to management, monthly financial data generated by the Company's internal accounting systems for use by senior management for each month ended after the latest fiscal quarter for which financial statements have been provided pursuant to clause (ii) above.

(g) Projections. The Administrative Agent shall have received a copy of the Reorganization Projections.

(h) Minimum Interest Coverage Ratio. The pro forma ratio of Consolidated EBITDA of the Company for the period of twelve consecutive fiscal months most recently ended fiscal quarter prior to the Closing Date for which financial statements are available minus Capital Expenditures for such 12-month period to pro forma Consolidated Interest Expense for the 12-month period commencing on the Closing Date shall be no less than 1.5 to 1.0.

(i) Legal Opinions. The Administrative Agent shall have received, dated the Closing Date and addressed to the Administrative Agent and the Lenders, an opinion of (a) Kirkland & Ellis LLP, counsel to the Company, in form and substance reasonably satisfactory to the Administrative Agent and (b) [Leventhal Senter & Lerman PLLC,] FCC counsel to the Company, each in form and substance reasonably satisfactory to the Administrative Agent, with such changes thereto as may be approved by the Administrative Agent and its counsel. Such opinions shall also cover such other matters incident to the transactions contemplated by this Agreement as the Administrative Agent shall reasonably require.

(j) Closing Certificates. The Administrative Agent shall have received a Closing Certificate of the Company and each Subsidiary Guarantor, dated the Closing Date, substantially in the form of Exhibits B-1 and B-2 hereto, respectively, with appropriate insertions and attachments, reasonably satisfactory in form and substance to the Administrative Agent and its counsel, executed by the Chief Executive Officer or any Vice President and the Secretary or any Assistant Secretary of the Company and each Subsidiary Guarantor respectively.

(k) Fees. The Administrative Agent shall have received for the account of the Lenders, or for its own account, as the case may be, all fees (including the fees referred to in subsection 4.7) payable to the Lenders and the Administrative Agent on or prior to the Closing Date.

(l) Filings. All necessary or advisable filings shall have been duly made or made available to create a perfected first priority Lien on and security interest in all Collateral in which a security interest can be perfected by filing a UCC-1 financing statement, and all such Collateral shall be free and clear of all Liens, except Liens permitted by subsection 8.3.

(m) Lien Searches. The Administrative Agent shall have received the results of a recent Lien search with respect to each Credit Party, and such search shall reveal no Liens on any of the assets of the Credit Parties except for Liens permitted by subsection 8.3 or otherwise reasonably acceptable to the Administrative Agent or discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(n) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received the certificates representing the shares pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, and any other promissory note pledged pursuant to the Guarantee and Collateral Agreement, endorsed in blank by a duly authorized officer of the pledgor thereof.

(o) Organizational Documents. The Administrative Agent shall have received true and correct copies of the Certificate of Incorporation and By-laws of each Credit Party, certified as to authenticity by the Secretary or Assistant Secretary of each such Credit Party.

(p) Corporate Documents. The Administrative Agent shall have received copies of certificates from the Secretary of State or other appropriate authority of such jurisdiction, evidencing good standing of each Credit Party in its jurisdiction of incorporation and in each state where the ownership, lease or operation of property or the conduct of business requires it to qualify as a foreign corporation except where the failure to so qualify would not have a Material Adverse Effect.

(q) Solvency Certificate. The Administrative Agent shall have a solvency certificate from the Chief Financial Officer of the Company.

(r) Insurance Certificate. The Administrative Agent shall have received insurance certificates satisfying the requirements of the Guarantee and Collateral Agreement.

(s) Ratings. The Company shall have used commercially reasonable efforts to obtain a corporate family rating and a rating for the Loans from each of Moody's Investors Service, Inc. and Standard & Poor's Ratings Group.

(t) L/C Cash Collateral. The Company shall have provided the L/C Cash Collateral required under Section 3.

## SECTION 7. AFFIRMATIVE COVENANTS

From and after the Closing Date, the Company hereby agrees that, so long as any Loan or Note or L/C Obligation remains outstanding and unpaid, any amount remains available to be drawn under any Letter of Credit or any other amount is owing to any Lender, the Issuing Lender or the Administrative Agent hereunder, it shall, and, in the case of the agreements contained in subsections 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.10, 7.11 and 7.12 cause each of its Subsidiaries to:

7.1 Financial Statements. Furnish to the Administrative Agent (with sufficient copies for each Lender) or otherwise make available as described in the last sentence of subsection 7.2:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Company, a copy of the consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of operations, stockholders' equity and cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by certified public accountants of nationally recognized standing not unacceptable to the Administrative Agent; and

(b) as soon as available, but in any event not later than 60 days after the end of each of the first three quarterly periods of each fiscal year of the Company (and an additional 30 days for the first such delivery after the Closing Date), the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries at the end of such quarter and the related unaudited consolidated statements of operations and cash flows of the Company and its consolidated Subsidiaries for such applicable period and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form, the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes);

all financial statements shall be prepared in reasonable detail in accordance with GAAP (provided, that interim statements may be condensed and may exclude detailed footnote disclosure and are subject to year end adjustment) applied consistently throughout the periods reflected therein and with prior periods (except as concurred in by such accountants or officer, as the case may be, and disclosed therein and except that interim financial statements need not be restated for changes in accounting principles which require retroactive application, and operations which have been discontinued (as defined in ASC 360, "Property, Plant and

Equipment”) during the current year need not be shown in interim financial statements as such either for the current period or comparable prior period).

In the event the Company changes its accounting methods because of changes in GAAP, or any change in GAAP occurs which increases or diminishes the protection and coverage afforded to the Lenders under current GAAP accounting methods, the Company or the Administrative Agent, as the case may be, may request of the other parties to this Agreement an amendment of the financial covenants contained in this Agreement to reflect such changes in GAAP and to provide the Lenders with protection and coverage equivalent to that existing prior to such changes in accounting methods or GAAP, and each of the Company, the Administrative Agent and the Lenders agree to consider such request in good faith.

Documents required to be delivered pursuant to this subsection 7.1 and subsection 7.2 below (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Company posts such documents, or provides a link thereto, on the Company’s website on the Internet at [www.citadelbroadcasting.com](http://www.citadelbroadcasting.com) or (ii) on which such documents are posted on the Company’s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (x) in each case, the Company shall notify the Administrative Agent of the posting of any such documents and (y) in the case of documents required to be delivered pursuant to subsection 7.2, at the request of the Administrative Agent, the Company shall furnish to the Administrative Agent a hard copy of such document.

7.2 Certificates; Other Information. Furnish to the Administrative Agent (with sufficient copies for each Lender) or otherwise make available as described in the last sentence of subsection 7.2:

(a) concurrently with the delivery of the consolidated financial statements referred to in subsection 7.1(a), a letter from the independent certified public accountants reporting on such financial statements stating that in making the examination necessary to express their opinion on such financial statements no knowledge was obtained of any Default or Event of Default, except as specified in such letter; provided, that this delivery shall not be required if such accountants do not provide such letters generally;

(b) concurrently with the delivery of the financial statements referred to in subsections 7.1(a) and 7.1(b), a certificate of the Responsible Officer of the Company (i) stating that, to the best of such officer’s knowledge, each of the Company and their respective Subsidiaries has observed or performed all of its covenants and other agreements, and satisfied every applicable condition, contained in this Agreement, the Notes and the other Credit Documents to be observed, performed or satisfied by it, and that such officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) showing in detail as of the end of the related fiscal period the figures and calculations supporting such statement in respect of subsection 8.1, clauses (e), (g) and (h) of subsection 8.2, clauses (e), (p) and (q) of subsection 8.6, clauses (k), (l) and (m) of subsection 8.7, clause (b) of subsection 8.8 and subsection 8.11.

(c) promptly upon receipt thereof, copies of all final reports submitted to the Company by independent certified public accountants in connection with each annual, interim or special audit of the books of the Company made by such accountants, including, without limitation, any final comment letter submitted by such accountants to management in connection with their annual audit;

(d) promptly upon their becoming available, copies of all financial statements, reports, notices and proxy statements and all regular and periodic reports and all final registration statements and final prospectuses, if any, filed by the Company or any of their respective Subsidiaries with any securities exchange or with the Securities and Exchange Commission or any Governmental Authority succeeding to any of its functions;

(e) concurrently with the delivery of the financial statements referred to in subsections 7.1(a) and 7.1(b), a management summary describing and analyzing the performance of the Company and its Subsidiaries during the periods covered by such financial statements; provided, however, that such management summary need not be furnished so long as the Company is a reporting company under the Securities Exchange Act of 1934, as amended;

(f) concurrently with the delivery of the consolidated financial statements referred to in subsection 7.1(a), but in any event within 90 days after the beginning of each fiscal year of the Company to which such budget relates, an annual operating budget of the Company and its Subsidiaries, on a consolidated basis;

(g) promptly following any request by the Administrative Agent therefor, copies of (i) any documents described in Section 101(k) of ERISA that a Credit Party may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l) of ERISA that a Credit Party may request with respect to any Multiemployer Plan; provided, that if a Credit Party has not requested such documents or notices from such Multiemployer Plan, the Company shall promptly make a request for such documents or notices from the administrator or sponsor of such Multiemployer Plan and shall provide copies of such documents and notices promptly after receipt thereof;

(h) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

The requirements of subsections 7.1 and 7.2 above shall be deemed to be satisfied if the Company shall have made such materials available to the Administrative Agent, including by electronic transmission, within the time periods specified therefor and pursuant to procedures approved by the Administrative Agent, or by filing such materials by electronic transmission with the Securities and Exchange Commission, in which case “delivery” of such statements for purposes of subsections 7.2(a) and 7.1(b) shall mean making such statements available in such fashion.

7.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of its obligations and liabilities (including taxes) of whatever nature, except (a) when the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity

with GAAP with respect thereto have been provided on the books of the Company or any of its Subsidiaries, as the case may be, (b) for delinquent obligations which do not have a Material Adverse Effect and (c) for trade and other accounts payable in the ordinary course of business in accordance with customary trade terms and which are not overdue for a period of more than 90 days (or any longer period if longer payment terms are accepted in the ordinary course of business) or, if overdue for more than 90 days (or such longer period), as to which a dispute exists and adequate reserves in conformity with GAAP have been established on the books of the Company and its Subsidiaries, as the case may be.

7.4 Conduct of Business; Maintenance of Existence; Compliance. Continue to engage in business of the same general type as now conducted by it, and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges, franchises, accreditations, certifications, authorizations, licenses, permits, approvals and registrations, necessary or desirable in the normal conduct of its business except for rights, privileges, franchises, accreditations, certifications, authorizations, licenses, permits, approvals and registrations the loss of which would not in the aggregate have a Material Adverse Effect, and except as otherwise permitted by subsections 8.5, 8.6(p) and (q) and 8.7; and comply with all applicable Requirements of Law and Contractual Obligations except to the extent that the failure to comply therewith would not, in the aggregate, have a Material Adverse Effect.

7.5 Maintenance of Property; Insurance. (a) Keep all property useful and necessary in its business in good working order and condition (ordinary wear and tear excepted); and (b) Maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and with only such deductibles as are usually maintained by, and against at least such risks as are usually insured against in the same general area by, companies engaged in the same or a similar business (in any event including general liability, personal injury, workers' compensation, employers' liability, automobile liability and physical damage coverage, all risk property, business interruption, and crime insurance); provided that the Company may implement programs of self insurance in the ordinary course of business and in accordance with industry standards for a company of similar size so long as reserves are maintained in accordance with GAAP for the liabilities associated therewith.

7.6 Inspection of Property; Books and Records; Discussions. Keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities which permit financial statements to be prepared in conformity with GAAP and all Requirements of Law; and permit representatives of the Administrative Agent upon reasonable notice to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired upon reasonable notice (but no more than once per annum unless an Event of Default has occurred and is continuing), and to discuss the business, operations, properties and financial and other condition of the Company and its Subsidiaries with officers and employees thereof and with their independent certified public accountants (with, at the option of the Company, an officer of the Company present).

7.7 Notices. Promptly give notice to the Administrative Agent (who shall deliver to each Lender):

(a) of the occurrence of any Default or Event of Default;

(b) of any (i) default or event of default under any instrument or other agreement, guarantee or collateral document of the Company or any of its Subsidiaries which default or event of default has not been waived and would have a Material Adverse Effect, or any other default or event of default under any such instrument, agreement, guarantee or other collateral document which, but for the proviso to clause (e) of Section 9, would have constituted a Default or Event of Default under this Agreement, or (ii) litigation, investigation or proceeding which may exist at any time between the Company or any of its respective Subsidiaries and any Governmental Authority, or receipt of any notice of any environmental claim or assessment against the Company or any of its respective Subsidiaries by any Governmental Authority, which in any such case would have a Material Adverse Effect;

(c) of any litigation or proceeding affecting the Company or any of its Subsidiaries (i) in which more than \$25,000,000 of the amount claimed is not covered by insurance or (ii) in which injunctive or similar relief is sought which if obtained would have a Material Adverse Effect;

(d) of the occurrence of any Reportable Event that, alone or together with any other Reportable Events that have occurred, would reasonably be expected to result in a Material Adverse Effect, and in addition to such notice, deliver to the Administrative Agent and each Lender whichever of the following may be applicable: (A) a certificate of the Responsible Officer of the Company setting forth details as to such Reportable Event and the action that the Company proposes to take with respect thereto, together with a copy of any notice of such Reportable Event that may be required to be filed with the PBGC, or (B) any notice delivered by the PBGC in connection with such Reportable Event; and

(e) of a material adverse change known to the Company or any of its Subsidiaries in the business, financial condition, assets, liabilities, net assets, properties, results of operations, or value of the Company and its Subsidiaries taken as a whole.

Each notice pursuant to this subsection 7.7 shall be accompanied by a statement of the Responsible Officer of the Company setting forth details of the occurrence referred to therein and (in the cases of clauses (a) through (e)) stating what action the Company proposes to take with respect thereto.

7.8 Environmental Laws. Except to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Comply with, and take commercially reasonable steps to cause all tenants and subtenants, if any, to comply with, all applicable Environmental Laws, and obtain and comply with and maintain, and take commercially reasonable steps to cause all tenants and subtenants to obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly

comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

7.9 Interest Rate Protection. At the option of the Company, in consultation with the Administrative Agent, enter into Swap Agreements to provide that a portion of the Loans is subject to either a fixed interest rate or interest rate protection for a period to be determined by the Company in consultation with the Administrative Agent, which Swap Agreements (if entered into) shall have terms and conditions reasonably satisfactory to the Administrative Agent.

7.10 Additional Subsidiary Guarantors; Pledge of Stock of Additional Subsidiaries; Additional Collateral, etc. (a) With respect to any new Subsidiary (other than a Foreign Subsidiary) created or acquired after the Closing Date (including as a result of the consummation of any Permitted Acquisition), promptly cause such Subsidiary, to become a party to the Guarantee and Collateral Agreement which shall be accompanied by such resolutions, incumbency certificates and legal opinions as are reasonably requested by the Administrative Agent and its counsel.

(b) (i) Pledge the capital stock, or other equity interests and intercompany indebtedness, owned by the Company or any of its Subsidiaries (other than a Foreign Subsidiary) that is created or acquired after the Closing Date pursuant to the Guarantee and Collateral Agreement (it being understood and agreed that, notwithstanding anything that may be to the contrary herein, this subsection 7.10(b) shall not require the Company or any of its Subsidiaries to pledge (x) more than 65% of the outstanding voting stock of any of its Foreign Subsidiaries or (y) any capital stock or other equity interests of a Foreign Subsidiary which is owned by a Foreign Subsidiary thereof and (ii) with regard to any property acquired by the Company or any Subsidiary Guarantor after the Closing Date (other than property described in paragraphs (b)(i) or (c)) (x) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in such property in accordance with the Guarantee and Collateral Agreement and (y) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent.

(c) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$2,000,000 acquired after the Closing Date by the Company or any Subsidiary Guarantor (unless subject to a Lien permitted under subsections 8.3(f) or 8.3(h)), promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate, in each case, if available, and (y) any consents or estoppels reasonably deemed necessary or advisable by

the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

7.11 Broadcast License Subsidiaries. (a) The Company shall, unless the Company shall reasonably determine with the consent of the Administrative Agent (such consent not to be unreasonably withheld) that doing so would cause undue expense or effort for the Company, cause all FCC Licenses to be held at all times by one or more Broadcast License Subsidiaries.

(b) The Company shall ensure that each Broadcast License Subsidiary engages only in the business of holding FCC Licenses and rights and activities related thereof.

(c) The Company shall ensure that the property of each Broadcast License Subsidiary is not commingled with the property of the Company and any Subsidiary other than Broadcast License Subsidiaries or otherwise remains clearly identifiable.

(d) The Company shall ensure that no Broadcast License Subsidiary has any Indebtedness or other liabilities except under the guarantees and liabilities expressly permitted to be incurred in accordance with the definition of "Broadcast License Subsidiary".

7.12 Account Control Agreements. As promptly as possible, and in any event within 45 days following the Closing Date (or such later date as is satisfactory to the Administrative Agent in its sole discretion), the Company and each other Credit Party shall execute and deliver to the Administrative Agent account control agreements with respect to deposit accounts of the Credit Parties containing at least 80% of the consolidated cash and Cash Equivalents of the Company pursuant to which a first priority perfected security interest shall be created in favor of the Administrative Agent in such deposit accounts and all amounts on deposit therein. Thereafter, the Company shall cause at least 80% of the cash and Cash Equivalents of the Company and its Subsidiaries to be held in deposit accounts which are subject to such control agreements. The Lenders and the Administrative Agent acknowledge that such account control agreements shall be on the form provided by the respective account holding bank and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

## SECTION 8. NEGATIVE COVENANTS.

From and after the Closing Date, the Company hereby agrees that it shall not, and shall not permit any of its Subsidiaries to, directly or indirectly so long as any Loan or Note or L/C Obligation remains outstanding and unpaid, any amount remains available to be drawn under any Letter of Credit or any other amount is owing to any Lender, the Issuing Lender or the Administrative Agent hereunder:

8.1 Financial Condition Covenants. (a) Permit, as of the last day of any fiscal quarter of the Company, the Consolidated Total Leverage Ratio for the period of four consecutive fiscal quarters ended on such day to be more than the ratio set forth opposite such period below:

Period Ending	Ratio
September 30, 2010	5.25 to 1.0
December 31, 2010	5.25 to 1.0
March 31, 2011	5.25 to 1.0
June 30, 2011	4.75 to 1.0
September 30, 2011	4.25 to 1.0
December 31, 2011	4.25 to 1.0
March 31, 2012	4.25 to 1.0
June 30, 2012	4.25 to 1.0
September 30, 2012	4.25 to 1.0
December 31, 2012	3.75 to 1.0
March 31, 2013	3.75 to 1.0
June 30, 2013	3.75 to 1.0
September 30, 2013	3.75 to 1.0
December 31, 2013	3.50 to 1.0
March 31, 2014	3.50 to 1.0
June 30, 2014	3.50 to 1.0
September 30, 2014	3.50 to 1.0
December 31, 2014 and thereafter	3.00 to 1.0

(b) Permit, as of the last day of any fiscal quarter of the Company, the Consolidated Interest Coverage Ratio for the period of four consecutive fiscal quarters ended on such day to be less than the ratio set forth opposite such period below:

Period Ending	Ratio
September 30, 2010	1.75 to 1.0
December 31, 2010	1.75 to 1.0
March 31, 2011	1.75 to 1.0
June 30, 2011	1.75 to 1.0
September 30, 2011	2.00 to 1.0
December 31, 2011	2.00 to 1.0
March 31, 2012	2.00 to 1.0
June 30, 2012	2.00 to 1.0
September 30, 2012	2.00 to 1.0
December 31, 2012	2.25 to 1.0
March 31, 2013	2.25 to 1.0
June 30, 2013	2.25 to 1.0
September 30, 2013	2.25 to 1.0
December 31, 2013	2.50 to 1.0
March 31, 2014	2.50 to 1.0
June 30, 2014	2.50 to 1.0
September 30, 2014	2.50 to 1.0

December 31, 2014 and thereafter      3.00 to 1.0

8.2      Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a)      Indebtedness of the Company and its Subsidiaries in connection with the Letters of Credit and this Agreement;

(b)      Indebtedness of (i) the Company to any Subsidiary and (ii) any Subsidiary to the Company or any other Subsidiary to the extent the Indebtedness referred to in this clause (b)(ii) evidences a loan or advance permitted under subsection 8.7;

(c)      Indebtedness in respect of derivatives contracts permitted by subsection 8.11;

(d)      Indebtedness consisting of reimbursement obligations under surety, indemnity, performance, release and appeal bonds and guarantees thereof and letters of credit required in the ordinary course of business or in connection with the enforcement of rights or claims of the Company or its Subsidiaries, in each case to the extent a Letter of Credit supports in whole or in part the obligations of the Company and its Subsidiaries with respect to such bonds, guarantees and letters of credit;

(e)      other Indebtedness of the Company or any of its Subsidiaries in an aggregate principal amount not to exceed \$25,000,000 at any time; provided that (i) such Indebtedness has a final maturity after the Maturity Date, (ii) such Indebtedness contains terms that are no more restrictive than those set forth in this Agreement and (iii) at the time of the incurrence of such Indebtedness and after giving effect to the application of proceeds, the Consolidated Total Leverage Ratio as of the most recently completed period of four consecutive fiscal quarters ending prior to such incurrence for which the financial statements required by subsections 7.1, determined after giving pro forma effect to such transaction and to any other event occurring after such period as to which pro forma recalculation is appropriate (including any other transaction described in subsections 8.6 and 8.7 occurring after such period) as if such incurrence had occurred as of the first day of such period, shall be equal to or less than the then applicable Consolidated Total Leverage Ratio level, pursuant to subsection 8.1(a). All pro forma calculations required to be made pursuant to this paragraph shall (x) include only those adjustments that are based on reasonably detailed written assumptions reasonably acceptable to the Administrative Agent and (y) be certified to by a Responsible Officer as having been prepared in good faith based upon reasonable assumptions;

(f)      existing Indebtedness of the Company or any of its Subsidiaries listed on Schedule 8.2 hereto including any extension or renewals or refinancing thereof, provided the principal amount thereof is not increased;

(g)      Permitted Acquisition Debt in an aggregate principal amount not to exceed \$75,000,000 outstanding at any time;

(h) letters of credit of the Company and its Subsidiaries; provided that the sum of (i) aggregate face amount of such letters of credit and (ii) the L/C Exposure shall not exceed \$15,000,000 outstanding at any time; and

(i) Indebtedness consisting of promissory notes issued by the Company and its Subsidiaries to current or former directors, officers, employees, members of management or consultants of such person (or their respective estate, heirs, family members, spouse or former spouse) to finance the repurchase of shares of the Company permitted by subsection 8.8.

8.3 Limitation on Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets, income or profits, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments or other governmental charges not yet due and payable or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Company or such Subsidiary, as the case may be, in accordance with GAAP;

(b) carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other like Liens arising in the ordinary course of business in respect of obligations which are not yet due and payable or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Company or such Subsidiary, as the case may be, in accordance with GAAP;

(c) pledges or deposits in connection with workmen's compensation, unemployment insurance and other social security legislation;

(d) easements, right-of-way, zoning and similar restrictions and other similar encumbrances or title defects incurred, or leases or subleases granted to others, in the ordinary course of business, which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or do not interfere with or adversely affect in any material respect the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole;

(e) Liens in favor of the Lenders pursuant to the Credit Documents and bankers' liens arising by operation of law;

(f) Liens on assets of entities or Persons which become Subsidiaries of the Company after the date hereof; provided that such Liens exist at the time such entities or Persons become Subsidiaries and are not created in anticipation thereof;

(g) Liens on documents of title and the property covered thereby securing Indebtedness in respect of the Letters of Credit which are Commercial L/Cs;

(h) Liens securing any Indebtedness permitted under subsection 8.2(e); provided that (i) the aggregate principal amount of Indebtedness secured by such Liens shall at no time exceed \$25,000,000, and (ii) no such Liens shall encumber any capital stock or other equity interests of the Company or any of their Subsidiaries;

(i) existing Liens described in Schedule 8.3 and renewals thereof in amounts not to exceed the amounts listed on such Schedule 8.3;

(j) Liens securing arrangements permitted by the proviso contained in subsection 8.12;

(k) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, licenses, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(l) Liens securing Indebtedness owing to the Company or any Subsidiary Guarantor under subsection 8.2(b)(ii);

(m) Liens securing Permitted Acquisition Debt; and

(n) Liens in respect of the L/C Cash Collateral and any cash collateral provided to secure letters of credit permitted by subsection 8.2(h).

8.4 Limitation on Contingent Obligations. Create, incur, assume or suffer to exist any Contingent Obligation except:

(a) guarantees of obligations to third parties made in the ordinary course of business in connection with relocation of employees of the Company or any of its Subsidiaries;

(b) guarantees by the Company and its Subsidiaries incurred in the ordinary course of business for an aggregate amount not to exceed \$10,000,000 at any one time;

(c) existing Contingent Obligations described in Schedule 8.4 including any extensions or renewals thereof;

(d) Contingent Obligations in respect of derivatives contracts permitted by subsection 8.11;

(e) Contingent Obligations pursuant to the Guarantee and Collateral Agreement; and

(f) guarantees by the Company of (i) Indebtedness of its Subsidiaries permitted under subsection 8.2(e) and (ii) other obligations of Subsidiaries not prohibited hereunder.

8.5 Prohibition of Fundamental Changes. Enter into any transaction of acquisition of, or merger or consolidation or amalgamation with, any other Person (including any Subsidiary or Affiliate of the Company or any of its Subsidiaries), or transfer all or substantially all of its assets to any Foreign Subsidiary, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or engage in any type of business other than of the same general type now conducted by it and businesses related, incidental or complementary thereto, except for (a) the transactions otherwise permitted pursuant to subsections 8.6 and 8.7; provided that the Company may not merge, consolidate or amalgamate with any Person and (b) the liquidation or

dissolution of any Subsidiary of the Company if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders.

8.6 Prohibition on Sale of Assets. Convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including, without limitation, tax benefits, receivables and leasehold interests), whether now owned or hereafter acquired except:

(a) for the sale or other disposition of any tangible personal property that, in the reasonable judgment of the Company, has become uneconomic, obsolete or worn out, and which is disposed of in the ordinary course of business;

(b) for sales of inventory made in the ordinary course of business;

(c) any Subsidiary of the Company may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Company or a wholly-owned Domestic Subsidiary of the Company (including by way of merging such Subsidiary into another wholly-owned Domestic Subsidiary or the Company) or make any investment permitted by subsection 8.7, and any Subsidiary of the Company may sell or otherwise dispose of, or part with control of any or all of, the stock of any Subsidiary to a wholly-owned Domestic Subsidiary of the Company or to any other Subsidiary to the extent such transfer constitutes an investment permitted by subsection 8.7; provided that in either case such transfer shall not cause such wholly-owned Domestic Subsidiary to become a Foreign Subsidiary and provided further that no such transaction may be effected if it would result in the transfer of any assets of, or any stock of, a Subsidiary to another Subsidiary whose capital stock has not been pledged to the Administrative Agent or which has pledged a lesser percentage of its capital stock to the Administrative Agent than was pledged by the transferor Subsidiary unless, in any such case, after giving effect to such transaction, the stock of such other Subsidiary is not required to be pledged under the definition of Guarantee and Collateral Agreement or under subsection 7.10(b);

(d) any Foreign Subsidiary of the Company may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or by merger, consolidation, transfer of assets, or otherwise) to the Company or a wholly-owned Subsidiary of the Company and any Foreign Subsidiary of the Company may sell or otherwise dispose of, or part control of any or all of, the capital stock of, or other equity interests in, any Foreign Subsidiary of the Company to a wholly-owned Subsidiary of the Company; provided that in either case such transfer shall not cause a Domestic Subsidiary to become a Foreign Subsidiary;

(e) for the sale or other disposition by the Company or any of its Subsidiaries of other assets consummated after the Closing Date, provided that (i) such sale or other disposition shall be made for fair value on an arm's-length basis, (ii) if the consideration for such sale or other disposition exceeds \$15,000,000, the consideration for such sale or other disposition consists of at least 75% in cash and Cash Equivalents, (iii) the Net Proceeds from such sale or other disposition shall be applied in accordance with the provisions of subsection 4.4 and (iv) the fair market value of all assets disposed of in reliance on this clause (e) after the Closing Date shall not exceed \$75,000,000 in the aggregate in any fiscal year of the Company;

(f) for the sale or other disposition by the Company or any of its Subsidiaries (or a divestiture trust in which such assets are held) after the Closing Date of Stations (and related assets) listed on Schedule 8.16 held in trust pursuant to rule, regulation or order of the Federal Communications Commission to the extent such sale or other disposition is required by applicable law or rule, regulation or order of the Federal Communications Commission, provided that (i) any such sale or other disposition shall be made for fair value on an arms' length basis, (ii) if the consideration for such sale or other disposition exceeds \$15,000,000, the consideration for such sale or other disposition consists of at least 75% in cash and Cash Equivalents, and (iii) the Net Proceeds from such sale or other disposition shall be applied in accordance with subsection 4.4;

(g) dispositions of past due accounts receivable in connection with the collection, write down or compromise thereof;

(h) leases, subleases, or sublicenses of property, and dispositions of intellectual property in the ordinary course of business, in each case that do not materially interfere with the business of the Company and its Subsidiaries, and dispositions of intellectual property under a research or development agreement in which the other party receives a license to intellectual property that results from such agreement;

(i) transfers of property subject to any casualty event, including any condemnation, taking or similar event and any destruction, damage or any other casualty loss;

(j) dispositions in the ordinary course of business consisting of the abandonment of intellectual property which, in the reasonable good faith determination of the Company or any of its Subsidiaries, are uneconomical, negligible, obsolete or otherwise not material in the conduct of its business;

(k) sales of immaterial non-core assets acquired in connection with a Permitted Acquisition which are not used in the business of the Credit Parties, provided that the aggregate amount of non-core asset sales permitted under this clause (k) shall not exceed \$5,000,000 in any fiscal year.

(l) any disposition of real property to a Governmental Authority as a result of a condemnation of such real property;

(m) exclusive or non-exclusive licenses or similar agreements in respect of intellectual property;

(n) forgiveness of any loans or advances made pursuant to subsection 8.7(f);

(o) any disposition, assignment or writedown of the Gleiser Note;

(p) sales, transfers and other dispositions of assets to the extent such assets are exchanged substantially simultaneously for replacement assets, provided that (i) no cash consideration is given by the Company or its Subsidiaries and (ii) after giving effect to such asset swap, the Consolidated Total Leverage Ratio, recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements are available as if such asset

swap had occurred on the first day of such period for purposes of calculating Consolidated EBITDA and using Consolidated Total Indebtedness as of the date of, and after giving effect to such asset swap, shall not exceed the Consolidated Total Leverage Ratio immediately prior to giving effect to such asset swap (calculated on a pro forma basis in the same manner, but without giving effect to such asset swap) (each such asset swap, a “Permitted Asset Swap”); and

(q) other asset swaps which are not Permitted Asset Swaps; provided that (i) immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, (ii) the aggregate amount of acquisitions made pursuant to subsection 8.7(k) and asset swaps under this clause (q) shall not exceed an amount equal to (x) \$40,000,000 plus (y) Cumulative Retained Excess Cash Flow to the extent not used to finance Restricted Payments pursuant to subsection 8.8(b), (iii) the aggregate amount of cash and Cash Equivalents of the Company, after giving pro forma effect to such asset swap, shall not be less than \$25,000,000, (iv) after giving effect to such asset swap, the Consolidated Total Leverage Ratio, recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements are available as if such asset swap had occurred on the first day of such period for purposes of calculating Consolidated EBITDA and using Consolidated Total Indebtedness as of the date of, and after giving effect to, such asset swap, shall be at least 0.50x lower than the Consolidated Total Leverage Ratio level applicable under subsection 8.1(a) for such date and (v) the Company has delivered to the Administrative Agent a certificate of a Responsible Officer to the effect set forth in clauses (i) through (iv) above, together with all relevant financial information for the assets to be acquired.

8.7 Limitation on Investments, Loans and Advances. Make any advance, loan, extension of credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of, or any assets constituting a business unit of, or make or maintain any other investment in, any Person (all of the foregoing, “Investments”), except:

(a) (i) loans or advances in respect of intercompany accounts attributable to the operation of the Company’s cash management system and (ii) loans or advances by the Company or any of its Subsidiaries to a Subsidiary Guarantor (or a Subsidiary that would be a Subsidiary Guarantor but for the lapse of time until such Subsidiary is required to be a Subsidiary Guarantor);

(b) Investments in Subsidiaries of the Company that are not Subsidiary Guarantors (or a Subsidiary that would be a Subsidiary Guarantor but for the lapse of time until such Subsidiary is required to be a Subsidiary Guarantor) and that do not directly or indirectly own any interest in, or operate or manage, a Station; provided that at all times the aggregate amount of all such Investments shall not exceed \$20,000,000;

(c) Investments, not otherwise described in this subsection 8.7, in Subsidiary Guarantors (or a Subsidiary that would be a Subsidiary Guarantor but for the lapse of time until such Subsidiary is required to be a Subsidiary Guarantor) that otherwise are not prohibited under the terms of this Agreement;

(d) any Subsidiary of the Company may make Investments in the Company (by way of capital contribution or otherwise);

(e) the Company and its Subsidiaries may invest in, acquire and hold (i) Cash Equivalents and cash and (ii) other cash equivalents invested in or held with any financial institutions to the extent such amounts under this clause (ii) do not exceed \$1,000,000 per individual institution and \$5,000,000 in the aggregate at any one time;

(f) the Company or any of its Subsidiaries may make travel and entertainment advances and relocation loans in the ordinary course of business to officers, employees and agents of the Company or any such Subsidiary;

(g) the Company or any of its Subsidiaries may make payroll advances in the ordinary course of business;

(h) the Company or any of its Subsidiaries may acquire and hold receivables owing to it, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms (provided that nothing in this clause shall prevent the Company or any Subsidiary from offering such concessionary trade terms, or from receiving such investments or any other investments in connection with the bankruptcy or reorganization of their respective suppliers or customers or the settlement of disputes with such customers or suppliers arising in the ordinary course of business, as management deems reasonable in the circumstances);

(i) the Company and its Subsidiaries may make Investments in connection with asset sales permitted by subsection 8.6 or to which the Required Lenders consent;

(j) existing Investments of the Company described in Schedule 8.7;

(k) the Company and its Subsidiaries may make non-hostile acquisitions (by merger, purchase, lease (including any lease that contains up-front payments and/or buyout options) or otherwise) of any business, division or line of business or at least 80% of the outstanding capital stock or other equity interests of any corporation or other entity, as long as (i) the acquisition or investment is in a similar, complementary or incidental line of business as conducted by the Company and its Subsidiaries on the Closing Date, (ii) immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, (iii) the aggregate amount of asset swaps made pursuant to subsection 8.6(q) and acquisitions under this clause (k) shall not exceed an amount equal to (x) \$40,000,000 plus (y) Cumulative Retained Excess Cash Flow to the extent not used to finance Restricted Payments pursuant to subsection 8.8(b), (iv) the aggregate amount of cash and Cash Equivalents of the Company, after giving pro forma effect to the acquisition, shall not be less than \$25,000,000, (v) after giving effect to such acquisition, the Consolidated Total Leverage Ratio, recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements are available as if such acquisition had occurred on the first day of such period for purposes of calculating Consolidated EBITDA and using Consolidated Total Indebtedness as of the date of, and after giving effect to, such acquisition, shall be at least 0.50x lower than the Consolidated Total Leverage Ratio level applicable under subsection 8.1(a) for such date and (vi) the Company has delivered to the Administrative Agent a certificate of a Responsible Officer to the effect set forth in clauses (i) through (v) above, together with all relevant financial information for the Person or

assets to be acquired (any acquisition satisfying clauses (i) through (vi), a “Permitted Acquisition”)

(l) the Company and its Subsidiaries may make loans or advances to, or acquisitions or other Investments in, other Persons (exclusive of Persons which are, or become, Foreign Subsidiaries) that constitute or are in connection with joint ventures, provided the consideration paid by the Company or any of its Subsidiaries in all such transactions after the Closing Date (net, in the case of Investments and other transfers, of any repayments or return of capital in respect thereof actually received in cash by the Company or its Subsidiaries (net of applicable taxes) after the Closing Date), does not exceed in the aggregate \$5,000,000;

(m) the Company and its Subsidiaries may make loans or advances to, or other Investments in, or otherwise transfer funds (including without limitation by way of repayment of loans or advances) to, Foreign Subsidiaries (including new Foreign Subsidiaries); provided that the consideration paid by the Company or any of its Subsidiaries in all transactions after the Closing Date (net, in the case of loans, advances, investments and other transfers, of any repayments or return of capital in respect thereof actually received in cash by the Company or its Subsidiaries (net of applicable taxes) after the Closing Date) does not exceed in the aggregate \$5,000,000;

(n) the Company or any of its Subsidiaries may acquire obligations of one or more directors, officers, employees, members or management or consultants of any of the Company or its Subsidiaries in connection with such person’s acquisition of shares of the Company, so long as no cash is actually advanced by the Company or any of its Subsidiaries to such persons in connection with the acquisition of any such obligations;

(o) the Company and its Subsidiaries may acquire assets with the Net Proceeds from Asset Sales in accordance with the reinvestment rights provided under subsection 4.4(c); and

(p) the Company and its Subsidiaries may acquire assets under a Permitted Asset Swap or an asset swap permitted by subsection 8.6(q).

8.8 Limitation on Dividends. Declare any dividends on any shares of any class of stock, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any shares of any class of stock, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Company or any of its Subsidiaries (all of the foregoing being referred to herein as “Restricted Payments”); except that:

(a) Subsidiaries may pay dividends directly or indirectly to the Company or to Domestic Subsidiaries which are directly or indirectly wholly-owned by the Company, and Foreign Subsidiaries may pay dividends directly or indirectly to Foreign Subsidiaries which are directly or indirectly wholly-owned by the Company;

(b) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) the Company is in pro forma compliance with the applicable Consolidated

Total Leverage Ratio as of the most recently completed period of four consecutive fiscal quarters ending prior to such Restricted Payment for which the financial statements and certificates required by subsections 7.1 and 7.2 have been delivered, determined after giving pro forma effect to such Restricted Payment as if such Restricted Payment had occurred as of the first day of such period, and using Consolidated Total Indebtedness as of the date of, and after giving effect to, such Restricted Payment, the Company may pay dividends and repurchase shares of any class of capital stock in an aggregate amount not to exceed the sum of (x) \$25,000,000 plus (y) Cumulative Retained Excess Cash Flow to the extent not used to finance a Permitted Acquisition or asset swap pursuant to subsection 8.6(q);

(c) so long as no Default or Event of Default then exists or would result therefrom, the Company may purchase its common stock or common stock options from former officers or employees of the Company or any of its Subsidiaries upon the death, disability or termination of employment of such officer or employee, provided, that the amount of payments under this clause (c) after the Closing Date shall not exceed \$5,000,000 in the aggregate in any fiscal year of the Company; and

(d) so long as no Default or Event of Default then exists or would result therefrom, the Company may make payments and/or net shares under employee benefit plans to settle option price payments owed by employees and directors with respect thereto, make payments in respect of or purchase restricted stock units and similar stock based awards thereunder and to settle employees' and directors' federal, state and income tax liabilities (if any) related thereto, provided that the aggregate amount of payments made by the Company after the Closing Date shall not exceed \$5,000,000 in any fiscal year.

8.9 Capital Expenditures. Make or commit to make any Capital Expenditure, except Capital Expenditures of the Company and its Subsidiaries in the ordinary course of business not exceeding \$25,000,000 during any fiscal year; provided, that (a) any such amount referred to above, if not so expended in the fiscal year for which it is permitted, may be carried over for expenditure in the next succeeding fiscal year and (b) Capital Expenditures made pursuant to this subsection during any fiscal year shall be deemed made, first, in respect of amounts permitted for such fiscal year as provided above and, second, in respect of amounts carried over from the prior fiscal year pursuant to clause (a) above.

8.10 Transactions with Affiliates. Enter into after the date hereof any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate (other than the Company or any Subsidiary) except (a) for transactions which are otherwise permitted under this Agreement and which are upon fair and reasonable terms no less favorable to the Company or such Subsidiary than it would obtain in a hypothetical comparable arm's length transaction with a Person not an Affiliate, or (b) as permitted under subsection 8.2(b), subsection 8.3(l), subsections 8.4(a) and (f), subsection 8.6(c), subsection 8.7(c) and (d) and subsection 8.8 or (c) as set forth on Schedule 8.10.

8.11 Derivative Contracts. Enter into any foreign currency exchange contracts, interest rate swap arrangements or other derivative contracts or transactions, other than such contracts, arrangements or transactions entered into in the ordinary course of business for the

purpose of hedging (a) any asset or obligation of the Company or any of its Subsidiaries with respect to their operations outside of the United States, (b) the interest rate exposure of the Company or any of its Subsidiaries (including without limitation pursuant to subsection 7.9), and (c) the purchase requirements of the Company or any of its Subsidiaries with respect to raw materials and inventory.

8.12 Limitation on Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by the Company or any Subsidiary of real or personal property which has been or is to be sold or transferred by the Company or such Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Company or such Subsidiary, provided that the Company or any of its Subsidiaries may enter into such arrangements covering property with an aggregate fair market value not exceeding \$10,000,000.

8.13 Fiscal Year. Permit the fiscal year for financial reporting purposes of the Company to end on a day other than December 31, unless the Company shall have given at least 45 days prior written notice to the Administrative Agent.

8.14 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Company or any Subsidiary to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Credit Documents to which it is a party other than (a) this Agreement and the other Credit Documents, (b) any agreements governing any secured Indebtedness otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby) but excluding any Permitted Acquisition Debt, (c) an agreement prohibiting only the creation of Liens securing Subordinated Indebtedness, (d) pursuant to applicable law, (e) restrictions by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, licenses and other similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, licenses, or similar agreements, as the case may be), (f) any prohibition or limitation that consists of customary restrictions and conditions contained in any agreement relating to the sale or sale-leaseback of any property permitted under this Agreement, (g) documents, agreements or constituent documents governing joint ventures, (h) any agreement in effect at the time a Subsidiary becomes a Subsidiary of the Company or any of its Subsidiaries as long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary of the Company, (i) agreements permitted under subsection 8.12, and (j) customary non-assignment provisions in contracts entered into in the ordinary course of business.

8.15 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Company to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Company or any other Subsidiary of the Company, (b) make loans or advances to, or other Investments in, the Company or any other Subsidiary of the Company or (c) transfer any of its assets to the Company or any other Subsidiary of the Company, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Credit Documents, (ii) any restrictions with

respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the disposition of all or substantially all of the Capital Stock or all or substantially all of the assets of such Subsidiary, (iii) applicable law, (iv) restrictions in effect on the date of this Agreement contained in the agreements governing the Indebtedness in effect on the Closing Date and in any agreements governing any refinancing thereof if such restrictions are no more restrictive than those contained in the agreements as in effect on the date of this Agreement governing the Indebtedness being renewed, extended or refinanced, (v) customary non-assignment provisions with respect to contracts, leases or licensing agreements entered into by the Company or any of its Subsidiaries, in each case entered into in the ordinary course of business, (vi) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business, (vii) Liens permitted under subsection 8.3 and any documents or instruments governing the terms of any Indebtedness or other obligations secured by any such Liens; provided that such prohibitions or restrictions apply only to the assets subject to such Liens; (viii) any encumbrance or restriction with respect to a Subsidiary pursuant to an agreement relating to any capital stock or Indebtedness incurred by such Subsidiary on or prior to the date on which such Subsidiary was acquired by the Company and outstanding on such date as long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary of the Company, (ix) any customary restriction on cash or other deposits imposed under agreements entered into in the ordinary course of business or net worth provisions in leases and other agreements entered into in the ordinary course of business, (x) provisions with respect to dividends, the disposition or distribution of assets or property in joint venture agreements, license agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business; and (xi) restrictions on deposits imposed under contracts entered into in the ordinary course of business.

8.16 Management of Stations. Permit the management of any Station owned by the Company or any of its Subsidiaries to be managed by a Person other than an employee of the Company or its Subsidiaries other than (a) pursuant to arrangements under any Local Marketing Agreement with respect to a Station set forth on the attached Schedule 8.16, (b) any Station listed on Schedule 8.16 held in trust pursuant to rule, regulation or order of the Federal Communications Commission), (c) any Station for which an asset purchase agreement for a sale to a third party has been executed, which sale is reasonably expected to close within nine months from execution of such asset purchase agreement (provided that the management by any third party shall be discontinued if the asset purchase agreement is terminated or the sale is otherwise abandoned by either party), and (d) Stations generating, in the aggregate, less than 5% of Consolidated EBITDA for the immediately preceding fiscal year of the Company.

8.17 Programming; Advertisements; FCC Licenses. (a) Cause the sale of or disposition of all or substantially all of the Stations' programming or advertising to, or provision by, any Person other than an employee of the Company or its Subsidiaries and (b) cause any of the FCC Licenses to be held at any time by any Person other than the Company or any of its wholly-owned Domestic Subsidiaries, except as would not reasonably be expected to have a Material Adverse Effect on the Company (with an exception for those Stations held in trust pursuant to rule, regulation or order of the Federal Communications Commission).

## SECTION 9. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events:

- (a) The Company shall fail to (i) pay any principal of any Loan, L/C Obligation or Note when due in accordance with the terms hereof or thereof or (ii) pay any interest on any Loan, L/C Obligation or any other amount payable hereunder within five days after any such interest or other amount becomes due in accordance with the terms thereof or hereof; or
- (b) Any representation or warranty made or deemed made by any Credit Party in any Credit Document or which is contained in any certificate, guarantee, document or financial or other statement furnished under or in connection with this Agreement shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or
- (c) Any Credit Party shall default in the observance or performance of any agreement contained in subsection 7.7(a), subsection 7.12 or Section 8 of this Agreement; or
- (d) Any Credit Party shall default in the observance or performance of any other agreement contained in any Credit Document, and such default shall continue unremedied for a period of 30 days; or
- (e) The Company or any of its Subsidiaries shall (A) default in any payment of principal of or interest on any Indebtedness (other than the Loans, the L/C Obligations and any intercompany debt) or in the payment of any Contingent Obligation (other than in respect of the Loans, the L/C Obligations or any intercompany debt), beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness or Contingent Obligation was created; or (B) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or Contingent Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Contingent Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity, any applicable grace period having expired, or such Contingent Obligation to become payable, any applicable grace period having expired, provided that the aggregate principal amount of all such Indebtedness and Contingent Obligations which would then become due or payable as described in this Section 9(e) would equal or exceed \$35,000,000; or
- (f) (i) the Company or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its

assets, or the Company or any such Subsidiary shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Company or any such Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Company or any such Subsidiary any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Company or any such Subsidiary shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Company or any such Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) a Reportable Event shall have occurred; (ii) any Plan that is intended to be qualified shall lose its qualification; (iii) a non-exempt Prohibited Transaction shall have occurred with respect to any Plan; (iv) any Credit Party shall have failed to make by its due date a required installment under Section 430(j) of the Code with respect to any Single Employer Plan or a required contribution to a Multiemployer Plan, whether or not waived; (v) a determination shall have been made that any Single Employer Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (vi) any Credit Party shall have incurred any liability under Title IV of ERISA with respect to the termination of any Single Employer Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Single Employer Plan; (vii) a Credit Party shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such Credit Party does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; or (viii) any Credit Party shall have received from the sponsor of a Multiemployer Plan a determination that such Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization, or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); and in each case in clauses (i) through (viii) above, such event or condition, together with all other such events or conditions if any, would result in a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against the Company or any of its Subsidiaries involving in the aggregate a liability (not paid or fully covered by insurance) of \$35,000,000 or more to the extent that all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within the time required by the terms of such judgment; or

(i) Except as contemplated by this Agreement or as provided in subsection 11.1, the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Credit Party shall so assert in writing; or

(j) Except as contemplated by this Agreement or as provided in subsection 11.1, any Grantor (as defined in the Guarantee and Collateral Agreement) shall breach any

covenant or agreement contained in the Guarantee and Collateral Agreement with the effect that the Guarantee and Collateral Agreement shall cease to be in full force and effect or the Lien granted thereby shall cease to be a first priority Lien or any Credit Party shall assert in writing that the Guarantee and Collateral Agreement is no longer in full force and or effect or the Lien granted thereby is no longer a first priority Lien; or

(k) a Change in Control shall occur; or

(l) the loss, suspension, amendment, termination or cancellation of one or more FCC Licenses which would reasonably be expected to have a Material Adverse Effect;

then, and in any such event, (a) if such event is an Event of Default with respect to the Company specified in clause (i) or (ii) of paragraph (f) above, automatically (i) the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the Loans shall immediately become due and payable, and (ii) all obligations of the Company in respect of the Letters of Credit, although contingent and unmatured, shall become immediately due and payable and (b) if such event is any other Event of Default, so long as any such Event of Default shall be continuing, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice of default to the Company (A) declare all or a portion of the Loans of all Lenders hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and such Loans to be due and payable forthwith, whereupon the same shall immediately become due and payable, and (B) declare all or a portion of the obligations of the Company in respect of the Letters of Credit, although contingent and unmatured, to be due and payable forthwith, whereupon the same shall immediately become due and payable and/or demand that the Company discharge any or all of the obligations supported by the Letters of Credit by paying or prepaying any amount due or to become due in respect of such obligations. All payments under this Section 9 on account of undrawn Letters of Credit shall be drawn by the Administrative Agent from the L/C Cash Collateral Account as drafts are presented under the Letters of Credit, with the balance, if any, to be applied otherwise in accordance with subsection 3.1. Except as expressly provided above in this Section 9, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

## SECTION 10. THE ADMINISTRATIVE AGENT AND THE ISSUING LENDER

10.1 Appointment. Each Lender hereby irrevocably designates and appoints JPMCB as the Administrative Agent under this Agreement and irrevocably authorizes JPMCB as Administrative Agent for such Lender to take such action on its behalf under the provisions of the Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of the Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into the Credit Documents or otherwise exist against the Administrative Agent.

10.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and each of the other Credit Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Without limiting the foregoing, the Administrative Agent may appoint any of its affiliates as its agent to perform the functions of the Administrative Agent hereunder relating to the advancing of funds to the Company and distribution of funds to the Lenders and to perform such other related functions of the Administrative Agent hereunder as are reasonably incidental to such functions. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care, except as otherwise provided in subsection 10.3.

10.3 Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact, Affiliates or Subsidiaries shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with the Credit Documents (except for its or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Credit Party or any officer thereof contained in the Credit Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, the Credit Documents or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Credit Documents or for any failure of any Credit Party to perform its obligations thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, any Credit Document, or to inspect the properties, books or records of any Credit Party.

10.4 Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Company), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under any Credit Document unless it shall first receive such advice or concurrence of the Required Lenders (or, where unanimous consent of the Lenders is expressly required hereunder, such Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any Credit Document in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

10.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the

Administrative Agent has received written notice from a Lender or the Company referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall promptly give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be directed by the Required Lenders; provided that (i) the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to liability or that is contrary to this Agreement or applicable law and (ii) unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

10.6 Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Credit Parties, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and made its own decision to make its Loans hereunder and participate in the Letters of Credit and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Credit Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, financial condition, assets, liabilities, net assets, properties, results of operations, value, prospects and other condition or creditworthiness of the Credit Parties which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact, Affiliates or Subsidiaries.

10.7 Indemnification. The Lenders severally agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably (determined at the time such indemnity is sought) according to the respective amounts of their respective Loans (or, to the extent such Loans have been terminated, according to the respective outstanding principal amounts of the Loans and obligations, whether as Issuing Lender or a Participating Lender, with respect to Letters of Credit), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including without limitation at any time following the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Credit Documents or any documents contemplated by or referred

to herein or the transactions contemplated hereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct. The agreements contained in this subsection 10.7 shall survive the payment of the Notes and all other amounts payable hereunder.

10.8 Administrative Agent in its Individual Capacity. The Administrative Agent and its Affiliates and Subsidiaries may make loans to, accept deposits from and generally engage in any kind of business with the Credit Parties as though the Administrative Agent were not the Administrative Agent hereunder. With respect to its Loans made or renewed by it, any Note issued to it and any Letter of Credit issued by or participated in by it, the Administrative Agent shall have the same rights and powers, duties and liabilities under the Credit Documents as any Lender and may exercise the same as though it were not Administrative Agent and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacities.

10.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders. If the Administrative Agent shall resign as Administrative Agent under the Credit Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders which successor agent shall (unless an Event of Default under paragraph (a) or paragraph (f) of Section 9 shall have occurred and be continuing) be approved by the Company (which approval shall not be unreasonably withheld) whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent and the term "Administrative Agent" shall mean such successor agent effective upon its appointment, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Notes. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under the Credit Documents.

10.10 Issuing Lender as Issuer of Letters of Credit. Each Lender hereby acknowledges that the provisions of this Section 10 shall apply to the Issuing Lender, in its capacity as issuer of any Letter of Credit, in the same manner as such provisions are expressly stated to apply to the Administrative Agent.

## SECTION 11. MISCELLANEOUS

11.1 Amendments and Waivers. No Credit Document nor any terms thereof may be amended, supplemented, waived or modified except in accordance with the provisions of this subsection 11.1. With the written consent of the Required Lenders, the Administrative

Agent and the respective Credit Parties may, from time to time, enter into written amendments, supplements or modifications to any Credit Document for the purpose of adding any provisions to such Credit Document to which they are parties or changing in any manner the rights of the Lenders or of any such Credit Party or any other Person thereunder or waiving, on such terms and conditions as the Administrative Agent may specify in such instrument, any of the requirements of any such Credit Document or any Default or Event of Default and its consequences; provided, however, that:

(a) no such waiver and no such amendment, supplement or modification shall (i) directly or indirectly release all or substantially all of the Collateral or all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement or (ii) reduce any percentage specified in the definition of Required Lenders, in each case without the written consent of all Lenders, except in either case as otherwise provided herein or in any other Credit Document.

(b) no such waiver and no such amendment, supplement or modification shall (i) extend the scheduled maturity of any Loan or scheduled installment of any Loan or reduce any scheduled installment of any Loan, or reduce the rate (provided that only the consent of the Required Lenders shall be necessary to amend the default rate provided in subsection 4.5(c) or to waive any obligation of the Company to pay interest at such default rate) or extend the time of payment of interest thereon, or change the method of calculating interest thereon, or reduce the amount or extend the time of payment of any fee payable to the Lenders hereunder, or reduce the principal amount thereof, or increase the amount of any Loan of any Lender without the consent of each Lender directly and adversely affected thereby, (ii) increase the amount of any Lender's reimbursement obligations under subsection 3.3, or (iii) amend, modify or waive any provision of this subsection 11.1 or consent to the assignment or transfer by any Credit Party of any of its rights and obligations under any Credit Document, in each case, without the written consent of each Lender directly and adversely affected thereby;

(c) no such waiver and no such amendment, supplement or modification shall amend, modify or waive any provision of Section 10 without the written consent of the then Issuing Lender and the Administrative Agent; and

(d) any such waiver and any such amendment, supplement or modification described in this subsection 11.1 shall apply equally to each of the Lenders and shall be binding upon each Credit Party, the Lenders, the Administrative Agent and all future holders of the Loans. No waiver, amendment, supplement or modification of any Letter of Credit shall extend the expiry date thereof without the written consent of the L/C Participating Lenders. In the case of any waiver, the Company, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the outstanding Loans, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

11.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by

hand on a Business Day, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when sent on a Business Day, confirmation of receipt received, addressed as follows in the case of each Credit Party and the Administrative Agent, and as set forth on its signature page hereto in the case of any Lender, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Loans:

The Company: [Citadel Broadcasting Company]  
 City Center West  
 7201 West Lake Mead Boulevard  
 Suite 400  
 Las Vegas, Nevada 89128  
 Attention: Randy L. Taylor,  
 Chief Financial Officer and Jacqueline Orr,  
 General Counsel  
 Telecopy: (702) 804-8292

In the case of the Company,  
 with a copy to: Kirkland & Ellis LLP  
 601 Lexington Avenue  
 New York, New York 10022  
 Attention: Jason Kanner  
 Telecopy: (212) 446-4900

The Administrative Agent: JPMorgan Chase Bank, N.A.  
 Loan and Agency Services Group  
 1111 Fannin Street  
 10<sup>th</sup> Floor  
 Houston, Texas 77002  
 Attention: Idell L. Johnson  
 Telecopy: (713) 750-2938

With copies to: JPMorgan Chase Bank, N.A.  
 270 Park Avenue, 4<sup>th</sup> Floor  
 New York, New York 10017  
 Attention: Stephanie Parker  
 Telecopy: (212) 622-4545

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to subsections 4.2, 4.3, and 4.4 shall not be effective until received and provided, further that the failure to provide the copies of notices to the Company provided for in this subsection 11.2 shall not result in any liability to the Administrative Agent or any Lender.

11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and

privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.4 Survival of Representations and Warranties. All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement, the Letters of Credit and the Loans.

11.5 Payment of Expenses and Taxes. The Company agrees:

(a) to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of the Credit Documents and any other documents prepared in connection herewith, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent (which shall be one counsel, FCC counsel and one local counsel in any relevant jurisdiction and expenses attributable to processing primary assignments);

(b) to pay or reimburse the Lenders and the Administrative Agent for all their out-of-pocket costs and expenses incurred in connection with, and to pay, indemnify, and hold the Administrative Agent and the Lenders harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever arising out of or in connection with, the enforcement or preservation of any rights under any Credit Document and any such other documents or any workout or restructuring of the Credit Documents, including, without limitation, fees, disbursements and other charges of counsel to the Administrative Agent and the Lenders incurred in connection with the foregoing and in connection with advising the Administrative Agent with respect to its rights and responsibilities under this Agreement and the documentation relating thereto.

(c) to pay, indemnify, and to hold the Administrative Agent and each Lender harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying similar fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, any Credit Document and any such other documents; and

(d) to pay, indemnify, and hold the Administrative Agent and each Lender and their respective officers, directors, employees and agents harmless from and against any and all other liabilities, obligations, losses, damages (including punitive damages), penalties, fines, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, reasonable experts' and consultants' fees and reasonable fees and disbursements of counsel and third party claims for personal injury or real or personal property damage) which may be incurred by or asserted against the Administrative Agent or any Lender (x) arising out of or in connection with any investigation, litigation or proceeding related to this Agreement, the other Credit Documents, the Loans, or any of the other transactions contemplated hereby or thereby, whether or not the Administrative Agent or any of the Lenders is a party

thereto, (y) with respect to any environmental matters, any environmental compliance expenses and remediation expenses in connection with the presence, suspected presence, release or suspected release of any Materials of Environmental Concern in or into the air, soil, groundwater, surface water or improvements at, on, about, under, or within the Properties, or any portion thereof, or elsewhere in connection with the transportation of Materials of Environmental Concern to or from the Properties, in each case to the extent required under Environmental Laws, or (z) without limiting the generality of the foregoing, by reason of or in connection with the execution and delivery or transfer of, or payment or failure to make payments under, Letters of Credit (it being agreed that nothing in this subsection 11.5(d)(z) is intended to limit the Company's obligations pursuant to subsection 3.3);

(all the foregoing, collectively, the “indemnified liabilities”), provided that the Company shall have no obligation hereunder with respect to indemnified liabilities of each of the Administrative Agent or any Lender or any of their respective officers, directors, employees or agents to the extent they are found by a final, non-appealable judgment of a court to arise from the gross negligence or willful misconduct of the relevant indemnified person. The agreements in this subsection 11.5 shall survive repayment of the Loans and all other amounts payable hereunder.

#### 11.6 Successors and Assigns; Participations; Purchasing Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of the Company, the Lenders and the Administrative Agent, all future holders of the Loans, and their respective successors and assigns, except that the Company may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other financial institutions or Lender Affiliates (“Participants”) participating interests in any Loan owing to such Lender, any participating interest of such Lender in the Letters of Credit, any Note held by such Lender, or any other interest of such Lender hereunder and under the other Credit Documents. Notwithstanding anything to the contrary in the immediately preceding sentence, each Lender shall have the right to sell one or more participations in all or any part of its Loans or any other Obligation to one or more lenders or other Persons that provide financing to such Lender in the form of sales and repurchases of participations without having to satisfy the foregoing requirements. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Credit Documents and the Company and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Credit Documents. The Company agrees that if amounts outstanding under this Agreement and the Loans are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement and any Loan to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement or any Loan;

provided that such Participant shall only be entitled to such right of setoff if it shall have agreed in the agreement pursuant to which it shall have acquired its participating interest to share with the Lenders the proceeds thereof, as provided in subsection 11.7. The Company also agrees that each Participant shall be entitled to the benefits of, and shall be subject to the limitations of, subsections 4.9, 4.16, 4.17, 4.18 and 4.19 with respect to its participation in the Letters of Credit and the Loans outstanding from time to time; provided that no Participant shall be entitled to receive (i) any greater amount pursuant to such subsections than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred or (ii) the benefits of subsection 4.19 unless such Participant complies with subsections 4.19(e), 4.19(f) and 4.19(g) as if it were a Lender. Each Lender that sells a participation, acting solely for this purpose as an agent of the Company, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive, and such Lender, each Credit Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(c) Any Lender may, in the ordinary course of its business and in accordance with applicable law, with the prior written consent of the Administrative Agent and the Issuing Lenders (which in each case shall not be unreasonably withheld or delayed), at any time sell to any Lender or any Affiliate or Lender Affiliate thereof (including any Affiliate or Subsidiary of such transferor Lender) and, with the prior written consent of the Company, the Issuing Lenders and the Administrative Agent (which in each case shall not be unreasonably withheld or delayed), sell to one or more additional banks or financial institutions (an "Assignee"), all or any part of its rights and obligations under this Agreement, the Notes and the other Credit Documents and, with respect to the Letters of Credit, such Lender's L/C Participating Interest, pursuant to an Assignment and Assumption executed by such Assignee, such assigning Lender (and by the Company and the Administrative Agent to the extent their consent is required), and delivered to the Administrative Agent for its acceptance and recording in the Register (as defined below); provided that (A) each such sale pursuant to this subsection 11.6(b) of less than all of a Lender's rights and Obligations (I) to a Person which is not then a Lender or an Affiliate or Lender Affiliate of a Lender shall be of Loans of \$1,000,000 or more and (II) to a Person which is then a Lender or an Affiliate or Lender Affiliate of a Lender may be in any amount, (B) in the event of a sale of less than all of such rights and obligations, such Lender after such sale shall retain Loans (without duplication) aggregating at least \$1,000,000 and (C) each Assignee which is a Non-U.S. Lender shall comply with the provisions of subsection 4.19 hereof; provided, further that the foregoing shall not prohibit a Lender from selling participating interests in accordance with subsection 11.6(a) in all or any portion of its Loans (without duplication). For purposes of clauses (A) and (B) of the first proviso contained in the preceding sentence, the amount described therein shall be aggregated in respect of each Lender and its Lender Affiliates, if any. Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Assumption, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Assumption, have the rights and obligations of a Lender hereunder with the Loans as set forth therein, and (y) the assigning Lender thereunder shall, to the extent of the interest transferred, as reflected in such Assignment

and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such assigning Lender shall cease to be a party hereto). Such Assignment and Assumption shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Assignee and the resulting adjustment of Relevant Percentages arising from the purchase by such Assignee of all or a portion of the rights and obligations of such assigning Lender under this Agreement. Notwithstanding anything herein to the contrary (and to the extent permitted by law), after the occurrence of any Event of Default, any Lender may sell all or any part of its rights and obligations under this Agreement without the consent of the Company.

(d) The Administrative Agent acting on behalf of and as agent for the Company, shall maintain at the address of the Administrative Agent referred to in subsection 11.2 a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the principal amount of any Loans and/or the L/C Participating Interests owing to each Lender. The entries in the Register shall be conclusive, in the absence of manifest error, and the Company, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of the Loans or L/C Participating Interests recorded therein for all purposes of this Agreement, notwithstanding any notice to the contrary. The Register shall be available for inspection by the Company or any Lender at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective for purposes of this agreement unless it has been recorded in the Register as provided in this paragraph. Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an Assignee (and, in the case of an Assignee that is not then a Lender or an Affiliate thereof, by the Company and the Administrative Agent), together with payment to the Administrative Agent of a registration and processing fee of \$3,500 if the Assignee is not a Lender or an Affiliate or Lender Affiliate thereof prior to the execution of such Assignment and Assumption, and no such fee otherwise, the Administrative Agent shall (i) promptly accept such Assignment and Assumption and (ii) on the effective date determined pursuant thereto, record the information contained therein in the Register and give notice of such acceptance and recordation to the Lenders and the Company. The Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(f) The Company authorizes each Lender to disclose to any Participant or Assignee (each, a "Transferee") and any prospective Transferee or to any pledgee referred to in subsection 11.6(g) or to any direct or indirect contractual counterparty in swap agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by confidentiality provisions at least as restrictive as those of subsection 11.14) any and all financial information in such Lender's possession concerning the Company and its Subsidiaries which has been delivered to such Lender by or on behalf of the Company pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Company in connection with such Lender's

credit evaluation of the Company and its Subsidiaries and Affiliates prior to becoming a party to this Agreement.

(g) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this subsection concerning assignments of Loans and Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment (i) by a Lender of any Loan or Note to any Federal Reserve Bank in accordance with applicable law and (ii) by a Lender Affiliate which is a fund to its trustee in support of its obligations to its trustee; provided that any transfer of Loans or Notes upon, or in lieu of, enforcement of or the exercise of remedies under any such pledge shall be treated as an assignment thereof which shall not be made without compliance with the requirements of this subsection 11.6.

(h) The Company, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (g) above.

#### 11.7 Adjustments; Set-off.

(a) If any Lender (a “Benefited Lender”) shall at any time receive any payment of all or part of any of its Loans or L/C Participating Interests, as the case may be, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in clause (f) of Section 9, or otherwise) in a greater proportion than any such payment to and collateral received by any other Lender, if any, in respect of such other Lender’s L/C Participating Interests or Loans, as the case may be, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders such portion of each such other Lender’s L/C Participating Interests or Loans, as the case may be, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The Company agrees that each Lender so purchasing a portion of another Lender’s Loans and/or L/C Participating Interests may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion. The Administrative Agent shall promptly give the Company notice of any set-off, provided that the failure to give such notice shall not affect the validity of such set-off.

(b) Upon the occurrence of an Event of Default specified in Section 9(a) or Section 9(f), the Administrative Agent and each Lender are hereby irrevocably authorized at any time and from time to time without notice to the Company, any such notice being hereby waived by the Company, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender or any of their respective Affiliates to or for the credit or the account of the Company or any part thereof in

such amounts as the Administrative Agent or such Lender may elect, on account of the liabilities of the Company hereunder and under the other Credit Documents and claims of every nature and description of the Administrative Agent or such Lender against the Company in any currency, whether arising hereunder, or otherwise, under any other Credit Document as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or such Lender has made any demand for payment and although such liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify the Company promptly of any such setoff made by it and the application made by it of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each Lender under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of setoff) which the Administrative Agent or such Lender may have.

11.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Company and the Administrative Agent. This Agreement shall become effective with respect to the Company, the Administrative Agent and the Lenders when the Administrative Agent shall have received copies of this Agreement executed by the Company and the Lenders, or, in the case of any Lender, shall have received telephonic confirmation from such Lender stating that such Lender has executed counterparts of this Agreement or the signature pages hereto and sent the same to the Administrative Agent.

11.9 Integration. This Agreement and the other Credit Documents represent the entire agreement of the Credit Parties, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof or thereof not expressly set forth or referred to herein or in the other Credit Documents.

**11.10 GOVERNING LAW; NO THIRD PARTY RIGHTS. THIS AGREEMENT AND THE LOANS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE LOANS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND, EXCEPT AS SET FORTH IN SUBSECTION 11.6, NO OTHER PERSONS SHALL HAVE ANY RIGHT, BENEFIT, PRIORITY OR INTEREST UNDER, OR BECAUSE OF THE EXISTENCE OF, THIS AGREEMENT.**

**11.11 SUBMISSION TO JURISDICTION; WAIVERS. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY:**

**(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS CREDIT AGREEMENT OR ANY OF THE OTHER CREDIT DOCUMENTS, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-**

**EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;**

(ii) **CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS, AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;**

(iii) **AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS SET FORTH IN SUBSECTION 11.2 OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;**

(iv) **AGREES THAT NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION;**

(v) **WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND**

(vi) **EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN PARAGRAPH (a) ABOVE.**

11.12 Acknowledgements. The Company hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) none of the Administrative Agent or any Lender has any fiduciary relationship to any Credit Party, and the relationship between the Administrative Agent and the Lenders, on the one hand, and the Credit Parties, on the other hand, is solely that of creditor and debtor; and

(c) no joint venture exists among the Lenders or among any Credit Parties and the Lenders.

11.13 Releases of Guarantees and Liens.

(a) Notwithstanding anything to the contrary contained herein or in any other Credit Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by subsection 11.1) to take any action requested by the Company having the effect of releasing any collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Credit Document or that has been consented to in accordance with subsection 11.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Loans, the L/C Obligations and the other obligations under the Credit Documents (other than obligations under or in respect of Specified Swap Agreements or Specified Cash Management Agreements and contingent indemnity obligations not due and payable) shall have been paid in full in cash and no Letters of Credit shall be outstanding, the collateral shall be released from the Liens created by the Guarantee and Collateral Agreement, and the Guarantee and Collateral Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Credit Party under the Guarantee and Collateral Agreement shall terminate, all without delivery of any instrument or performance of any act by any Person.

11.14 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Credit Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with confidentiality provisions at least as restrictive as those of this Section, to any actual or prospective Transferee or any pledgee referred to in subsection 11.6(f) or any direct or indirect counterparty to any swap agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed (other than in violation of this subsection 11.14), (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Credit Document; provided that, unless prohibited by applicable law or court order, such Lender or the Administrative Agent shall use reasonable efforts to notify the Company of any disclosure pursuant to clauses (d) or (e).

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Credit Documents may include material non-public information concerning the Company and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Company or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Credit Documents will be syndicate-level information, which may contain material non-public information about the Company and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Company and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

11.15 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”) hereby notifies the Company that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Company and each other Credit Party, which information includes the name and address of the Company and each other Credit Party and other information that will allow such Lender to identify the Company and each other Credit Party in accordance with the Act.

11.16 No Requirement of Lender Signatures. Each Lender listed on Schedule 11.16 shall be a party hereto in accordance with the Reorganization Plan and, pursuant to the Reorganization Plan, is bound hereby without the requirement of any such Lender to execute a signature page hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in New York, New York by their proper and duly authorized officers as of the day and year first above written.

[CITADEL BROADCASTING COMPANY]

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

Name:

Title:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent, Issuing Lender  
and as a Lender

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

**Exhibit F**

**Warrant Agreement**

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WARRANT AGREEMENT

between

CITADEL BROADCASTING COMPANY

and

[●],  
AS WARRANT AGENT

Dated as of [●]

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This WARRANT AGREEMENT (the “**Agreement**”) is dated as of [●], between CITADEL BROADCASTING COMPANY, a Delaware corporation (the “**Company**” or “**Citadel**”), and [●], as warrant agent (the “**Warrant Agent**”).

## W I T N E S S E T H

WHEREAS, pursuant to the Joint Plan of Reorganization of the Company and certain of its affiliates, as confirmed on [●] by order of the United States Bankruptcy Court for the Southern District of New York, as the same may be amended, modified or supplemented from time to time in accordance with terms thereof (the “**Plan**”), the Company proposes to issue warrants (the “**Warrants**”) entitling the holders thereof to purchase shares of the Company’s class B common stock, par value \$0.001 per share (the “**Class B Common Stock**”).

WHEREAS, the Warrant Agent, at the request of the Company, has agreed to act as the agent of the Company in connection with the issuance, registration, transfer, exchange, exercise and conversion of the Warrants.

WHEREAS, the Company desires to enter into this Agreement to set forth the terms and conditions of the Warrants and the rights and obligations of the Company, the Warrant Agent and the registered holders of the Warrant Certificates evidencing Warrants (the “**Holders**”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Plan, the parties hereto agree as follows:

## **ARTICLE I.**

### **DEFINITIONS AND INTERPRETATION**

**Section 1.1. Certain Defined Terms.** Capitalized terms used in this Agreement shall have the following respective meanings, except as otherwise provided herein or as the context shall otherwise require:

“**Affiliate**” means, with respect to any Person, (i) any other Person of which securities or other ownership interests representing more than fifty percent (50%) of the voting interests are, at the time such determination is being made, owned, Controlled or held, directly or indirectly, by such Person or (ii) any other Person which, at the time such determination is being made, is Controlling, Controlled by or under common Control with, such Person. As used herein, “**Control**”, whether used as a noun or verb, refers to the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a Person, whether through the ownership of voting securities or otherwise.

“**Agreement**” has the meaning specified in the introduction of this Agreement.

**“Board of Directors”** means the board of directors of the Company.

**“Business Day”** means any day which is not a day on which banking institutions in New York City, New York are authorized or obligated by law or executive order to close.

**“Certificate of Incorporation”** means the Certificate of Incorporation of the Company, adopted as of the Effective Date, as the same may be amended or restated from time to time.

**“Change of Control”** means the occurrence of (A) any consolidation or merger of the Company with or into any other entity, or any other corporate reorganization or transaction (including the acquisition of capital stock of the Company), whether or not the Company is a party thereto, in which the stockholders of the Company immediately prior to such consolidation, merger, reorganization or other transaction, own capital stock either (I) representing directly, or indirectly through one or more entities, less than 50% of the economic interests in or voting power of the Company or other surviving entity immediately after such consolidation, merger, reorganization or other transaction or (II) that does not directly, or indirectly through one or more entities, have the power to elect a majority of the entire board of the directors of the Company or other surviving entity immediately after such consolidation, merger, reorganization or other transaction, or (B) any transaction or series of related transactions, whether or not the Company is a party thereto, after giving effect to which in excess of 50% of the Company’s voting power is owned by any Person or “group” (as such term is used in Rule 13d-5 under the Exchange Act); *provided* that any consolidation or merger effected exclusively to change the domicile of the Company or to form a holding company in which the stockholders of the Company immediately prior to such consolidation or merger own capital stock representing economic interests and voting power with respect to such redomiciled entity or holding company in substantially the same proportions as their ownership of capital stock of the Company shall be excluded from clauses (A) and (B) above.

**“Common Stock”** means the Class A Common Stock, par value \$0.001 per share, and the Class B Common Stock, par value \$0.001 per share, of the Company, or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company and which are not subject to redemption by the Company.

**“Commission”** means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act, whichever is the relevant statute for the particular purpose.

**“Communication”** has the meaning specified in Section 9.3(a).

**“Company”** has the meaning specified in the introduction of this Agreement.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

**“Exercise Price”** means \$0.001 per share of Class B Common Stock, which amount is not subject to adjustment.

**“Expiration Date”** means, with respect to any Warrant, [\_\_\_\_\_], 2030, the twentieth anniversary of the Original Issuance Date, or, if earlier, the date of the consummation of a Change of Control pursuant to which the provisions of Section 4.1(c) apply.

**“FCC”** means the Federal Communications Commission and any successor governmental agency performing functions similar to those performed by the Federal Communications Commission on the Effective Date.

**“FCC Restrictions”** means the FCC ownership and transfer restrictions set forth in Section [●] of the Certificate of Incorporation.

**“Governmental Authority”** means (i) any nation or government, (ii) any federal, state, county, province, city, town, municipality, local or other political subdivision thereof or thereto, (iii) any court, tribunal, department, commission, board, bureau, instrumentality, agency, council, arbitrator or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and (iv) any other governmental entity, agency or authority having or exercising jurisdiction over any relevant Person, item or matter.

**“Holders”** has the meaning specified in the Recitals of this Agreement.

**“Laws”** means all laws, statutes, rules, regulations, ordinances, orders, writs, injunctions or decrees and other pronouncements having the effect of law of any Governmental Authority.

**“Original Issuance Date”** means [\_\_\_\_\_], the Effective Date of the Plan.

**“Ownership Certification”** means a written certification in substantially the form attached hereto as Exhibit B for the purpose of enabling the Company to determine a Holder’s potential level of direct and indirect voting and equity interests in accordance with 47 U.S.C. § 310(b), as interpreted and applied by the FCC.

**“Person”** means any individual, limited liability company, company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity or enterprise.

**“Plan”** has the meaning specified in the Recitals of this Agreement.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Transfer”** means any voluntary or involuntary attempt to, directly or indirectly through the transfer of interests in controlled Affiliates or otherwise, sell, assign, transfer, grant a participation in, pledge or otherwise dispose of any Warrants, or the consummation of any such transaction, or taking a pledge of, any of the Warrants; *provided, however*, that a transaction that is a pledge shall not be deemed to be a Transfer, but a foreclosure pursuant thereto shall be deemed to be a Transfer. The term **“Transferred”** shall have a correlative meaning.

**“Transfer Notice”** means a written notice to the Board of Directors and, if there is one in office, the Secretary of the Company, at least thirty (30) calendar days and not more than forty-five (45) calendar days prior to completion of a Transfer, which notice states (i) the name,

address, facsimile number and e-mail address of the transferor and the transferee, (ii) the number of Warrants and underlying shares of Class B Common Stock subject to the proposed Transfer and (iii) the proposed date of completion of the proposed Transfer.

“**Warrants**” has the meaning specified in the Recitals of this Agreement.

“**Warrant Agent**” has the meaning specified in the introduction of this Agreement.

“**Warrant Certificates**” has the meaning specified in Section 2.1(a).

“**Warrant Register**” has the meaning specified in Section 2.3(d).

**Section 1.2. Interpretation.** In this Agreement, unless a clear contrary intention appears:

(a) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) reference to any gender includes each other gender and the neuter;

(c) all terms defined in the singular shall have the same meanings in the plural and vice versa;

(d) reference to any Person includes such Person’s heirs, executors, personal representatives, administrators, successors and assigns; *provided, however*, that nothing contained in this clause (d) is intended to authorize any assignment not otherwise permitted by this Agreement;

(e) reference to a Person in a particular capacity or capacities excludes such Person in any other capacity;

(f) reference to any contract or agreement means such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(g) all references to Articles and Sections shall be deemed to be references to the Articles and Sections of this Agreement;

(h) all references to Exhibits shall be deemed to be references to the Exhibits attached hereto which are made a part hereof and incorporated herein by reference;

(i) the word “including” (and with correlative meaning “include”) means including, without limiting the generality of any description preceding such term;

(j) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(k) the captions and headings contained in this Agreement shall not be considered or given any effect in construing the provisions hereof if any question of intent should arise;

(l) reference to any Law means such Law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time;

(m) where any provision of this Agreement refers to action to be taken by any Person, which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person; and

(n) no provision of this Agreement shall be interpreted or construed against any party solely because that party or its legal representative drafted such provision.

## **ARTICLE II. ORIGINAL ISSUE OF WARRANTS**

**Section 2.1. Form of Warrant Certificates.** The certificates evidencing the Warrants (the “*Warrant Certificates*”) to be delivered pursuant to this Agreement and the forms of election to exercise and of assignment printed on the reverse thereof shall be substantially in the form set forth in Exhibit A hereto together with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with any law or with any rules made pursuant thereto or with any rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Warrant Certificates, as evidenced by their execution of the Warrant Certificates. Each Warrant shall represent the right, subject to the provisions of this Agreement and the Warrant Certificate, to purchase one (1) share of Class B Common Stock (subject to adjustment as set forth in Section 4.1) at the Exercise Price.

**Section 2.2. Legends.** Each Warrant Certificate originally issued to a Holder, or issued upon registration of transfer of, or upon exchange for or in lieu of, any Warrant Certificate shall bear the following legend:

“THIS WARRANT HAS BEEN, AND THE COMMON STOCK WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT (THE “WARRANT SHARES,” AND TOGETHER WITH THIS WARRANT, THE “SECURITIES”) WILL BE, ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED (THE “BANKRUPTCY CODE”). THE SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY

APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, PLEDGE OR OTHER TRANSFER OF ANY INTEREST IN ANY OF THE WARRANT SHARES REPRESENTED BY THIS WARRANT.

THE SECURITIES REPRESENTED BY THIS WARRANT ARE SUBJECT TO CERTAIN RESTRICTIONS ON EXERCISE, TRANSFER, SALE, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR OTHER SIMILAR TRANSFER AS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF THE COMPANY AND A WARRANT AGREEMENT AMONG THE COMPANY AND THE WARRANT AGENT (ON BEHALF OF THE ORIGINAL HOLDERS OF THE WARRANT SHARES), COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.”

Each Holder further acknowledges and agrees that the Class B Common Stock issued upon exercise of the Warrant if certificated shall bear a legend substantially in the form of the legend appearing above, and any other legends required by applicable federal and state securities laws, the Certificate of Incorporation of the Company or otherwise called for by this Agreement or any other agreement between the Company and the Holder.

### **Section 2.3. Execution and Delivery of Warrant Certificates.**

(a) The Warrant Certificates shall be executed in the corporate name and on behalf of the Company by the Chairman (or any Co-Chairman) of the Board, the Chief Executive Officer, the President or any one of the Vice Presidents of the Company and attested to by the Secretary or one of the Assistant Secretaries of the Company, either manually or by facsimile signature printed thereon. In the event that any officer of the Company whose signature shall have been placed upon any of the Warrant Certificates shall cease to be such officer of the Company before countersignature by the Warrant Agent and the issuance and delivery thereof, such Warrant Certificates may, nevertheless, be countersigned by the Warrant Agent and issued and delivered with the same force and effect as though such person had not ceased to be such officer of the Company.

(b) From time to time, as required by and in accordance with the terms and conditions of the Plan, the Company shall instruct the Warrant Agent to issue to holders of Senior Secured Claims and/or Unsecured Claims, each as defined in the Plan, Warrants representing such number of shares of Class B Common Stock as determined by the Company. The Warrant Agent shall, and is hereby authorized to, countersign, issue and deliver such Warrants as and when so instructed by the Company.

(c) The Warrant Agent is hereby authorized to countersign, issue and deliver Warrant Certificates as required by Section 2.4 (in the case of a transfer or exchange), Section 3.3(c) (in the case of the exercise of less than all the Warrants represented by the surrendered Warrant Certificate) or ARTICLE V (in the case of a lost, stolen, destroyed or mutilated Warrant Certificate).

(d) **Registration and Countersignature.** Warrant Certificates shall be countersigned and dated the date of countersignature by the Warrant Agent and shall not be valid for any purpose unless so countersigned. The Warrants shall be numbered and shall be registered in a register (the “*Warrant Register*”) to be maintained by the Warrant Agent.

(e) The Company and the Warrant Agent may deem and treat the registered holder(s) of a Warrant Certificate as the absolute owner(s) thereof (notwithstanding any notation of ownership or other writing thereon made by anyone), for the purpose of any exercise thereof or any distribution to the holder(s) thereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

**Section 2.4. Certain Transfer and Exercise Restrictions.** Subject to the requirements of this Section 2.4, Warrants are freely transferable, *provided* that if any change in federal Laws shall impose limitations on the transferability of Warrants, a Transfer shall be permitted only to the extent that such limitations have been satisfied

(a) The Warrant Agent shall register in the Warrant Register transfers and exchanges of Warrant Certificates as provided in this Agreement.

(b) The Warrants may be exercised only upon a Holder’s completion and execution of the Ownership Certification.

(c) No Holder shall effect any Transfer of all or any portion of the Warrants, unless and until (i) such Holder shall have provided a Transfer Notice to the Company and the Warrant Agent, (ii) the transferee(s) has agreed in writing for the benefit of the Company to be bound by the terms and conditions of this Warrant Agreement and the Warrant and (iii) if reasonably requested by the Company, such Holder shall have furnished the Company and the Warrant Agent with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such Warrants (or if and when exercised, the shares of Common Stock underlying the Warrants) under the Securities Act.

(d) Subject to Sections 2.4(c), a Holder may Transfer its Warrant Certificates by written application to the Warrant Agent stating the name of the proposed transferee and otherwise complying with the terms of this Agreement and all applicable Laws. No such Transfer shall be effected until, and such transferee shall succeed to the rights of a Holder only upon, final acceptance and registration of the transfer by the Warrant Agent in the register in accordance with this Agreement. Prior to due presentation for registration of transfer, the Company, the Warrant Agent and any agent of the Company may deem and treat the Person in whose name the Warrant Certificates are registered as the absolute owner thereof for all purposes (notwithstanding any notation of ownership or other writing thereon made by anyone), and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary or be

bound to recognize any equitable or other claim to or an interest in any Warrants on the part of any other Person and shall not be liable for any registration of transfer of Warrant Certificates that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration of transfer or with such knowledge of such facts that its participation therein amounts to bad faith. When Warrant Certificates are presented to the Warrant Agent with a request to register the transfer thereof or to exchange them for an equal number of Warrant Certificates of other authorized denominations, the Warrant Agent shall register the transfer or make the exchange as requested if the requirements of this Agreement for such transaction are met. To permit registrations of transfers and exchanges, the Company shall execute Warrant Certificates at the Warrant Agent's request. No service charge shall be made for any registration of transfer or exchange of Warrant Certificates, but the Company or the Warrant Agent may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection with any registration of transfer of Warrant Certificates.

(e) Except as otherwise provided in this Section 2.4, all Warrant Certificates issued upon any registration of transfer or exchange of Warrants shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Agreement, as the Warrant Certificates surrendered for registration of transfer or exchange.

(f) The Board of Directors shall have the power to determine, in its sole and absolute discretion, all matters related to this Section 2.4, including matters necessary or desirable to administer or to determine compliance with this Section 2.4 and, absent manifest error, the determinations of the Board of Directors shall be final and binding on the Company and the Holders.

(g) In the event of any purported Transfer in violation of the provisions of this Agreement, such purported Transfer shall be void and of no effect and the Warrant Agent shall not give effect to such Transfer.

**Section 2.5. Surrender and Cancellation of Warrant Certificates.** Any Warrant Certificate surrendered for registration of transfer, exchange or exercise of the Warrants represented thereby or pursuant to Sections 4.1(c), 6.3 or 6.4 shall, if surrendered to the Company, be delivered to the Warrant Agent, and all Warrant Certificates surrendered or so delivered to the Warrant Agent shall be promptly canceled by the Warrant Agent and shall not be reissued by the Company or the Warrant Agent and, except as provided in Section 2.4 (in the case of a transfer or exchange), Section 3.3(c) (in the case of the exercise of less than all the Warrants represented by the surrendered Warrant Certificate) or ARTICLE V (in the case of a lost, stolen, destroyed or mutilated Warrant Certificate), no Warrant Certificate shall be issued hereunder in lieu thereof. On request of the Company, the Warrant Agent; *provided* that any retention periods established by the Commission have expired, shall destroy canceled Warrant Certificates held by it and shall deliver its certificates of destruction to the Company. The Warrant Agent shall destroy all canceled Warrant Certificates in accordance with its normal procedures.

### **ARTICLE III. EXERCISE PRICE; EXERCISE OF WARRANTS**

**Section 3.1. Exercise Price.** Each Warrant Certificate shall, when countersigned by the Warrant Agent, entitle the Holder thereof, subject to the provisions of this Agreement and the Warrant Certificate, to purchase one (1) share of Common Stock (subject to adjustment as provided in Section 4.1) for each Warrant represented thereby at the Exercise Price, payable in full at the time of purchase.

**Section 3.2. Exercise; Expiration Date.** Each outstanding Warrant may be exercised on any Business Day which is on or after the Original Issuance Date and on or before the Expiration Date, but only if the exercise of such Warrant will not cause the Company to violate the FCC Restrictions and is exempt from the registration requirements of the Securities Act; *provided* that such Holder shall have completed and duly executed the Subscription Form set forth in the Warrant Certificate and the Ownership Certification. Any Warrants not exercised by 5:00 p.m., New York City time, on the Expiration Date (or, if applicable, immediately prior to consummation of a Change of Control pursuant to Section 4.1(c)) shall expire and all rights thereunder and all rights in respect thereof under this Agreement shall automatically terminate at such time.

#### **Section 3.3. Method of Exercise; Payment of Exercise Price.**

(a) All or any of the Warrants represented by a Warrant Certificate may be exercised prior to the Expiration Date by the Holder thereof by: (i) surrendering the Warrant Certificate evidencing such Warrants to the Warrant Agent at its corporate trust office set forth in Section 9.3 (with (x) the Subscription Form set forth in the Warrant Certificate and (y) the Ownership Certification, in each case fully completed and duly executed), and (ii) delivering to the Warrant Agent a written notice of the Holder's election to exercise the number of the Warrants specified therein, duly executed by such Holder, which notice shall be in the form of the notice on the reverse of, or attached to, such Warrant Certificate, and which exercise shall be irrevocable (subject to Section 2.4(c)). Such documents referenced above shall be accompanied by payment in full of the Exercise Price then in effect for each share of Common Stock for which such Warrant is exercised, together with any documentary, stamp or transfer tax, or other applicable tax or governmental charges.

(b) Payment of the Exercise Price shall be made by the Holder by certified bank check or official bank check in New York Clearing House funds payable to the order of the Company and delivered to the Warrant Agent at the address set forth in Section 9.3(c). Upon the exercise of any Warrant, the Warrant Agent shall promptly provide written notice of such exercise to the Company, including notice of the number of shares of Common Stock to be issued upon the exercise of such Warrant, and deliver all payments received upon exercise of such Warrant to the Company in such manner as the Company shall instruct in writing.

(c) Partial Exercise; Surrender of Warrant Certificates. A Holder may exercise all or any number of whole Warrants represented by a Warrant Certificate. If less than all of the Warrants represented by a Warrant Certificate are exercised, such Warrant Certificate shall be surrendered and a new Warrant Certificate executed by the Company of the same tenor and for

the number of Warrants which were not exercised shall be issued by the Warrant Agent. The Warrant Agent shall (i) countersign such Warrant Certificate, (ii) register such Warrant Certificate in such name or names as may be directed in writing by the Holder and (iii) deliver the new Warrant Certificate to the Person or Persons in whose name such new Warrant Certificate is so registered. Any Warrant Certificate surrendered for exercise shall, if surrendered to the Company, be delivered to the Warrant Agent, and all Warrant Certificates surrendered or so delivered to the Warrant Agent shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. The Warrant Agent shall destroy such cancelled Warrant Certificates and deliver its certificate of destruction to the Company, unless the Company shall otherwise direct.

(d) Issuance of Class B Common Stock.

(i) Upon surrender of a Warrant Certificate evidencing Warrants in conformity with the foregoing provisions and payment of the Exercise Price in respect of the exercise of one or more Warrants evidenced thereby, the Warrant Agent shall, when such payment is received and subject to Section 9.2, deliver to the Company the notice of exercise received pursuant to Section 3.3(a), deliver or deposit all funds received as instructed in writing by the Company and advise the Company by telephone at the end of such day of the amount of funds so deposited to its account. The Company shall thereupon, as promptly as practicable, and in any event within five (5) Business Days after receipt by the Company of such notice of exercise, (A) execute or cause to be executed and deliver or cause to be delivered to the Holder a certificate or certificates representing the aggregate number of shares of Class B Common Stock issuable upon such exercise (based upon the aggregate number of Warrants so exercised), determined in accordance with Section 3.3(g), together with an amount in cash in lieu of any fractional share(s), if the Company so elects pursuant to Section 4.5, or (B) if in the Company's sole discretion the shares of Class B Common Stock are not certificated, make or cause to be made a book entry into the stock ledger of the Company for the aggregate number of shares of Class B Common Stock issuable upon such exercise (based upon the aggregate number of Warrants so exercised), determined in accordance with Section 3.3(g), and deliver or cause to be delivered an amount in cash in lieu of any fractional share(s), if the Company so elects pursuant to Section 4.5. The certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as such Holder shall request in such notice of exercise and shall be registered or otherwise placed in the name of, and delivered to, the Holder.

(ii) Notwithstanding anything to the contrary contained herein, the Company shall not be required to issue or deliver any certificate or certificates for shares of Class B Common Stock purchased upon the exercise of a Warrant or portion thereof, or, as the case may be, make a book entry into the stock ledger of the Company if in the Company's sole discretion the shares of Class B Common Stock are not certificated, prior to fulfillment of all of the following conditions:

(x) the obtaining of approval or other clearance from any state or federal governmental agency which the Company shall, in its reasonable and good faith

discretion, determine to be necessary or advisable and (y) the lapse of such reasonable period of time following the exercise of the Warrant as may be required by applicable law.

(e) Notice to Transfer Agent. Upon the exercise of any Warrant, the Warrant Agent is hereby authorized and directed to notify any transfer agent of the Common Stock upon the exercise of any Warrant. Upon such notification, such transfer agent (and all such transfer agents are hereby irrevocably authorized to comply with this Section 3.3(e)) shall register on its books the necessary number of shares of Common Stock issuable upon such exercise (based upon the aggregate number of Warrants so exercised), determined in accordance with Section 3.3(g); *provided* that such Holder shall have completed and duly executed the Subscription Form set forth in the Warrant Certificate.

(f) Time of Exercise. Except for exercises in connection with and conditioned upon a transaction pursuant to Section 4.1(c), any Warrant exercised hereunder shall, to the extent properly exercised and to the extent the Company has made a reasonable and good faith determination that such exercise does not violate the FCC Restrictions, be deemed to have been effected immediately prior to the close of business on the day on which the Warrant Certificate representing such Warrant shall have been surrendered for exercise as provided above, together with the notice of exercise referred to above and payment in full of the Exercise Price and any documentary, stamp or transfer tax, or other applicable tax or governmental charges. At such time, the certificates for the shares of Common Stock issuable upon such exercise as provided in Section 3.3(d) shall be deemed to have been issued, or, as the case may be, the book entry into the stock ledger of the Company for the shares of Common Stock issuable upon such exercise as provided in Section 3.3(d) shall be deemed to have been made, and, for all purposes of this Agreement, the Holder shall, as between such Person and the Company, be deemed to be and entitled to all rights of the holder of record of such Common Stock.

(g) Shares Issuable. The number of shares of Class B Common Stock “obtainable upon exercise” of Warrants at any time shall be the number of shares of Class B Common Stock for which such Warrants are then exercisable. The number of shares of Class B Common Stock “for which each Warrant is exercisable” shall be one (1) share, subject to adjustment as provided in Section 4.1.

#### **ARTICLE IV. ADJUSTMENTS; DISTRIBUTIONS.**

**Section 4.1. Adjustments.** The number of shares of Common Stock for which each Warrant is exercisable shall be subject to adjustment from time to time as follows:

(a) Upon Subdivisions or Splits. If, at any time after the Original Issuance Date, the number of shares of Common Stock outstanding is increased by a distribution payable in shares of Common Stock (excluding any such distribution in accordance with Section 4.7 as in effect on the date hereof), or by a subdivision or split-up of shares of Common Stock, other than, in any such case, upon the occurrence of a Change of Control to which Section 4.1(c) applies, following the record date for the determination of holders of Common Stock entitled to receive such distribution, or in the cases of a subdivision or split-up, on the day following the effective

date thereof, the number of shares of Class B Common Stock obtainable upon exercise of the Warrants shall be increased in proportion to such increase in outstanding shares of Common Stock. The adjustment made pursuant to this Section 4.1(a) shall become effective (i) in the case of any such distribution, immediately after the close of business on the record date for the determination of holders of Common Stock entitled to receive such distribution or (ii) in the case of such subdivision or split-up, at the time when such subdivision or split-up becomes effective with respect to all holders of Common Stock.

(b) Upon Combinations or Reverse Splits. If, at any time after the Original Issuance Date, the number of shares of Common Stock outstanding is decreased by a combination or reverse split of the outstanding shares of Common Stock into a smaller number of shares of Common Stock, other than upon the occurrence of a Change of Control to which Section 4.1(c) applies, then the number of shares of Class B Common Stock obtainable upon exercise of the Warrants immediately prior to the date of such combination or reverse split shall be decreased in proportion to such decrease in outstanding shares of Common Stock. The adjustment made pursuant to this Section 4.1(b) shall become effective at the time when such combination or reverse split becomes effective with respect to all holders of Common Stock.

(c) Upon a Change of Control.

(i) Upon a Change of Control, each Warrant will be exercisable solely into the right to receive the kind and amount of consideration to which such Holder would have been entitled as a result of such Change of Control had the Warrant been exercised immediately prior thereto. In the event of a Change of Control in which the only consideration payable to holders of Class B Common Stock is cash, each Warrant shall be entitled to receive solely the cash consideration to which such holder would have been entitled as a result of such Change of Control, less the Exercise Price, had the Warrant been exercised immediately prior thereto.

(ii) After compliance by the Company with this Section 4.1(c), each Holder shall (A) consent to and raise no objections with respect to a Change of Control, (B) waive any dissenters rights, appraisal rights or similar rights in connection with a Change of Control (if applicable), on the terms and conditions as may be approved by the Company and (C) surrender all Warrant Certificates to the Warrant Agent, and all such Warrant Certificates surrendered or so delivered to the Warrant Agent shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. Each Holder shall take all actions determined by the Company to be necessary or desirable in connection with the consummation of a Change of Control, including, but not limited to, the execution of such agreements and instruments and other actions necessary to provide the representations, warranties, indemnities, covenants, conditions, escrows and other provisions and agreements relating to a Change of Control (if applicable) on the terms and conditions as may be approved by the Company.

(d) No Exercise Price Adjustment. The Exercise Price payable upon exercise of the Warrant is not subject to adjustment in connection with the provisions of this Section 4.1.

(e) Treasury Shares. Shares of Class B Common Stock at any time owned by the Company or its subsidiaries shall not be deemed to be outstanding for the purposes of any computation under this Section 4.1.

**Section 4.2. Notice of Adjustment.** Whenever the number of shares of Class B Common Stock or other securities or property obtainable upon exercise of each Warrant is required to be adjusted pursuant to Section 4.1, the Company shall deliver to the Warrant Agent a certificate setting forth (a) the number of shares of Class B Common Stock or other securities or property obtainable upon exercise of each Warrant and the Exercise Price therefor after such adjustment, (b) a brief statement of the facts requiring such adjustment and (c) the computation by which such adjustment was made. Such certificate shall be conclusive evidence of the correctness of such adjustment absent manifest error. The Warrant Agent shall not be deemed to have knowledge of such adjustment unless and until it shall have received such certificate. Upon receipt of such certificate, the Warrant Agent shall mail notice of the adjustment described in such certificate to each Holder at the expense of the Company. The Warrant Agent shall be entitled to rely on such certificate and shall be under no duty or responsibility with respect to any such certificate, except to exhibit the same, from time to time, to any Holder desiring to inspect such certificate during reasonable business hours. The Warrant Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any facts exist which may require any adjustment of the number of shares of Common Stock or other securities or property obtainable upon exercise of any Warrant, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making such adjustment, or the validity or value (or the kind or amount) of any shares of Common Stock or other securities or property that may be obtainable upon exercise of any Warrant. The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any shares of Common Stock or other securities or property upon the exercise of any Warrant.

**Section 4.3. Statement on Warrants.** The form of Warrant Certificate need not be changed because of any adjustment made pursuant to Section 4.1, and Warrant Certificates issued after such adjustment may state the same number and kind of shares of Common Stock as are stated in the Warrant Certificates initially issued pursuant to this Agreement. The Company may, however, at any time in its sole discretion (which shall be conclusive), make any change in the form of Warrant Certificate that it may deem appropriate to reflect any such adjustment and that does not affect the substance thereof and any Warrant Certificate thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant Certificate or otherwise, may be in the form so changed.

**Section 4.4. Notice of Certain Events.** In the event that, at any time after the date hereof and prior to 5:00 p.m., New York City time, on the Expiration Date, (a) the Company shall be subject to a Change of Control pursuant to which the provisions of Section 4.1(c) apply or (b) the Company shall sell all or substantially all of its assets, dissolve, liquidate or wind-up its operations, then, in each such case, the Company shall cause to be mailed to the Warrant Agent and each Holder, at the earliest practicable time (and, in any event, not less than ten (10) calendar days before any record date or, if no record date applies, before any date set for closing), notice of the date on which such Change of Control, sale, dissolution, liquidation or winding up shall take place, as the case may be. Such notice shall also set forth such facts as

shall indicate the effect of such action (to the extent such effect may be known at the date of such notice), if any, on the kind and amount of shares of Class B Common Stock and other securities, money and other property deliverable upon exercise of the Warrants. Such notice shall also specify the date, if any, as of which the holders of record of shares of Class B Common Stock or other securities or property issuable upon exercise of the Warrants shall be entitled to exchange their interests for securities, money or other property deliverable upon such Change of Control, sale, dissolution, liquidation or winding up, as the case may be.

**Section 4.5. Fractional Shares.** Notwithstanding anything to the contrary contained in this Agreement, if the number of shares of Class B Common Stock obtainable upon exercise of each Warrant is adjusted pursuant to the provisions of Section 4.1, the Company shall not be required to issue any fraction of a share of Class B Common Stock upon any subsequent exercise of any Warrant. If Warrant Certificates evidencing more than one Warrant shall be surrendered for exercise at the same time by the same Holder, the number of full shares of Class B Common Stock that shall be issuable upon such exercise thereof shall be computed on the basis of the aggregate number of Warrants evidenced by Warrant Certificates so surrendered and expired. If any fraction of a share of Class B Common Stock would, except for the provisions of this Section 4.5, be issuable on the exercise of any Warrant (or specified portion thereof), in lieu of the issuance of such fractional share of Class B Common Stock, the Company may pay the Holder of such Warrant an amount in cash equal to the then fair market value per share of the Class B Common Stock, as determined by the Board of Directors, multiplied by such fraction (computed to the nearest whole cent). The Holders, by their acceptance of the Warrant Certificates, expressly waive their right to receive any fraction of a share of Class B Common Stock instead of such cash.

**Section 4.6. Concerning All Adjustments.** Notwithstanding anything to the contrary contained in this Agreement, if an adjustment is made under any provision of ARTICLE IV on account of any event, transaction, circumstance, condition or happening, no additional adjustment shall be made under any other provision of ARTICLE IV on account of such event, transaction, circumstance, condition or happening. Unless otherwise expressly provided in this ARTICLE IV, all determinations and calculations required or permitted under this ARTICLE IV shall be made by the Company or its Board of Directors, as appropriate, and all such calculations and determinations shall be conclusive and binding in the absence of manifest error.

**Section 4.7. Distributions and Purchases.**

(a) All distributions on and purchases of capital stock and capital stock equivalents shall be approved by the Board of Directors in its sole discretion and made in accordance with applicable law.

(b) All distributions to holders of Warrants, Class A Common Stock or Class B Common Stock shall be made to holders of Warrants, Class A Common Stock and Class B Common Stock concurrently and on a pro rata basis (in the case of Holders of Warrants, based on their ownership of Class B Common Stock underlying their Warrants on an as-exercised basis), *provided* that no such distribution shall be made to holders of Warrants, Class A Common Stock and Class B Common Stock if (x) an FCC ruling, regulation or policy prohibits such

distribution to Holders of Warrants or (y) the Company's FCC counsel opines that such distribution is reasonably likely to cause (i) the Company to violate any applicable FCC rules or regulations or (ii) any such Warrant Holder to be deemed to hold an attributable interest in the Company.

(c) Any tender or exchange offer subject to Section 13 or 14 of the Exchange Act for Class A Common Stock, Class B Common Stock or Warrants shall be made concurrently and on a pro rata basis (in the case of Holders of Warrants, based upon their ownership of Class B Common Stock underlying their Warrants on an as-exercised basis) to all holders of Class A Common Stock, Class B Common Stock and Warrants.

(d) Distributions to Holders of Warrants and payments to Holders of Warrants pursuant to a tender or exchange offer for Warrants subject to Section 13 or 14 of the Exchange Act shall be made in compliance with the FCC's media ownership and attribution rules and alien ownership restrictions.

## **ARTICLE V. LOSS, THEFT, DESTRUCTION OR MUTILATION OF WARRANT CERTIFICATES**

**Section 5.1. Loss, Theft, Destruction or Mutilation.** Upon receipt by the Company and the Warrant Agent of evidence satisfactory to them of the ownership and the loss, theft, destruction or mutilation of any Warrant Certificate, and an indemnity bond in form and amount and with corporate surety satisfactory to them, and (in the case of mutilation) upon surrender and cancellation thereof, then, in the absence of notice to the Company or the Warrant Agent that the Warrants represented thereby have been acquired by a bona fide purchaser, the Company shall issue and the Warrant Agent shall countersign and deliver to the Holder of the lost, stolen, destroyed or mutilated Warrant Certificate, in exchange and substitution for or in lieu thereof, a new Warrant Certificate of the same tenor and representing an equivalent number of Warrants. Upon the issuance of any new Warrant Certificate under this ARTICLE V, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and other expenses (including the fees and expenses of the Warrant Agent) in connection therewith. The provisions of this ARTICLE V are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of lost, stolen, destroyed or mutilated Warrant Certificates.

## **ARTICLE VI. AUTHORIZATION AND RESERVATION OF COMMON STOCK; PURCHASE OF WARRANTS**

### **Section 6.1. Reservation of Authorized Common Stock.**

(a) The Company will at all times reserve and keep available, from its authorized and unissued Common Stock solely for issuance and delivery upon the exercise of the Warrants and free of preemptive rights, such number of shares of Class B Common Stock and other securities, cash or property as from time to time shall be issuable upon the exercise in full

of all outstanding Warrants. The Company further covenants that it shall, from time to time, take all steps necessary to increase the authorized number of shares of its Class B Common Stock if at any time the authorized number of shares of Class B Common Stock remaining unissued would otherwise be insufficient to allow delivery of all the shares of Class B Common Stock then deliverable upon the exercise in full of all outstanding Warrants. The Company covenants that all shares of Class B Common Stock issuable upon exercise of the Warrants will, upon issuance, be duly and validly issued, fully paid and nonassessable and will be free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously or otherwise specified herein). The Company shall take all such actions as may be necessary to ensure that all such shares of Class B Common Stock may be so issued without violation of any applicable law or governmental regulation (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company covenants that, unless in the Company's sole discretion the shares of Class B Common Stock are not certificated, stock certificates issued to evidence any shares of Class B Common Stock issued upon exercise of Warrants will comply with the Delaware General Corporation Law and any other applicable law.

(b) The Company will at all times reserve and keep available, from its authorized and unissued Common Stock solely for issuance and delivery upon the conversion of the shares of Class B Common Stock referred to below, and free of preemptive rights, such number of shares of Class A Common Stock and other securities, cash or property as from time to time shall be issuable upon the conversion in full of all shares of Class B Common Stock issued or issuable upon the exercise of Warrants. The Company further covenants that it shall, from time to time, take all steps necessary to increase the authorized number of shares of its Class A Common Stock if at any time the authorized number of shares of Class A Common Stock remaining unissued would otherwise be insufficient to allow delivery of all the shares of Class A Common Stock then deliverable upon the conversion in full of all shares of Class B Common Stock referred to above that are outstanding or issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Class A Common Stock issuable upon conversion of the shares of Class B Common Stock referred to above will, upon issuance, be duly and validly issued, fully paid and nonassessable and will be free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously or otherwise specified herein). The Company shall take all such actions as may be necessary to ensure that all such shares of Class A Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic stock exchange upon which shares of Class A Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company covenants that, unless in the Company's sole discretion the shares of Class A Common Stock are not certificated, the stock certificates issued to evidence any shares of Class A Common Stock issued upon conversion of shares of Class B Common Stock referred to above will comply with the Delaware General Corporation Law and any other applicable law.

**Section 6.2. Stock Exchange Listing of Class A Common Stock.** So long as any Warrants remain outstanding, the Company will use commercially reasonable efforts to take

all necessary action to have the Class A Common Stock, immediately upon their issuance upon exercise of Class B Common Stock, (i) listed on a national securities exchange or (ii) if the Class A Common Stock is not eligible for listing on any national securities exchange, listed for quotation on the over-the-counter market as reported in the “pink sheets” published by Pink OTC Markets, Inc.

**Section 6.3. Purchase of Warrants by the Company.** The Company shall have the right to purchase or otherwise acquire Warrants at such times, in such manner and for such consideration as it and the relevant Holders of Warrants may deem appropriate. In the event the Company shall purchase or otherwise acquire Warrants, the related Warrant Certificates shall thereupon be delivered to the Warrant Agent for cancellation. Any Warrants purchased or otherwise acquired by the Company shall not be outstanding for any purpose.

## **ARTICLE VII. WARRANT HOLDERS NOT DEEMED STOCKHOLDERS**

**Section 7.1. No Stockholder Rights.** Nothing contained in this Agreement or in any of the Warrant Certificates shall be construed as conferring upon the holders thereof the right to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders for the election of directors of the Company or any other matter, or any rights whatsoever as stockholders of the Company.

## **ARTICLE VIII. WARRANT AGENT**

**Section 8.1. Appointment and Acceptance of Agency.** The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the instructions set forth in this Agreement and the Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same on the terms and conditions herein set forth.

**Section 8.2. Correctness of Statements; Distribution of Warrants.** The statements contained herein and in each Warrant Certificate shall be taken as statements of the Company, and the Warrant Agent assumes no responsibility for the correctness of any of the same except as such statements describe the Warrant Agent or any action taken by it. The Warrant Agent assumes no responsibility with respect to the distribution of the Warrants except as herein otherwise provided.

**Section 8.3. Use of Agents.** The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty thereunder either itself (through its employees) or by or through its attorneys or agents (which shall not include its employees) and shall not be responsible for the misconduct or negligence of any agent appointed; *provided* that due care had been exercised in the appointment and continued employment thereof.

**Section 8.4. Proof of Actions Taken.** Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless such evidence in respect thereof be herein specifically

prescribed) may, in the absence of bad faith on the part of the Warrant Agent, be deemed to be conclusively proved and established by a certificate signed by the Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, any Vice President, the Treasurer or Secretary of the Company and delivered to the Warrant Agent; and such certificate, in the absence of bad faith on the part of the Warrant Agent, shall be full authorization to the Warrant Agent for any action taken, suffered or omitted by it under the provisions of this Agreement in reliance upon such certificate.

**Section 8.5. Compensation; Indemnity.** The Company agrees to pay the Warrant Agent reasonable compensation for all services rendered by the Warrant Agent in the performance of its duties under this Agreement. The Company agrees to reimburse the Warrant Agent for all expenses, taxes and governmental charges and other charges of any kind and nature incurred by the Warrant Agent (including reasonable fees and expenses of the Warrant Agent's counsel and agents) in the performance of its duties under this Agreement. The Company also agrees to indemnify the Warrant Agent for, and to hold it harmless against, any loss, liability or expenses incurred, except as a result of negligence, bad faith or willful misconduct on the part of the Warrant Agent, for anything done or omitted by the Warrant Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability in the premises. The indemnity provided for herein shall survive the expiration of the Warrants and the termination of this Agreement. The costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including lost profits), even if the Warrant Agent has been advised of the likelihood of such loss or damage and regardless of the form of the action.

**Section 8.6. Legal Proceedings.** The Warrant Agent shall be under no obligation to institute any action, suit or legal proceeding or to take any other action likely to involve expense unless the Company or one or more Holders shall furnish the Warrant Agent with reasonable security and indemnity satisfactory to the Warrant Agent for any costs and expenses which may be incurred, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without any such security or indemnity. All rights of action under this Agreement or under any of the Warrants may be enforced by the Warrant Agent without the possession of any of the Warrants or the production thereof at any trial or other proceeding relative thereto, and any such action, suit or proceeding instituted by the Warrant Agent shall be brought in its name as Warrant Agent, and any recovery of judgment shall be for the ratable benefit of the Holders, as their respective rights or interests may appear, or the Company, as applicable.

**Section 8.7. Other Transactions Involving the Company.** The Warrant Agent and any stockholder, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities of the Company or become pecuniarily interested in any transactions in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement or such director, officer or employee. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity including acting as transfer agent or as a lender to the Company or an Affiliate thereof.

**Section 8.8. Actions as Agent.** The Warrant Agent shall act hereunder solely as agent, and its duties shall be determined solely by the provisions of this Agreement. No implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be liable for anything which it may do or refrain from doing in connection with this Agreement except for its own negligence, bad faith or willful misconduct.

**Section 8.9. Liability of Warrant Agent.** The Warrant Agent may conclusively rely upon and shall be protected by the Company and shall not incur any liability or responsibility to the Company or to any Holder for or in respect of any action taken, suffered or omitted by it in reliance on any Warrant Certificate or other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, direction, statement, notice, resolution, waiver, consent, order, certificate or other paper, document or instrument reasonably believed by it to be genuine and to have been signed, executed, sent, presented and, where necessary, verified or acknowledged, by the proper party or parties.

**Section 8.10. Validity of Agreement.** The Warrant Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Warrant Agent) or in respect of the validity or execution of any Warrant (except its counter-signature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant Certificate; nor shall the Warrant Agent by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any underlying securities (or other equity interests) to be issued pursuant to this Agreement or any Warrant, or as to whether any underlying securities (or other equity interests) will, when issued, be validly issued, fully paid and non-assessable, or as to the Exercise Price or the number or amount of underlying securities or other securities or other property issuable upon exercise of any Warrant.

**Section 8.11. Acceptance of Instructions.** The Warrant Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from the Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, any Vice President or Secretary of the Company, and to apply to such officers for advice or instructions in connection with its duties, and shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such officer or officers or for any delay in acting while waiting for those instructions.

**Section 8.12. Right to Consult and Rely Upon Counsel.** Before the Warrant Agent acts or refrains from acting, it may at any time consult with legal counsel (who may be legal counsel for the Company), and the opinion or advice of such counsel shall be full and complete authorization and protection to the Warrant Agent and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it in good faith in accordance with the opinion or advice of such counsel.

**Section 8.13. Change of Warrant Agent.** If the Warrant Agent shall resign (such resignation to become effective not earlier than sixty (60) days after the giving of written notice thereof to the Company and the registered holders of Warrant Certificates) or shall become incapable of acting as Warrant Agent or if the Board shall by resolution remove the Warrant Agent (such removal to become effective not earlier than thirty (30) days after the filing

of a certified copy of such resolution with the Warrant Agent and the giving of written notice of such removal to the registered holders of Warrant Certificates), the Company shall appoint a successor to the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after such removal or after it has been so notified in writing of such resignation or incapacity by the Warrant Agent or by the registered holder of a Warrant Certificate (in the case of incapacity), then the registered holder of any Warrant Certificate may apply to any court of competent jurisdiction for the appointment of a successor to the Warrant Agent. Pending appointment of a successor to the Warrant Agent, either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company. Any successor Warrant Agent, whether appointed by the Company or by such a court, shall be a bank or trust company, in good standing, incorporated under the laws of any state or of the United States of America. As soon as practicable after appointment of the successor Warrant Agent, the Company shall cause written notice of the change in the Warrant Agent to be given to each of the registered holders of the Warrant Certificates at such holder's address appearing on the Warrant Register. After appointment, the successor Warrant Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Warrant Agent without further act or deed. The former Warrant Agent shall deliver and transfer to the successor Warrant Agent all books and records of the Company and any property at the time held by it hereunder and execute and deliver, at the expense of the Company, any further assurance, conveyance, act or deed necessary for the purpose. Failure to give any notice provided for in this Section 8.13 or any defect therein, shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

**Section 8.14. Successor Warrant Agent.** Any company into which the Warrant Agent may be merged or with which it may be consolidated, or any company resulting from any merger or consolidation to which the Warrant Agent shall be a party, shall be the successor Warrant Agent under this Agreement without any further act; *provided, however*, that such company would be eligible for appointment as a successor to the Warrant Agent under the provisions of Section 8.13. Any such successor Warrant Agent shall promptly cause notice of its succession as Warrant Agent to be mailed to the Company and the Holders, at such Warrant Agent's sole expense. If at the time such successor to the Warrant Agent shall succeed under this Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Agreement.

**Section 8.15. Other.** No provision of this Agreement shall require the Warrant Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

## ARTICLE IX. MISCELLANEOUS

**Section 9.1. Money Deposited with the Warrant Agent.** The Warrant Agent shall not be required to pay interest on any moneys deposited pursuant to the provisions of this Agreement, except such as it shall agree in writing with the Company to pay thereon. Any moneys, securities or other property which at any time shall be deposited by the Company or on its behalf with the Warrant Agent pursuant to this Agreement shall be and are hereby assigned, transferred and set over to the Warrant Agent in trust for the purpose for which such moneys, securities or other property shall have been deposited; but such moneys, securities or other property need not be segregated from other funds, securities or other property except to the extent required by law.

**Section 9.2. Payment of Taxes.** The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Common Stock on exercise of Warrants pursuant hereto. The Company shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of any certificates for shares of Common Stock or payment of cash or other property to any Recipient other than the Holder of the Warrant Certificate surrendered upon the exercise of a Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (b) it has been established to the Company's satisfaction that any such tax or other charge that is or may become due has been paid.

### **Section 9.3. Notices.**

(a) Any notice, request, demand or report (each, a "*Communication*") required or permitted to be given or made by this Agreement shall be in writing.

(b) Any Communication authorized by this Agreement to be given or made by the Warrant Agent or by any Holder to or on the Company shall be sufficiently given or made if sent by registered or certified overnight mail or by a nationally recognized overnight delivery service for next day delivery and shall be deemed given upon receipt, or by facsimile or electronic mail, addressed (until another address is filed by the Company with the Warrant Agent) as follows:

Citadel Broadcasting Company

[•]

[•]

Telephone: [•]

Facsimile: [•]

Attention: [•]

With a copy to:

[•]

[•]  
Telephone: [•]  
Facsimile: [•]  
Attention: [•]

(c) Any Communication authorized by this Agreement to be given or made by the Company or by any Holder to or on the Warrant Agent shall be sufficiently given or made if sent by registered or certified overnight mail or by a nationally recognized overnight delivery service for next day delivery and shall be deemed given upon receipt, or by facsimile or electronic mail, addressed (until another address is filed by the Warrant Agent with the Company) as follows:

[WARRANT AGENT]  
[•]  
[•]  
Telephone: [•]  
Facsimile: [•]  
Attention: [•]

(d) Any Communication authorized by this Agreement to be given or made by the Company or the Warrant Agent to any Holder shall be sufficiently given or made if sent by first-class mail, postage prepaid, or by facsimile or electronic mail, addressed to such Holder at the address of such Holder as shown on the registry books of the Company. The Company shall deliver a copy of any notice or demand it delivers to any Holder to the Warrant Agent and the Warrant Agent shall deliver a copy of any notice or demand it delivers to any Holder to the Company.

#### **Section 9.4. Waiver of Jury Trial.**

(a) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER

INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 9.4.

**Section 9.5. Governing Law.** This Agreement and each Warrant Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of New York applicable to contracts made and to be performed therein and for all purposes shall be construed in accordance with the laws of such State.

**Section 9.6. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Company and the Warrant Agent and their respective successors and assigns, and the Holders from time to time of the Warrants. Subject to Section 3.3(e), nothing in this Agreement is intended or shall be construed to confer upon any Person, other than the Company, the Warrant Agent and the Holders of the Warrants, any right, remedy or claim under or by reason of this Agreement or any part hereof.

**Section 9.7. Counterparts.** This Agreement may be executed manually or by facsimile in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

**Section 9.8. Amendments.**

(a) The Warrant Agent may, without the consent or concurrence of the Holders, enter into one or more supplemental agreements or amendments with the Company for the purpose of (i) evidencing the rights of the Holders upon a Change of Control, transfer, reclassification, liquidation or dissolution under Section 4.1(c), (ii) making any changes or corrections in this Agreement that are required to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provision herein or any clerical omission or mistake or manifest error herein contained, (iii) making such other provisions in regard to matters or questions arising under this Agreement as shall not adversely affect the interest of the Holders or be inconsistent with this Agreement or any supplemental agreement or amendment or (iv) adding further covenants and agreements of the Company in this Agreement or surrendering any rights or power reserved to or conferred upon the Company in this Agreement.

(b) With the written consent of the Holders of Warrant Certificates evidencing at least a majority in number of the Warrants at the time outstanding, the Company and the Warrant Agent may at any time and from time to time by supplemental agreement or amendment add any provisions to or change in any manner or eliminate any of the provisions of this Agreement or of any supplemental agreement or modify in any manner the rights and obligations of the Holders and the Company. Notwithstanding anything to the contrary contained in this Agreement, no supplement agreement or amendment that changes the rights and duties of the Warrant Agent under this Agreement shall be effective against the Warrant Agent without the written consent of the Warrant Agent.

**Section 9.9. Third Party Beneficiaries.** The Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and the

Warrant Agent, on the other hand. All rights of action in respect of this Agreement are vested in the respective Holders of the Warrant Certificates.

**Section 9.10. Waivers.** The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if (i) the Company has obtained the written consent of Holders of Warrant Certificates evidencing a majority of the then outstanding Warrants and (ii) any consent required pursuant to Section 9.8 has been obtained.

**Section 9.11. Inspection.** The Warrant Agent shall cause a copy of this Agreement to be available at all reasonable times at the office of the Warrant Agent for inspection by the Holder of any Warrant Certificate. The Warrant Agent may require such Holder to submit his Warrant Certificate for inspection by it.

**Section 9.12. Headings.** The descriptive headings of the several Sections of this Agreement are inserted for convenience and shall not control or affect the meaning or construction of any of the provisions hereof

**Section 9.13. Construction.** This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and the Holders and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.

(a) **Severability.** In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the other remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law; *provided* that this Section 9.13 shall not cause this Warrant Agreement or the Warrants to differ materially from the intent of the parties as herein expressed.

**Section 9.14. Entire Agreement.** This Agreement and the Warrants set forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous, agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed,  
as of the day and year first above written.

CITADEL BROADCASTING COMPANY

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

[WARRANT AGENT]

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

**EXHIBIT A**  
**FORM OF WARRANT CERTIFICATE**  
**CITADEL BROADCASTING COMPANY**

No. \_\_\_\_\_

[ \_\_\_\_\_ ] Warrants

**WARRANTS TO PURCHASE CLASS B COMMON STOCK**

THIS WARRANT HAS BEEN, AND THE COMMON STOCK WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT (THE "WARRANT SHARES," AND TOGETHER WITH THIS WARRANT, THE "SECURITIES") WILL BE, ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED (THE "BANKRUPTCY CODE"). THE SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(b) OF THE BANKRUPTCY CODE, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, PLEDGE OR OTHER TRANSFER OF ANY INTEREST IN ANY OF THE WARRANT SHARES REPRESENTED BY THIS WARRANT.

THE SECURITIES REPRESENTED BY THIS WARRANT ARE SUBJECT TO CERTAIN RESTRICTIONS ON EXERCISE, TRANSFER, SALE, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR OTHER SIMILAR TRANSFER AS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF THE COMPANY AND A WARRANT AGREEMENT AMONG THE COMPANY AND THE WARRANT AGENT (ON BEHALF OF THE ORIGINAL HOLDERS OF THE WARRANT SHARES), COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

This certifies that \_\_\_\_\_, or its registered assigns, is the owner of the number of Warrants set forth above, each of which represents the right to purchase, commencing on the Original Issuance Date (as defined in the Warrant Agreement hereinafter referred to), from CITADEL BROADCASTING COMPANY, a Delaware corporation (the “**Company**”), one share of Class B Common Stock, par value \$.001 per share (the “**Class B Common Stock**”), of the Company (subject to adjustment as provided in the Warrant Agreement hereinafter referred to) at the purchase price (the “**Exercise Price**”) of \$.001 per share of Class B Common Stock by: (a) surrendering this Warrant Certificate at the office of [WARRANT AGENT] or to its successor as the warrant agent under the Warrant Agreement (any such warrant agent being herein called the “**Warrant Agent**”) (with (i) the Subscription Form set forth in the Warrant Certificate and (ii) the Ownership Certification in each case fully completed and duly executed), (b) delivering to the Warrant Agent the Subscription Form on the reverse hereof completed and duly executed, with signature guaranteed as therein specified and (c) delivering payment in full of the Exercise Price by certified bank check or official bank check in New York Clearing House funds payable to the order of the Company and delivered to the Warrant Agent, all subject to the terms and conditions hereof and of the Warrant Agreement. This Warrant Certificate may be exercised as to all or any whole number of the Warrants evidenced hereby.

Each outstanding Warrant may be exercised on any Business Day which is on or after the Original Issuance Date and on or before the Expiration Date, but only if the Holder has delivered to the Company an Ownership Certification and such exercise otherwise satisfies the FCC Restrictions, is exempt from the registration requirements of the Securities Act and Section 2.4(c) of the Warrant Agreement is not applicable to such exercise. Any Warrants not exercised by 5:00 p.m., New York City time, on the Expiration Date (or, if applicable, immediately prior to consummation of a transaction pursuant to Section 4.1(c) of the Warrant Agreement) shall expire and all rights thereunder and all rights in respect thereof under this Warrant and the Warrant Agreement shall automatically terminate at such time.

This Warrant Certificate is issued under and in accordance with a Warrant Agreement dated as of [\_\_\_], 2010 (the “**Warrant Agreement**”) by and between the Company and [WARRANT AGENT], as Warrant Agent, and is subject to the terms and provisions contained therein, all of which terms and provisions the Holder of this Warrant Certificate consents to by acceptance hereof. The Warrant Agreement is hereby incorporated herein by reference and made a part hereof. Reference is hereby made to the Warrant Agreement for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Company and the Holders. The summary of the terms of the Warrant Agreement contained in this Warrant Certificate is qualified in its entirety by express reference to the Warrant Agreement. All capitalized terms used in this Warrant Certificate that are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement.

Copies of the Warrant Agreement are on file at the office of the Warrant Agent and may be obtained by writing to the Warrant Agent at the following address:

[WARRANT AGENT]

[•]

[●]  
Telephone: [●]  
Facsimile: [●]  
Attention: [●]

The number of shares of Class B Common Stock obtainable upon the exercise of each Warrant is subject to adjustment as provided in the Warrant Agreement. As to any final fraction of shares of Class B Common Stock which the same Holder of one or more Warrants would otherwise be entitled to purchase upon exercise thereof in the same transaction, the Company may pay the cash value thereof determined as provided in the Warrant Agreement.

The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Class B Common Stock on exercise of Warrants pursuant hereto. The Company shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of any certificates for shares of Class B Common Stock or payment of cash or other property to any Recipient other than the Holder of the Warrant Certificate surrendered upon the exercise of a Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (b) it has been established to the Company's satisfaction that any such tax or other charge that is or may become due has been paid.

Subject to Section 2.4 of the Warrant Agreement, this Warrant Certificate and all rights hereunder are transferable by the registered Holder hereof, in any whole number of Warrants, in accordance with the provisions of the Warrant Agreement, on the register maintained by the Warrant Agent for such purpose at its office in [WARRANT AGENT'S OFFICE LOCATION], upon surrender of this Warrant Certificate duly endorsed, or accompanied by a written instrument of transfer form satisfactory to the Company and the Warrant Agent completed and duly executed, with signatures guaranteed as specified in the attached Form of Assignment, by the registered Holder hereof or his attorney duly authorized in writing and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. Upon any partial transfer, the Warrant Agent will issue and deliver to such Holder a new Warrant Certificate with respect to any portion not so transferred. Each taker and Holder of this Warrant Certificate, by taking and holding the same, consents and agrees that prior to the registration of transfer as provided in the Warrant Agreement, the Company and the Warrant Agent may treat the Person in whose name the Warrants are registered as the absolute owner hereof for any purpose and as the Person entitled to exercise the rights represented hereby, any notice to the contrary notwithstanding. Each taker and Holder of a Warrant and each taker and holder of shares of Common Stock issued pursuant to a Warrant agrees to be bound by the terms and conditions of this Warrant and the Warrant Agreement.

This Warrant Certificate may be exchanged, in accordance with the terms of the Warrant Agreement, at the office of the Warrant Agent maintained for such purpose in [WARRANT AGENT'S OFFICE LOCATION] for Warrant Certificates representing the same aggregate number of Warrants, each new Warrant Certificate to represent such number of Warrants as the Holder hereof shall designate at the time of such exchange.

Prior to the exercise of the Warrants represented hereby, the Holder of this Warrant Certificate, as such, shall not be entitled to any rights of a stockholder of the Company, including, without limitation, the right to vote or to consent to any action of the stockholders, to exercise any preemptive right or to receive any notice of meetings of stockholders, and shall not be entitled to receive any notice of any proceedings of the Company except as provided in the Warrant Agreement. In the event a Holder exercises any Warrant and completes and duly executes the Ownership Certification and the attached Subscription Form, the Company shall admit such Holder as a stockholder of the Company and the Company shall record such admission on its books.

**This Warrant Certificate shall be void and all rights evidenced hereby shall cease on the Expiration Date.**

This Warrant Certificate shall not be valid for any purpose until it shall have been countersigned by the Warrant Agent.

CITADEL BROADCASTING COMPANY

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

Dated: \_\_\_\_\_

Countersigned:

[WARRANT AGENT]

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

Name:

Title:

Dated: \_\_\_\_\_

[FORM OF REVERSE OF WARRANT CERTIFICATE  
SUBSCRIPTION FORM]  
(to be executed only upon exercise of Warrants)

To: \_\_\_\_\_

The undersigned hereby irrevocably exercises \_\_\_\_\_ of the Warrants represented by the Warrant Certificate to obtain \_\_\_\_\_ shares of Class B Common Stock (subject to adjustment) of CITADEL BROADCASTING COMPANY, a Delaware corporation (the “*Company*”), for each Warrant exercised, and makes payment of \$\_\_\_\_\_ (such payment being by certified bank check or official bank check in New York Clearing House funds payable to the order of the Company and delivered to the Warrant Agent equal to the Exercise Price of the Warrants being exercised), on the terms and conditions specified in the Warrant Certificate and the Warrant Agreement therein referred to, and hereby surrenders this Warrant Certificate and all right, title and interest therein to and directs that the shares of Class B Common Stock due upon the exercise of such Warrants be registered or placed in the name and the address specified below.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
Signature Guaranteed By<sup>1</sup>

<sup>1</sup> The Holder’s signature must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an “eligible guarantor institution” as defined by Rule 17Ad-15 under the Exchange Act.

Securities and/or check to be issued to: \_\_\_\_\_

Please insert social security or identifying number: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

## [FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned registered holder of the Warrant Certificate hereby sells, assigns and transfers unto the Assignee(s) named below (including the undersigned with respect to any Warrants constituting a part of the Warrants evidenced by the within Warrant Certificate not being assigned hereby) all of the rights of the undersigned under the Warrant Certificate, with respect to the whole number of Warrants set forth below:

\_\_\_\_\_  
Name(s) of Assignee(s):

\_\_\_\_\_  
Address:

\_\_\_\_\_  
No. of Warrants:

Please insert social security or other identifying number of assignee(s):  
\_\_\_\_\_

and does hereby irrevocably constitute and appoint \_\_\_\_\_  
the undersigned's attorney to make such transfer on the books of \_\_\_\_\_  
maintained for such purposes, with full power of substitution in the premises.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
Signature Guaranteed By<sup>1</sup>

<sup>1</sup> The Holder's signature must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" as defined by Rule 17Ad-15 under the Exchange Act.

**EXHIBIT B**  
**FORM OF OWNERSHIP CERTIFICATION**

**\*\*\* This Form must be accompanied by a completed FCC Worksheet current as of the date of this certification**

\_\_\_\_\_ (the “**Holder**”) hereby represents and certifies that as of the date below such Holder is

\_\_\_\_\_ (a) a citizen of the United States (“**U.S. Citizen**”), or

\_\_\_\_\_ (b) an entity organized under the laws of the United States (“**U.S. Entity**”).

To the extent the Holder is a U.S. Entity, the Holder represents and certifies that as of the date below, U.S. Citizens and U.S. Entities hold,

\_\_\_\_\_ percent of the direct and indirect **voting interests** of Holder, and

\_\_\_\_\_ percent of the direct and indirect **equity interests** of Holder.

The Holder further represents and certifies that, for purposes of this Ownership Certification, it has determined its level of direct and indirect voting and ownership interests in accordance with 47 U.S.C. § 310(b) and FCC rules.

The Holder acknowledges that the Company may decline to honor a requested exercise if it has a reasonable basis to believe, based on the most recent information available to it, that the exercise would cause more than 20% of its New Common Stock in the aggregate to be owned, directly or indirectly, by alien owners; provided that the Company shall not be required to monitor the alien ownership among its stockholders more often than required by federal communications law.

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

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit G**

**List of Rejected Executory Contracts and Unexpired Leases**

### **Rejected Executory Contracts and Unexpired Leases<sup>1</sup>**

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>
PROGRAMMING AGREEMENT	ATLAS TALENT AGENCY, INC	DC RADIO ASSETS, LLC
PROGRAMMING AGREEMENT	JACOBS MEDIA	CITADEL BROADCASTING COMPANY
PROGRAMMING AGREEMENT	JACOBS MEDIA	DC RADIO ASSETS, LLC
PROGRAMMING AGREEMENT	JACOBS MEDIA	DC RADIO ASSETS, LLC
PROGRAMMING AGREEMENT	JOHN WILLYARD PRODUCTIONS, INC. / ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY
EXEMPTION ENGAGEMENT LETTER DATED 5/26/2009	METROPOLITAN BUSINESS ASSOCIATES, LLC	DC RADIO ASSETS, LLC
LOCAL MARKETING AGREEMENT	OAK RIDGE FM INC	CITADEL BROADCASTING COMPANY
EMPLOYEE/SERVICES CONTRACT	PARKS, ANDREW C.	DC RADIO ASSETS, LLC
EMPLOYEE/SERVICES CONTRACT	SCARBOROUGH, CHARLES J.	NY RADIO ASSETS, LLC
TOWER/TRANSMITTER LEASE	STEVE R EARLE SYDNEY E COBB	CITADEL BROADCASTING COMPANY
AGREEMENT OF PLAN AND MERGER DATED 2/6/2006 AS AMENDED 11/19/2006	THE WALT DISNEY COMPANY	CITADEL BROADCASTING CORPORATION
SEPARATION AGREEMENT DATED 2/6/2006 AS AMENDED 11/19/2006	THE WALT DISNEY COMPANY	CITADEL BROADCASTING CORPORATION
TAX SHARING AND INDEMNIFICATION AGREEMENT	THE WALT DISNEY COMPANY	CITADEL BROADCASTING CORPORATION
EQUIPMENT LEASE"CONTRACT START DATE: 07/09/2007	WELLS FARGO FINANCIAL LEASING INC	CITADEL BROADCASTING CORPORATION

<sup>1</sup> Neither the exclusion nor inclusion of any contract or lease on this list of rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of rejection or that any Reorganized Debtor(s) has any liability thereunder. Further, the Debtors expressly reserve the right to (i) remove any Executory Contract or Unexpired Lease from this list and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Confirmation Date and (ii) contest any claim (or claim amount) asserted in connection with rejection of any Executory Contract or Unexpired Lease.

This list remains subject to further revision. The Debtors expressly reserve the right to alter, modify, amend, remove, augment or supplement this list at any time in accordance with the Plan.

**Exhibit H**

**List of Assumed Executory Contracts and Unexpired Leases**

### **Assumed Executory Contracts and Unexpired Leases<sup>1</sup>**

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT	12 STOPS INC	RADIO NETWORKS, LLC	\$0.00
COMMUNICATIONS CONTRACT	1 VELOCITY, INC.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT START DATE: 08/01/2006	201 ST CHARLES PLACE LLC	CITADEL BROADCASTING COMPANY	\$48.89
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/2003	201 ST CHARLES PLACE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE CONTRACT START DATE: 08/01/2006	201 ST CHARLES PLACE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2003	201 ST CHARLES PLACE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/2003	233 BROADCAST LLC	ALPHABET ACQUISITION CORP.	\$0.00
REAL PROPERTY LEASE / SUBLEASE	2-L	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 07/01/2007	59 61 COURT ST LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 08/01/2004	60 MONROE CENTER LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2003	60 MONROE CENTER LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/01/2006	A WILBERTS SONS LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	AAT	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/30/1997	AAT COMMUNICATIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00

<sup>1</sup> Neither the exclusion nor inclusion of any contract or lease on this list of assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption or that any Reorganized Debtor(s) has any liability thereunder. Further, the Debtors expressly reserve the right to (i) remove any Executory Contract or Unexpired Lease from this list and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (ii) contest any claim (or claim amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

This list remains subject to further revision. The Debtors expressly reserve the right to alter, modify, amend, remove, augment or supplement this list at any time in accordance with the Plan.

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
REAL PROPERTY LEASE	ABC INC	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/12/2007	ABC INC	CHICAGO FM RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/1998	ABC INC	DC RADIO ASSETS, LLC	SEE ABOVE
TRADEMARK LICENSE AGREEMENT (NETWORK) DATED MAY 15, 2007 (AS AMENDED JUNE 12, 2007)	ABC NETWORK IP, LLC	NETWORK LICENSE, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 11/01/2007	ABC RADIO NETWORKS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/03/2006	ABC RADIO NETWORKS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/30/2008	ABC RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 8/9/2004 Dated 8/9/2004	ABELS, DEIRDRE	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 02/15/2008	ACCUWEATHER INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	ACE AMERICAN INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$9,008.95
OTHER	ACE AMERICAN INSURANCE COMPANY (ACE)	CITADEL BROADCASTING CORPORATION	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2009 Dated 8/1/2009	ACKER, ALLISON	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT	ACT1 SYSTEMS, INC.	RADIO NETWORKS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2007	ACTION IMAGING GROUP	CITADEL BROADCASTING COMPANY	\$55.22
REAL PROPERTY SUBLEASE	ACTION RADIO	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
SERVICE CONTRACT Dated 4/1/2009 Dated 4/1/2009	ACTIVE FIRE CONTROL	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	ADAIR, CHARLES D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/10/2009	ADAMS, PAT A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	ADATO, FAY E.	DC RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ADAY, APRIL D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	ADDY, JESSE G.	DETROIT RADIO, LLC	\$0.00
SERVICE CONTRACT	ADP	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 08/31/2007	ADT SECURITY SERVICES INC	CHICAGO RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 04/01/2005	ADVANTAGE FINANCIAL SERVICES LLC	CITADEL BROADCASTING COMPANY	\$587.44
SOFTWARE LICENSE	ADVERTISING DATABASE	RADIO NETWORKS, LLC	\$559.08
MAINTENANCE AGREEMENT CONTRACT START DATE: 05/01/2009	AERO MECHANICAL INC	CITADEL BROADCASTING COMPANY	\$844.55
UNION AGREEMENT - NATIONAL CODE OF FAIR PRACTICE FOR COMMERCIAL RADIO	AFTRA	ALPHABET ACQUISITION CORP.	\$0.00
UNION AGREEMENT - WLS/WZZN ANNOUNCERS AND NEWSPERSONS AGREEMENT	AFTRA	CHICAGO FM RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - WLS/WZZN ANNOUNCERS AND NEWSPERSONS AGREEMENT	AFTRA	CHICAGO RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - WJZW ANNOUNCERS	AFTRA	DC RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - WMAL AND WRQX ANNOUNCERS AND NEWSPERSONS	AFTRA	DC RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - KLOS STAFF ANNOUNCERS AND FREELANCE	AFTRA	KLOS-FM RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - ANNOUNCERS AND FREELANCE	AFTRA	LA RADIO, LLC	\$0.00
UNION AGREEMENT - ABC STAFF NEWSPERSONS	AFTRA	NY RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - NATIONAL CODE OF FAIR PRACTICE FOR COMMERCIAL RADIO	AFTRA	RADIO NETWORKS, LLC	\$0.00
UNION AGREEMENT - KGO STAFF ANNOUNCERS AND NEWSPERSONS	AFTRA	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - RADIO CODE FOR WEST COAST REGIONAL AND LOCAL PROGRAMS	AFTRA	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
UNION AGREEMENT - STAFF ANNOUNCERS AND FREELANCE	AFTRA	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - ABC STAFF NEWSPERSONS	AFTRA	WPLJ RADIO, LLC	\$0.00
UNION AGREEMENT - FM TALENT AGREEMENT (WPLJ)	AFTRA	WPLJ RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 8/28/2009	AG MEDIA RESEARCH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/21/2005 Dated 11/21/2005	AGRUSA, THERESA K.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	AIRNET	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 12/9/2004 Dated 12/9/2004	AIRTIME	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2007	ALAN C WILSON	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2009 Dated 7/1/2009	ALAN C WILSON	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2007	ALAN C WILSON	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ALAN C WILSON	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ALAN C WILSON	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2007	ALAN C WILSON	CITADEL BROADCASTING COMPANY	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 01/01/2008	ALARM RESEARCH INC	CITADEL BROADCASTING COMPANY	\$0.00
MAINTENANCE AGREEMENT CONTRACT START DATE: 09/01/2005	ALARM RESEARCH INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 01/02/2008	ALARM RESEARCH INC	CITADEL BROADCASTING CORPORATION	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	ALBERTS, BRENT	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 01/01/2006	ALBUQUERQUE ISOTOPES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	ALDERMAN, JACQUELINE	WPLJ RADIO, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 5/24/2004 Dated 5/24/2004	ALEXANDER, DELVIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	ALEXANDER, JAMES F.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	ALIM, EUGENE	DC RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	ALL MOBILE VIDEO	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/23/2009	ALL MOBILE VIDEO INC	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/3/2009	ALLEN, ELIZABETH J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/31/2009	ALLEN, MATTHEW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/27/2006	ALLEN, RONNIE D.	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 03/12/2003	ALLIED WASTE SERVIES OF NASHVILLE	CITADEL BROADCASTING COMPANY	\$236.16
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	ALLISON, JACOB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/30/1989	ALLISON, LYNDAE L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/14/2009	ALLISON, MATTHEW	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	ALLTEL	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	ALLTEL COMMUNICATIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2006	ALLYSON MARTINEK	DETROIT RADIO, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/11/2008	ALPINE TOWER CO	WPLJ RADIO, LLC	\$440.95
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	ALVARADO, RAUL I.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2007 Dated 10/1/2007	ALVAREZ-JACKSON, MARIA T.	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated Month to month	ALYSON STEEL	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 2/20/2007	AMARAL, JUSTIN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	AMERICAN BROADCASTING CO	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	AMERICAN MESSAGING SERVICE	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/1995	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/14/1995	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/16/2004	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/01/1993	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2007	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	AMERICAN TOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/05/1990	AMERICAN TOWER CORP	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 5/26/2009 Dated 5/26/2009	AMICUCCI, ROBERT	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2001 Dated 2/1/2001	ANDERSON, BOBBI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	ANDERSON, JANEL C.	MINNEAPOLIS RADIO ASSETS,	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 03/09/2009	ANDOMEDIA LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/13/2008 Dated 10/13/2008	ANDREWS, CHERYLL A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/7/1996 Dated 5/7/1996	ANDREWS, LADONNA	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 11/30/2009 Dated 11/30/2009	ANSILIO, SUZANNE	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/30/2008 Dated 10/30/2008	ANTONIELLO, JOYCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/24/2009 Dated 6/24/2009	ANTONIOLI, BETH L.	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT	AON CONSULTING GROUP	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	AON RISK SERVC INC	CITADEL BROADCASTING CORPORATION	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/2005	APEX BROADCASTING INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 04/01/2009	APEX BROADCASTING INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 01/01/2008	ARAMARK	CITADEL BROADCASTING COMPANY	\$2,022.39
OTHER CONTRACT Dated 7/17/2008	ARCSOURCE INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/28/2005	ARIAS, LAURA A.	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 01/01/2008	ARKANSAS COUNTY BROADCASTERS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	ARLEN, RONALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/1999	ARMER, JERRY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	ARNELL, SHAWN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2001 Dated 10/1/2001	ARNOLD, KATE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/03/2009	ARRIENS, DARRIN	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2001	ARTHUR W BARTLETT JR	CITADEL BROADCASTING COMPANY	\$820.77
MUSIC LICENSE	ASCAP	CITADEL BROADCASTING COMPANY	\$618,422.54

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
MUSIC LICENSE	ASCAP	ATLANTA RADIO, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	DC RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	CHICAGO FM RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	DETROIT RADIO, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	KLOS SYNDICATIONS ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	LA RADIO, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	NY RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	RADIO NETWORKS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	RADIO TODAY ENTERTAINMENT, INC.	SEE ABOVE
MUSIC LICENSE	ASCAP	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	WBAP-KSCS ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	ASCAP	WPLJ RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT	ASCENT MEDIA NETWORK SERVICES	RADIO NETWORKS, LLC	\$12,870.96
EMPLOYEE/SERVICES CONTRACT Dated 4/26/1999 Dated 4/26/1999	ASHCRAFT, SUSAN M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2004	ASSOCIATED PRESS	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 12/23/2007	ASSOCIATED PRESS	ATLANTA RADIO, LLC	\$1,350.14
PROGRAMMING CONTRACT CONTRACT START DATE: 06/30/2006	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 11/17/2006	ASSOCIATED PRESS	RADIO LICENSE HOLDING VIII, LLC	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 11/17/2006	ASSOCIATED PRESS	RADIO LICENSE HOLDING VIII, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/07/2001	ASSOCIATED PRESS	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 11/12/2007	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2004	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2004	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/14/2005	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT CONTRACT START DATE: 05/10/2003	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2005	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2006	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/06/2003	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/30/2000	ASSOCIATED PRESS	CITADEL BROADCASTING CORPORATION	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/1998	ASSOCIATED PRESS	DETROIT RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2007	ASSOCIATED PRESS	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/05/2003	ASSOCIATED PRESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
SERVICE CONTRACT Dated 3/5/2009	AT&T	CITADEL BROADCASTING COMPANY	\$16,235.56
REAL PROPERTY LEASE / SUBLEASE Dated 9/11/1995 Dated 9/11/1995	AT&T	CITADEL BROADCASTING COMPANY	\$105,644.97
COMMUNICATIONS CONTRACT CONTRACT START DATE: 02/11/2008	AT&T GLOBAL NETWORK SERVICES	CITADEL BROADCASTING COMPANY	\$18.13
COMMUNICATIONS CONTRACT	AT&T MOBILITY	CITADEL BROADCASTING COMPANY	\$8,794.57
REAL PROPERTY SUBLEASE	AT&T NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/1/2008 Dated 10/1/2008	AT&T SERVICES, INC.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2009	ATLAS TALENT AGENCY INC	DETROIT RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2008	ATLAS TALENT AGENCY INC	DETROIT RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 6/1/2004 Dated 6/1/2004	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING AGREEMENT Dated Month to Month	ATLAS TALENT AGENCY INC	RADIO NETWORKS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 1/1/2007	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 10/1/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 12/1/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 4/1/2009	ATLAS TALENT AGENCY INC	DETROIT RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2004	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2007	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2008	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2006	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2007	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2009	ATLAS TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2010	ATLAS TALENT AGENCY INC	DETROIT RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	ATWOOD, ALISON	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 4/1/2009 Dated 4/1/2009	AUBURN ISP RADIO NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2008	AUDIENCE DEVELOPMENT GROUP	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2008	AUDIOBOY SOUNDWORKS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/17/2009	AUGOSTINI, LOUIS P.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 05/01/2006	AUGUSTA PLAZA ASSOCIATES LLC	CITADEL BROADCASTING COMPANY	\$3,267.47
PROGRAMMING AGREEMENT Dated 3/26/2007	AURN NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	AUSTIN, DAVID	RADIO NETWORKS, LLC	\$0.00
COMMUNICATIONS CONTRACT	AVAYA	ATLANTA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2008	AVERSA, RALPH F.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT	A-WARE SOFTWARE INC	CITADEL BROADCASTING COMPANY	\$127.28
LICENSING AGREEMENT	A-WARE SOFTWARE, INC.	DETROIT RADIO, LLC	SEE ABOVE
OTHER	AXIS INSURANCE CO	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER CONTRACT	AXIS INSURANCE COMPANY	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2005	AYCOCK, DANNY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	AYRES, BILL J.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/30/2009	BAILEY, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 7/7/2008	BAILIN, DAVID S.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	BAISDEN ENTERPRISES INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT	BAISDEN ENTERPRISES INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT	BAISDEN ENTERPRISES INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT	BAISDEN ENTERPRISES INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/14/2009	BAKER, BENJAMIN W.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/15/2008	BAKER, CHRIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/29/2004 Dated 7/29/2004	BAKER, DOUGLAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	BAKER, MELINDA K.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BAKITA, BRET	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/15/2008	BALDY, RAY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BALLARD, JOHN A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BANISH, LAURA M.	RADIO DETROIT, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 01/17/2006	BANKERS LEASING CO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/23/2009	BANNISTER, COREY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	BARANYI, CELESTE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/15/2009	BARKER, HARRY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/02/2006	BARNARD & CO	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/24/2002	BARNIDGE, PHIL	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 3/31/2008	BARRERE, JAMES W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	BARRY, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/20/2008	BASON, LORI H.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/3/2006	BASS, JAMES M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/5/1982	BASTIDA, PATRICIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/29/2008	BATCHAN, CELESSA T.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BATTALIO, ALBERT J.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2010	BAUDIER COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/17/2008	BAXTER, EDWARD B.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 01/01/2008	BAY CITY NEWS INC	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
COMMUNICATIONS CONTRACT Dated 11/1/2008	BAY RING COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 04/11/2000	BAYLINE REALTY LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2009	BEALS, SALLY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BEASLEY, KENNETH R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/22/2008	BEATON, JOHN D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/27/1997	BEAULIEU, JULIE	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	BEAZLEY INSURANCE CO., INC.	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	BECKMANN, FRANK C.	DETROIT RADIO, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BEDROSSIAN FUETTERER, MARY	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/30/2009	BEISHLIN, BRIAN J.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/29/2003	BELL, CYNTHIA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BELL-BROWN, TANYA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BELLO, WILLIAM M.	SAN FRANCISCO RADIO ASSET	\$0.00
COMMUNICATIONS CONTRACT	BELLSOUTH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/05/2008	BENDENA, LAWRENCE	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/28/1992	BENEDETTI, LEE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2004	BENJAMIN, NICHOLAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BENTON, BILLY G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/14/1999	BENTON, CHARLES E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BENTON, RONALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/11/2009	BERLIN, NORMAN	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BERNSTEIN, DARREN T.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/2/2008	BEROTH, CARMELLA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/14/2009	BERRY, DAWN C.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2006	BERRY, JEFF M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BESSERT, LINK H.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/11/2005	BIKE, LEONARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/19/2009	BILETNIKOFF, JEFFERY M.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT	BILL ST. JAMES	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/05/2007	BILL TRAVIS PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 6/1/2006	BILL COSWORTH PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BILLINGSLEY, MARK A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BINGHAM, MATTHEW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	BIONDI, RICHARD O.	CHICAGO FM RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 02/07/2007	BIRCHAMS INC	CITADEL BROADCASTING COMPANY	\$449.84
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	BIRCHFIELD, ANGELA M.	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/12/2009	BITNEY, JOSH L.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/27/2000 Dated 4/27/2000	BIVENS, DIANNE M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/10/2006	BLAINE FOWLER	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	BLAISDELL, TIMOTHY F.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	BLAKE, LATASHA S.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	BLALOCK CONCRETE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	BLANKE, DONNA R.	CHICAGO FM RADIO ASSETS	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/13/2009	BLAYLOCK, JOE T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/19/2008	BLEVINS, DEAN	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	BLUE CROSS BLUE SHIELD OF MICHIGAN	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
SERVICE CONTRACT Dated 9/25/2005	BLUE FLAME OF SULPHUR SPRINGS	CITADEL BROADCASTING COMPANY	\$0.00
MUSIC LICENSE	BMI RADIO	CITADEL BROADCASTING COMPANY	\$618,975.15
MUSIC LICENSE	BMI RADIO	ATLANTA RADIO, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	RADIO NETWORKS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	CHICAGO FM RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	DC RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	DETROIT RADIO, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	KLOS SYNDICATIONS ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	LA RADIO, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	NY RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	RADIO TODAY ENTERTAINMENT, INC.	SEE ABOVE
MUSIC LICENSE	BMI RADIO	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	WBAP-KSCS ASSETS, LLC	SEE ABOVE
MUSIC LICENSE	BMI RADIO	WPLJ RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BOGOSLAVSKY, MELINDA C.	RADIO NETWORKS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 11/01/2006	BOISE OFFICE EQUIPMENT	CITADEL BROADCASTING COMPANY	\$0.00
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	BOISE STATE UNIVERSITY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BOLUS, JOHN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BOND, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2005	BONDS, LOLITA K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BONK, LISA A.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BONVOULOIR, MARC	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/8/2003	BOOHER, MARTIN	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BOOKER, JOSEPH H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/28/2008	BORCHARD, CHARLES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/24/2008	BORING, ROCHELLE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	BORN, DAVID J.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/1998 Dated 1/1/1998	BOROUGH OF EPHRATA	CITADEL BROADCASTING COMPANY	\$6,087.40
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	BOROUGH OF EPHRATA	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2000	BOTELHO, CAROL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/30/1995	BOUTOT, JEFFREY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BOWKER, TOBY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BOWLING, DAVE L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/2/2006	BOYD, TAMMY O.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE	BOYLE INVESTMENT CO	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	BRACKETT, RICHARD L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/29/2003	BRADLEY, KAY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BRADSHAW, CHRIS L.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/2001	BRADY SULLIVAN PLAZA LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/29/2008	BRADY, THOMAS J.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BRAGG, STEPHEN A.	RADIO ATLANTA, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/25/2008	BRAKE, DONALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	BRALEY, PETER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BRANDT, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/19/2007	BRANTLEY, CHERI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/22/2009	BRAUE, JENNIFER C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2009	BRENNAN, SEAN P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	BRENNAN, TIMOTHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	BREWER, KRISTA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 3/1/2008	BRIAN CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/10/2000	BRICKLEY, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/24/2006	BRIER, CORLISS J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BRILL, STEVEN B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2006	BRINKER, ROBERT	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/22/2008	BRISTOW, JON L.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
SOFTWARE LICENSE	BROADCAST ELECTRONICS	DETROIT RADIO, LLC	\$6,192.55
LICENSING AGREEMENT CONTRACT START DATE: 02/01/2007	BROADCAST MANAGER INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2006	BROADCAST MANAGER INC	ATLANTA RADIO, LLC	SEE ABOVE
LICENSING AGREEMENT Dated 3/15/2009	BROADCAST MANAGER INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
LICENSING AGREEMENT CONTRACT START DATE: 06/15/2008	BROADCAST MANAGER INC	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2009	BROADCAST MANAGER INC	ATLANTA RADIO, LLC	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2008	BROADCAST SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/02/1998	BROADCAST SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 10/13/2003	BROCATO, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/04/2008	BROOKE, MATTHEW C.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BROOKS, LEON E.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/23/2006	BROOKS, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2008	BROWN MEDIA INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/9/2005	BROWN, BARRY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/5/2006	BROWN, DESTRY W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/15/2008	BROWN, GREGORY G.	CHICAGO FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	BROWN, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BROWN, ROSS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BROWN, RYAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BROWN, SYLVESTER R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/27/2009	BROWNE, CHRISTINA M.	NY RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 8/8/2005	BRUCH, JASON L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/18/2000	BRUNERO, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BRUNS, DANIELLE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2003	BRUNS, KIMBERLY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	BRYAN APPLE	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/11/2007	BRYANT, ANGELA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/15/2009	BRYANT, CEDRIC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/6/2007	BRYANT, GREGORY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/08/2008	BRZEZINSKI, MIKA E.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/15/2008	BUCHANAN, MARGARET A.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/26/2009	BUCHMANN, ROBERT G.	KLOS-FM RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/15/2007	BUDDHA GIRL ENTERTAINMENT	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2007	BUDDHA GIRL ENTERTAINMENT	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2005	BUFFALO BILLS INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 11/1/2009	BULLSEYE RESEARCH	DC RADIO ASSETS, LLC	\$2,145.20
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	BULMER, GEORGE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	BUNNER, REBECCA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/2/2009	BURCH, BEVERLY	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BUREL, DANIEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/14/1999	BURGESS, DIANE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/13/2009	BURGIN, MELISSA	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2008	BURKE, JERI C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BURKE, JOHNNY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BURKE, SPENCER J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2003	BURKHALL, CLINT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BURKHARDT, RICKY L.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/19/2009	BURKHART, BRET	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/02/2009	BURLINGAME, ROBERT C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/10/2009	BURNS, EUGENE M.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BURNSIDE, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	BURRIS, KEVIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	BURSH, JOSHUA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	BURT, SARAH T.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/3/2008	BUSH, JOANNE M.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 5/12/2008	BUSINESS COMPUTING & INFO. SVS	CITADEL BROADCASTING COMPANY	\$1,808.87

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	BYRD, LYNETTE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	C E S D	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated Month to Month	C E S D	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	C STUDENT ENTERTAINMENT	RADIO NETWORKS, LLC	\$0.00
CONSULTING CONTRACT Dated 6/1/2009	C.E.S.D. TALENT AGENCY	WBAP-KSCS ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 1/14/2008	CAAMANO, MANUEL	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/16/1995	CABEZAS, JODY	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	CABLE ONE	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT Dated 11/24/2009	CABLEVISION LIGHT PATH INC	CITADEL BROADCASTING	\$8,820.22
EMPLOYEE/SERVICES CONTRACT Dated 5/18/2009	CADIGAN, ROBERT S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	CAIN, JAMES D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	CAIN, RANDY G.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	CALDWELL, FRANK	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CALHOUN, JOANN	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/5/2008	CAMPBELL, ANTHONY	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/21/2009	CAMPBELL, COLIN	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/16/2009	CAMPBELL, DANELLA J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/28/2008	CAMPBELL, DONALD M.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/06/2009	CAMPBELL, JONATHAN J.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE	CANON	RADIO NETWORKS, LLC	\$0.00
EQUIPMENT LEASE	CANON	RADIO NETWORKS, LLC	\$0.00
EQUIPMENT LEASE	CANON	RADIO NETWORKS, LLC	SEE ABOVE
EQUIPMENT LEASE	CANON	RADIO NETWORKS, LLC	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE	CANON	RADIO NETWORKS, LLC	SEE ABOVE
EQUIPMENT LEASE	CANON FINANCIAL SERVICES	RADIO NETWORKS, LLC	\$15,926.86
EQUIPMENT LEASE	CANON FINANCIAL SERVICES	DETROIT RADIO, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 09/10/2007	CANON FINANCIAL SERVICES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 09/01/2005	CANON FINANCIAL SERVICES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 05/26/2009	CANON FINANCIAL SERVICES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/30/2008	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 03/30/2008	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 01/01/2007	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 01/01/2007	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 01/01/2007	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 03/30/2008	CANON FINANCIAL SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
OTHER	CANON FINANCIAL SERVICES INC	RADIO NETWORKS, LLC	SEE ABOVE
OTHER	CANON FINANCIAL SERVICES INC	RADIO NETWORKS, LLC	SEE ABOVE
OTHER	CANON FINANCIAL SERVICES INC	RADIO NETWORKS, LLC	SEE ABOVE
OTHER	CANON FINANCIAL SERVICES INC	RADIO NETWORKS, LLC	SEE ABOVE
EQUIPMENT LEASE	CANON U.S.A. INC.	DC RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/15/2008	CANON USA INC	NY RADIO ASSETS, LLC	\$1,232.20
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2009	CANON USA INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 02/18/2009	CANON USA INC	CITADEL BROADCASTING CORPORATION	SEE ABOVE
EQUIPMENT LEASE Dated 12/1/2009 Dated 12/1/2009	CANON USA INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE Dated 12/1/2009	CANON USA INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE CONTRACT START DATE: 04/15/2008	CANON USA INC	NY RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 03/30/2007	CANON USA INC	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/15/2008	CANON USA INC	WPLJ RADIO, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/15/2008	CANON USA INC	WPLJ RADIO, LLC	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 04/04/2007	CANON USA INC	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE Dated 8/19/2009	CANON USA, INC	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE Dated 8/19/2009	CANON USA, INC	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE Dated 8/19/2009	CANON USA, INC	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE Dated 4/24/2009	CANTEEN VENDING SERVICES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	CANTILLO, LAURIE	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/30/2008	CANUP, KEVIN W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/28/2008	CAPORLINGUA, MICHAEL P.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	CARBONE, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT	CAREERBUILDER LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CARIFFE, JOSEPH D.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2001	CARLOS, JONATHAN E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	CARLYLE, KRISTINA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/12/2009	CARNER, RICKIE	ATLANTA RADIO, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/2004	CAROL L DALSON	CITADEL BROADCASTING COMPANY	\$1,241.27
EMPLOYEE/SERVICES CONTRACT Dated 3/5/2008	CARPINO, LOU	NY RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	CARR, MARK A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	CARRELL, REBECCA A.	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING AGREEMENT	CARTER DAVIS	DETROIT RADIO, LLC	\$550.00
EMPLOYEE/SERVICES CONTRACT Dated 9/11/2000	CARTER, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/2/2006	CARTER, TINA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	CASEY KEATING	CITADEL BROADCASTING COMPANY	\$1,158.87
PROGRAMMING CONTRACT CONTRACT START DATE: 05/31/2003	CASEY KEATING	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2010	CASEY KEATING	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	CASEY KEATING	CITADEL BROADCASTING CORPORATION	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 11/29/2007	CASINELLI, COLLEEN E.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/18/1996	CASSELL, CYNTHIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	CATTLE PRODUCTIONS, INC.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/18/2009	CAUCHON, MICHAEL R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/2/2007	CAUFFMAN, KATLIN J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	CAVES, JEFF	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 07/06/2001	CB RICHARD ELLIS / CARMODY LLC	CITADEL BROADCASTING COMPANY	\$9,097.24
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/06/2001	CB RICHARD ELLIS / CARMODY LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	CBS OUTDOOR	CITADEL BROADCASTING COMPANY	\$0.00
SHARE ANTENNAE SPACE	CBS RADIO	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2009	CBS RADIO INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2010	CBS RADIO INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 9/1/2005	CC MCCARTNEY	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 10/01/2008	CCH INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	CD MEDIA INC	RADIO NETWORKS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 01/01/2008	CELERITY LLC	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 01/01/2008	CELERITY LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 09/15/2008	CELERITY LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2007	CELERITY LLC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2007	CELERITY LLC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2007	CELERITY LLC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 12/28/2007	CELERITY LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 12/15/2007	CELERITY LLC	CITADEL BROADCASTING CORPORATION	SEE ABOVE
PROGRAMMING CONTRACT	CELESSA BATCHAN	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/25/2009	CELLER, WILLIAM F.	ATLANTA RADIO, LLC	\$0.00
REAL PROPERTY SUBLEASE	CELLULAR SOUTH	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CENTENNIAL TOWER	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CENTENNIAL WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	CENTOFANTI, DANIEL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CENTRAL MICHIGAN UNIVERSITY	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	CENTURY CELLUNET OF SAGINAW	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 06/01/2009	CENTURY INTERACTIVE CO LLC	LA RADIO, LLC	\$806.45
COMMUNICATIONS CONTRACT	CENTURYTEL INC	CITADEL BROADCASTING COMPANY	\$261.49
SERVICE CONTRACT	CERIDIAN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2007	CESD TALENT AGENCY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2009	CESD TALENT AGENCY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/2006	CH MANAGEMENT INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	CHAMBERS, MIKE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	CHAMBLISS, BONNIE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	CHAMELEON MEDIA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2009	CHAMELEON MEDIA	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated Month to Month	CHAMPION NATIONAL SECURITY INC	RADIO NETWORKS, LLC	\$13,792.25
LOCAL MARKETING AGREEMENT	CHAMPLAIN BROADCASTING INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	CHANDLER, JESSICA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/12/2009	CHANEY, CYNTHIA	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/28/2009	CHAPMAN, ROBIN W.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/01/2001	CHARLES A ANDREWS JR	CITADEL BROADCASTING COMPANY	\$1,981.20
EMPLOYEE/SERVICES CONTRACT Dated 9/2/2008	CHARLES, CHESTER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2005	CHARNETSKI, BARBARA K.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/25/2002	CHARTER COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$1,420.76
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/30/2008	CHARTER COMMUNICATIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CHERNEY, RHONDA S.	KLOS FM RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/12/1996	CHEYENNE PROPAGATION CO	CITADEL BROADCASTING COMPANY	\$12,065.35
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/31/2006	CHEYENNE PROPAGATION CO	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	CHEYENNE PROPAGATION CO	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2003	CHEYENNE PROPAGATION CO	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 03/01/2007	CHICAGO RECORDS MANAGEMENT INC	CHICAGO RADIO ASSETS, LLC	\$298.60
EMPLOYEE/SERVICES CONTRACT Dated 1/15/1996	CHILCOAT, MARY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/30/2009	CHIMIENTI, JUSTIN R.	SAN FRANCISCO RADIO ASSET	\$0.00
LOCAL MARKETING AGREEMENT CONTRACT START DATE: 01/01/2009	CHISHOLM TRAIL BROADCASTING	CITADEL BROADCASTING COMPANY	\$11,274.20
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/22/2009	CHOATE, WILLIAM H.	ATLANTA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	CHRISTENSEN, MICHAEL J.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	CHRISTINE DALUZ	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 5/1/2007	CHRISTOPHER M HOLMAN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	CHRISTOPHER M HOLMAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	CHRISTOPHER, JETTISON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2001	CHURCH, DAVID	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	CIANCI, VINCENT A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/5/2007	CIESLAK, SUSAN L.	CHICAGO FM RADIO ASSETS	\$0.00
REAL PROPERTY SUBLEASE	CINGULAR	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CINGULAR WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CINGULAR WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/14/1998	CITY OF JOHNSON CITY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	CLARK, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/6/2009	CLARK, TIMOTHY B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/3/2008	CLAUDEL, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CLEAR CHANNEL	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/24/2000	CLEAR CHANNEL	CITADEL BROADCASTING COMPANY	\$3,991.19
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	CLEAR CHANNEL	CITADEL BROADCASTING COMPANY	SEE ABOVE
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	CLEAR CHANNEL	CITADEL BROADCASTING COMPANY	SEE ABOVE
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	CLEAR CHANNEL	CITADEL BROADCASTING COMPANY	SEE ABOVE
SHARE ANTENNAE SPACE	CLEAR CHANNEL	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/18/2002	CLEAR CHANNEL BROADCASTING INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 04/30/1999	CLEAR CHANNEL COLORADO	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/01/1997	CLEAR CHANNEL RADIO INC	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2008	CLEAR CHANNEL RADIO INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE	CLEAR WIRELESS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/2/2008	CLEMENTS, KATIE	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 02/02/2008	CLEVELAND INDIANS BASEBALL CO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	CLINE, HEATH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/3/2006	CLOWER, REGINA C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	CLYBURN, ANTHONY C.	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	CMSINTER.NET LLC	CITADEL BROADCASTING COMPANY	\$0.00
SURETY BOND AGREEMENT	CNA INSURANCE GROUP	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/24/1989	COATES, BOBBIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/25/1994	COBB, KRYSTAL B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/24/2009	COBURN-BUSH, KIMBERLY K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	COFFEY, GERALD F.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	COHEN, JACQUELINE M.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	COLE, AMBER B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/4/1993	COLE, BARBARA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/12/2009	COLEMAN, VERONICA B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/14/2009	COLLARD, ERIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/14/2009	COLLARD, TODD	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 1/28/2008	COLLEY, STEPHANIE K.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	COLLINS, BARBARA J.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	COLLINS, JEFFREY C.	MINNEAPOLIS RADIO ASSETS,	\$0.00
OTHER CONTRACT Dated 10/2/2008	COLONIAL PEST CONTROL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	COMBS, JOEL	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	COMCAST	CITADEL BROADCASTING COMPANY	\$1,631.10
MAINTENANCE AGREEMENT CONTRACT START DATE: 04/01/2009	COMCAST CABLE	CITADEL BROADCASTING COMPANY	\$535.26
OTHER CONTRACT START DATE: 08/01/2009	COMCAST CABLE	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER CONTRACT START DATE: 08/25/2009	COMCAST CABLE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2006	COMCAST CABLE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT	COMEDY WIRE PUBLISHING	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/2005	COMMUNICATION & CONTROL INC	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 05/01/2004	COMMUNICATIONS FUND INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/20/1999	COMMUNICATIONS PROPERTIES INC	CITADEL BROADCASTING COMPANY	\$0.00
UNION AGREEMENT Dated 6/12/2007	COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC-ABC MASTER AGREEMENT	DC RADIO ASSETS, LLC	\$0.00
OTHER	COMMUNITY WASTE DISPOSAL INC	RADIO NETWORKS, LLC	\$1,142.45
SOFTWARE LICENSE Dated 11/1/2009	COMPUTER SCIENCES CORPORATION	WBAP-KSCS ASSETS, LLC	\$258.32
SERVICE CONTRACT	COMPUTERSHARE INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	COMSOFT CORPORATION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/13/2008	CONGDON, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 9/2/2003	CONLEY-WATSON, KATIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	CONN, ROE B.	CHICAGO RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2004	CONNOISSEUR MEDIA OF ERIE LLC	CITADEL BROADCASTING COMPANY	\$6,721.14
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CONROY, VINCENT J.	CHICAGO RADIO ASSET LLC	\$0.00
REAL PROPERTY SUBLEASE	CONTEL CELLULAR	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CONTERRA ULTRABAND LLC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	CONTINENTAL CASUALTY COMPANY (CNA GROUP)	CITADEL BROADCASTING CORPORATION	\$0.00
SOFTWARE LICENSE	CONVEY COMPLIANCE SYSTEMS INC	CITADEL BROADCASTING COMPANY	\$0.00
MAINTENANCE AGREEMENT Dated 4/1/2009	CONWAY OFFICE PRODUCTS	CITADEL BROADCASTING COMPANY	\$4.87
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	COOK, DENNIS P.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/13/2009	COOK, MICHELLE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	COOMER, HERSHEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/20/2009	COPELAND, BRAD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	COPP, VERNON L.	KLOS FM RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 04/01/2006	COPYTEX INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2004	CORAPI, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 7/1/2008	CORELLI JACOBS RECORDING, INC.	WBAP-KSCS ASSETS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 07/20/2008	CORNERSTONE RESEARCH INC	CITADEL BROADCASTING COMPANY	\$235.96
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2009	CORNERSTONE RESEARCH INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2009	CORNERSTONE RESEARCH INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2009	CORNERSTONE RESEARCH INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2008	CORREY D WEBB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CORYELL, ROGER	SAN FRANCISCO RADIO ASSET	\$0.00
OTHER CONTRACT	COUNTERPOINT SOFTWARE INC	RADIO NETWORKS, LLC	\$0.00
COMMUNICATIONS CONTRACT	COVAD DIRECT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/21/2009	COWART, JERRY L.	ATLANTA RADIO, LLC	\$0.00
COMMUNICATIONS CONTRACT CONTRACT START DATE: 11/12/2008	COX COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$7,072.55
COMMUNICATIONS CONTRACT Dated 7/1/2009	COX COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT	COX COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 09/01/2008	COX COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2002	COYNE, PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/3/2005	CRAIG, INDREA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/21/2009	CRANE, JODI D.	CHICAGO FM RADIO ASSETS	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/31/2006	CRAWFORD, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	CRAWFORD, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 8/21/2009	CREDIT SUISSE SECURITIES (USA) LLC	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	CREEGER, RICHARD M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/25/2008	CREGER, CAROL R.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	CRICKET	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CRICKET	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CRICKET	CITADEL BROADCASTING COMPANY	\$0.00
SUBLEASE CONTRACT START DATE: 10/19/2001	CRICKET COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 5/3/2002	CRICKET NEW YORK PROPERTY COMPANY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	CRICKET WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2008	CRIMSON TIDE SPORTS MARKETING LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/30/2004	CRIMSON TIDE SPORTS MARKETING LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 10/20/2008	CRISSUP, TRACY D.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	CROOK, BLAIR M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/14/2009	CROUSORE, BRYCE	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	CROWE, HERB	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 12/14/1994	CROWN CASTLE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2002	CROWN CASTLE SOUTH LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/01/2005	CROWN CASTLE SOUTH LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE CONTRACT START DATE: 01/29/1999	CSM INVESTORS INC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/29/1999	CSM INVESTORS INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
REAL PROPERTY LEASE CONTRACT START DATE: 01/29/1999	CSM INVESTORS INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	CUDWORTH, EDDIE	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	CULP, CHASE C.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EQUIPMENT MAINTENANCE Dated 5/15/2009	CUMMINGS NORTHEAST, INC	CITADEL BROADCASTING COMPANY	\$280.00
OTHER CONTRACT	CUPID.COM	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
OTHER CONTRACT Dated 1/25/2010	CUPID.COM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	CURDO, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2001	CUTLER, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 02/01/2004	CUZCO LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/15/2008	CZUBAK, GREG	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	D&E COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$155.76
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	DAHER, ELIZABETH C.	RADIO DETROIT, LLC	\$0.00
PROGRAMMING AGREEMENT	DAMN GOOD PRODUCTION	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	D'ANDREA, TINA	WPLJ RADIO, LLC	\$0.00
PROGRAMMING CONTRACT	DANIEL HORN	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 2/1/2008	DANIEL MULHERN INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/30/2007	DANYLUK, DARIUS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	DARON, ROSS	WPLJ RADIO, LLC	\$0.00
MAINTENANCE AGREEMENT CONTRACT START DATE: 12/01/2006	DATA TERMINAL SERVICE INC	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT Dated Month to Month	DATAPIPE INC	RADIO NETWORKS, LLC	\$0.00
EQUIPMENT LEASE Dated 2/1/2009	DATATEL COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	DAUNIC, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	DAVID HIRSCH	RADIO NETWORKS, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	DAVIDSON MEDIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/17/2006	DAVIDSON, RICHARD K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2008	DAVIS, CRAIG S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/10/1997	DAVIS, JEFFREY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/2005	DAVIS, KRISTEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	DAVIS, LARRY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	DAVIS, MARK J.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	DAVISON, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2007	DAY, LISA K.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/27/1997	DB BRIDGFORTH HEIRS	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 07/01/2004	DE LAGE LANDEN FINANCIAL SERVICE	CITADEL BROADCASTING COMPANY	\$2,058.13
EQUIPMENT LEASE CONTRACT START DATE: 05/01/2007	DE LAGE LANDEN FINANCIAL SERVICE	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 12/01/2005	DE LAGE LANDEN FINANCIAL SERVICE	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	DEARSTONE, MICKEY	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/30/2007	DEBBIE GOMEZ	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	DEBOLT, ROBERT J.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	DECKER, HEIDI	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/16/2004	DEGREGORIO, NUNZIO	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	DEL GRECO, ALBERT L.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/1987	DELACROIX CORP	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 10/01/2009	DELL SPORTS INC	CITADEL BROADCASTING COMPANY	\$1,100.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	DELONEY, WILLIAM A.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2004	DELTA PROPERTIES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	DEMARCO, DAVID G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	DEMAS, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2004	DEMERS, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/24/2005	DEMONO, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/07/2009	DEMPSEY, JOHN M.	CHICAGO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/14/2009	DENELL PEPIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/29/2003	DENNISON, ALLEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/23/1965	DENTON, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	DEPARTMENT OF HOMELAND SECURITY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	DEPETRO, JOHN W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	DERISE, ERIC	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/22/2008	DEROSIER, TROY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	DESIGNS LLC	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 5/11/2009	DEVINE, JAMES E.	LA RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	DIAL COMMUNICATIONS GLOBAL MEDIA INC	LA RADIO, LLC	\$0.00
MAINTENANCE AGREEMENT Dated 2/1/2007	DIAL GLOBAL DENVER	WBAP-KSCS ASSETS, LLC	\$2,298.39
PROGRAMMING AGREEMENT Dated 5/8/1995	DIAMOND SPORTS, INC./DBA THE BOISE HAWKS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	DIAZ III, DANIAL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	DIAZ, LUIS A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2009 Dated 12/1/2009	DICKMAN, DAVID J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2001 Dated 12/1/2001	DICKSON, CORRENA T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/11/1995 Dated 9/11/1995	DIFRANCO, ROSS	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 12/01/2008	DIGITAL SOUND & VIDEO INC	CITADEL BROADCASTING CORPORATION	\$327.24
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	DIGIUSEPPE, GARY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/6/2003 Dated 10/6/2003	DIMONTE, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	DINSCHER, NANCY	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/9/2009 Dated 4/9/2009	DIONNE, JEFFREY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/30/1998 Dated 11/30/1998	DIPAOLA, CELESTE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/02/2009	DISABATO, MARK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE	DISNEY WORLDWIDE SERVICES INC	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	DISPATCH COMM/NEXTEL	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/12/2003	DISTRICT OF COLUMBIA JOINT TOWER	DC RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 10/18/2004 Dated 10/18/2004	DITTMAN, RICHARD A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	DIVITTORIO, SALVATORE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/23/2009	DIXON, LARRY	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2008	DNYL PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 11/01/2008	DOCUSOURCE BUSINESS SOLUTIONS	CITADEL BROADCASTING COMPANY	\$298.88
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/18/2009	DODGE, LEIGH E.	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT	DON BUSTANY	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/1992	DONALD G OBRIEN REALTY INC	CITADEL BROADCASTING COMPANY	\$1,390.24
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/1992	DONALD G OBRIEN REALTY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE Dated 9/4/1997	DONALD M WESTLEY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/31/1995	DONALDSON, ERIC L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	DONERY, JENNIFER E.	SAN FRANCISCO RADIO ASSET	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	DONNA FRANK VOICE TALENT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	DONOVAN, STEPHEN	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/03/2006	DORIS L QUAVE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2007	DORRIS, JOHN F.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/17/2007	DORSEY, CINDY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	DORSEY, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	DORSEY, TERRY L.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	DOUGHERTY, PATRICK	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2007	DOWELL, DAVID A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/30/1992	DRAPER-MASTELLER, SUSAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/31/2003	DRURY, JON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/16/2003	DUFFER-HARP, PANDORA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/27/2005	DUGGAN, CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT	DUN & BRADSTREET	RADIO NETWORKS, LLC	\$0.00
OTHER CONTRACT Dated 12/21/2009	DUN & BRADSTREET	DC RADIO ASSETS, LLC	\$0.00
OTHER CONTRACT	DUN & BRADSTREET	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	DUNAWAY, ADAM R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	DUNAWAY, JAMES E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/09/2009	DUNCAN, BOBBY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	DUNN, RICHARD M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/9/2009	DUNN, TIFFANY M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/23/2009	DUPRE', DONALD P.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	DURACAP ASPHALT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	DURAN, CARLOS R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/25/2008	DVORKIN, DAVID	NY RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	DYKE, COLLEEN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	E! ENTERTAINMENT	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	EARLEWINE, CHELSEA D.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/31/2005	EARWHACKED RADIO IMAGING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/11/2004	EAST, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 2/2/2009	EATON COPIER SERVICE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/30/2007	EBERTZ, PATRICK J.	MINNEAPOLIS RADIO ASSETS,	\$0.00
LICENSING AGREEMENT Dated 9/21/2009	ED FALLON	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	EDUCATIONAL MEDIA FOUNDATION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	EDUCATIONAL MEDIA FOUNDATION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/5/2008	EDUCATIONAL MEDIA FOUNDATION	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/1985	EDWARD F GILBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2009	EDWARD, JOSEPH H.	LA RADIO, LLC	\$0.00
SOFTWARE LICENSE Dated 12/15/2008	EFFICIO	CITADEL BROADCASTING COMPANY	\$9,600.00
CONSULTING CONTRACT CONTRACT START DATE: 10/01/2008	EFFICIO SOLUTIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 12/22/2008	EFFICIO SOLUTIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 01/01/2009	EFFICIO SOLUTIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT Dated 8/1/2008	EFFICIO SOLUTIONS INC.	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	EHLFELDT, JASON	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 4/28/2004	EIGENMANN, GARY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	ELCI, LEE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	ELLIOTT, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ELLIOTT, LESLIE J.	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/13/2006	ELMER, HEATHER J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	ELSWICK, DAVE W.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2004	ELWELL FOX & MARSH LLC	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	EMBARQ	CITADEL BROADCASTING COMPANY	\$76.55
COMMUNICATIONS CONTRACT	EMBARQ FLORIDA INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	EMMIS COMMUNICATIONS	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 09/05/2003	EMPIRE STATE BUILDING CO	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/31/2009	ENDERSBE, REED E.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/6/2009	ENGELHARDT, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	ENGLISH, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	ENLOW, MELVIN D.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	ENTERCOM	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	ENTERCOM COMMUNICATIONS CORP	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 04/01/2006	ENTERCOM COMMUNICATIONS CORP	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT	ENTERTAINMENT COMM NETWORK	RADIO NETWORKS, LLC	\$76,589.26

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
AFFILIATE AGREEMENT CONTRACT START DATE: 08/26/2008	ENTICENT INC	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 01/01/2009	ENTICENT INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	ERICSON, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/10/2009	ESCHBACH, AL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/25/1996	ESLICK, JEFF	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/1986	ESLINGER, ANN	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	ESPN INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT	ESPN RADIO	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2009	ESTEVEZ, KATHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/29/2009	ESTRIDGE, LANNY BRIAN	WBAP-KSCS ASSETS, LLC	\$0.00
OTHER	ETELMAR USA CORP	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	EURY, RICHARD L.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/29/2007	EVERETT, KRISTINA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/1/2009	EWELL, DARCI D.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	EXPOSITION METRO LINE CONSTRUCTION AUTHORITY	LA RADIO, LLC	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	EXPRESS SCRIPTS	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	EYEMED VISION CARE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/16/2009	FAHRENBRUCH, FRED C.	ATLANTA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009 Dated 9/14/2009	FAISON, ELIZABETH T.	DC RADIO ASSETS, LLC	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 07/01/2005	FALCON SPORTS MKTG	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	FAMILY RADIO NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	FAMILY RADIO NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 12/19/1991	FAMILY STATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	FANNIN, JIM W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/13/2005	FANT, WILL L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/11/2003	FAST, SANDRA A.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	FBI	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	FEDERAL INSURANCE CO.	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	FEEHERY, CAROLINE A.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/2005	FELIX J MCDONALD	CITADEL BROADCASTING COMPANY	\$367.80
EMPLOYEE/SERVICES CONTRACT Dated 12/31/2007	FELT, KURT H.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/1/2009	FELTY, GLENN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	FERREIRA, DARREN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	FESKA, TIMOTHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/25/2004	FIELDS, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	FILES, SHANNON	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE Dated 8/31/2006	FILTERFRESH CAMBRIDGE	CITADEL BROADCASTING COMPANY	\$156.42
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FINATERI, KIMBERLY A.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FINATERI, STEPHEN J.	RADIO DETROIT, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FINE, DALE A.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	FINEBAUM, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	FINK, AMY	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/19/2009	FINNEY, MICHAEL A.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 11/1/2008	FIRST COMM	ATLANTA RADIO, LLC	\$7,402.88
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2001	FIRSTCOM	CITADEL BROADCASTING COMPANY	\$136.08
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2005	FIRSTCOM	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 02/01/2008	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 12/31/2008	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2005	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2005	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2007	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2008	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2002	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2003	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2009	FIRSTCOM MUSIC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 1/7/2006	FIRSTCOM MUSIC	DC RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	FISCHER, LISA G.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	FISH, ADAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/1997	FISH, BRETT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 11/02/1999	FISHER BROADCASTING INC	CITADEL BROADCASTING COMPANY	\$0.00
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	FISHER BROADCASTING INC.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	FISHER, DEREK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/27/2006	FISKE, LYNNE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/14/2008	FITCH, ANTHONY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	FITZGERALD, KIMBERLY C.	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	FITZPATRICK, CURTIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/16/2006	FITZPATRICK, STEPHANIE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/01/1999	FK SOUTH LLC	DETROIT RADIO, LLC	\$6,858.74
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	FLANNERY, KIMBERLY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	FLASH FLOOD PRODUCTIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/03/1997	FLINT BOARD OF EDUCATION	CITADEL BROADCASTING COMPANY	\$490.32
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/25/2008	FLINT, JOSEPH H.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 11/30/2009 Dated 11/30/2009	FLO TV Inc.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	FLOETHE, BRIAN LEE	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FLOYD, REBECCA R.	RADIO ATLANTA, LLC	\$0.00
PROGRAMMING CONTRACT	FOCUS ON THE FAMILY	RADIO TODAY ENTERTAINMENT, INC.	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
OTHER	FORGOTTEN TOWN LLC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/10/2007	FORGOTTEN TOWN LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/05/2007	FORGOTTEN TOWN LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 03/16/2009	FORGOTTEN TOWN LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/03/2008	FORGOTTEN TOWN LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
AFFILIATE AGREEMENT CONTRACT START DATE: 08/01/2006	FORREST CITY BROADCASTING CO.	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	FORSYTHE, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/16/2008	FOSS, KIBBE C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	FOSTER, KARITH	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2005	FOSTER, LEE B.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2001	FOUNDATION FOR THE LIBRARY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 04/01/2004	FOURTH & ROMA PROPERTIES TRUST	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/10/2008	FOWLER, BLAINE D.	DETROIT RADIO, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2000	FRANCES RICHARD IRREVOCABLE TRUST	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/3/2005	FRANCIOSE, TRACEY L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/23/2001	FRANCIS, BRANDON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/6/2009	FRANCIS, FAITH A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	FRANCOIS, MICHAEL E.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2004	FRANK BECKMANN	DETROIT RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 8/10/2009	FRANK SANDERS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2005	FRANK WYCHECK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/5/2009	FRAZEE, MATTHEW R.	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/1985	FRED KEMMERLIN JR	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/13/2003	FREEMAN, JACQUE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/26/2009	FREUNDLICH, TODD D.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/3/2000	FRIEDMAN, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/29/1998	FRISARO, LEONARD A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	FRISBIE, REBECCA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	FRISCH, JOSEPH P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FRISCH, PETER M.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FRYE, REBECCA M.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/19/1996	FUCCI, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/14/2007	FULFORD, SCOTT W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/28/2001	FULLER, PAUL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	FULTON, KARI G.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	FURCHES, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	FUTURE TENSE MUSIC LLC	RADIO NETWORKS, LLC	\$2,834.00
EMPLOYEE/SERVICES CONTRACT Dated 8/18/2008	GABRIELSON, MITCHELL L.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	GAENZLER, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/28/2009	GALLIANI, MELISSA G.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/19/2009	GARCIA, KRISTEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/12/2009	GARDIPE, WESLEY G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/2/2005	GARDNER, DAMON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/23/2006	GARDNER, NICHOLAS J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/25/2006	GARDNER-FLETCHER, SHERRY L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2006	GAST, KELLI	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	GATES, ANTHONY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/13/1999	GATES, KATHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/24/2009	GAUNT, MAUREEN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/19/2008	GAYARI, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2007	GE CAPITAL	CITADEL BROADCASTING COMPANY	\$1,562.89
EQUIPMENT LEASE CONTRACT START DATE: 04/09/2007	GE CAPITAL	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	GEBHARD, GERALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	GEDDES, RACHEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GEDNEY, AUSTIN H.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	GEE, ERIK	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	GELFAND, MIKE H.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/15/1991	GENE WILSON	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	GENESYS CONFERENCING INC	CITADEL BROADCASTING COMPANY	\$67.46
PROGRAMMING CONTRACT	GEORGE ROBINSON	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	GEORGE, JERI	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	GETBACK MEDIA INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/28/2008	GEUSS, SARA	LA RADIO, LLC	\$0.00
COMMUNICATIONS CONTRACT Dated 12/1/2009	GEXA ENERGY	CITADEL BROADCASTING COMPANY	\$6,214.20
OTHER CONTRACT Dated 12/3/2009	GEXA ENERGY LLP	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/27/2009	GIAMMARCO, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	GIBSON, JADE N.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GILBERT, ADAM	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/01/2008	GILBERT, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/14/2002	GILLETTE, JACK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/26/1996	GILLIS, STEPHEN P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	GINTY, JASON	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE	GIRGNER INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2005	GLASER, CAROLYN C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	GLASS, LENETA D.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
PROGRAMMING AGREEMENT Dated 3/13/2007	GLENN PARKER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	GLOBAL RADIO NEWS LTD,	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/1999	GLOBAL SIGNAL ACQUISITIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/16/2003	GLOBAL TOWER LLC	DETROIT RADIO, LLC	\$3,475.92
REAL PROPERTY LEASE / SUBLEASE Dated 4/1/2004	GLOBAL TOWER LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2001	GLOBAL TOWER LLC	DETROIT RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	GLORIA, ALEXIA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/13/2009	GOAD, STEVEN S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/20/2005	GOINS, DEANNA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GONZALEZ, LAURA S.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/30/2009	GOODELL, ROBERT P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	GOODWIN, AARON E.	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 12/01/2009	GOOTEE CONSTRUCTION INC	CITADEL BROADCASTING COMPANY	\$10,282.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GORDON, MARY A.	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GOREN, ABRAHAM L.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GRABOW, KAREN L.	ARLINGTON-WBAP-KSCS -1718	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/01/2008	GRANBY ONE LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/31/2007 Dated 1/31/2007	GRANDE, RUDY D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/4/2002 Dated 4/4/2002	GRANDONI, JOHN	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT START DATE: 06/02/2008 (AS AMENDED)	GRANDY, FRED	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GRANEY-CIRACI, MICHELLE	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2007	GRANT, BONNIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/8/2009	GRANT, PAMELA S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	GRANT, TRACEY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/9/2002 Dated 9/9/2002	GRATHWOL, MARY C.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2004	GREAT AMERICA LEASING CORP	CITADEL BROADCASTING COMPANY	\$1,413.83
OTHER	GREAT AMERICAN INSURANCE CO. OF NEW YORK	CITADEL BROADCASTING CORPORATION	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 5/1/2008	GREATER WASHINGTON EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION, INC.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/27/2008	GREEN, GARY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	GREEN, JOHNNY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/10/2007	GREEN, RONNY M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/26/2009	GREENE, LEONARD A.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GREENSPAN, FRED R.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	GRENIER, SCOTT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	GRESBACK, THOMAS R.	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/01/2004	GRI TELECOM INC	CITADEL BROADCASTING COMPANY	\$3,726.32
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	GRIFFITH, TAYLOR	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/6/2009	GRIMNER, MARY BETH	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	GRINNELL, JOHN V.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/27/2008	GROLLER, CHRISTI L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	GROOM, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	GROOMS, THOMAS L.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/5/2008	GROSS, ADAM	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/17/2008	GROSS, GIL	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	GROVES, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/28/2008	GRUNER, PATRICIA S.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/16/2005	GTS RECORDS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/1/2009	GUIDOS, LINDSAY	LA RADIO, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 12/01/2007	GULF COAST OFFICE PRODUCTS	CITADEL BROADCASTING COMPANY	\$732.93
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2004	GUNTER, JULIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/03/2008	GUSMAN, LESLI A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/31/2008	GWALTNEY, JAY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2009	GWIZDALA, ALICIA	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	H&R BLOCK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/16/2008	HAAS, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/25/2007	HAAS, SHEILA A.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HAASE, MICHAEL	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	HABERMAN, WILLIAM A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/28/1997	HACKETT, JULIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	HADLEY, RICKY L.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2009	HAGEDORN, CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HAGER, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HAGGERTY, MARY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/13/2008	HAGGERTY, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/1/2007	HAGUE, BRAD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/11/2008	HAHN, CRAIG E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2003	HAIRE, WELDON V.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/13/2000	HALEY, JEFFEREY L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/16/2004	HALEY, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	HALL COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HALL, CARLEE W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/3/2006	HALL, CARMEN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HALL, DAVID G.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	HALL, KIMBERLY	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 1/8/2007	HALLADAY, ELIZABETH	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 12/1/2009	HALLAL, NANCY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HALVORSON, CHRISTINE	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HAMAR, JACOB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HAMILTON, DAVID	MINNEAPOLIS RADIO ASSETS, LLC	\$18,986.81
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/31/2009	HAMILTON, JILL L.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2008	HAMILTON, JOHN D.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/25/2004	HAMILTON, LOUIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	HAMMER, KELLY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HAMMOND, ERIK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HAMMOND, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 08/01/1995	HANCO LTD	CITADEL BROADCASTING COMPANY	\$304.42
EMPLOYEE/SERVICES CONTRACT Dated 11/29/2004 Dated 11/29/2004	HAND, CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2009	HANDY, ALLEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	HANEY, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	HANEY, RYAN W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2009	HANKINS, TAMMY K.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 11/2/2009	HANSEN, GINA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	HANZO, JIM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	HANZO, MICHELLE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/15/2008	HARALSON, MICKI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/13/2003	HARBART, JILL C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2008	HARBUCK, HARROLL	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT	HARD WORK INTERNATIONAL / MCKNIGHT	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HARDEE, DANIEL T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/8/2006	HARDEE, KATHERINE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/1/2006	HARDING, PETER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HARDY, DOUGLAS W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/22/2007	HARDY, TRACY A.	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT Dated 6/1/2009	HARKER RESEARCH	WBAP-KSCS ASSETS, LLC	\$1,287.10
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	HARLEY, ERIC D.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/7/1983	HARMON, ELMER	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 9/18/2007 Dated 9/18/2007	HAROLD J HOUGHTON JR	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	HARPER, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	HARRADON, EMILY	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
OTHER	HARRIS CORP	RADIO NETWORKS, LLC	\$8,429.23
EMPLOYEE/SERVICES CONTRACT Dated 1/8/2001	HARRIS, LARRY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	HARRISON CONSTRUCTION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/26/2007	HARTLETT, BEVERLY	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 11/01/2005	HASLER FINANCIAL SERVICES LLC	CITADEL BROADCASTING COMPANY	\$133.88
EQUIPMENT LEASE CONTRACT START DATE: 09/15/2005	HASLER INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	HASTINGS, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/19/2007	HASTINGS, REBECCA S.	CHICAGO FM RADIO ASSETS	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2004	HATFIELD, CANDACE E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	HAUSKNECHT, CHADWICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/5/2005	HAVEL, SUSAN K.	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT Dated 1/6/2006	HAYES LANDFILL BIG B RUBBISH	CITADEL BROADCASTING COMPANY	\$37.85
EMPLOYEE/SERVICES CONTRACT Dated 4/30/2007	HAYNIE, JEFFREY B.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 1/4/2003	HEIL ENTERPRISES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/14/2008	HEILPERN, JACQUELINE T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HEINEMANN, LESLIE A.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HEINRITZ, JOHN C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/1/1965	HEINZ, GEORGE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HEITZMAN, GREGORY P.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/1/1996	HELMAN, DONALD	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
AFFILIATE AGREEMENT CONTRACT START DATE: 01/01/2009	HEMISPHERE BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/28/2009	HEMISPHERE BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/1995	HENRY H LINDER	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2005	HERITAGE PROFESSIONAL CENTER LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2009	HERMANN, BRUCE G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/25/2008	HERNANDEZ, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/10/2003	HERNANDEZ, JAMIE P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HERNANDEZ, JARROD D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2009	HERRERA, STEWART	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/30/2007	HERRING, ALFONZO T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/6/2000	HETRICK, DEBORAH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/5/2009	HEWEY, LEEANNE M.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/01/2001	HG & EVELYN ARNOLD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/11/2005	HICKMAN, RICK E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HIIPAKKA, KARL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/07/2008	HILARY, ERICA L.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/31/2007	HILDEBRAND, KENT R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	HILL, EDWARD	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HILL, HALLERIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/17/1983	HILL, KAREN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/9/2004	HILL, TERRI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/24/2009	HILTON, KAREEM A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	HILTON, SHARON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/26/2002	HINES, RUSSELL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/25/1994	HIRSCH, EVE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/18/2009	HIRSCHBEIN, ALAN	SAN FRANCISCO RADIO ASSET	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	HISPANIC USA INC	RADIO NETWORKS, LLC	\$16,129.03
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/2001	HIXSON UTILITY DISTRICT	CITADEL BROADCASTING COMPANY	\$1,041.94
EMPLOYEE/SERVICES CONTRACT Dated 10/8/2007	HOBBS, STEVE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HODES, STEPHEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/17/1997	HODO-MUNOZ, KELLY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/6/2009	HOFFMAN, HOWARD	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/26/2009	HOGAN, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HOGLUND, TODD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2004	HOHMAN, ROBIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/12/2005	HOLDER, SPENCER	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HOLMES, BARBARA JO	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	HOLMES, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/22/2009	HOLSEN, BENJAMIN A.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/5/2009	HOLSTAD, BRADFORD	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 3/1/2008	HOLSTON VALLEY BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HOLT, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HOLZHEI, BONNIE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE	HOMEWOOD VILLAGE RESORT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2009	HOOKER, BENNY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HOOP CALLIHAN, STEPHANIE A.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/24/2003	HOPE, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/19/1976	HOPWOOD, GEOFFREY H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	HORN, DANIEL	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/15/2009	HORN, ROBIN F.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/28/2005	HORST, MEGAN K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HORTON, KATHY	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 07/01/2006	HOST COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2207	HOST COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2004	HOST COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	HOVEY, FRED	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	HOWARD HOFFMAN	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2003	HOWARD, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/18/2004	HOWE, PAMELA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	HOWELL, CATHERINE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HOWES, DARNELL	SAN FRANCISCO RADIO ASSET	\$0.00
EQUIPMENT MAINTENANCE Dated 7/1/2009	HUGHES ENVIRONMENTAL ENGINEERING INC	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	HUGHES, AMY G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	HUGHES, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HUGHES, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/18/1994	HULSEY, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	HUNT, DANIEL P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/26/2008	HUNTER, LESLEE M.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/28/2005	HURLEY, BRADLEY R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	HURLEY-ROSE, APRIL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	HUSTON, MELISSA	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/8/2009	HUSTON, TIMOTHY J.	RADIO DETROIT, LLC	\$0.00
REAL PROPERTY SUBLEASE	HUTTON BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	HYAMS, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	ICBC BROADCAST HOLDINGS-CA, INC.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	IDAHO PUBLIC BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 8/28/2006	IDAHO SPORTS PROPERTIES LLC DBA IDAHO STEELHEADS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/07/2008	IHLE, ROBERT B.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE Dated 2/1/2006	IKON FINANCIAL	CITADEL BROADCASTING COMPANY	\$2,873.01
EQUIPMENT LEASE CONTRACT START DATE: 02/18/2008	IKON FINANCIAL SERVICES	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER	ILLINOIS NATIONAL INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$0.00
PROGRAMMING AGREEMENT	IMG COMMUNICATIONS INC.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/31/2008	IMUS, DON	NY RADIO ASSETS, LLC	\$0.00
OTHER CONTRACT Dated 11/1/2007	INCENTREV	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 3/23/2009	INCENTREV	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 2/1/2009	INCENTREV	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 10/16/2008	INCENTREV INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 3/19/2008	INCENTREV INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 11/9/2008	INCENTREV INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/21/2009	INCENTREV INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 2/5/2009	INCENTREV, INC	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT Dated 11/1/2008	INCENTREV, INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 5/1/2008	INDEPENDENT CONTRACTOR AGREEMENT	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	INDEPENDENT WIRELESS ONE	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
CONSULTING CONTRACT CONTRACT START DATE: 07/01/2008	INDIANA BROADCASTERS ASSOCIATION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	INDIANA PAGING NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/13/2007	INDIANA PAGING NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 7/1/2000	INFINITY OUTDOOR, INC.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/27/2004	INGRAM, JOE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/02/2008	INGRAM, KEVIN	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	INSIGHT DIRECT USA INC	CITADEL BROADCASTING COMPANY	\$9,598.82
REAL PROPERTY LEASE / SUBLEASE Dated 12/31/2007	INSITE TOWER LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 11/20/1999	INSITE TOWER LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT Dated 9/23/2009	INTEGRA TELECOM	CITADEL BROADCASTING COMPANY	\$393.24
COMMUNICATIONS CONTRACT	INTERCALL	CITADEL BROADCASTING COMPANY	\$1,705.84
CONSULTING CONTRACT CONTRACT START DATE: 08/01/2006	INTERNATIONAL DEMOGRAPHICS INC	CHICAGO FM RADIO ASSETS, LLC	\$5,133.32
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2006	INTERNATIONAL DEMOGRAPHICS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 08/01/2006	INTERNATIONAL DEMOGRAPHICS INC	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2008	INTERNATIONAL DEMOGRAPHICS INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/26/2007	INTERNATIONAL SPORTS PROPERTIES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2007	INTERNATIONAL SPORTS PROPERTIES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 07/15/2008	INTERNATIONAL SPORTS PROPERTIES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT	INTERNET AMERICA INC	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2005	INTERSTATE NORTH OFFICE PARK LP	ATLANTA RADIO, LLC	\$4,661.29
REAL PROPERTY LEASE	INTERSTATE NORTH OFFICE PARK LP	RADIO NETWORKS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	INZINGA, PHIL	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 11/27/2009	IOWA ENERGY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 12/18/2009	IOWA SPORTS CONNECTION	CITADEL BROADCASTING COMPANY	\$168.75
REAL PROPERTY LEASE / SUBLEASE Dated 8/20/2008	IOWA TELECOMMUNICATIONS SERVICES, INC dba IOWA TELECOM	CITADEL BROADCASTING COMPANY	\$194.64
STORAGE CONTRACT	IRON MOUNTAIN RECORDS MANAGEMENT	CITADEL BROADCASTING COMPANY	\$2,679.13
REAL PROPERTY SUBLEASE	IRS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	IRWIN, ROBERT D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/1995	ISRAEL, STARLENE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	IVY, HERB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	IZENSON, DAVID F.	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	J FLETCHER CREAMER AND SONS INC	LA RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/16/2008	JACK DIAMOND ENTERPRISES INC	DC RADIO ASSETS, LLC	\$0.00
CONSULTING CONTRACT Dated 7/1/2009	JACK INGRAM	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	JACK LEZOTTE	DETROIT RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated Month to month	JACK MURPHY PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated M-T-M	JACK MURPHY PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	JACKSON, LLOYD H.	DETROIT RADIO, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2008	JACOBS MEDIA	MINNEAPOLIS RADIO ASSETS, LLC	\$11,399.72
EMPLOYEE/SERVICES CONTRACT Dated 4/30/2001	JACOBS, TAMARA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2003	JACOBY, SHEREE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/06/2009	JACONETTE, DAVID L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/19/2005	JACQUES, TIMOTHY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2007	JAM CREATIVE PRODUCTIONS INC	RADIO LICENSE HOLDING XI, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2008	JAMES C JONES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2005	JAMES CUTLER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2007	JAMES CUTLER	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 12/1/2008 Dated 12/1/2008	JAMES D. HAMRIC/DOUBLE D PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	JAMES J GRACI	RADIO NETWORKS, LLC	\$980.65
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/1990	JAMES M CRONE	CITADEL BROADCASTING COMPANY	\$450.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/2009	JAMES PHILLIPS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	JAMES W FISHBACK	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	JAMES, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/16/2006	JAMES, JILLIAN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	JAMES, JONATHAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	JAMES, SONTA L.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	JANIS CHERRY	RADIO NETWORKS, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/20/2009	JARAMILLO, TOMAS G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	JARMAN, CHRISTOPHER B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	JARMEK, PATRICIA M.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/14/2008	JARRIN, JORGE L.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2004	JARVI, MATTHEW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/14/2007	JARVIE, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	JB PRODUCTIONS LLC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/17/1997	JEAN-BATISTE, MANDOLIA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2007	JEFF DAVIS PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2007	JEFF DAVIS PRODUCTIONS	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/29/2006	JEFF PASSOLT	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	JEFFERSON, DON D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/2/2009	JEFFERSON, PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/2000	JEFFERY P HUGHES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/25/2008	JEFFREY MILES	WPLJ RADIO, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 10/01/2008	JENIFER STREET LIMITED PARTNERSHIP	DC RADIO ASSETS, LLC	\$50.00
EMPLOYEE/SERVICES CONTRACT Dated 2/15/2000	JENKINS, CAROLYN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/28/2009	JENNIFER J BIXLER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2007	JESSE ADDY	DETROIT RADIO, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	JESSWEIN, LISA L.	DETROIT RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	JIM CUTLER VOICE OVERS INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 8/1/2001	JIM DIAMOND PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2009	JOE CIPRIANO PROMOS INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2005	JOE KELLY CREATIVE SERVICES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	JOHN B WELLS INTERNATIONAL INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/2/2009	JOHN BATCHELOR	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	JOHN CARROL	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/15/2000	JOHN F MCCARTHY TRUST	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2009	JOHN REILLY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	JOHN WILLYARD	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	JOHN WILLYARD	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 11/10/1980	JOHNS, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 10/1/2009	JOHNSON & JORDAN INC	CITADEL BROADCASTING COMPANY	\$771.10
EQUIPMENT MAINTENANCE Dated 9/1/2009	JOHNSON CONTROLS	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 7/1/2009	JOHNSON CONTROLS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	JOHNSON, ABRAHAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	JOHNSON, BRENT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	JOHNSON, CORTNEY	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 10/16/2003	JOHNSON, DENISE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	JOHNSON, EDWARD L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/18/2009	JOHNSON, JACK R.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	JOHNSON, JAMES B.	CHICAGO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	JOHNSON, JEFF D.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/18/2003	JOHNSON, LESLIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/3/2006	JOHNSON, MARTHA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	JOHNSON, MATT J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	JOHNSON, MATTHEW D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/1/2002	JOHNSTON, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	JOINES, RONDA J.	ARLINGTON-WBAP- KSCS -1718	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2007	JONES TM INC	CITADEL BROADCASTING COMPANY	\$103.98
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2008	JONES TM INC	CITADEL BROADCASTING COMPANY	\$287.87
EMPLOYEE/SERVICES CONTRACT Dated 7/15/2002	JONES, CHRIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/3/2008	JONES, GRIFFIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/27/2009	JONES, JENNIFER L.	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	JONES, JERMAINE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2003	JORDAN, DIANNA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2007	JORGENSON, KENNETH	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	JOSEPH, LEBRON	CITADEL BROADCASTING COMPANY	\$0.00
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	JOURNAL BROADCASTING GROUP INC.	CITADEL BROADCASTING COMPANY	\$0.00
ESCROW AGREEMENT	JPMORGAN CHASE BANK NA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2009	JUDE S CORBETT	CITADEL BROADCASTING COMPANY	\$0.00
TRADEMARK LICENSE AGREEMENT (STATION) DATED MAY 15, 2007	KABC IP, LLC	LA LICENSE, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/12/2007	KABC-TV	LA RADIO, LLC	\$2,848.35
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/12/2007	KABC-TV	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 12/16/2002 Dated 12/16/2002	KALIK, VIVIAN E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/23/2004	KANABY, REBECCA	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	KANAWHA INSURANCE CO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/28/2008	KAPLAN, LEON	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	KASTEN, THEODORE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 2/1/2005	KATIE SAUNDERS	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 4/1/2008	KATZ COMMUNICATIONS, INC	CITADEL BROADCASTING CORPORATION	\$2,200,000.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	KATZEN, MILDRED	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	KAVALI, GINA M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2008	KAYEMAN PRODUCTIONS USA INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 1/18/2005	KEATING MEDIA	CITADEL BROADCASTING COMPANY	SEE ABOVE

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
PROGRAMMING AGREEMENT Dated 12/1/2008	KEATING MEDIA SERVICES	CITADEL BROADCASTING COMPANY	SEE ABOVE
SERVICE CONTRACT Dated 4/1/2009	KEEHN LANDSCAPING CONTRACTORS INC	NY RADIO ASSETS, LLC	\$1,819.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KEELER, SCOTT R.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/30/2009	KEIPER, KATHYANN	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/1982	KELLER, DEBRA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	KELLEY II, DONALD W.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2009	KELLY DOHERTY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2008	KELLY DOHERTY	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	KELLY, FRANK S.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/16/2003 Dated 12/16/2003	KELLY, VIRGINIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2005 Dated 8/1/2005	KEMPER, TANYA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	KENDRICK, DAVID A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	KENT, JASON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/20/2001	KERR, JEANNE B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/28/2009	KESLER, JEFFREY F.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 12/3/2007	KEVIN WOODMAN	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE Dated 11/5/2008	KEY EQUIPMENT	CITADEL BROADCASTING COMPANY	\$773.85
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	KEY, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	KEYS, RUSSELL	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE Dated 11/20/2009	KEYSTONE BUSINESS PRODUCTS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/12/2007	KGO TV INC	SAN FRANCISCO RADIO ASSETS, LLC	\$2,001.99
REAL PROPERTY LEASE CONTRACT START DATE: 06/12/2007	KGO TV INC	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
TRADEMARK LICENSE AGREEMENT (STATION) DATED MAY 10, 2007	KGO-AM IP, LLC	SF LICENSE, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	KIEFER, CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	KIERSTEAD, MARK J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KIEWIT, CHERYL C.	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	KILE, CINDY	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 06/15/2006	KILLER TRACKS	CITADEL BROADCASTING COMPANY	\$482.61
PROGRAMMING CONTRACT CONTRACT START DATE: 12/12/2007	KILLER TRACKS	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/13/2007	KILLER TRACKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	KILLER TRACKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2008	KILLER TRACKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/14/2008	KILLER TRACKS	LA RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 09/25/2009	KILLER TRACKS	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	KIMBER, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 12/1/2008	KIMBERLY MADISON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	KINDER, SHANE R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2003	KINDRED, KEVIN P.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	KING, AMANDA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	KING, GERALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2009	KING, JENNIFER R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/10/2003	KIRACOFE, LAURA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KIRBY III, ARTHUR L.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/07/2009	KIRK, BRADLEY M.	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 12/19/2008	KIT DIGITAL INC	CITADEL BROADCASTING CORPORATION	\$37,903.23
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2007	KITCHENS, RITA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	KIX BROOKS	RADIO NETWORKS, LLC	\$0.00
LICENSING AGREEMENT Dated 6/1/2007	KJZZ	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/05/2009	KLEIN-TOPOL, CHRISTINE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KLEMENT, DAVID W.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/26/2007	KLEZARAS, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	KLUCK, WARREN J.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/30/1989	KMSP	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/30/1989	KMSP	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/30/1989	KMSP	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 2/27/2008	KNECHTEL, CAROLYN B.	RADIO NETWORKS, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 9/28/1988	KNIGHT, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KNIZE, MICHAEL G.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KNOCHE, MICHAEL W.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/29/2009	KNORR, IRENE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	KNOX COUNTY SCHOOL SYSTEM	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	KNOX COUNTY SHERIFF	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	KNOX COUNTY SHERIFF	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/18/2009	KOENIG, JOSH D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	KOOYMAN, DIRK K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	KOPEC, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/17/2007	KOURTESIS, ERIC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/27/2008	KOUTSOUKOS, NICOLETTE	CHICAGO FM RADIO ASSETS	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 10/01/2008	KRAFT BUSINESS SYSTEMS	CITADEL BROADCASTING COMPANY	\$554.42
EMPLOYEE/SERVICES CONTRACT Dated 11/30/2009	KRAMER, BENJAMIN J.	RADIO DETROIT, LLC	\$0.00
PROGRAMMING AGREEMENT Dated MONTH TO MONTH	KRASH CREATIVE SOLUTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 2/1/2006	KRASH CREATIVE SOLUTIONS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2009	KRASH CREATIVE SOLUTIONS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated Month to month	KRASH CREATIVE SOLUTIONS, LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 10/20/2008	KRAWETZ, BRUCE S.	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2004	KRIS STEVENS ENTERPRISES INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	KRKA TOWER	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
AFFILIATE AGREEMENT CONTRACT START DATE: 05/20/2008	KSFO AM RADIO	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/1998	KSL TELEVISION	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/10/1998	KSL TELEVISION	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/10/1998	KSL TELEVISION	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	KUNZ, DON G.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	KURRE, ANTHONY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/22/2008	KUSHNER, PATRICIA A.	WPLJ RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 10/1/2007	KVSA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	KYER, JACK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/16/2004	KYLE, NICOLE	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/23/1981	L&M PRICE TRUST	CITADEL BROADCASTING COMPANY	\$907.50
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	LAAS, CHARLES W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/4/1999	LABRANCHE, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/22/2009	LADD, JIM	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LAIDERMAN, BETH L.	MINNEAPOLIS RADIO ASSETS,	\$0.00
REAL PROPERTY SUBLEASE	LIDLAW	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2007	LAKEFRONT COMMUNICATIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 2/11/2009	LAKEFRONT COMMUNICATIONS, LLC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
REAL PROPERTY LEASE CONTRACT START DATE: 10/01/2006	LAKEPOINTE WEST LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2005	LAMB, JESSICA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	LAMB, STEPHEN E.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/4/2008	LAMBERT, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2009	LAMONTAGNE, MICHELLE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/12/2009	LANCASTER, STEPHANIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/23/1992	LANDINI, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	LANE, JOHN M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LANE, RICHARD J.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2004	LANGLOIS, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/12/2007	LANKFORD, JACQUELYN S.	RADIO ATLANTA, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/15/1995	LANSING BOARD OF WATER & LIGHT	CITADEL BROADCASTING COMPANY	\$2,359.27
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	LAPIERRE, AARON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LARKINS, BETH A.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	LARNER, DANNI L.	CITADEL BROADCASTING COMPANY	\$0.00
LEASE MARKETING AGREEMENT	LARRY H. MILLER COMMUNICATIONS CORPORATION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/30/1999	LARSON, WENDY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2008	LASER RESOURCES LLC	CITADEL BROADCASTING COMPANY	\$106.74

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/15/2009	LAVENDER, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	LAWSON, BOB	RADIO NETWORKS, LLC	\$812.09
EMPLOYEE/SERVICES CONTRACT Dated 9/28/2009	LAYMAN, ASHLEY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/21/2009	LAZARNICK, SARI R.	ATLANTA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/17/2009	LAZARRE, CLIFFORD	NY RADIO ASSETS, LLC	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 07/01/2008	LEARFIELD COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/7/1980	LEAVITT, JANET	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	LEDERMAN, ROB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LEE, ANDREW J.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/21/2009	LEE, CAROL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/5/2005	LEE, KEVIN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	LEKITES, TARA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/26/1995	LELKO, MARTI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/6/2002	LEMBO, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	LEMONS, DIANE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LEOCE, JOSEPH F.	NY RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/06/1987	LEOLA STEWART	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/1989	LEOMINSTER SPORTSMEN CLUB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/6/2005	LEON, GISELLE	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
PROGRAMMING CONTRACT	LEONARD GREENE	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	LEVENSON, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 7/7/2008	LEVESQUE OFFICE PLUS INC.	CITADEL BROADCASTING COMPANY	\$13.25
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	LEVIN, MARK	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	LEWIS, RAY A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/17/1997	LEWIS, SHERRY L.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	LEXINGTON INSURANCE COMPANY (AIG)	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER	LEXINGTON INSURANCE COMPANY (AIG)	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	LEZOTTE, JACK E.	DETROIT RADIO, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/06/1998	LIBERMAN BROADCASTING	WBAP-KSCS ASSETS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2009	LIBERTY SQUARE INC	CITADEL BROADCASTING COMPANY	\$1,218.58
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	LIEBERMAN, CAROLYN M.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LIEBERMAN, DEIDRA A.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2001	LIEBERMAN, GREGORY	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	LIMELIGHT NETWORKS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/10/2009	LINDER, WADE M.	MINNEAPOLIS RADIO ASSETS, LLC	\$1,588.35
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	LISA JESSWEIN	DETROIT RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT	LISTENER DRIVEN RADIO LLC	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 9/9/1996	LIVINGSTON PARISH SHERIFF'D DEPARTMENT	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
REAL PROPERTY SUBLEASE	LIVINGSTON TOWER SUBLEASES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2007	LLOYD JACKSON	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/30/1987	LLOYD, KELLY	CITADEL BROADCASTING COMPANY	\$0.00
SUBLEASE CONTRACT START DATE: 10/01/2002	LOJACK CORPORATION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	LOJACK CORPORATION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	LOJACK MIDWEST CORP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/05/2009	LONG, HARRY E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/12/2008	LONG, JOHN A.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated Monthly	LONGTRAIN PRODUCTIONS	DC RADIO ASSETS, LLC	\$612.88
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2008	LONGTRAIN PRODUCTIONS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 7/18/2007	LOOKENOTT, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/08/2007	LOOSE CANNON COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/28/2009 Dated 9/28/2009	LOPEZ, RACHEL F.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 11/1/2007	LOS ANGELES DODGERS LLC	LA RADIO, LLC	\$0.00
SUITE LICENSE AGREEMENT Dated 11/1/2007	LOS ANGELES DODGERS LLC	LA RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT	LOS ANGELES DODGERS LLC	RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/2/2008	LOUALLEN, IRIS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	LOUIS SIMON	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	LOUISIANA DEPT OF PUBLIC SAFETY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2008	LOUISIANA NETWORK	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/25/2008	LOVETTE, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/14/2009	LOWER, DAVID L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2007	LOWTHERT, KEITH A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2004	LOZANO, CLAUDETTE H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/10/2005	LOZANO, KIM	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 11/01/2003	LTS INVESTMENTS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/28/2008	LUDWIG, LANCE S.	ARLINGTON-WBAP- KSCS -1718	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	LUIS E MAGANA HERNANDEZ	RADIO NETWORKS, LLC	\$1,750.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2009	LUQUETTE, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2008	LURIE, JONATHAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/2002	LURIE, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	LYKE, JAMES C.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/6/2003	LYNCH, KRISTINE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2008	LYNN HOFFMAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	LYPE, JAMES A.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/1989	M KEDS LTD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	MAAS, HAROLD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/07/2009	MACCHIAVELLO, FERNANDO	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	MACCORMACK, ALICE	NY RADIO ASSETS, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2008	MACDONALD, NICHOLAS A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/19/2009	MACKAY, ROBERT C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/24/2004	MACKENZIE, SUZANNE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/16/2005	MACKO, REBECCA J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/18/2003	MACLENNAN, TERI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/23/2007	MACWILLIAMS, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/15/2009	MADDEN, NATALIE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MADRID, LEONARD J.	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2001	MAHER, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/23/2009	MAHONE, ABIGAIL	CITADEL BROADCASTING COMPANY	\$0.00
SPONSORSHIP AGREEMENT CONTRACT START DATE: 01/01/2006	MAIN EVENTS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/21/2007	MAJKAS, MATTHEW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/2/2007	MALLEY, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MANDELARIS, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MANENTO, SAMUEL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/05/2009	MANGICARO, AMY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2005	MANIGAULT, LATISHA R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/5/2006	MANKOS, ANDREW J.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	MANLEY, MARYLYN K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/6/2009	MANN, MICHAEL	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/9/2009	MANUEL, MICHAEL B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MARANZ, RANDALL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/11/2008	MARCELLO, LAURIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/19/2008 Dated 2/19/2008	MARCELLO, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MARCERO, JEFFREY M.	RADIO DETROIT, LLC	\$0.00
PROGRAMMING CONTRACT	MARIA MARIN (VOICE OF EMPOWERMENT)	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT	MARIANNE BURKETT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	MARIN, MARIA	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 1/8/2009	MARK PEEPLES PRODUCTIONS, INC	DC RADIO ASSETS, LLC	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	MARKETRON BROADCAST SOLUTIONS LLC	CITADEL BROADCASTING COMPANY	\$5,709.18
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	MARKETRON BROADCAST SOLUTIONS LLC	ALPHABET ACQUISITION CORP.	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2009	MARKHAM-WYNN, JENNIFER J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2008	MARRANCA, ALFONZO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2009	MARSH, TIMOTHY C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/24/2003	MARSHALL, SCOT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	MARSIGLIA, VICKI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/17/2009	MARTIN, JOHN P.	DC RADIO ASSETS, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2009	MARTIN, MICHAEL R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	MARTINEK, ALLYSON A.	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/28/2008	MASON, JONATHAN	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MASON, RICHARD B.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/8/1999	MASSIS, BARBARA M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated Month to Month	MASTERSOURCE MUSIC CATALOG	RADIO NETWORKS, LLC	\$600.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MATHERS, ROBERT D.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/16/1994	MATHIS, TERRY	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 1/1/2004	MATRIX BUSINESS TECHNOLOGIES	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 09/30/2007	MATRIX SOLUTIONS	CITADEL BROADCASTING COMPANY	\$3,521.74
LICENSING AGREEMENT CONTRACT START DATE: 03/01/2009	MATRIX SOLUTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 11/22/2007	MATRIX SOLUTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 04/01/2006	MATRIX SOLUTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT CONTRACT START DATE: 01/01/2004	MATT ANTHONY MULTI MEDIA INC	CITADEL BROADCASTING CORPORATION	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/15/2009	MATT ANTHONY MULTI MEDIA INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 10/1/2007	MATT ANTHONY MULTI MEDIA INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/31/2009	MATTACOLA, ALICE	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	MATTHEWS VOICE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2009	MATTHEWS VOICE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MATTHEWS, JEFFERY L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	MATUSAK, ED	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/13/1985	MAURER, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/15/1993	MAY, EDWIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MAYER, GEORGE T.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MAYER, NICHOLAS M.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MAYFIELD, REBECCA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/02/2009	MCAFEE, BRIAN J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/4/1996 Dated 11/4/1996	MCBRIDE, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCCAFFREY, KELLYANN O.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/22/2008	MCCALEB, MARK N.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MCCANNELL, ROLAND	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/16/2006	MCCARTY, MICHAEL K.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/30/2001	MCCONNELL, NEIL D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	MCCORD, CHARLES E.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/19/2002	MCCORMICK, SUSAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCCULLOUGH, BRIAN J.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCDONALD, NANCY S.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/4/2008	MCDONALD, SUSAN M.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/22/2007	MCDONNELL, CHERYL D.	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCDONOUGH, KEVIN R.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/22/1998	MCDOWELL, RANDY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/30/2009	MCEWEN, CHRISTOPHER	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	MCGUIRK, BERNARD	NY RADIO ASSETS, LLC	\$0.00
COMMUNICATIONS CONTRACT	MCI	CITADEL BROADCASTING COMPANY	\$3,104.18
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	MCKAY, DAWSON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/28/2009	MCKAY, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCKEAGUE, DANIEL J.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/16/2007	MCKEAN, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/20/2009 Dated 7/20/2009	MCKEE, DAVID S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/16/2008	MCKEITH, NYOKI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MCKENNA, JEREMIAH J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCKIERNAN, SHELLEY	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/26/2009	MCKNIGHT, BRIAN	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MCKNIGHT, MICHAEL E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/20/1993	MCLEAN, MARK	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	MCLEOD TELECOMMUNICATION SERVICES INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	MCMORROW, TRINA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 8/1/2008	MCP MITCH CRAIG PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 4/5/2006	MCWATTY, AMY B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/31/2004	MCWHORTER, BENJAMIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MCWILLIAMS, ADRIENNE S.	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/03/2007	ME & MARCONI INC	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/26/2009	MEADE, WILLIAM C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/7/1999	MEADER, DAWN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	MEADOWS, MELISSA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/26/2000	MEDEI-LENOVER, LYNN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2008	MEDIA NOCHE PRODUCTIONS INC	CITADEL BROADCASTING COMPANY	\$400.00
PROGRAMMING AGREEMENT	MEDIA SCORE INC	RADIO NETWORKS, LLC	\$10,000.00
PROGRAMMING CONTRACT	MEDIAMARK RESEARCH INC	RADIO NETWORKS, LLC	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 06/01/2007	MEDIASPACE FMW INC	CITADEL BROADCASTING COMPANY	\$183.84
REAL PROPERTY SUBLEASE	MEDICAL BUREAU OF LANCASTER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	MEE, KEVIN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/15/2007	MEGAHERTZ STUDIOS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2008	MEGAHERTZ STUDIOS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2006	MEGATRAX PRODUCTION MUSIC INC	CITADEL BROADCASTING COMPANY	\$372.00
CONSULTING CONTRACT CONTRACT START DATE: 07/01/2009	MEGATRAX PRODUCTION MUSIC INC	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2008	MEGATRAX PRODUCTION MUSIC INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2005	MEGATRAX PRODUCTION MUSIC INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
SERVICE CONTRACT	MELLON INVESTOR SERVICES LLC	CITADEL BROADCASTING COMPANY	\$70,686.72
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	MENCER, ALISON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/19/1996	MENDOZA-ESTEBAN, CAROLE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/29/2008	MENEAR, KEVIN M.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/31/1995	MERICLE PROPERTIES	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT	MERRILL LYNCH INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	MERSHON, FRANK	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MESSINA, DARYL C.	LA RADIO, LLC	\$0.00
REAL PROPERTY SUBLEASE	METRO COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 11/1/2008	METRO NETWORKS	CITADEL BROADCASTING COMPANY	\$3,976.66
PROGRAMMING AGREEMENT Dated 11/1/2008	METRO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER CONTRACT START DATE: 11/08/2008	METRO NETWORKS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 11/08/2008	METRO NETWORKS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	METRO TV	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 5/22/1992	METROPLEX ROBINSON BROAD CO	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	METROPOLITAN LIFE INSURANCE COMPANY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	METZGER, PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	MEYER, CHARLES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/18/2008	MEYER, MICHAEL E.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MEYEROWITZ, ROBIN J.	RADIO ATLANTA, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2008	MHZ NETWORKS	DC RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2006	MICHAEL W HANSEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/3/1998	MICHAEL, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICHIGAN RADIO COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 10/1/2009	MICROJAMS, INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2007	MICROPOWER CORP	CITADEL BROADCASTING COMPANY	\$183.87
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2007	MICROPOWER CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
SOFTWARE LICENSE Dated 9/1/2008	MICROPOWER CORPORATION	WBAP-KSCS ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/2/2004	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	MICROSOFT	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/2/2004	MICROSOFT	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
SUBLEASE CONTRACT START DATE: 10/25/2003	MICROSOFT CORP	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 05/23/2007	MID MAINE COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$2,015.87
COMMUNICATIONS CONTRACT	MID MAINE COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2004	MID SOUTH PUBLIC COMMUNICATIONS FOUNDATION	CITADEL BROADCASTING COMPANY	\$18,912.17
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/11/1989	MID SOUTH PUBLIC COMMUNICATIONS FOUNDATION	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/01/1999	MID SOUTH PUBLIC COMMUNICATIONS FOUNDATION	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT Dated 2/1/2007	MID-MAINE COMMUNICATIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 9/1/2009	MIKE EVANS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/27/2008	MIKE IRWIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	MILLAR, DAVE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 11/12/2007	MILLER COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/07/2009	MILLER ENTERPRISES, LTD., BRANT	CHICAGO FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	MILLER, BRETT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MILLER, DINA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/29/2007	MILLER, JAMES	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	MILLER, JASON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/6/2009	MILLER, JENNIFER B.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/5/2002	MILLER, LAWRENCE	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 5/3/2004	MILLER, PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/22/1990	MILLER, PAULA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2009	MILLS, JEFFERY L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	MILNER, ROMIAH I.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MILSAPS, IDA R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/04/2009	MIMNAUGH, STEPHEN C.	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	MINAYA, RICHARD L.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/2008	MINNEAPOLIS MARRIOTT	MINNEAPOLIS RADIO ASSETS, LLC	\$306.45
SHARE ANTENNAE SPACE	MINNESOTA PUBLIC RADIO	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 07/01/2008	MINOLTA BUSINESS SOLUTIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/2008	MINOR, CARLY E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MINTON, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/29/2007	MITCH ALBOM, INC.	DETROIT RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2007	MITCH CRAIG PRODUCTION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/16/2005	MITCHELL, JANE P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/01/2009	MITCHELL, THOMAS P.	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 07/14/2008	MOCERI MEDIA LLC	CHICAGO RADIO ASSETS, LLC	\$8,064.52
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	MOE, KATIE M.	MINNEAPOLIS RADIO ASSETS,	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MOLLOY, WILLIAM F.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2001	MONROE, MICHELLE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	MOODY, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MOOG, SELMA	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/16/2008	MOONAN, ANGELA S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/18/2009	MOORE, GARY	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	MOORE, PHILIP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/02/2009	MOORE, ROBERT K.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MOORE, TIMOTHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	MORAN, WILLARD E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	MORGAN, ANNA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MORRIS, GWENDOLYN	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/6/2009	MORRIS, JEANNINE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	MORRISON, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	MORRISSETTE, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	MOTOR RACING NETWORK INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	MOTOR RACING NETWORK INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2006	MOTOR RACING NETWORK INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/2001	MOTOWER MULTILINK CORP	DETROIT RADIO, LLC	\$6,503.34
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/01/2001	MOTOWER MULTILINK CORP	DETROIT RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 12/6/2004	MOTSENBOCKER, JESSICA N.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	MOUNT, DONNA J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	MOUNTZ, JOHN W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/15/2009	MUELLER, LISA M.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	MUELLER, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/14/2002	MUGHMAW, RANDALL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/14/1997	MULLEN, PAULA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MUNDA, BRIAN	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2007	MUNDEN, CYNTHIA J.	WPLJ RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT	MURDOCH SERVICES LTD	RADIO NETWORKS, LLC	\$1,285.48
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2009	MURRAY, SHAUNA L.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/2002	MUSTAFA QUDSI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/16/2005	MUTOZA, VICKI L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	MYERS, YELENA	CHICAGO RADIO ASSET LLC	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2007	N.O. HORNETS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2009	NABERS-ALLEN, FAYDRA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	NAGORSEN, KARLA S.	RADIO DETROIT, LLC	\$0.00
COMMUNICATIONS CONTRACT	NAII LLC	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 11/30/2009	NAPOLEON, KELWYNN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2009	NASE, JOLLEEN A.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 8/1/2008	NASHVILLE PREDATORS(NHL)	CITADEL BROADCASTING COMPANY	\$0.00
CO-OWNERSHIP OF ANTENNAE/LAND/TOWER	NASHVILLE PUBLIC RADIO	CITADEL BROADCASTING COMPANY	\$0.00
UNION AGREEMENT - COMMUNICATION WORKERS OF AMERICA, AFL-CIO, CLC - ABC MASTER AGREEMENT	NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS (NABET)	ALPHABET ACQUISITION CORP.	\$0.00
UNION AGREEMENT - COMMUNICATION WORKERS OF AMERICA, AFL-CIO, CLC - ABC MASTER AGREEMENT	NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS (NABET)	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 9/1/2006	NATIONAL OCEANIC & ATMOSPHERIC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2009	NATIONAL PUBLIC RADIO INC	CITADEL BROADCASTING COMPANY	\$1,615.00
OTHER	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA (AIG)	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (AMERICAN INTERNATIONAL GROUP)	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (AMERICAN INTERNATIONAL GROUP)	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	NAUMAN, LEAH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/15/2007	NAVARRO, RAMON E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2004	NAVARRO-DUNCAN, LAURA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/2/2009	NEAL, JONATHAN D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	NEEL, ROGER	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	NEERKEN, FRED	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	NEHMAN, BRYAN C.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	NELSON, HENRY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/12/2007 Dated 2/12/2007	NEMIROW, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 09/25/2004	NEOPOST INC	CHICAGO RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 07/01/2008	NEOPOST INC	CITADEL BROADCASTING COMPANY	\$1,181.44
EQUIPMENT LEASE CONTRACT START DATE: 03/21/2008	NEOPOST INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/02/2007	NEOPOST LEASING	CITADEL BROADCASTING COMPANY	\$130.90
EQUIPMENT LEASE Dated 3/18/2008	NEOPOST LEASING	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE Dated 4/1/2008	NEOPOST LEASING	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 06/01/2008	NEOPOST LEASING	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 10/01/2008	NEOPOST LEASING	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE Dated 7/11/2008	NEOPOST LEASING INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 4/8/2002	NETER, TRUDY	CITADEL BROADCASTING COMPANY	\$0.00
TECHNICAL CONTRACT	NETIA	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	NETTLETON, KATHERINE C.	CHICAGO FM RADIO ASSETS	\$0.00
REAL PROPERTY SUBLEASE	NEVADA TELEVISION CORP	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	NEW CINGULAR WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/15/2009	NEW MASONRY INC	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
OTHER CONTRACT Dated 4/14/2009	NEW WORLD MARKETING LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2008	NEW YORK FOOTBALL GIANTS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/16/2009	NEWMAN, THOMAS L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	NEWSOM, KEVIN D.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	NEXTEL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	NEXTEL COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	NEXTEL WEST CORP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	NICHOLAOU, DEBORAH	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/2/2008	NICKOLS, REBEKKA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/4/2007	NICOLETTI, BRIAN J.	KLOS FM RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT	NIELSEN BROADCAST DATA SYSTEMS	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/16/2005	NIGHTENGALE, ROY W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/7/2005	NILAN, LISA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/5/2006	NIXON, RICHARD R.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2005	NNN VF TIFFANY SQUARE LLC	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	NOMMENSEN, BROOKE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 01/01/2007	NORMAN SEABERG	CITADEL BROADCASTING COMPANY	\$0.00
SHARE ANTENNAE SPACE	NORTHWESTERN COLLEGE	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	NORTON, BENJAMIN C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/25/1996	NORTON, KELLY A.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	NORTON, LAWRENCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/25/2008	NOSKER, PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/16/1993	NOTARO, VANETTE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	NOVOSAD, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	NOYES, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	NUVOX	CITADEL BROADCASTING COMPANY	\$9,212.50
COMMUNICATIONS CONTRACT Dated 8/17/2009	NUVOX	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE Dated 6/12/2007	NY AM RADIO LLC ( WEPN RADIO)	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/12/2007	NY AM RADIO LLC ( WEPN RADIO)	NY RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 7/1/2009	NYENHUIS, ASHLEY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/18/1996	NYSTROM, FRANK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	OAKLAND RAIDERS INC	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	OAKLAND, TAMMY K.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/30/1989	OAKVILLE TOWER HOLDINGS LLC	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	O'BRIEN, THOMAS B.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/9/1999	O'CALLAGHAN, LISA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/4/2009	O'CALLAGHAN, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	O'CONNOR, KEVIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	O'CONNOR, ROBERT	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 4/20/2001	ODOM, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	O'DONOGHUE, YONNI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/15/2009	OGLEY-JOLLIFF, KRISTINA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	O'GRADY, KEVIN J.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/24/2005	OLIVER, TERRY L	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/15/2008	OLSEN, CATRINA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/12/2009	OLSEN, PATRICK A.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	OLSON, MICHAEL	KLOS-FM RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	OLYMPUS MEDIA	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/01/2005	ONE CITY CENTER LLC	CITADEL BROADCASTING COMPANY	\$353.29
REAL PROPERTY LEASE CONTRACT START DATE: 06/26/1987	ONE CITY CENTER LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT	ONE COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$3,897.09
COMMUNICATIONS CONTRACT Dated 8/1/2007	ONE COMMUNICATIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT <sup>2</sup>	ORR, JACQUELYN	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ORVIS, KRISTEN D.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/3/2007	OSVICK, ANDREW J.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	OTTO, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00

<sup>2</sup> This agreement between the Debtors and Jacquelyn Orr is being assumed as amended by the applicable employment agreement included in Exhibit K to the Plan Supplement.

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	OUSLEY, TED	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/6/1981	OVERBAY, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/1998	OWEN MEREDITH & SONS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/18/2009	OWENS, MARK A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	OWENS, RONALD	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/23/2004	OWENS, SUZANNE V.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	P. GIOIOSO & SONS	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 8/21/2009	PA ASSOCIATION OF BROADCASTERS	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 06/01/2009	PACIFIC OFFICE AUTOMATION INC	CITADEL BROADCASTING COMPANY	\$115.10
REAL PROPERTY LEASE CONTRACT START DATE: 04/01/2008	PACIFIC STORAGE CO	CITADEL BROADCASTING COMPANY	\$52.10
REAL PROPERTY LEASE / SUBLEASE Dated 6/1/2005	PACIFICA CITY CENTER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	PADDEN, GERALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	PAGANO, ALEXANDER	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 5/15/2008	PAIGE NIENABER	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT	PALLAD, MICHAEL	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/17/2009	PALMER, RICHARD A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/2/2007	PALMIERI, ALEXANDER A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/14/2007	PALUBIAK, MELISSA K.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	PALUTKE, ALISHA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/1/2009	PANTUSO, FRANCESCA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2008	PAPA, GREGORY	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/13/2006	PARAS, KAREN L.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 07/01/2004	PARK WEST	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/8/2007	PARK, JACLYN M.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	PARMAN, STANLEY D.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated M-T-M Dated M-T-M	PAT KELLY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/01/2005	PATLIN PROPERTIES LP	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/10/2009	PATRICK NOSKER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2007	PATRICK NOSKER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2009	PATRICK WATERS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 1/1/2009	PATRICK WATERS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 4/17/2007	PATRICK WATERS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	PATRICK WATERS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/3/2002 Dated 6/3/2002	PATTERSON, EULA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/24/1985	PATTERSON, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/10/2001	PATTON, SCARLETT M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2003	PAUL W SMITH	DETROIT RADIO, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/15/2008	PAUL, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/9/2009	PAUL, BRYAN I.	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/15/2009	PAVICH, NATHAN R.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/30/2006	PAVLICK, THOMAS	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/08/2009	PAWELK, THERESA	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	PEAK OUTDOOR ADVERTISING	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	PEAK OUTDOOR ADVERTISING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PEARSON, ANDREW J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/08/2009	PECK, ALLAN	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/28/2003	PEIXOTO, MICHELLE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	PELLY, B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	PELTON, DIANE M.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/12/2003	PEMBLETON, ELIZABETH A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PENDOLINO, JOHN E.	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT	PENGUARDIA PRODUCTIONS INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/14/2008	PENNINGTON, MARK W.	LA RADIO, LLC	\$0.00
REAL PROPERTY SUBLEASE	PENSACOLA CHRISTIAN COLLEGE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/31/2001	PENSACOLA CHRISTIAN COLLEGE	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	PENTELEDATA LP I	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
MAINTENANCE AGREEMENT CONTRACT START DATE: 03/01/2008	PENTELEDATA LP I	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/14/2009	PEPIN, DENELL F.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	PEREZ, MICHAEL J.	ARLINGTON-WBAP-KSCS -1718	\$0.00
PROGRAMMING AGREEMENT Dated 1/1/2009	PERFORMANCE RACING NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/02/2009	PERFORMANCE RACING NETWORK	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	PERFORMANCE RACING NETWORK	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/31/2009	PERFORMANCE RACING NETWORK	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSULTING CONTRACT Dated 1/1/2006	PERKINS & COMPANY	WBAP-KSCS ASSETS, LLC	\$919.32
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	PERKINS, VICKI P.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	PERROTTI, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	PERRY, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/06/2009	PERRY, JOHN S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/4/2009	PERRY, RICHARD A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/15/2006	PERRY, STEPHEN A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	PERUMAN, RAVI	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	PESCARINO, ANTHONY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	PETERS, CARLETTE A.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2009	PETERSON, CORY A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/9/2009	PETRULO-BERRY, CAREN A.	RADIO ATLANTA, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PETTENGILL, TODD	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2005	PFEFFER, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	PHELPS, BRIAN W.	KLOS-FM RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2006	PHILIP WISE	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	PHILIPS, MALLARD J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/15/2009	PHILLIPS, JOHN	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/5/2005	PHILLIPS, WALTER J.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT	PHOENIX LIFE INSURANCE COMPANY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/22/1998	PIATT, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PICCILLO, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	PICCIRILLI, STAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	PIERCE, MICHAEL A.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	PIESZ, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE	PIKE & FISCHER INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	PIKE ELECTRIC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	PIKE, BRUCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	PILCHEN, STEVE	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2000	PILOT COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/15/1996	PIMA COUNTY TREASURER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/27/1992	PIMENTEL, SUSAN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2007	PINNACLE MEDIA MANAGEMENT	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 06/01/2009	PINNACLE MEDIA WORLDWIDE	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE Dated 7/1/2009	PINNACLE MEDIA WORLDWIDE	DETROIT RADIO, LLC	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/01/2002	PINNACLE TOWERS LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2004	PINNACLE TOWERS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2000	PINNACLE TOWERS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PIPER, JAMES P.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	PITCHER, GLENN	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE Dated 1/23/2008	PITNEY BOWES	CITADEL BROADCASTING COMPANY	\$1,447.58
EQUIPMENT LEASE Dated 10/1/2006	PITNEY BOWES	CITADEL BROADCASTING COMPANY	\$4,891.16
OTHER CONTRACT	PITNEY BOWES	RADIO NETWORKS, LLC	SEE ABOVE
EQUIPMENT LEASE Dated 1/20/2009	PITNEY BOWES CREDIT CORPORATION	CITADEL BROADCASTING COMPANY	\$1,642.56
EQUIPMENT LEASE Dated 4/17/2009	PITNEY BOWES GLOBAL FIANCIAL SERVICES LLC	DC RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 10/01/2006	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 08/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	ATLANTA RADIO, LLC	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE CONTRACT START DATE: 12/30/2005	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 09/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 07/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 08/01/2004	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 08/01/2004	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 01/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/01/2008	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 10/01/2006	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 10/16/2003	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 03/10/2005	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 01/10/2009	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 10/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 12/12/2003	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING CORPORATION	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 11/28/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 05/01/2007	PITNEY BOWES GLOBAL FINANCIAL SVS	WPLJ RADIO, LLC	SEE ABOVE
MAINTENANCE AGREEMENT CONTRACT START DATE: 09/01/2005	PITNEY BOWES GLOBAL FINANCIAL SVS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/15/2007	PITNEY BOWES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE	PITNEY BOWES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE CONTRACT START DATE: 01/01/2008	PITNEY BOWES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER	PITNEY BOWES INC	RADIO NETWORKS, LLC	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE	PITNEY BOWES, INC.	DETROIT RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 10/19/2009	PLANTE, CHRISTOPHER M.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PLASTER, GEORGE T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/23/2009	PLUTA, KACIE M.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2008	POINT COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/2004	POINT COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/2004	POINT COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 4/9/2007	POLIZZI, SALVATORE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	POLMA, PAULA	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/16/2009	POLONSKY, JOEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/4/2008	POLUS-ZWAWA, SANDRA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	POOLE, DANIEL D.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	POPP SIMPSON, JANE M.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/7/2008	PORTER, ROSE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	POSTERICK, RAY F.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	POTTER, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	POWELL, ANTHONY	NY RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 3/16/2009	POWELL, CHRISTOPHER A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	POWELL, MIKE	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE	POWER-LINK SOFTWARE SYSTEMS, INC.	DETROIT RADIO, LLC	\$150.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	PRATER, MIKE F.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/28/2001	PRATT, DEBRA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 11/2/2009	PREMIER RADIO NETWORKS	CITADEL BROADCASTING COMPANY	\$7,271.00
PROGRAMMING AGREEMENT Dated 12/28/2009	PREMIER RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
RADIO SYNDICATION CONTRACT (CONTRACT) ENTERED INTO WITH BINDING EFFECT AS OF JULY 1, 2008 (EFFECTIVE DATE), BY AND BETWEEN PREMIERE RADIO NETWORKS, INC., A DELAWARE CORPORATION (PREMIERE), CITADEL BROADCASTING CORPORATION, A DELAWARE CORPORATION (CITADEL), RADIO NETWORKS, LLC., A LIMITED LIABILITY CORPORATION FORMED UNDER THE LAWS OF THE STATE OF DELAWARE (NETWORKS ) AND SPMK COMMUNICATIONS, LTD., A DELAWARE CORPORATION (SPMK ) TO PROVIDE THE SERVICES OF SEAN HANNITY (HANNITY)	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING CORPORATION / RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT	PREMIERE RADIO NETWORKS	RADIO NETWORKS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	PREMIERE RADIO NETWORKS	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING AGREEMENT Dated 12/29/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 9/15/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 12/1/2009	PREMIERE RADIO NETWORKS	NY RADIO ASSETS, LLC	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING AGREEMENT Dated 1/1/2008	PREMIERE RADIO NETWORKS	DC RADIO ASSETS, LLC	SEE ABOVE
AFFILIATE AGREEMENT CONTRACT START DATE: 12/01/2007	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2005	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2004	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/16/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/20/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 09/15/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2003	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/16/2009	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 09/28/2004	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 12/07/2004	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2007	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2003	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2004	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 11/24/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/15/2007	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 06/16/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2006	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2007	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/29/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/20/2006	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2002	PREMIERE RADIO NETWORKS	CITADEL BROADCASTING CORPORATION	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	PREMIERE RADIO NETWORKS	DC RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2010	PREMIERE RADIO NETWORKS	DETROIT RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	PREMIERE RADIO NETWORKS	NY RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2008	PREMIERE RADIO NETWORKS	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING AGREEMENT Dated 2/1/2008	PRESS ASSOCIATION INC	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	PRESTIGIACOMO, THOMAS J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/4/2007	PRESTON, RICHARD G.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/24/1992	PRICE BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	PRIESTAP, CHARLES	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
MAINTENANCE AGREEMENT	PRO TECH COMMUNICATIONS, LLC	DETROIT RADIO, LLC	\$30.00
EMPLOYEE/SERVICES CONTRACT Dated 2/10/2003	PROESCHER, KEVIN P.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	PROFESSIONAL COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 5/15/2008	PROMO SUITE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 5/15/2008	PROMO SUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 07/01/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 7/1/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 7/1/2009	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2004	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2004	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/15/2004	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	PROMOSUITE	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE Dated 7/1/2009	PROVIDENCE RADIO ASSOCIATION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/24/2009	PRYOR, DEANNA	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT Dated 5/18/2009	PYROSIGNAL & SUPPRESSION INC	WPLJ RADIO, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 1/1/2008	QSOUNDZ	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
REAL PROPERTY LEASE CONTRACT START DATE: 10/28/2000	QUAIL LAKES OFFICE PLAZA	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	QUALCOMM	DETROIT RADIO, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/6/2009	QUALCOMM INCORPORATED	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/06/2008	QUEBEDEAUX, BRUCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	QUILLEN, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/19/2005	QUINN, SHANNON L.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	QUIXOTE	LA RADIO, LLC	\$0.00
COMMUNICATIONS CONTRACT	QWEST	CITADEL BROADCASTING COMPANY	\$14,889.41
REAL PROPERTY LEASE CONTRACT START DATE: 12/01/2000	R&R REALTY GROUP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/25/2007	RACINE, PATRICIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	RADDEN, ANDREW	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	RADER, BOBBY	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE Dated 4/1/2007	RADIO COMPUTING SERVICES	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2006	RADIO COMPUTING SERVICES INC	KLOS-FM RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	RADIO COMPUTING SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	RADIO COMPUTING SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2007	RADIO COMPUTING SERVICES INC	MINNEAPOLIS RADIO ASSETS, LLC	SEE ABOVE
REAL PROPERTY SUBLEASE	RADIO DISNEY KMKI	WBAP-KSCS ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/12/2007	RADIO DISNEY NY LLC ( WQEW RADIO)	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	RADIO IMMACULADA	CITADEL BROADCASTING COMPANY	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	CITADEL BROADCASTING CORPORATION	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING I, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING II, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING III, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING IV, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING IX, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING V, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING VI, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING VII, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING VIII, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING X, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING XI, LLC	\$0.00
AUTHORIZATION WITH RMLC	RADIO MUSIC LICENSE COMMITTEE	RADIO LICENSE HOLDING XII, LLC	\$0.00
REAL PROPERTY SUBLEASE	RADIO ONE	WBAP-KSCS ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2008	RADIO STRATEGIES, INC.	CITADEL BROADCASTING COMPANY	\$775.16
PROGRAMMING CONTRACT	RADIOLICIOUS DBA MYSIMBOOK.COM LLC	RADIO NETWORKS, LLC	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 09/01/2008	RADIOSCAPE	CHICAGO RADIO ASSETS, LLC	\$1,000.00
EMPLOYEE/SERVICES CONTRACT Dated 1/15/2001	RADNEY, DIANA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	RAGAN, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/17/2007	RAGSTON, NATOSCHA S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	RAHN, CHRISTOPHER	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/05/1994	RAILSIDE DEVELOPMENT CORP	CITADEL BROADCASTING COMPANY	\$311.64
SERVICE CONTRACT	RAMEY MAINTENANCE	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	RAMSEY, EDWARD E.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	RANDLES-MEE, BRENDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/18/2009	RANDOLPH, DEBRA F.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2006	RANDY HORTON	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2009	RANDY LANE COMPANY	ATLANTA RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/20/2005	RANDY REEVES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/29/2005	RANDY SHAVER	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/29/2005	RANDY SHAVER (KARE- TV)	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/01/2008	RANYAK, MICHAEL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/24/2009	RASICO, THANH N.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	RAY AVILA	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/1994	RAY, MARGOT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	RAY, ROBERT D.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 6/6/2005	RDP TECHNICAL SERVICES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2004	REACH MEDIA INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	REACH MEDIA INC	RADIO NETWORKS, LLC	\$0.00
TECHNICAL CONTRACT	REACH MEDIA INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	RECKAMP, BRETT	CITADEL BROADCASTING COMPANY	\$0.00
STORAGE CONTRACT	RED ROCK STORAGE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	REDLASSO CORP	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/27/2009	REED, EARL D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/13/2006	REED, GENNORA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2000	REED, JOHN R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/16/2008	REED, MELISSA D.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 1 YR	REELWORLD	CITADEL BROADCASTING COMPANY	\$700.00
OTHER CONTRACT Dated 1 YR	REELWORLD	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 12/12/2006	REELWORLD JINGLES	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT Dated 10/1/2009	REELWORLD PRODUCTIONS, INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	REESE, ADAM	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/17/2006	REG LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/1/1998	REGENT BROADCASTING - KRKA	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/1/1998	REGENT BROADCASTING - LAND SHARED TOWER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 5/21/2008	REGGIE RAGSTON	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER CONTRACT Dated 11/5/2001	REGIONAL HELPWANTED.COM	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated pre 12/20	REGIONAL HELPWANTED.COM	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/21/2009	REGO, JARRED L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/15/2009	REICHEL, GRETCHEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/6/2007	REID, CHRISTINA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2006	REILLY, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 4/13/2009	REINHOLTZ, EDWARD	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/9/2006	REIS, MICHAEL J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	REITZ, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	RENARD	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 2/1/1988	RENARD COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/15/2009	RENINGER, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	RENKO, RICHARD J.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	RENZI, DANIEL	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 03/01/2009	REPORT IT	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 04/01/2008	RESEARCH DIRECTOR INC	CITADEL BROADCASTING COMPANY	\$2,237.12
OTHER CONTRACT Dated 7/12/2007	RHEMA PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	RICCIUTO, ANTHONY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/24/2009	RICE, HEATHER B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/31/2009	RICE, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/25/2009	RICH, KEVIN C.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/01/2009	RICHARD DAVENPORT	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	RICHARD WERRY	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/4/1999	RICHARD, ROCHELLE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/23/2008	RICHARDSON, JAMES P.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/06/2009	RICHARDSON, ROBERT C.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/10/2000	RICHLAND TOWERS	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2004	RICHLAND TOWERS ATLANTA LLC	ATLANTA RADIO, LLC	\$4,844.77
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	RICHLAND TOWERS CHARLESTON LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2008	RICHLAND TOWERS OKLAHOMA CITY LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2008	RICHLAND TOWERS OKLAHOMA CITY LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/17/1996	RICHMOND, VICKEY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	RICKARD, STEPHANIE S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	RICKARD, TIMOTHY R.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 01/08/2008	RICOH BUSINESS SYSTEMS INC	DETROIT RADIO, LLC	\$0.00
EQUIPMENT LEASE	RICOH BUSINESS SYSTEMS INC	DETROIT RADIO, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	RIDER, CINDY K.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/26/2005	RILEY, DIANE L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/17/2008	RILEY, HERTISENE E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	RILEY, JUSTIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/4/2009	RINCK, LAURAN B.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2007	RIORDAN, MARTHA	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	RITCHIE, JERRY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/22/2009	RIVERA, DENNIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	RIVERA, JOSE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 10/01/2005	RIVERFRONT HOLDINGS INC	DETROIT RADIO, LLC	\$833.33
EMPLOYEE/SERVICES CONTRACT Dated 6/4/2007	RIZZI, JANICE	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/16/1983	RJ GALLO RANCHES	CITADEL BROADCASTING CORPORATION	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 04/01/2007	RJ YOUNG COMPANY INC	CITADEL BROADCASTING COMPANY	\$2,641.07
MAINTENANCE AGREEMENT CONTRACT START DATE: 04/01/2007	RJ YOUNG COMPANY INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 08/31/2006	RL POLK & CO	DETROIT RADIO, LLC	\$317.58
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	ROATH, ELIZABETH C.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/5/2008	ROBBINS, JANE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	ROBERSON, GLEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/3/2007	ROBERT BARTLETT	NY RADIO ASSETS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2007	ROBERT SANSEVERE	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/11/2009	ROBERTS, ALICIA T.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/15/2000	ROBERTS, DEANNA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	ROBERTS, ERIC J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/16/2009	ROBICHEAUX, RAY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	ROBINSON, JEREMY P.	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/10/2008	ROCK, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/06/2009	ROCKERMANN, PAMELA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	RODGERS, MARK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/6/2006	RODRIGUE, NIKESHA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/2/2007	RODRIGUEZ, KATHARYN	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/31/2009	ROEBACK, DESMOND J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/2/2008	ROGERS, JAMIE B.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/12/2009	ROHDE, VERONICA L.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ROMERO, ERIC V.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/17/2004	ROSENBERG, LINDA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/15/2009	ROSENBERGER, JOSEPH E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ROSENBLATT, HOWARD R.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/5/2004	ROSENBLATT, KEITH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	ROSS-FINLEY, FRED A	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ROSSI, ROBERT L.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	ROTHERMEL, MICHELLE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/16/2009	ROUNDS, GLENDA J.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 07/01/2003	ROUTE 6 MARKETPLACE LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	ROUTE 81	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/15/2008	ROWAN, TRAVIS	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	ROY, JASON D.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	RUBY, GRANT D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/03/2008	RUFINO, LOU	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/31/2000	RUGGIERO, DEBORAH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	RUSCH, DERRECK L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/16/2001	RUSIN, ERIK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/18/2007	RUSSELL, JOSHUA A.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2003	RUSTAD, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/1/1998	RUWE, GAIL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	RYAN, JAMES P.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/18/2008	RYBCZYK, MARK L.	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/7/2009	SABIK, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 11/01/2000	SACO TOWER OPERATORS INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/16/2005	SADLER, PAMELA J.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/07/2002	SAGA COMMUNICATIONS OF IOWA, LLC	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE CONTRACT START DATE: 01/01/2009	SAGE SOFTWARE INC	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 09/01/2005	SAINT PAUL ARENA COMPANY, LLC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 09/01/2005	SAINT PAUL ARENA COMPANY, LLC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
CONSULTING CONTRACT CONTRACT START DATE: 09/01/2005	SAINT PAUL ARENA COMPANY, LLC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2008	SALEM RADIO PROPERTIES	ATLANTA RADIO, LLC	\$4,530.67
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2005	SALTER, JULIE Z.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	SALVARY, LAURENCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/25/2005	SALYER, PRESTON	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 07/01/2009	SAN FRANCISCO FORTY NINERS	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/22/1995	SAN FRANCISCO PORT COMMISSION	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SAN JOSE, CARLOS A.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/29/2008	SANCHEZ, STACEY D.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	SANDERS, CAROLYN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/1/2001	SANDERS, CATHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/16/2008	SANDERS, JOSHUA E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SANDERS, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/27/2006	SANDIA TELEVISION CORP	CITADEL BROADCASTING COMPANY	\$2,232.31
EMPLOYEE/SERVICES CONTRACT Dated 6/19/2006	SANDS, GENA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SARTO, MARK	KLOS FM RADIO ASSETS, LLC	\$0.00
EQUIPMENT LEASE Dated 11/11/2009	SAULISBURY BUSINESS MACHINES INC	CITADEL BROADCASTING COMPANY	\$847.72
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	SAVELLI, BRENDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/3/2009	SAYLE, LANEY C.	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/02/1999	SBA PROPERTIES INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/1995	SBA PROPERTIES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/1990	SBA STRUCTURES INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/04/2006	SBA TOWERS II LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/19/2004	SCHATTENBERG, AMANDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/3/1998	SCHEER, GARY G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/19/2008	SCHERZER, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/15/2009	SCHIANO, JESSICA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SCHNEIDER, JOSEPH M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SCHNEIDER, KERRY A.	RADIO ATLANTA, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SCHNEIDER, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/24/2007	SCHNEIDER, RENEE D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/23/1994	SCHOEWE, BRANDI	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/15/2009	SCHROEDER, DREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/5/1996	SCHULTZ, PAMELA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/19/2009	SCHULZ, BENJAMIN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/31/2008	SCHUMAN, SCOTT	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/7/2008	SCHUSTER, DONALD M.	RADIO DETROIT, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 8/16/2002	SCHWARTZKOPF, RONALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/15/2008	SCHYMICK, DAX	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2008	SCOTT FISHER PRODUCTIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2009	SCOTT FISHER PRODUCTIONS LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/01/1993	SCOTT J HILLEBO	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2006	SCOTT SITAREK	DETROIT RADIO, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 12/01/2006	SCOTT SITAREK	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/21/2009	SCOTT, RANDALL	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 1/1/2005	SEAN CALDWELL	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	SECAP FINANCE	RADIO NETWORKS, LLC	\$0.00
LICENSING AGREEMENT CONTRACT START DATE: 08/06/2009	SECOND STREET MEDIA, INC.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/19/2009	SEGEL, JILLIAN A.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SEIDEL, DANIEL F.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/5/1999	SELBY, ROSE A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	SERGIACOMI, LORI	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 12/02/2008	SERVICE JANITORIAL INC	CITADEL BROADCASTING COMPANY	\$912.89
OTHER CONTRACT Dated 5/1/2009	SERVICEMASTER BY HIGGINBOTHAM'S	CITADEL BROADCASTING COMPANY	\$369.41
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/31/2001	SES AMERICOM	CITADEL BROADCASTING COMPANY	\$0.00
TECHNICAL CONTRACT	SES AMERICOM	RADIO NETWORKS, LLC	\$12,848.41
TECHNICAL CONTRACT	SES AMERICOM	RADIO NETWORKS, LLC	SEE ABOVE

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
TECHNICAL CONTRACT	SES AMERICOM	RADIO NETWORKS, LLC	SEE ABOVE
OTHER	SESAC INC	ATLANTA RADIO, LLC	\$0.00
OTHER	SESAC INC	CHICAGO FM RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	CHICAGO RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	SESAC INC	DC RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	DETROIT RADIO, LLC	\$0.00
OTHER	SESAC INC	KLOS SYNDICATIONS ASSETS, LLC	\$0.00
OTHER	SESAC INC	KLOS-FM RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	LA RADIO, LLC	\$0.00
OTHER	SESAC INC	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	NY RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	RADIO NETWORKS, LLC	\$0.00
OTHER	SESAC INC	RADIO TODAY ENTERTAINMENT, INC.	\$0.00
OTHER	SESAC INC	SAN FRANCISCO RADIO ASSETS, LLC	\$0.00
OTHER	SESAC INC	WBAP-KSCS ASSETS, LLC	\$0.00
OTHER	SESAC INC	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/23/2009	SEVERSON, JUSTIN R.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	SEWELL, CHARLES A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/18/2005	SEYMOUR, MEGHAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SHADE, JENNIFER S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/20/2003	SHADLE, DAVID	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2007	SHAFER, DENISE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/11/1992	SHAFFER, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	SHANNON, MICHAEL S.	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SHAUGHNESSY, DANIEL	ARLINGTON-WBAP-KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/2/2008	SHAUGHNESSY, MEGAN	ARLINGTON-WBAP-KSCS -1718	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
COMMUNICATIONS CONTRACT CONTRACT START DATE: 07/09/2009	SHAVLIK TECHNOLOGIES LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SHAWL, LYNN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/7/2007	SHAY, KATHRYN M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/01/2009	SHELDON, MEREDITH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/1/2008	SHELL, JACKSON W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SHELMAN, NATHAN D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/26/1996	SHELTON, SHELTON H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/30/2004	SHEPHERD, RODNEY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SHEPPERD, MARK A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/1/1999	SHIBLEY, JESSE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/2009	SHIELS, MICHAEL PATRICK	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SHILLING, ADAM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/1983	SHULL, JANICE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/16/2009	SHULTZ, NEIL R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/15/2007 Dated 3/15/2007	SIDES, PAYTON B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/28/2009	SIEMBIEDA, JEFFREY C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/10/2008	SIEMINSKI, ADAM	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/1988	SIGNAL MEDIA OF ARKANSAS	CITADEL BROADCASTING COMPANY	\$3,260.88
PROGRAMMING CONTRACT	SIMMONS MARKET RESEARCH BUREAU INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SIMONES, ANDREW J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SIMONSON, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 7/1/2009	SIMPLEX GRINNELL	CITADEL BROADCASTING COMPANY	\$0.00
MAINTENANCE AGREEMENT CONTRACT START DATE: 09/01/2007	SIMPLEXGRINNELL LP	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT Dated 12/15/2008	SIMPLY BITS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SIPOLT JR, LOUIS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SIRAGUSA, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/27/2008	SISCO, MARGARET E.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2008	SITAREK, SCOTT C.	RADIO DETROIT, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 08/29/2003	SKB - SLC INVESTMENTS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/1/1999	SKINNER, COURTNEY E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/13/2009	SLOAN, JASON P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/1/2003	SMALL, JULIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	SMALUK, JEFFREY	CHICAGO FM RADIO ASSETS	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 01/01/2009	SMG/DCU CENTER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SMITH, BRETT	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SMITH, JONATHAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	SMITH, PATRICK S.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	SMITH, PAUL W.	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SMITH, STEVE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/21/2009	SMITH, THOMAS D.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SMITH, TIM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SMOOT, MARLIN J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/4/2007	SMYTH, KELLY M.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	SOARES, ARTHUR	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SODI MIRANDA, ARIAONA	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SOMERVILLE, TERRENCE D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/12/2007	SOMILLEDA, LILY	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/22/2009	SONTAG, FRANK	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/14/2008	SOPHER, BRAD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/18/2002	SOPHER, STACY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/7/2008	SORNSSEN, LYNN	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SOUHRADA, SCOTT	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT START DATE: 12/01/2008	SOUTH EAST TOYOTA LEASE	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	SOUTH PACE MANAGEMENT INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	SOUTHERN UNIVERSITY & AM COLLEGE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 7/1/2006	SOUTHERN UNIVERSITY SYSTEM FOUNDATION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/14/2009	SOWERS, TIMOTHY R.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/15/2008	SPAK, SHANNON L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/7/2008 D	SPALTHOFF, DAVE	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/17/1988	SPANIOLO, CHARLES V.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/16/2005	SPARKS, WILLIAM C.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2008	SPARTAN SPORTS NETWORK INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SPATAFORA, MATTHEW S.	RADIO DETROIT, LLC	\$0.00
COMMUNICATIONS CONTRACT	SPEAKEASY INC	CITADEL BROADCASTING COMPANY	\$51.32
REAL PROPERTY LEASE / SUBLEASE Dated 4/1/1989	SPECTRASITE BROADCAST TOWERS, INC.	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/01/1986	SPECTRASITE COMMUNICATIONS INC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/05/2005	SPECTRASITE COMMUNICATIONS INC	KLOS-FM RADIO ASSETS, LLC	\$968.77
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2009	SPEED OF SOUND PRODUCTION SERVICES	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	SPEEDNET LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SPENCE, JOHN L.	KLOS FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SPENCER, TESSA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SPERRAZZA, CARL	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	SPEVAK, PHILIP B.	CITADEL BROADCASTING COMPANY	\$0.00
RADIO SYNDICATION CONTRACT (CONTRACT) ENTERED INTO WITH BINDING EFFECT AS OF JULY 1, 2008 (EFFECTIVE DATE), BY AND BETWEEN PREMIERE RADIO NETWORKS, INC., A DELAWARE CORPORATION (PREMIERE), CITADEL BROADCASTING CORPORATION, A DELAWARE CORPORATION (CITADEL), RADIO NETWORKS, LLC., A LIMITED LIABILITY CORPORATION FORMED UNDER THE LAWS OF THE STATE OF DELAWARE (NETWORKS) AND SPMK COMMUNICATIONS, LTD., A DELAWARE CORPORATION (SPMK) TO PROVIDE THE SERVICES OF SEAN HANNITY (HANNITY)	SPMK COMMUNICATIONS, LTD.	CITADEL BROADCASTING CORPORATION / RADIO NETWORKS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 05/30/2009	SPORTS BACKHAUL NETWORK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	SPORTS RADIO CHICAGO, LLC	CHICAGO RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/2008	SPRINGFIELD RIVERFRONT DEVELOPMENT CORP	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT MAINTENANCE Dated 7/1/2008	SPRINKLER SYSTEMS INSPECTION CORP.	CITADEL BROADCASTING COMPANY	\$753.36
SUBLEASE CONTRACT START DATE: 03/07/2001	SPRINT	CITADEL BROADCASTING COMPANY	\$8,883.36
COMMUNICATIONS CONTRACT	SPRINT	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	SPRINT	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	SPRINT	CITADEL BROADCASTING COMPANY	SEE ABOVE
SUBLEASE CONTRACT START DATE: 07/01/1996	SPRINT	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	SPRINT NEXTEL	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY LEASE / SUBLEASE Dated 4/1/2009	SPRINT NEXTEL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	SPRINT PCS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	SPRINT SPECTRUM LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	SPRINT/NEXTEL	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 7/1/1996	SPRINT/NEXTEL	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	ST GERMAIN, BRIAN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	ST PIERRE, RONALD	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	ST. PAUL FIRE MARINE INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER	ST. PAUL MERCURY INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/16/2009	STACKHOUSE III, HOUSTON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/24/1987	STAGG, PHERN	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 02/01/2005	STAHLMAN REDEVELOPMENT PARTNERS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/10/2006	STALEY, TANESIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	STALKER, STEVEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/2/2009	STANEC, CHARLES J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/2/2009	STARK, JASON D.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	STATE COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/2009	STATE OF UTAH	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/1997	STATE OF UTAH	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 1/1/2004	STATENETS	CITADEL BROADCASTING COMPANY	\$19,797.12
EMPLOYEE/SERVICES CONTRACT Dated 6/9/2003	STAUFFER, ADELLA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	STAUFFER, VALERIE L.	CITADEL BROADCASTING COMPANY	\$0.00
UNION AGREEMENT - KABC/KLOS OFFICE CLERICAL	STDU LOCAL 399	KLOS-FM RADIO ASSETS, LLC	\$0.00
UNION AGREEMENT - KABC/KLOS OFFICE CLERICAL	STDU LOCAL 399	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	STEEL, BOB	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/16/2009	STEEL, SUSAN L.	LA RADIO, LLC	\$0.00
OTHER CONTRACT Dated month-to-month	STEELE IMAGING	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/15/2009	STEELY, MICHAEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/15/2001	STEINHILPER, MICHAEL C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	STEN, RICKY J.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/22/1994	STEPHEN ADAMS LIVING TRUST	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	STEPHENS, RYN	CITADEL BROADCASTING COMPANY	\$0.00
SERVICE CONTRACT	STERLING TESTING	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/04/2007	STEVE MIMNAUGH	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	STEVENS, NANCY K.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/7/2006	STEWART, BARRY J.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 9/27/2004	STEWART, KIM R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/15/2009	STEWART, STEPHEN M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/10/2001	STICE, KEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	STIEBER, JEROME S.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	STIEGLER, SCOTT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/5/2009	STILWELL, FORREST	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	STINE, SCOTT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/29/2003	STITH, PATRICIA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/13/2006	STNG WIRE SERVICE	CHICAGO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/7/2008	STOCKING, MICHAEL C.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/29/1990	STONECIPHER, JAMES A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/17/1996	STRACCO, BETSY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2005	STRATA MARKETING INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 08/24/2009	STRAW, BRIEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	STRICKLAND, JOSHUA N.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/26/2004	SUBOTICKI, MARLA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/24/2009	SUCHON, JOSHUA A.	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SUCHOVAL, DERRICK	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
AFFILIATE AGREEMENT CONTRACT START DATE: 01/01/2009	SUDBURY BROADCASTING GROUP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT <sup>3</sup>	SULEMAN, FARID	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SULLIVAN, MICHAEL B.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SUMMERFORD, MEGAN J.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	SUMMERS, KELDER M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	SUMMERS, RICHARD	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2005	SUMMIT COUNTY	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT Dated 12/1/2009	SUPER MEDIA LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2000	SUSAN PARKER	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	SUSTAINLANE	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/25/2008	SUTTER, JOHN H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/26/2004	SUTTON, AARON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	SWETLAND, SEAN D.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	SYLVESTER, MANDI R.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	SYMETRA LIFE INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$0.00
SERVICE CONTRACT CONTRACT START DATE: 01/01/2009	SYMETRA LIFE INSURANCE COMPANY	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/1/1984	SYRACUSE TV CORP/METRO TV	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 04/01/1988	T MOBILE	CITADEL BROADCASTING COMPANY	\$0.00

<sup>3</sup> This agreement between the Debtors and Farid Suleman is being assumed as amended by the applicable employment agreement included in Exhibit K to the Plan Supplement.

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
COMMUNICATIONS CONTRACT	T MOBILE	CITADEL BROADCASTING COMPANY	\$2,260.22
REAL PROPERTY SUBLEASE	T MOBILE	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	T MOBILE	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	T MOBILE CENTRAL LLC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	T&W EEELECTRONICS	CITADEL BROADCASTING COMPANY	\$0.00
MAINTENANCE AGREEMENT CONTRACT START DATE: 07/01/2009	T.H. EIFERT MECHANICAL CONTRACTORS	CITADEL BROADCASTING COMPANY	\$22,536.15
PROGRAMMING CONTRACT	TABAS CO INC	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING AGREEMENT Dated 12/15/2009	TAMALA SAVAGE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/27/2005	TATUM, FELICIA D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	TAYLOR, ARNOLD B.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	TAYLOR, BRANDON	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/13/2009	TAYLOR, BRYCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/9/2008	TAYLOR, CHARLES R.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/10/1980	TAYLOR, KAY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/21/2007	TAYLOR, NICOLE L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT <sup>4</sup>	TAYLOR, RANDY	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER CONTRACT Dated Month to Month	TDINDUSTRIES	RADIO NETWORKS, LLC	\$2,335.06
SOFTWARE LICENSE CONTRACT START DATE: 06/01/2009	TECTURA CORP	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	TELCOVE OPERATIONS LLC	CITADEL BROADCASTING COMPANY	\$0.00

<sup>4</sup> This agreement between the Debtors and Randy Taylor is being assumed as amended by the applicable employment agreement included in Exhibit K to the Plan Supplement.

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
COMMUNICATIONS CONTRACT	TELEPACIFIC COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$1,589.78
COMMUNICATIONS CONTRACT Dated 6/9/2009	TELEPACIFIC COMMUNICATIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
RADIO BROADCAST RIGHTS AGREEMENT DATED 8/1/1996	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	\$416.52
AMENDMENT #1 TO RADIO BROADCAST RIGHTS AGREEMENT DATED 9/28/2000	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
CONSENT, ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 9/30/2000	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
AMENDMENT #2 TO RADIO BROADCAST RIGHTS AGREEMENT DATED 2/4/2004	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
AMENDMENT #3 TO RADIO BROADCAST RIGHTS AGREEMENT DATED 2/4/2004	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
AMENDMENT #4 TO RADIO BROADCAST RIGHTS AGREEMENT DATED 8/1/2008	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
AMENDMENT #5 TO RADIO BROADCAST RIGHTS AGREEMENT DATED 8/20/2009	TENNESSEE TITANS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 12/10/2009	TERMINI, CHARLES	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	TERRA NETWORKS OPERATIONS	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	TEW, CRAIG	CITADEL BROADCASTING COMPANY	\$0.00
SURETY BOND AGREEMENT	THE HARTFORD INSURANCE GROUP	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	THE ILLUMEN GROUP INC	CITADEL BROADCASTING COMPANY	\$1,082.20
OTHER	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA AIG WORLDSOURCE	CITADEL BROADCASTING CORPORATION	\$0.00
PROGRAMMING AGREEMENT Dated month-to-month	THE LOWER THIRD PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 02/21/2007	THE PHILLIPS GROUP	CITADEL BROADCASTING COMPANY	\$1,843.01
PROGRAMMING CONTRACT CONTRACT START DATE: 11/01/2008	THE PROFESSIONAL BASKETBALL CLUB LLC	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
PROGRAMMING AGREEMENT	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	SAN FRANCISCO RADIO ASSETS, LLC	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 04/01/2005	THE STEWART ORGANIZATION INC	CITADEL BROADCASTING COMPANY	\$655.80
LICENSING AGREEMENT CONTRACT START DATE: 09/01/2005	THE ULTIMATE SOFTWARE GROUP INC	CITADEL BROADCASTING COMPANY	\$0.00
SOFTWARE LICENSE CONTRACT START DATE: 09/01/2009	THE ULTIMATE SOFTWARE GROUP INC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 3/19/2009	THE WEATHER CHANNEL INC	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	THEIS, MIKE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	THEODORE, DIANE	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 12/01/2007	THERMOCOPY OF TENNESSEE INC	CITADEL BROADCASTING COMPANY	\$409.68
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2000	THOMAS PARKER	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/1999	THOMAS SHAFFNER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	THOMPSON, MARK L.	KLOS-FM RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/2/2006	THOMPSON, SANDRA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/2/2009	TILDEN, PETER	LA RADIO, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2005	TIM J DUPERON	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	TIME WARNER CABLE - SYRACUSE DIVISION	CITADEL BROADCASTING COMPANY	\$24.13
CONSULTING CONTRACT CONTRACT START DATE: 02/01/2008	TIME WARNER CABLE LLC	CITADEL BROADCASTING COMPANY	\$544.50
OTHER CONTRACT	TIME WARNER CABLE LLC	RADIO NETWORKS, LLC	SEE ABOVE
COMMUNICATIONS CONTRACT	TIME WARNER CABLE LLC	CITADEL BROADCASTING COMPANY	SEE ABOVE
COMMUNICATIONS CONTRACT	TIME WARNER CABLE OF NY	CITADEL BROADCASTING COMPANY	\$1,045.60

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
COMMUNICATIONS CONTRACT	TIME WARNER TELECOM HOLDINGS INC	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 05/19/2005	TIMEPAYMENT CORP	CITADEL BROADCASTING COMPANY	\$0.00
SPONSORSHIP AGREEMENT CONTRACT START DATE: 01/01/2008	TITAN OUTDOOR LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/24/2006	TM CENTURY INC	CITADEL BROADCASTING COMPANY	\$20.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/27/2006	TM CENTURY INC	ATLANTA RADIO, LLC	SEE ABOVE
PROGRAMMING AGREEMENT Dated 2/13/2006	TM CENTURY, INC.	DETROIT RADIO, LLC	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 02/24/2004	TM CENTURY, INC.	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE	TMOBILE	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	T-MOBILE USA INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	T-MOBILE USA INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 8/22/2007	T-MOBILE-USA INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT	TNS MEDIA INTELLIGENCE CMR	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/28/2009	TOBIAS, ERIK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2006	TOBY ARNOLD & ASSOCIATES INC	CITADEL BROADCASTING COMPANY	\$225.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/25/2006	TOBY ARNOLD & ASSOCIATES INC	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 8/13/2008	TODD, STEPHEN H.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	TODOBEBE INC	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	TOM PAINTER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	TOMASELLO, GREGORY A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/25/2008	TOMASIDES, HAROLD C.	ARLINGTON-WBAP- KSCS -1718	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/13/2009	TORRES, CLARILIBETH	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2006	TORRES, TIMOTHY A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/15/2008	TORVI, STACY J.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 03/01/2005	TOSHIBA FINANCIAL SERVICES	CITADEL BROADCASTING COMPANY	\$1,263.12
PROGRAMMING CONTRACT	TOTAL MEDIA	RADIO NETWORKS, LLC	\$735.48
PROGRAMMING AGREEMENT Dated 5/1/2009	TOTAL MEDIA COMMUNICATIONS INC	NY RADIO ASSETS, LLC	SEE ABOVE
PROGRAMMING AGREEMENT Dated 8/1/2009	TOTAL MEDIA COMMUNICATIONS INC	NY RADIO ASSETS, LLC	SEE ABOVE
COMMUNICATIONS CONTRACT	TOTAL TECH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/17/2009	TOWNSEND, STEVE	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	TRABER, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/8/1999	TRACY-ST. PIERRE, GRETCHEN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	TRAHAN, ALLIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	TRAVIS, HARVEY J.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/2002	TREASURER STATE OF NEW HAMPSHIRE	CITADEL BROADCASTING COMPANY	\$8,845.54
REAL PROPERTY SUBLEASE	TRINITY BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 09/01/1999	TRIZEC/INTERSTATE NORTH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	TROUPE, CHRISTOPHER	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 10/30/2009	TRUTH BY YOUR GRACE, INC.	KLOS-FM RADIO ASSETS, LLC	\$0.00
OTHER CONTRACT Dated 3/27/2008	TTI, INC.	CITADEL BROADCASTING COMPANY	\$429.36
EMPLOYEE/SERVICES CONTRACT Dated 10/13/2003	TUBBS, ANGELA	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 2/7/2000	TUBBS, ANN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/21/2004	TUCKER, CHRISTY K.	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	TUDOR INSURANCE COMPANY (MEMBER OF WESTERN WORLD INSURANCE GROUP)	CITADEL BROADCASTING CORPORATION	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/14/2008	TUFECKGIAN, DENCHALI S.	DC RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	TUREK, ARTHUR	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT START DATE: 08/01/2009	TURF MANAGERS LLC	CITADEL BROADCASTING COMPANY	\$612.18
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	TURNER, KELLY A.	RADIO DETROIT, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/21/2009	TURNER-NASH, KAREN	ATLANTA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/6/2007	TURPIN, WILLIAM A.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	TWENTIETH TELEVISION	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 12/1/2009	TWOMBLY, LAUREL	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	TXU	RADIO NETWORKS, LLC	\$26,327.70
EQUIPMENT LEASE	TYGRIS VENDOR FINANCE INC	CITADEL BROADCASTING COMPANY	\$636.65
SERVICE CONTRACT	ULTIMATE SOFTWARE GROUP	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated Month to Month	UNCLE BOBS SELF STORAGE	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/24/2003	UNDERBERG, EDMOND	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	UNITED BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
SUBLEASE CONTRACT START DATE: 08/31/2001	UNITED BROADCASTING	CITADEL BROADCASTING COMPANY	\$0.00
OTHER	UNITED ELEVATOR SERVICES	RADIO NETWORKS, LLC	\$290.00
OTHER	UNITED ELEVATOR SERVICES	RADIO NETWORKS, LLC	SEE ABOVE

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY SUBLEASE	UNIVERSITY OF ALABAMA	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 06/01/2001	UNIVERSITY OF ARKANSAS	CITADEL BROADCASTING COMPANY	\$0.00
AFFILIATE AGREEMENT CONTRACT START DATE: 07/16/2008	UNIVERSITY OF TENNESSEE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	UNIVISION	CITADEL BROADCASTING COMPANY	\$0.00
SUBLEASE CONTRACT START DATE: 06/01/2005	UNIVISION RADIO	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 02/15/2007	URQUHART MEDIA LLC	CHICAGO RADIO ASSETS, LLC	\$1,000.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	URSIN, KENNETH P.	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 03/20/2007	US CELLULAR	CITADEL BROADCASTING COMPANY	\$3,097.00
REAL PROPERTY SUBLEASE	US COAST GUARD	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/1/2007	US COAST GUARD	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/1/2007	US COAST GUARD	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	US DEPT OF COMMERCE	CITADEL BROADCASTING COMPANY	\$0.00
EQUIPMENT LEASE CONTRACT START DATE: 07/22/2007	US EXPRESS LEASING INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	US MARSHAL SERVICE FBI	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/1/2004	US WEATHER SERVICE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	USA MOBILITY	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/1997	USDA FOREST SERVICE	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/01/1997	USDA FOREST SERVICE	CITADEL BROADCASTING COMPANY	SEE ABOVE

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
AFFILIATE AGREEMENT CONTRACT START DATE: 10/01/2007	UTAH JAZZ	CITADEL BROADCASTING COMPANY	\$9,976.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/01/2008	VAHEY, ELLEN N.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/7/2007	VAIL, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2006	VALLIE RICHARDS DONOVAN CONSULTING INC	CITADEL BROADCASTING COMPANY	\$1,225.76
REAL PROPERTY SUBLEASE	VALUEPAGE	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 4/1/2008	VALUEPAGE D/B/A CELLULAR PAGE OF TN	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 09/15/2004	VAN ANDEL INSTITUTE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007 Dated 6/12/2007	VANBOGAERT, JAIME E.	RADIO NETWORKS, LLC	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 10/15/2007	VANESSA MARSHALL	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 06/01/2009	VANILLA GORILLA PRODUCTIONS	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 11/1/2009	VANILLA GORILLA PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 3/1/2006	VANILLA GORILLA PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 3/1/2008	VANILLA GORILLA PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 03/01/2009	VANILLA GORILLA PRODUCTIONS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 4/16/2008	VANLIEW, THOMAS J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	VANVOORHIS, WESLIE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	VASQUEZ, ALONZO G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	VEAU, MARK	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	VELASCO, JUAN	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	VELOCITA WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/1/2007	VENTANA TELEVISION INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	VENTANA TELEVISION	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	VERIZON	CITADEL BROADCASTING COMPANY	\$45,076.42
COMMUNICATIONS CONTRACT CONTRACT START DATE: MONTH- TO-MONTH	VERIZON INTERNET SOLUTIONS	CITADEL BROADCASTING COMPANY	\$266.56
CONSULTING CONTRACT CONTRACT START DATE: 09/01/2006	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 5/1/2009	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	\$0.00
COMMUNICATIONS CONTRACT	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	\$11,234.06
CONSULTING CONTRACT CONTRACT START DATE: 03/01/2007	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
EQUIPMENT LEASE CONTRACT START DATE: 02/03/2006	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY SUBLEASE	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
SUBLEASE CONTRACT START DATE: 09/01/2005	VERIZON WIRELESS	CITADEL BROADCASTING COMPANY	SEE ABOVE
REAL PROPERTY LEASE / SUBLEASE Dated 1/1/2005	VERNA MAE MARCHANT	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/22/2009	VERROCCHIO, ANDREA	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT	VERTICAL CLOUD INC	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	VETRANO, MARY-JO	NY RADIO ASSETS, LLC	\$0.00
LICENSING AGREEMENT Dated 6/1/2009	VIDEOHELPER, INC.	KLOS-FM RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 9/21/2009	VIEHMEYER, STEVEN	LA RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/30/2009	VIGNE, GREGORY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/17/2009	VILLANUCCI, JAMES	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	VINING, VALERIE	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 10/01/2007	VISUAL RATINGS LLC	CHICAGO FM RADIO ASSETS, LLC	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 10/01/2007	VISUAL RATINGS LLC	CHICAGO RADIO ASSETS, LLC	\$4,411.31
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2008	VISUAL RATINGS LLC	KLOS RADIO, LLC	SEE ABOVE
LICENSING AGREEMENT CONTRACT START DATE: 10/01/2008	VISUAL RATINGS LLC	LA RADIO, LLC	SEE ABOVE
PROGRAMMING AGREEMENT Dated Month to month	VOICE CREATIVE - NEIL HOLMES	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 4/23/2002	VOICE IMAGING	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 04/01/2009	VOICEPRINT MEDIA FSO MARK MAURER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	VOLK, JOSEPH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	VONAHNEN, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	VOORNAS, LORI	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 03/01/2004	VORNADO 2 PENN PLAZA	NY RADIO ASSETS, LLC	\$237.34
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	VRABLIC, DAVID P.	CITADEL BROADCASTING COMPANY	\$0.00
LICENSING AGREEMENT	WABC IP LLC	NY LICENSE, LLC	\$0.00
REAL PROPERTY SUBLEASE	WABC TV	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 6/12/2007	WABC-TV	WPLJ RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WAGNER-ALLYN, CAROLE J.	LA RADIO, LLC	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 10/6/2008	WAITLEY, KENDRA A.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WALDECK, KATHRYN	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/15/2008	WALKER, DENNIS J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	WALKER, LILA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/10/1978	WALKER, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	WALKER, WALLY W.	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	WALLS, REBECCA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/16/2009	WALSH, SANDRA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2008	WALTON, CHRISTOPHER G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WALTON, DEBORAH L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 4/13/2009	WALZER, MARSHALL G.	MINNEAPOLIS RADIO ASSETS,	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/22/2005	WALZ-HANSON, MANUELA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/6/2006	WANN, VALERIE M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/23/2009	WANNER, KRISTY J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/20/2007	WARBINGTON, TIMOTHY L.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/09/2009	WARD, RONALD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WARE, SUSAN L.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WARNER, TAMMY	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WARNOCK, ANDREW	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 12/31/2004	WARRIOR BROADCASTING (TTI)	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WASHINGTON, ANDREANA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WASICKI, DAVID	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/15/2008	WASP, LAUREN	WPLJ RADIO, LLC	\$0.00
OTHER CONTRACT Dated 5/25/2009	WASTE MANAGEMENT	CITADEL BROADCASTING COMPANY	\$0.00
CONSULTING CONTRACT CONTRACT START DATE: 04/01/2008	WASTE MANAGEMENT OF NORTHEAST NJ	CITADEL BROADCASTING COMPANY	\$64.90
EMPLOYEE/SERVICES CONTRACT Dated 5/6/2002	WATKINS, DANIEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WATT, ADAM C.	MINNEAPOLIS RADIO ASSETS,	\$0.00
REAL PROPERTY SUBLEASE	WAY FM MEDIA GROUP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/19/2007	WAYNE, MARK	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2006	WBCN	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 05/09/2006	WBCN	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 05/09/2006	WBCN	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2005	WBNG TV INC	CITADEL BROADCASTING COMPANY	\$2,389.38
PROGRAMMING AGREEMENT	WBZ-FM	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	WCBS-AM	RADIO NETWORKS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 09/01/1986	WCSC-TV	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	WCYB-TV	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
REAL PROPERTY LEASE / SUBLEASE Dated 7/30/1999	WCYB-TV	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	WEAR, CINDY G.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/1/2008	WEARDEN, STEVEN E.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT	WEATHER CHANNEL INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WEAVER, KENNETH	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	WEHDE, DON	CHICAGO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	WEHDE, ROMA R.	CHICAGO RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/01/2009	WEISS, LINDA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WELLS, JIM L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WELZEL, PAUL	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	WEMB	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 08/01/2004	WENDELL F & B MARIE PIERCE	CITADEL BROADCASTING COMPANY	\$1,064.64
PROGRAMMING CONTRACT	WENKEN INC	RADIO NETWORKS, LLC	\$0.00
REAL PROPERTY SUBLEASE	WEPN RADIO	NY RADIO ASSETS, LLC	\$0.00
REAL PROPERTY SUBLEASE	WEPN RADIO	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2009	WERHUN, FRANK	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 03/01/1998	WEST CENTRAL BERKS FIRE ZONE NO 4	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	WEST, MEGAN C.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 4/14/2008	WEST, ROB L.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 07/01/1999	WESTERN NY PUBLIC BROADCASTING ASSOCIATION	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/1/2002	WESTERN, JEAN C.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 08/01/2005	WESTWOOD ONE COMPANIES	CITADEL BROADCASTING COMPANY	\$2,340.00
OTHER CONTRACT Dated 6/1/1997	WESTWOOD ONE RADIO NETWORKS	CITADEL BROADCASTING COMPANY	SEE ABOVE
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/21/1997	WFMZ	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/25/2008	WGME TV	CITADEL BROADCASTING COMPANY	\$1,966.59
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/01/2005	WGME TV	CITADEL BROADCASTING COMPANY	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/08/2009	WHEELER, TANYA M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WHISSEL, CATHY J.	DC RADIO ASSETS, LLC	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 10/22/2004	WHITE CLOUD COMMUNICATIONS BOISE INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/23/2007	WHITE, JEROME M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WHITE, JOHN H.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/8/2007	WHITE, STEVEN P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/01/2009	WHITMIRE, SOFIA	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 11/01/2008	WHITTEMORE, MONICA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	WIEDENBECK, WILLIAM	CITADEL BROADCASTING COMPANY	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT Dated 11/7/2001	WUEST, M. P.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/30/1994	WILCOX, ALEXANDRA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WILCOX, DARBY	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 01/01/2009	WILD PLUM STUDIO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/15/2009	WILDER, JENNIFER M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/01/2009	WILKERSON, JOHN	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WILKES, MICHELLE M.	MINNEAPOLIS RADIO ASSETS,	\$0.00
REAL PROPERTY SUBLEASE	WILKINS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	WILKINS	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 10/11/2005	WILKINS RADIO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 1/28/1998	WILKINS, ROBERT	CITADEL BROADCASTING COMPANY	\$0.00
OTHER CONTRACT Dated 9/17/2001	WILLIAM FARNEN DBA ERIE MOBILE STORAGE	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2004	WILLIAM MORRIS AGENCY LLC	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 09/01/2007	WILLIAM MORRIS AGENCY LLC	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 03/01/1998	WILLIAM MURPHY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WILLIAMS, DEIDRE D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 06/23/2009	WILLIAMS, GAIL	WBAP-KSCS ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/5/2002	WILLIAMS, KAREN J.	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT Dated 12/2/2002	WILLIAMS, LAWRENCE	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/01/2008	WILLIAMS, PHILLIP	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	WILLIAMS, RONNIE	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/06/2007	WILLIAMSBURG MANAGEMENT CO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 05/10/2009	WILLIS, BRAD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/24/2009	WILLSON, NANCY	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 10/24/2008	WILSON, CLIFTON D.	CHICAGO FM RADIO ASSETS	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/2/1997	WILSON, ELIZABETH D.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/4/2001	WILSON, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/18/2008	WILSON, TIMOTHY W.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/1/2009	WILSON, WENDALL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/01/2009	WINDHAM, WOODROW	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 08/01/2006	WINFIELD COOPER III TRUST	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/15/2001	WINSOR MANAGEMENT INC	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 3/1/1998	WIRELESS ENCLOSURES INC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WITES EIGER, LISA D.	SAN FRANCISCO RADIO ASSET	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WITTSTROM, KIFFINY	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WITUCKI, KENNETH	CITADEL BROADCASTING COMPANY	\$0.00

CONTRACT DESCRIPTION	COUNTERPARTY	DEBTOR	CURE AMOUNT
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WITZKE, JEFFREY	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 05/01/1995	WIVB-TV	CITADEL BROADCASTING COMPANY	\$1,957.80
REAL PROPERTY SUBLEASE	WJLA/NEWS CHANNLE 8	DC RADIO ASSETS, LLC	\$0.00
TRADEMARK LICENSE AGREEMENT (STATION) DATED MAY 15, 2007	WLS IP, LLC	CHICAGO LICENSE, LLC	\$0.00
REAL PROPERTY LEASE CONTRACT START DATE: 06/12/2007	WLS TELEVISION INC	CHICAGO RADIO ASSETS, LLC	\$0.00
REAL PROPERTY LEASE / SUBLEASE Dated 11/1/1995	WOLF RADIO	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/17/2008	WOLF, WARNER W.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/1/2009	WOLFE MEDIA INC.	LA RADIO, LLC & KLOS-FM RADIO ASSETS, LLC	\$766.13
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/26/2009	WOOD, CHARLES H.	CITADEL BROADCASTING COMPANY	\$0.00
ESCROW AGREEMENT	WOOD, CHARLES H.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 5/21/2007	WOOD, DUSTIN J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/27/2009	WOODS, HILARY E.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/13/2005	WOOLFORK, DWIGHT M.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 12/01/2008	WOOLSLAYER, THOMAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 02/23/2009	WOOTEN, WILLIAM D.	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/01/2007	WORCESTER RENAISSANCE TOWERS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/01/2009	WORTHINGTON, RICHARD W.	CITADEL BROADCASTING COMPANY	\$0.00
REAL PROPERTY SUBLEASE	WQEW RADIO (RADIO DISNEY)	NY RADIO ASSETS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 03/16/2009	WRIGHT, DEBRA L.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 2/10/2003	WRIGHT, GLORIA J.	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/21/2008	WRIGHT, ROBIN T.	ARLINGTON-WBAP- KSCS -1718	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 02/01/2009	WVUE-TV	CITADEL BROADCASTING COMPANY	\$1,838.71
OTHER CONTRACT START DATE: 08/01/2009	WW SOUND	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 02/01/2009	WW SOUND	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 10/01/2005	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING AGREEMENT Dated 8/1/2009	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 9/1/2009	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING CONTRACT CONTRACT START DATE: 01/31/2007	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 8/1/2009	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	SEE ABOVE
PROGRAMMING AGREEMENT Dated 9/1/2009	WXYT-AM/FM	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER CONTRACT	WYANDOTTE ALARM	DETROIT RADIO, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	WYCKOFF, CARTER E.	NY RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/17/1985	WYLIE, JENNIFER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 7/31/2008	WYROSTOK, SHERYL	SAN FRANCISCO RADIO ASSET	\$0.00
PROGRAMMING AGREEMENT	WYSP-FM	CITADEL BROADCASTING COMPANY	\$0.00
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/03/2006	WZZM-TV	CITADEL BROADCASTING COMPANY	\$7,983.43
TOWER/TRANSMITTER LEASE CONTRACT START DATE: 01/03/2006	WZZM-TV	CITADEL BROADCASTING COMPANY	SEE ABOVE
LICENSING AGREEMENT	X DIGITAL SYSTEMS INC	RADIO NETWORKS, LLC	\$0.00

<b>CONTRACT DESCRIPTION</b>	<b>COUNTERPARTY</b>	<b>DEBTOR</b>	<b>CURE AMOUNT</b>
EQUIPMENT LEASE CONTRACT START DATE: 09/10/2007	XEROX CORP	CITADEL BROADCASTING COMPANY	\$9,077.08
EQUIPMENT LEASE CONTRACT START DATE: 08/01/2009	XEROX CORP	CITADEL BROADCASTING COMPANY	SEE ABOVE
OTHER	XL INSURANCE AMERICA INC.	CITADEL BROADCASTING CORPORATION	\$0.00
OTHER	XL SPECIALTY INSURANCE COMPANY	CITADEL BROADCASTING CORPORATION	\$0.00
COMMUNICATIONS CONTRACT CONTRACT START DATE: 02/19/2009	XO COMMUNICATIONS	CITADEL BROADCASTING COMPANY	\$3,874.13
OTHER CONTRACT Dated 5/1/2008	XTRENDS	CHICAGO RADIO ASSETS, LLC	SEE ABOVE
OTHER CONTRACT Dated 5/1/2008	XTRENDS	CHICAGO FM RADIO ASSETS, LLC	SEE ABOVE
EMPLOYEE/SERVICES CONTRACT Dated 8/11/1997	YAMADA, KENNARD	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 8/10/2009	YATES, ALISSA A.	CHICAGO RADIO ASSET LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 10/01/2008	YEACKLE, AMBER	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 6/12/2007	YEARGIN, PANDORA A.	RADIO NETWORKS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 07/01/2009	YORKE, DANIEL	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 09/15/2008	YOUNG, CHARLES M.	CITADEL BROADCASTING COMPANY	\$0.00
PROGRAMMING CONTRACT CONTRACT START DATE: 07/01/2005	YSS LLC	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 3/24/1997	ZAFIRSON, ANASTASIA	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 04/16/2009	ZANDY, KIM	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 11/23/2009	ZEPP, BRIAN	MINNEAPOLIS RADIO ASSETS, LLC	\$0.00
EMPLOYEE/SERVICES CONTRACT CONTRACT START DATE: 01/01/2008	ZGURO, NICHOLAS	CITADEL BROADCASTING COMPANY	\$0.00
EMPLOYEE/SERVICES CONTRACT Dated 9/8/2003	ZINN, HEATHER	CITADEL BROADCASTING COMPANY	\$0.00

**Exhibit I**

**List of Retained Causes of Action**

### **List of Retained Causes of Action**<sup>1</sup>

Article V.X of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to Article IX.B hereof), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppels (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

Notwithstanding and without limiting the generality of Article V.X of the Plan, the Debtors have identified, in addition to the specific retained Causes of Action identified in the schedule appended hereto, certain retained Causes of Action, including (a) claims related to contracts and leases; (b) claims related to pending and possible litigation; and (c) claims related to accounts receivable and accounts payable.

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<sup>1</sup>

The following remains subject to further revision. The Debtors expressly reserve the right to alter, modify, amend, remove, augment or supplement the following list at any time in accordance with the Plan.

### **Claims Related to Contracts and Leases**

Unless otherwise released by the Plan, the Debtors expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or lease is specifically identified herein. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) counter-claims and defenses related to any contractual obligations; (h) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

**Claims, Defenses, Cross-Claims and  
Counter-Claims Related to Litigation and Possible Litigation**

The Debtors are party to or believe they may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including those litigation, arbitration or other types of adversarial proceedings or dispute resolution proceedings listed on the *Debtors' Statements of Financial Affairs*, filed on February 2, 2010.<sup>2</sup>

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<sup>2</sup> The *Debtors' Statement of Financial Affairs* is available for viewing at the Debtors' Voting and Claims Agent's website at [www.kccllc.net/citadel](http://www.kccllc.net/citadel).

### **Claims Related to Accounts Receivable and Accounts Payable**

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors regardless of whether such Entity is explicitly identified in the Plan, this Plan Supplement or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe money to them.

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING COMPANY	ACE AMERICAN INSURANCE CO.	P O BOX 1000, 436 WALNUT STREET, PHILADELPHIA, PA 19106	LITIGATION
CITADEL BROADCASTING CORPORATION	ALDAV, LLC	C/O DANNY L. WILLIAMS, WILLIAMS, MORGAN & AMERSON, P.C., 10333 RICHMOND AVENUE, #1100, HOUSTON, TX 77042	LITIGATION - CAUSE NO.: 6:09-CV-170
CITADEL BROADCASTING CORPORATION	ALOHA STATION TRUST	REGISTERED AGENT SOLUTIONS INC., 32 W. LOOCKERMAN ST, SUITE 201, DOVER, DE 19904	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	ANDO MEDIA LLC	170 WESTMINSTER STREET, SUITE 701, PROVIDENCE, RI 02903	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	AREND, ELSIE M.	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	AREND, PAUL M., JR.	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	AURANDT, PAUL HARVEY (REPRESENTED BY CITADEL)	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
RADIO LICENSE HOLDING VI, LLC	AURANDT, PAUL HARVEY (REPRESENTED BY CITADEL)	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	AXIS U.S. INSURANCE A/K/A AXIS REINSURANCE COMPANY	430 PARK AVE, 15TH FLOOR, NEW YORK, NY 10022	LITIGATION
CITADEL BROADCASTING CORPORATION	AXIS U.S. INSURANCE A/K/A AXIS REINSURANCE COMPANY	430 PARK AVE, 15TH FLOOR, NEW YORK, NY 10022	LITIGATION
CITADEL BROADCASTING COMPANY	AXIS U.S. INSURANCE COMPANY A/K/A AXIS REINSURANCE COMPANY	C/O CARIN DORMAN BROCK, BUTLER PAPPAS, 1110 MONTLIMAR DRIVE, SUITE 1050 (36609), POST OFFICE BOX 16328, MOBILE, AL 36616	LITIGATION - CAUSE NO.: 1378889
CITADEL BROADCASTING CORPORATION	AXIS U.S. INSURANCE COMPANY A/K/A AXIS REINSURANCE COMPANY	C/O CARIN DORMAN BROCK, BUTLER PAPPAS, 1110 MONTLIMAR DRIVE, SUITE 1050 (36609), POST OFFICE BOX 16328, MOBILE, AL 36616	LITIGATION - CAUSE NO.: 2007-13559

(a) Debtors in addition to those listed hereon may be parties to the Causes of Action. The Debtors reserve and are not waiving any rights to pursue, on behalf of all Debtors, the Causes of Action against any counterparty listed hereon or any unlisted co-party to the Causes of Action.

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
RADIO NETWORKS, LLC	BAISDEN MEDIA GROUP	13901 MIDWAY ROAD, #102-274, DALLAS, TX 75244	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	BAISDEN MEDIA GROUP	13901 MIDWAY ROAD, #102-274, DALLAS, TX 75244	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	BAISDEN, MICHAEL	20553 BISCAYNE BLVD., #451, AVENTURA, FL 33180	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	BAISDEN, MICHAEL	20553 BISCAYNE BLVD., #451, AVENTURA, FL 33180	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	BELO HOLDINGS, INC.	75 FOUNTAIN STREET, PROVIDENCE, RI 02902	LITIGATION CO-DEFENDANT
NY RADIO ASSETS, LLC	BENEFICIAL MORTGAGE CO. OF CONNECTICUT	C/O ITS AGENT, CT CORPORATION SYSTEM, ONE CORPORATE CENTER, 11TH FLOOR, HARTFORD, CT 06103	LITIGATION CO-DEFENDANT
NY RADIO ASSETS, LLC	BERGSON TIRE CO. INC.	C/O ITS AGENT: C. PERRY CHILBERG, 40 WEST ROAD, ELLINGTON, CT 06029	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	BLOOMINGTON BROADCASTING COMPANY, INC.	C/O CITADEL, 7201 WEST LAKE MEAD BLVD., SUITE 400, LAS VEGAS, NV 89128	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	BLOOMINGTON BROADCASTING COMPANY, INC.	C/O CITADEL, 7201 WEST LAKE MEAD BLVD., SUITE 400, LAS VEGAS, NV 89128	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	BOEA, INC. D/B/A FEDERAL RESERVE SPECIAL EVENTS	60 DORRANCE STREET, PROVIDENCE, RI 02903	LITIGATION
SAN FRANCISCO RADIO ASSETS, LLC	BOWE, ALECA	ADDRESS UNKNOWN	LITIGATION - CAUSE NO.: 550-2008-00630
CITADEL BROADCASTING COMPANY	BROWN, DAN	ADDRESS ON FILE	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	BROWN, DAN	ADDRESS ON FILE	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	BROWN, EWING	C/O BRIAN JACOBS, 1404 AMBASSADOR ST, SUITE102, LOS ANGELES, CA 90035	LITIGATION - CAUSE NO.: CV08-00779
RADIO LICENSE HOLDING VI, LLC	BROWN, EWING	C/O BRIAN JACOBS, 1404 AMBASSADOR ST, SUITE102, LOS ANGELES, CA 90035	LITIGATION - CAUSE NO.: CV08-00779

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
RADIO NETWORKS, LLC	BROWN, JEANNE	C/O BRIAN JACOBS, 1404 AMBASSADOR ST, SUITE102, LOS ANGELES, CA 90035	LITIGATION - CAUSE NO.: CV08-00779
RADIO LICENSE HOLDING VI, LLC	BROWN, JEANNE	C/O BRIAN JACOBS, 1404 AMBASSADOR ST, SUITE102, LOS ANGELES, CA 90035	LITIGATION - CAUSE NO.: CV08-00779
CITADEL BROADCASTING COMPANY	BURKE, ROBERT	JOHN R. MAHONEY, ASQUITH & MAHONEY, LLP, 155 SOUTH MAIN ST., SUITE 200 PROVIDENCE, RI 02903	POTENTIAL CLAIM
CITADEL BROADCASTING COMPANY	BURKES, JEANETTE	C/O KIMBERLY SCHUERMAN, SCHUERMAN SMITH & ASSOCIATES PLLC, 4735 SPOTTSWOOD AVE., SUITE 101, MEMPHIS, TN 38117	LITIGATION - CAUSE NO.: 1378889
CITADEL BROADCASTING COMPANY	BUSINESS DEVELOPMENT FINANCE CORPORATION	3300 NORTH CENTRAL AVE, SUITE 600, PHOENIZ, AZ 85012	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	C.D., INC.	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	CAPSTAR RADIO OPERATING COMPANY	C/O RICHARD W. WOLF, VP & CORPORATE COUNSEL, CLEAR CHANNEL, 200 EAST BASSE ROAD, SAN ANTONIO, TX 78209	LITIGATION
CITADEL BROADCASTING CORPORATION	CBS RADIO	40 WEST 57TH STREET, NEW YORK, NY 10019	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	CHAMPAGNE, AMY A.	ADDRESS ON FILE	LITIGATION - CAUSE NO.: 444-209-00550
MINNEAPOLIS RADIO ASSETS, LLC	CHAMPAGNE, AMY A.	ADDRESS ON FILE	LITIGATION - CAUSE NO.: 444-209-00550
NY RADIO ASSETS, LLC	CHASE BANK USA, N.A.	200 WHITE CLAY CENTER DRIVE, NEWARK, DE 19711	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	CHASE, DANIEL	ADDRESS ON FILE	LITIGATION
CITADEL BROADCASTING COMPANY	CHURCH, TERRI	C/O DENNIS ESMAY, 411-B WEST LAKE LANSING RD., EAST LANSING, MI 48823	LITIGATION - CAUSE NO.: 2009-1241-NI
CITADEL BROADCASTING COMPANY	CITY OF TUCSON	255 WEST ALAMEDA, TUCON, AZ 85701	LITIGATION CO-DEFENDANT

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING COMPANY	CLEAR CHANNEL	C/O RICHARD W. WOLF, VP & CORPORATE COUNSEL, CLEAR CHANNEL, 200 EAST BASSE ROAD, SAN ANTONIO, TX 78209	LITIGATION
CITADEL BROADCASTING CORPORATION	CLEAR CHANNEL	C/O RICHARD W. WOLF, VP & CORPORATE COUNSEL, CLEAR CHANNEL, 200 EAST BASSE ROAD, SAN ANTONIO, TX 78209	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	CLOUDTRIGGER	11956 BERNARDO PLAZA DRIVE, #423, SAN DIEGO, CA 92128	LITIGATION
CITADEL BROADCASTING CORPORATION	CLUB W INC.	199 DELAWARE AVE., BUFFALO, NY 14202	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	COLOROFCHANGE.ORG	C/O M.J. BOGATIN AND ANDREW GOLD, BOGATIN, CORMAN & GOLD, 300 FRANK OGAWA PLAZA, SUITE 370, OAKLAND, CA 94612	LITIGATION - CAUSE NO.: RG09449984
CITADEL BROADCASTING COMPANY	COLOROFCHANGE.ORG	C/O M.J. BOGATIN AND ANDREW GOLD, BOGATIN, CORMAN & GOLD, 300 FRANK OGAWA PLAZA, SUITE 370, OAKLAND, CA 94612	LITIGATION - CAUSE NO.: RG09449984
CITADEL BROADCASTING COMPANY	COOK, LINDA	C/O JEFFRY S. PERLOW, MORETTI PERLOW & BONIN LAW OFFICES, 1070 RESERVOIR AVENUE, CRANSTON, RI 02910	LITIGATION - CAUSE NO.: 06-4871
CITADEL BROADCASTING CORPORATION	COX RADIO	6205 PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328	LITIGATION CO-DEFENDANT
WBAP-KSCS ASSETS, LLC	CROWLEY, BOB	ADDRESS UNKNOWN	LITIGATION
CITADEL BROADCASTING CORPORATION	CUMULUS MEDIA	C/O RICHARD S. DENNING, CUMULUS MEDIA, INC., 3280 PEACHTREE ROAD, NW, SUITE 2300, ATLANTA, GA 30305	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	DAVIS, THOMAS	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	DEAN, ANDREW	ADDRESS ON FILE	LITIGATION
CITADEL BROADCASTING COMPANY	DEPETRILLO, THOMAS	ADDRESS UNKNOWN	LITIGATION CAUSE NO.: CASE NO.: 09-3367
RADIO NETWORKS, LLC	DOLAN, JOHN MITCHELL	C/O ROBERT D. KRAUS, KRAUS & ZUCHELEWSKI LLP, 500 FIFTH AVENUE, SUITE 5100, NEW YORK, NY 10110	LITIGATION - CAUSE NO.: 13-166-00615-09

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING CORPORATION	DOLAN, JOHN MITCHELL	ADDRESS ON FILE	LITIGATION - CASE NO. : 09 CV 6914
RADIO NETWORKS, LLC	DOUGLAS, CALVIN (P/K/A DOUG BANKS)	WENKEN, INC. F/S/O MR. DOUG BANKS, C/O BRAD M. GINSBERG ESG., 3000 DUNDEE ROAD, SUITE 212, NORTHBROOK, IL 60062	LITIGATION
CITADEL BROADCASTING COMPANY	DRUG EMPORIUM OF ARIZONA, INC.	1809 W BELL ROAD, PHOENIX, AZ 85023	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	EMMIS COMMUNICATIONS	ONE EMMIS PLAZA, 40 MONUMENT CIRCLE, SUITE 700, INDIANAPOLIS, IN 46204	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	ENTERCOM COMMUNICATIONS	C/O ANDREW P. SUTOR, ENTERCOM COMMUNICATIONS CORP., 401 CITY AVENUE, SUITE 809, BALA CYNWYD, PA 19004	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	ESCAPE INDOOR OUTDOOR FUN, LLC	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	EXECUTIVE SOUNDING BOARD ASSOCIATES, INC.	2 PENN CENTER PLAZA, 1500 JOHN F. KENNEDY BLVD., SUITE 1730 PHILADELPHIA, PA 19102	LITIGATION CO-DEFENDANT
DC RADIO ASSETS, LLC	EXECUTIVE SOUNDING BOARD ASSOCIATES, INC.	2 PENN CENTER PLAZA, 1500 JOHN F. KENNEDY BLVD., SUITE 1730 PHILADELPHIA, PA 19102	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	F.D.B. FAMILY TRUST DATED JUNE 18, 1979	C/O LAW OFFICES OF MICHAEL BALDWIN, PLC, P.O. BOX 35487, TUCSON, AZ 85740-5487	LITIGATION
CITADEL BROADCASTING COMPANY	FOOD & BEVERAGE CORP. D/B/A POT AU FEU RESTAURANT	44 CUSTOM HOUSE STREET, PROVIDENCE, RI 02903	LITIGATION - CAUSE NO. 08-14606(TJC)
CITADEL BROADCASTING COMPANY	GALEYAN, MARY	P.O. DRAWER E, SUNSET, LA 70584	LITIGATION
CITADEL BROADCASTING CORPORATION	GAP BROADCASTING	12900 PRESTON ROAD, SUITE 525, DALLAS, TX 15230	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	GAP BROADCASTING II	7150 EAST CAMELBACK, SUITE 444, SCOTTSDALE, AZ 85251	LITIGATION CO-DEFENDANT
NY RADIO ASSETS, LLC	GELB, ROBERT	ADDRESS ON FILE	LITIGATION

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
RADIO NETWORKS, LLC	GENERAL STEEL DOMESTIC SALES, LLC	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
RADIO LICENSE HOLDING VI, LLC	GENERAL STEEL DOMESTIC SALES, LLC	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	GIGLIOTTI, RICHARD	ADDRESS UNKNOWN	LITIGATION
CITADEL BROADCASTING CORPORATION	GOMES	30 D'AGNILLO DRIVE, E. GREENWICH, RI 02818	EEOC/HUD CHARGE NUMBER: 16C-2010-00442
CITADEL BROADCASTING CORPORATION	GOMES, BONNIE	C/O MICHAEL H. FELDHUHN, 56 PINE STREET, SUITE 200, PROVIDENCE, RI 02903	LITIGATION - CAUSE NO.: RI: 10 EAG 140-16/50 EEOC: 16J-2010-0063
CITADEL BROADCASTING COMPANY	GREGG, KATHERINE	C/O PROVIDENCE JOURNAL, 75 FOUNTAIN ST., PROVIDENCE, RI 02902	POTENTIAL CLAIM
CITADEL BROADCASTING COMPANY	HAMSTRA, CAROL	C/O JOHN M. GUINAN, VISSER AND ASSOCIATES, PLLC, 2480 44TH STREET, S.E., SUITE 150, KENTWOOD, MI 49512	LITIGATION
KLOS-FM RADIO ASSETS, LLC	HARLEY-DAVIDSON OF WESTMINSTER	13031 GOLDENWEST STREET, WESTMINSTER, CA 92683	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	HASKEW, JERRE	C/O RONALD J. BERKE, BERKE & BERKE, 420 FRAZIER AVE, CHATTANOOGA, TN 37405	LITIGATION - CAUSE NO.: 00-688
CITADEL BROADCASTING CORPORATION	HASKEW, JERRE	C/O RONALD J. BERKE, BERKE & BERKE, 420 FRAZIER AVE, CHATTANOOGA, TN 37405	LITIGATION - CAUSE NO.: 00-688
CITADEL BROADCASTING COMPANY	HILTON, HEATHER	C/O JEFFREY R. DUARTE, FRAILING, ROCKWELL, KELLY & DUARTE, P.O. BOX 0142, 1600 G STREET, SUITE 203, MODESTO, CA 95353-0142	LITIGATION - CAUSE NO.: EEOC NO. 37A-2009-09076
CITADEL BROADCASTING COMPANY	HILTON, HEATHER	C/O JEFFREY R. DUARTE, FRAILING, ROCKWELL, KELLY & DUARTE, P.O. BOX 0142, 1600 G STREET, SUITE 203, MODESTO, CA 95353-0142	LITIGATION - CAUSE NO.: 399435-01
CITADEL BROADCASTING CORPORATION	HOGG, IAN	C/O R. STAN MORRIS, CARTEE & MORRIS LLC, 2325 HENRY STREET, GUNTERSVILLE, AL 35976	LITIGATION - CAUSE NO.: CLAIM NO. 618-011256

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
WPLJ RADIO, LLC	IN-HAND PRODUCTIONS, INC.	C/O MARIA RYAN, SHANKER LAW GROUP, 101 FRONT STREET, MINEOLA, NY 11501	LITIGATION - CAUSE NO.: 28859/02
RADIO NETWORKS, LLC	IN-HAND PRODUCTIONS, INC.	C/O MARIA RYAN, SHANKER LAW GROUP, 101 FRONT STREET, MINEOLA, NY 11501	LITIGATION - CAUSE NO.: 28859/02
CITADEL BROADCASTING CORPORATION	INTERNAP	250 WILLIAMS STREET, ATLANTA, GA 30303	LITIGATION
CITADEL BROADCASTING COMPANY	JOANNE'S BED & BACK STORES, INC. DEBTOR	5640-F SUNNYSIDE AVENUE, BELTSVILLE, MD 20705	LITIGATION - CAUSE NO. 08-14606(TJC)
DC RADIO ASSETS, LLC	JOANNE'S BED & BACK STORES, INC. DEBTOR	5640-F SUNNYSIDE AVENUE, BELTSVILLE, MD 20705	LITIGATION - CAUSE NO. 08-14606(TJC)
CITADEL BROADCASTING COMPANY	KEVORKIAN, TRACY	C/O RICHARD VOORHIES, III, 1515 POYDRAS STREET, SUITE 1400, NEW ORLEANS, LA 70112	LITIGATION - CAUSE NO.: CASE 2:09-CV-03821-LMA-JCW US DIST. CT. EAST DIST OF LOUISIANA: 09-3821 SECT. 1 MAG. 2
RADIO NETWORKS, LLC	KNIGHT, JEFFREY WAYNE (CEO OF GENERAL STEEL)	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
RADIO LICENSE HOLDING VI, LLC	KNIGHT, JEFFREY WAYNE (CEO OF GENERAL STEEL)	C/O ROBERT SHILLIDAY, BUILDING SERVICES GROUP, LEGAL DEPARTMENT, 8321 S. SANGRE DE CRISTO ROAD, SUITE 300, LITTLETON, CO 80127	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	KOURKOUNIS, KILEY	C/O NEIL N. CUOMO, ESQ., HELLERER, CUOMO & O' CONNOR, 4536 MAIN STREET, AMHERST, NY 14226	LITIGATION - CAUSE NO.: 1-2009-C12481
CITADEL BROADCASTING COMPANY	KRASH CREATIVE SOLUTIONS, LLC	C/O REGISTERED AGENT, WAYNE W. FOTHERGILL, 8400 SIX FORKS ROAD, SUITE 200, RALEIGH, NC 27615	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	KRAUS & ZUCHLEWSKI LLP	C/O ROBERT D. KRAUS, KRAUS & ZUCHLEWSKI LLP, 500 FIFTH AVENUE, SUITE 5100, NEW YORK, NY 10110	LITIGATION
CITADEL BROADCASTING CORPORATION	LELAND, WAYNE	15 MOCKINGBIRD PATH, NORTH DARTMOUTH, MA 02747	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	MAPLETON COMMUNICATIONS	C/O BRIAN CARTER, DOWLOHNS PLLC, 6 CONCOURSE PARKWAY, SUITE 1800, ATLANTA, GA 30328-6117	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	MARSHALL, ROBIN	ADDRESS ON FILE	LITIGATION

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
SAN FRANCISCO RADIO ASSETS, LLC	MCCLINTON, VALERIE	ADDRESS ON FILE	LITIGATION - CAUSE NO.: DFEH# E200809A0732-00APRC
CITADEL BROADCASTING COMPANY	MCCLINTON, VALERIE	ADDRESS ON FILE	LITIGATION - CAUSE NO.: CGC-10-495765
CITADEL BROADCASTING COMPANY	MCCOLLUM, MATTHEW	C/O STEPHEN J. SCHWARTZ	LITIGATION
CITADEL BROADCASTING COMPANY	MCFARLAND, DARREN	C/O DAVID WEISSMAN, HOLLINS, WAGSTER, WEATHERLY & RAYBIN, P.C., SUITE 2200, FIFTH THIRD CENTER, 424 CHURCH STREET, NASHVILLE, TN 37219	LITIGATION
CITADEL BROADCASTING COMPANY	MCKOY, J. MICHAEL	13193 CEDAR CREST LANE, CLIVE, IA 50325	LITIGATION - CAUSE NO.: CP# 02-09-56647 EEOC NO. 26A-2009-00520C
CITADEL BROADCASTING CORPORATION	MICROSOFT	CUSTOMER SERVICE, ONE MICROSOFT WAY, REDMOND, WA 98052-6399	LITIGATION
CITADEL BROADCASTING COMPANY	MRS CLEANING COMPANY (D/B/A STANLEY STEEMER)	C/O DENISE NELSON, AKERS, AKERS & WISBAR LLC, 8280 YMCA PLAZA DRIVE, BUILDING 8-C, BATON ROUGE, LA 70810	LITIGATION
CITADEL BROADCASTING COMPANY	NEW YORK ATTORNEY GENERAL	ANTI TRUST BUREAU SUITE 26C 120 BROADWAY, NEW YORK, NY 10271	LITIGATION
WPLJ RADIO, LLC	NEW YORK STATE ATTORNEY GENERAL	C/O NEW YORK STATE ATTORNEY GENERAL, OFFICE OF THE ATTORNEY GENERAL, THE CAPITOL, ALBANY, NY 12224-0341	LITIGATION
ALPHABET ACQUISITION CORP.	NEW YORK STATE DEPARTMENT OF LABOR	UI DIVISION, SPECIAL AUDIT AND ENFORCEMENT, 50 PARK PLACE, NEW YORK, NY 10007	LITIGATION
CITADEL BROADCASTING CORPORATION	NYSE REGULATION INC.	20 BROAD STREET, 18TH FLOOR, NEW YORK, NY 10005	LITIGATION
CITADEL BROADCASTING COMPANY	ORACLE/ROGER LIMITED PARTNERSHIP	POLESE, HINER,& NOLAN 3003 NORTH CENTRAL AVENUE, SUITE 1900, PHOENIX, AZ 85012-0000	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	PAUL M. AREND, JR., AND ELSIE M. AREND, HUSBAND AND WIFE, AND OR INDIVIDUALLY, AND ALL OF THEIR RESPECTIVE HEIRS, ASSIGNS, LEGATEES, DEVISEES, AND SUCCESSORS IN INTEREST	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING COMPANY	PLINKE, TERRY	C/O KATHLEEN MILLS, FITZPATRICK LENTZ & BUBBA, STABLER CORPORATE CENTER, 4001 SCHOOLHOUSE LANE, P.O. BOX 219, CENTER VALLEY, PA 18034-0219	LITIGATION
CITADEL BROADCASTING COMPANY	PNS STORES, INC.	300 PHILLIPI ROAD, COLUMBUS, OH 43228	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	PRENTISS, KIMBERLY	ADDRESS UNKNOWN	LITIGATION - CAUSE NO.: EEOC CHARGE NO. 494-2009-01871
CITADEL BROADCASTING COMPANY	RADIO CHATTANOOGA, INC.	C/O CITADEL, 7201 WEST LAKE MEAD BLVD., SUITE 400, LAS VEGAS, NV 89128	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	RADIO CHATTANOOGA, INC.	C/O CITADEL, 7201 WEST LAKE MEAD BLVD., SUITE 400, LAS VEGAS, NV 89128	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	RADIO ONE	5900 PRINCESS GARDEN PARKWAY, 7TH FLOOR, LANHAM, MD 20706	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	REGENT COMMUNICATIONS	2000 FIFTH THIRD CENTRE, 511 WALNUT STREET, CINCINNATI, OH 45202	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	RENAISSANCE 632 BROADWAY, LLC	632 BROADWAY, NEW YORK, NY 10012	LITIGATION
CITADEL BROADCASTING COMPANY	RENAISSANCE 632 BROADWAY, LLC	C/O RICHARD PILSON, BERLINER & PILSON, 80 CUTTERMILL ROAD, SUITE 411, GREAT NECK, NY 11021	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	ROBINSON, JAMES	ADDRESS ON FILE	LITIGATION
CITADEL BROADCASTING COMPANY	RODRIGUES, ANTHONY	C/O ARTHUR D. MARTINUCCI, 2222 WEST GRANDVIEW BLVD., ERIE, PA 16506	LITIGATION - CAUSE NO.: PHRC NO. 200805872
CITADEL BROADCASTING COMPANY	RODRIGUES, ANTHONY	C/O ARTHUR D. MARTINUCCI, 2222 WEST GRANDVIEW BLVD., ERIE, PA 16506	LITIGATION - CAUSE NO.: EEOC NO. 17F200961961
RADIO NETWORKS, LLC	RUCKER, JAMES	C/O M.J. BOGATIN AND ANDREW GOLD, BOGATIN, CORMAN & GOLD, 300 FRANK OGAWA PLAZA, SUITE 370, OAKLAND, CA 94612	LITIGATION - CAUSE NO.: RG09449984
CITADEL BROADCASTING COMPANY	RUCKER, JAMES	C/O M.J. BOGATIN AND ANDREW GOLD, BOGATIN, CORMAN & GOLD, 300 FRANK OGAWA PLAZA, SUITE 370, OAKLAND, CA 94612	LITIGATION - CAUSE NO.: RG09449984

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING COMPANY	RYAN, MARTY G	C/O J. EDWARD HOLLINGTON, ESQ., J. EDWARD HOLLINGTON & ASSOCIATES, 708 MARQUETTE NW, ALBUQUERQUE, NM 87102	LITIGATION - CAUSE NO.: CV 2009 08510
CITADEL BROADCASTING CORPORATION	SAGA COMMUNICATIONS	73 KERCHEVAL AVENUE, GROSSE POINTE FARMS, MI 48236	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	SALESFORCE.COM, INC.	THE LANDMARK @ ONE MARKET, SUITE 300, SAN FRANCISCO, CA 94105	LITIGATION
CITADEL BROADCASTING COMPANY	SISNEROS, PHIL	ADDRESS UNKNOWN	LITIGATION - CAUSE NO.: CV-200302636
CITADEL BROADCASTING COMPANY	THE HASKEW COMPANY	C/O RONALD J. BERKE, BERKE, BERKE & BERKE, 420 FRAZIER AVE, CHATTANOOGA, TN 37405	LITIGATION - CAUSE NO.: 00-688
CITADEL BROADCASTING CORPORATION	THE HASKEW COMPANY	C/O RONALD J. BERKE, BERKE, BERKE & BERKE, 420 FRAZIER AVE, CHATTANOOGA, TN 37405	LITIGATION - CAUSE NO.: 00-688
CITADEL BROADCASTING COMPANY	THE PROVIDENCE JOURNAL COMPANY	75 FOUNTAIN ST., PROVIDENCE, RI 02902	LITIGATION
ALPHABET ACQUISITION CORP.	THE WALT DISNEY COMPANY	500 SOUTH BUENA VISTA STREET, ATTENTION: KEVIN MAYER, BURBANK, CA 91521	INDEMNITY RELATING TO THE SEPARATION AGREEMENT
ALPHABET ACQUISITION CORP.	THE WALT DISNEY COMPANY	500 SOUTH BUENA VISTA STREET, ATTENTION: KEVIN MAYER, BURBANK, CA 91521	INDEMNITY RELATING TO THE MERGER AGREEMENT
CITADEL BROADCASTING COMPANY	THE WALT DISNEY COMPANY	500 SOUTH BUENA VISTA STREET, ATTENTION: KEVIN MAYER, BURBANK, CA 91521	INDEMNITY RELATING TO THE MERGER AGREEMENT
ALPHABET ACQUISITION CORP.	THE WALT DISNEY COMPANY	500 SOUTH BUENA VISTA STREET, ATTENTION: ANNE BUETTNER, BURBANK, CA 91521	INDEMNITY RELATING TO THE TAX SHARING AGREEMENT
CITADEL BROADCASTING COMPANY	THE WALT DISNEY COMPANY	500 SOUTH BUENA VISTA STREET, ATTENTION: ANNE BUETTNER, BURBANK, CA 91521	INDEMNITY RELATING TO THE TAX SHARING AGREEMENT
CITADEL BROADCASTING CORPORATION	THE WALT DISNEY COMPANY	C/O ALAN BRAVERMAN, THE WALT DISNEY COMPANY, 500 SOUTH BUENA VISTA STREET, BURBANK, CA 91521-1030	WORKING CAPITAL DISPUTE
CITADEL BROADCASTING COMPANY	THOMAS J. DAVIS, TRUSTEE OF THE DAVIS AND EPSTEIN P.E. PROFIT SHARING PLAN,., DECEASED, AND ALL OF HIS HEIRS, ASSIGNS, LEGATEES AND DEVISEES	ADDRESS UNKNOWN	LITIGATION CO-DEFENDANT

## Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
DC RADIO ASSETS, LLC	THOMAS, TRACY	C/O PAUL W. GARDNER II, ESQ. AND JEAN S. FUGETT, JR., ESQ., GARDNER CORPORATE & ENTERTAINMENT LAW GROUP, 10 NORTH CALVERT STREET, SUITE 735, BALTIMORE, MD 21202	LITIGATION
CITADEL BROADCASTING COMPANY	TURNER, GEORGE M	ADDRESS UNKNOWN	LITIGATION - CAUSE NO.: EEOC# 490-2008- 01069
CITADEL BROADCASTING COMPANY	U.S. SMALL BUSINESS ADMINISTRATION	409 3RD STREET, SW, WASHINGTON, DC 20416	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	UNIVERSE COMPANIES D.B.A. UNIVERSE CELLULAR & DISH	C/O LAURIE C. OLIVER, MANNION & COPANI, 306 SYRACUSE BUILDING, 224 HARRISON STREET, SYRACUSE, NY 13202	LITIGATION - CAUSE NO.: 2008-9585
CITADEL BROADCASTING CORPORATION	UNIVISION COMMUNICATIONS	605 THIRD AVE, 12TH FLOOR, NEW YORK, NY 10158	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	URBAN RADIO	18851 NORTHEAST 29TH AVE, SUITE 413, AVENTURA, FL 33180	LITIGATION CO-DEFENDANT
WBAP-KSCS ASSETS, LLC	US DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE	200 CONSTITUTION AVENUE, NW, WASHINGTON, DC 20210	LITIGATION
DC RADIO ASSETS, LLC	US DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE	200 CONSTITUTION AVENUE, NW, WASHINGTON, DC 20210	LITIGATION
CITADEL BROADCASTING COMPANY	VIGILANT INSURANCE COMPANY a/s/o NASSAU BROADCASTING PARTNERS, LP	C/O PETRUCELLI, MARTIN & HADDOW, LLP, 50 MONUMENT SQUARE, PO BOX 17555, ATTN: BRADFORD A PATTERSHALL, PORTLAND, ME 04112-0200	LITIGATION
CITADEL BROADCASTING COMPANY	VISSER, DONOVAN	C/O BROOK J. BISONET, VISSER AND ASSOCIATES, PLLC, 2480 - 44TH STREET, SE, SUITE 150, KENTWOOD, MI 49512	LITIGATION
CITADEL BROADCASTING CORPORATION	WEBER, GEORGE	ADDRESS UNKNOWN	LITIGATION
RADIO NETWORKS, LLC	WENKEN, INC (DOUG BANKS)	C/O KEVIN GALIN, HUNT LEIBERT JACOBSON, P.C., 50 WESTON STREET, HARTFORD, CT 06120	LITIGATION
NY RADIO ASSETS, LLC	WENKEN, INC (DOUG BANKS)	C/O KEVIN GALIN, HUNT LEIBERT JACOBSON, P.C., 50 WESTON STREET, HARTFORD, CT 06120	LITIGATION CO-DEFENDANT
RADIO NETWORKS, LLC	WILBORN, GEORGE	C/O BAISDEN MEDIA GROUP, 13901 MIDWAY ROAD, #102-274, DALLAS, TX 75244	LITIGATION CO-DEFENDANT

Retained Causes of Action

DEBTOR (a)	COUNTERPARTY	ADDRESS	DESCRIPTION
CITADEL BROADCASTING COMPANY	WILBORN, GEORGE	C/O BAISDEN MEDIA GROUP, 13901 MIDWAY ROAD, #102-274, DALLAS, TX 75244	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING CORPORATION	WILLIAM M. COMERFORD	ADDRESS ON FILE	LITIGATION CO-DEFENDANT
CITADEL BROADCASTING COMPANY	WILLYARD, JOHN	ADDRESS ON FILE	POTENTIAL CO-DEFENDANT
RADIO NETWORKS, LLC	WIRTZ REALTY CORPORATION	C/O LAURA J. WALTER MANAGER TENANT SERVICES AND ADMINISTRATION, 333 NORTH MICHIGAN AVE., CHICAGO, IL 30601	LITIGATION
CITADEL BROADCASTING COMPANY	YAEGLE, LISA	ADDRESS ON FILE	LITIGATION - CAUSE NO.: EEOC NO. 543-2009-00411
CITADEL BROADCASTING COMPANY	YORKE, DAN	ADDRESS ON FILE	LITIGATION - CAUSE NO. 08-14606(TJC)
NY RADIO ASSETS, LLC	ZEVETCHIN, DAVIDE G	ADDRESS ON FILE	LITIGATION CO-DEFENDANT
NY RADIO ASSETS, LLC	ZEVETCHIN, KIMBERLY J.	ADDRESS ON FILE	LITIGATION CO-DEFENDANT

**Exhibit J**

**Restructuring Transactions Notice**

## Restructuring Transactions Notice

Pursuant to the *First Modified Joint Plan of Reorganization of Citadel Broadcasting Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Plan**”), the Debtors intend to implement the following Restructuring Transactions on the Effective Date.

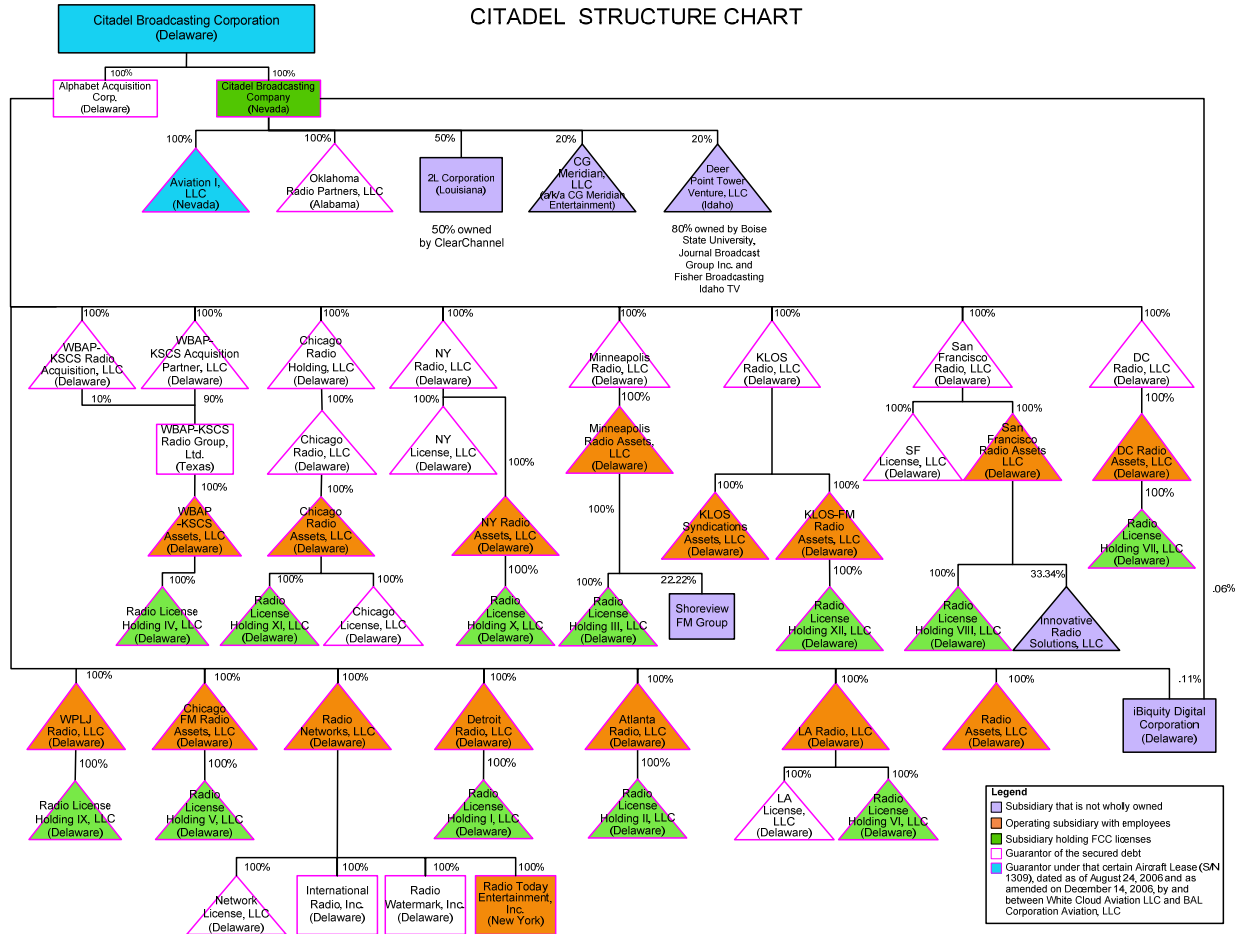
This Restructuring Transactions Notice is intended only as a summary of the Restructuring Transactions. Inconsistencies, if any, between this Restructuring Transactions Notice and the Plan shall be construed in favor of the Plan, which shall control in all respects.

### Restructuring Transactions

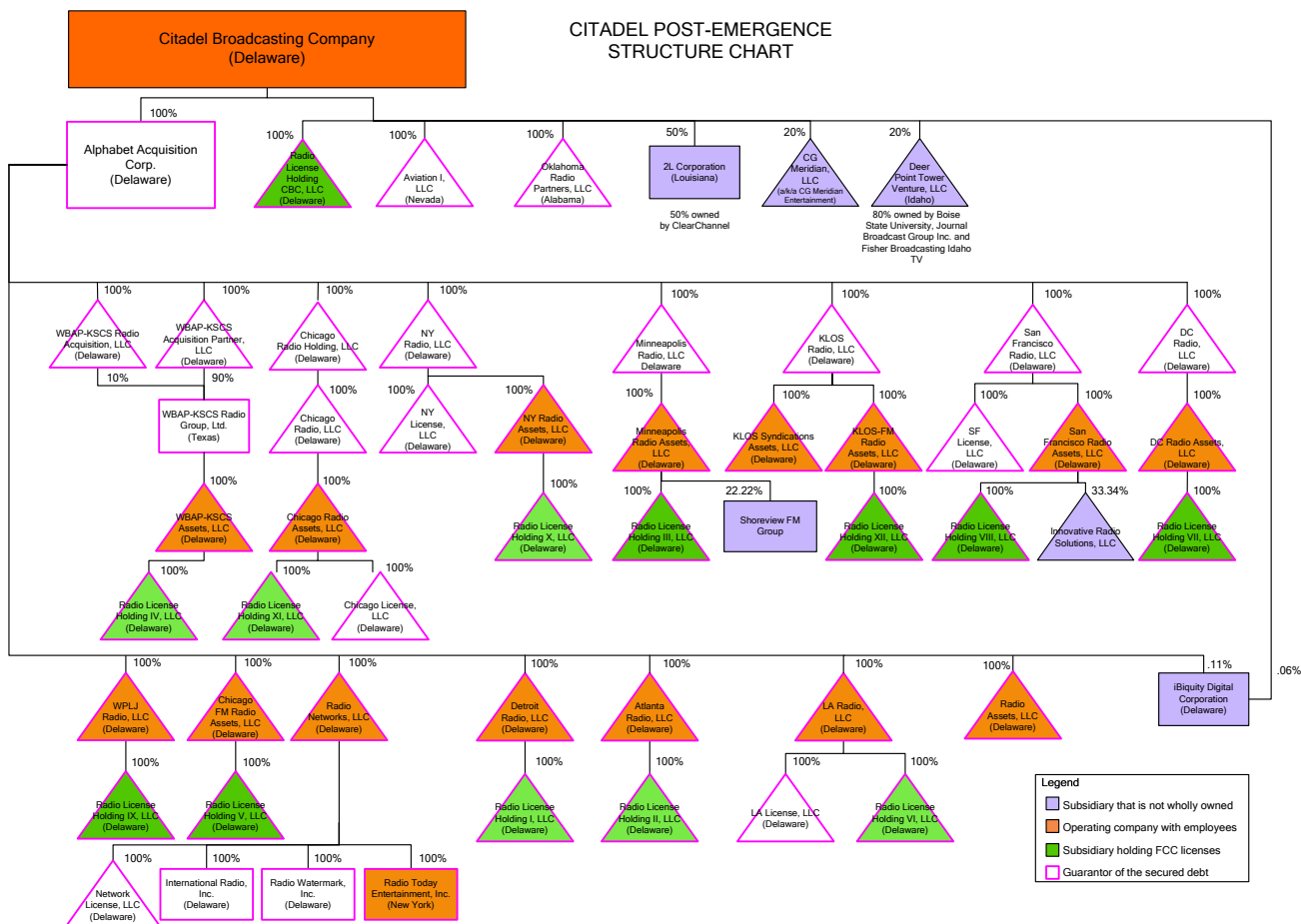
- On the Effective Date, the jurisdiction of incorporation of Citadel Broadcasting Company (“**CB Company**”) will convert from Nevada to Delaware.
- Subsequently, Citadel Broadcasting Corporation (“**Citadel**”) will merge with and into CB Company, with CB Company as the surviving entity, pursuant to which the assets of Citadel will be transferred to CB Company.
- In addition, CB Company will become a public company as of the Effective Date, pursuant to the rules of the U.S. Securities and Exchange Commission.
- FCC licenses previously held by CB Company will be transferred from CB Company to Radio License Holding CBC, LLC, a Delaware limited liability company, as a wholly owned subsidiary of CB Company.

Chart 1 below sets out the Debtors’ pre-emergence structure, and Chart 2 below sets out the Reorganized Debtors’ contemplated post-emergence corporate structure, taking into account the Restructuring Transactions.

Chart 1: The Debtors' Current Structure



### Chart 2: Contemplated Structure of the Reorganized Debtors



**Exhibit K**

**New Employment Agreements**

**[TO COME]**

**Exhibit L**

**Equity Incentive Program**

**[TO COME]**

**Exhibit M**

**Reorganized Debtor Board of Directors and Officers**

### **Reorganized Debtor Board of Directors**

<b>Name</b>	<b>Brief Biography</b>
John L. Sander	Mr. Sander has served as Senior Advisor of Belo Corporation since 2006. Mr. Sander also currently serves as a director of Broadcast Music, Inc. Mr. Sander first joined Belo Corporation in 1997 and from 1997 to 2006 served in the positions of President of Media Operations; Executive Vice President of Media Operations; President of the Television Group; and Executive Vice President of the Television Group. Before joining Belo Corporation, Mr. Sander was at WAGA-TV Atlanta from 1985 to 1997 and served in the positions of President and General Manager; and President of the Television Division. Before joining WAGA-TV Atlanta, Mr. Sander served as President and General Manager of KTSP Phoenix from 1982 to 1985; General Manager of WTOL-TV from 1980 to 1982; and Station Manager of WDSU New Orleans from 1978 to 1980. Mr. Sander was also previously at WTOL-TV from 1966 to 1978 and served in the positions of General Sales Manager; Assistant General Manager; National Sales Manager; Local Sales Manager; and Account Executive. Mr. Sander also served as Sales Service Director at WLWC-TV in 1965.
Paul N. Saleh	Mr. Saleh has served as Chief Executive Officer of Menza Partners LLC since 2009. He also currently serves as a director of the Wolf Trap Foundation for the Performing Arts. Mr. Saleh was formerly with Sprint Nextel Corporation from 2001 to 2008 and served in the positions of Chief Financial Officer; Acting Chief Executive Officer; and Executive Vice President and Chief Financial Officer of Nextel Communications, Inc. Before joining Sprint Nextel Corporation, Mr. Saleh was at the Walt Disney Company from 1997 to 2001 and served in the positions of Senior Vice President and Chief Financial Officer of Walt Disney International and Senior Vice President and Treasurer. Mr. Saleh was at Honeywell International, Inc. from 1985 to 1997, where he served in the positions of Vice President and Treasurer; Vice President of Investor Relations and Financial Analysis; Director of Investor Relations; Director of Treasury Operations; Business Analyst of Industrial Control; and Manager of Corporate Strategic Planning. Mr. Saleh also served as a Systems Engineer at Mitre Corporation from 1980 to 1982 and a Manager of Business Development at Harbi Group from 1979 to 1980.

Name	Brief Biography
William M. Campbell, III	Mr. Campbell has served as a Consultant to MacAndrews & Forbes Holdings Inc. since June 2009. He currently serves as a director of ePals, Inc., Duke Comprehensive Cancer Center, University Business School, CalArts and the National Parks. Mr. Campbell served as President and Chief Executive Officer of Panavision Inc. from March 2009 until June 2009; President and Chief Executive Officer of 5CTV from 2008 to 2009; President of Discovery Networks, Inc. from 2002 to 2007; President of Miramax Television from 1998 to 2002; Executive Vice President of CBS Entertainment from 1995 to 1998; Senior Vice President of Drama Development at Warner Bros., Inc. from 1989 to 1995; Current Programming Executive at ABC Entertainment from 1987-1989; and Analyst in the Mergers and Acquisitions Department at Smith Barney, Harris Upham, Inc. from 1982 to 1985.
Greg Mrva	Mr. Mrva served as Vice President of Strategy, Mergers and Acquisitions and Corporate Development at Yahoo! Inc. from 2005 to 2010; Investment Professional with the Technology Group at Texas Pacific Group from 2003 to 2005; Investment Professional with the Enterprise Software Group at Partech International from 2001 to 2002; Senior Vice President of Business Operations and Vice President of Strategy and Corporate Development at Mpath Interactive from 1999 to 2001; Associate with the Technology Mergers and Acquisitions and Private Placement Group for Montgomery Securities at Banc of America Securities LLC from 1997 to 1999; and Analyst in the Mergers and Acquisitions and Financial Institutions Group at Goldman Sachs & Company from 1992 to 1994.
Jonathan Mandel	Mr. Mandel has served as an Independent Investor and Management Advisor for a large global investment bank, a mid-sized venture capital firm and a seed funding firm since 2009. Mr. Mandel also currently serves as a director of AdSafe, eXelate, Indoor Direct, the International Radio and Television Foundation, John A. Reisenbach Foundation and the New York chapter of the Juvenile Diabetes Research Foundation. Mr. Mandel served as the Chief Executive Officer of NielsenConnect at Nielsen Company, Inc. from 2006 to 2009. Before joining NielsenConnect, Mr. Mandel was at MediaCom Worldwide, Inc. from 2002 to 2006 and served in the positions of Chairman of MediaCom U.S.; Chief Global Buying Officer of MediaCom Worldwide; and Co-Chief Executive Officer of MediaCom Latino. Before joining MediaCom Worldwide, Inc., Mr. Mandel was at Grey Worldwide, Inc. from 1974 to 1996 and served in the positions of Senior Vice President and Director of National Broadcast; Vice President and Director of National Broadcast; Assistant Media Director; Group Head of Media Planning; Media Planner; and Assistant Media Planner.

Name	Brief Biography
Farid Suleman <sup>1</sup>	<p>Mr. Suleman has served as Chairman of the Board and Chief Executive Officer of Citadel Broadcasting Corporation since March 2002. Before joining Citadel, from February 2001 to February 2002, Mr. Suleman was President and Chief Executive Officer of Infinity Broadcasting Corp., one of the largest radio and outdoor advertising companies in the United States. He was Executive Vice President, Chief Financial Officer, Treasurer and a director of Infinity Broadcasting from September 1998 to February 2001 when Infinity Broadcasting was acquired by Viacom Inc. Mr. Suleman was named the Senior Vice President, Finance of CBS in August 1998 and Senior Vice President and Chief Financial Officer of the CBS Station Group in June 1997. Mr. Suleman was a Director of Westwood One, Inc. from February 1994 to February 2006 and was also Westwood One's Executive Vice President and Chief Financial Officer from February 1994 to March 2002.</p>

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<sup>1</sup> The details of Farid Suleman's compensation are included in his new employment agreement contained in Exhibit K attached hereto.

**Reorganized Debtor Officers<sup>2</sup>**

<b>Name &amp; Title</b>	<b>Brief Biography</b>
Farid Suleman  Chief Executive Officer and Chairman of the Board	See Exhibit M, page 3.
Judith A. Ellis  Chief Operating Officer	Judith Ellis has served as the Chief Operating Officer of Citadel Broadcasting Corporation since 2003. Before joining Citadel, Ms. Ellis spent many years gaining experience in radio station management with Emmis Communications where she was the Senior Vice President and Marketing Manager. While employed with Emmis Communications, she managed one of the most profitable market clusters in the country, having kept all of her stations consistently in the top ten in the number one market in the country. Ms. Ellis has earned many accolades throughout her career including General Manager of the Year Radio and Records, is one of Radio Ink Magazine's top radio managers in the country and is one of the most influential women in broadcasting.
Randy L. Taylor  Senior Vice President and Chief Financial Officer	Randy Taylor has served as the Senior Vice President and Chief Financial Officer of Citadel Broadcasting Corporation since February 2008. From November 2006 through January 2008, Mr. Taylor served as Citadel's Vice President-Finance and principal accounting officer. From January 2001 through September 2005, Mr. Taylor served as Citadel's Vice President-Finance and Corporate Secretary and from April 1999 through January 2001 as its Vice President-Controller.
Jacquelyn J. Orr  Vice President, General Counsel and Secretary	Jacquelyn Orr has served as the Vice President, General Counsel and Secretary of Citadel Broadcasting Corporation since May 2006. Before working at Citadel, Ms. Orr worked for Entercom Communications Corporation as Associate Counsel advising on Federal Communications Commission regulatory matters, labor and employment issues, contract negotiations and other legal matters. She previously worked as Litigation Counsel for CBS Inc. Ms. Orr has also worked as an associate at Levine Sullivan & Koch in Washington, D.C. and Dechert, Price & Rhoads in Philadelphia. Ms. Orr is admitted to practice law in New York, Pennsylvania and New Jersey.

<sup>2</sup> The details of the compensation of Reorganized Citadel's officers are included in their respective new employment agreements contained in Exhibit K attached hereto.

Name & Title	Brief Biography
<p>Patricia Stratford</p> <p>Senior Vice President - Finance and Administration</p>	<p>Patricia Stratford has served as Senior Vice President of Finance and Administration and Assistant Secretary of Citadel Broadcasting Corporation since June 2006. Ms. Stratford served as Acting Chief Financial Officer of Citadel from September 2005 to May 2006 and served as its Vice President of Finance Administration from August 2003 to October 2005. Before joining Citadel, Ms. Stratford spent eleven years at Infinity Broadcasting Corporation where she worked in several positions including Vice President of Taxation from June 1992 to January 1999 and Director of Finance, Administration and Benefits from January 1999 to July 2003. Before her time at Infinity, Ms. Stratford worked in the audit and tax departments of the accounting firm KPMG for eight years.</p>

**Exhibit N**

**Reorganized Debtor Subsidiaries' Board of Directors and Officers**

**Reorganized Debtor Subsidiaries' Board of Directors<sup>1</sup>**

<b>Name</b>	<b>Brief Biography</b>
Randy L. Taylor	See Exhibit M, page 4.
Farid Suleman	See Exhibit M, page 3.

**Reorganized Debtor Subsidiaries' Officers<sup>2</sup>**

<b>Name</b>	<b>Brief Biography</b>
Farid Suleman  President, Chief Executive Officer	See Exhibit M, page 3.
Judith A. Ellis  Executive Vice President	See Exhibit M, page 4.
Randy L. Taylor  Senior Vice President and Chief Financial Officer	See Exhibit M, page 4.
Jacquelyn J. Orr  Vice President, General Counsel and Secretary	See Exhibit M, page 4.
Patricia Stratford  Senior Vice President - Finance and Administration and Assistant Secretary	See Exhibit M, page 5.

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<sup>1</sup> The details of the compensation of Reorganized Debtor Subsidiaries' directors are included in their respective new employment agreements contained in Exhibit K attached hereto.

<sup>2</sup> The details of the compensation of Reorganized Debtor Subsidiaries' officers are included in their respective new employment agreements contained in Exhibit K attached hereto.