

01-24-2000

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To the Honorable Commissioners.

Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

CITADEL BROADCASTING COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 17, 1999

2. Name and address of receiving party(ies):

Name: CREDIT SUISSE FIRST BOSTON, AS  
COLLATERAL AGENT

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Designations must be a separate document from Assignment  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULES

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Piero Giudice

Internal Address: Cravath, Swaine & Moore

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41): \$ 990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/21/2000 JSHABAZZ 00000141 1886740

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
950.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Piero Giudice

Piero Giudice

TRADEMARK

REEL: 002010 FRAME: 0707

87

TRADEMARK/TRADE NAMES OWNED BY CITADEL BROADCASTING COMPANY

U.S. Trademark Registrations

<u>Mark</u>	<u>Int'l Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
*96 Days of Summer	38	March 28, 1995	1,886,340
Ask An Expert	41	January 19, 1993	1,747,969
*Joke Du Jour	41	July 7, 1987	1,446,865
*Lite 105 FM and Design	38	February 2, 1988	1,475,329
*New England's Radio Station	38	April 15, 1986	1,390,398
*Nothing Succeeds Like WOKQ and Success	38	March 25, 1986	1,387,766
*Operation Snowball	41	August 29, 1995	1,915,569
*Peak FM	38	May 26, 1998	2,160,393
*Q-Net	38	May 19, 1998	2,158,781
*Sound Advantage	16 & 38	July 16, 1991	1,650,741
Supertalk	38 & 41	September 10, 1996	1,999,312
*Waking Crew	38	July 15, 1986	1,401,590
*WBLM	38	July 21, 1987	1,448,909
*WBLM w/blimp design	38	September 1, 1987	1,455,767
*WCYI	38	April 15, 1997	2,052,901
*WCYY	38	April 15, 1997	2,052,902
*WHOM	38	June 2, 1998	2,161,792
*WJBQ	38	May 19, 1998	2,158,780
*WOKQ	38	March 25, 1986	1,387,765
*WOKQ 97.5 50,000 Watts Stereo - 24 Hours a Day	38	July 1, 1986	1,399,839
*WPKQ	38	May 19, 1998	2,158,779
*WXBB	38	March 18, 1997	2,046,109
*Z-107	38	November 25, 1986	1,418,639

\* Recordation of Assignment of Mark to Citadel Broadcasting Company is pending.

U.S. Trademark Applications

<u>Mark</u>	<u>Int'l Class</u>	<u>Filing Date</u>	<u>Application No.</u>
Another Save		October 13, 1999	75/822,697
CCC Citadel Communications & Design		October 18, 1999	75/826,085
Citadel		October 18, 1999	75/826,088
Citadel Broadcasting Company		October 18, 1999	75/824,804
Citadel Communications		October 18, 1999	75/826,087
Citadel Communications Corporation		October 18, 1999	75/824,921
Couponbargins		September 30, 1999	75/811,666

**TRADEMARK**

**↑ REEL: 002010 FRAME: 0778**

Couponbargains.com  
Design (coupon)  
Efortress and Design  
It Ain't Immoral If It's Only Oral  
Kat Country  
Safetynet  
Surfers Wanted  
The Big Stick  
WCLZ  
Sound Off

September 30, 1999 Not received yet  
October 13, 1999 75/822,696  
December 7, 1998 75/600,268  
September 21, 1998 75/557,793  
April 8, 1998 75/464,720  
December 8, 1998 75/601,522  
November 5, 1998 75/583,164  
May 17, 1999 75/708,318  
February 5, 1999 75/635,357  
November 23, 1999 75/856,451

SECURITY AGREEMENT dated as of December 17, 1999, among CITADEL COMMUNICATIONS CORPORATION, a Nevada corporation ("*Citadel*") CITADEL BROADCASTING COMPANY, a Nevada corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Citadel and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of December 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Citadel, the lenders from time to time party thereto (the "*Lenders*"), the Lenders identified therein as issuing banks (the "*Issuing Banks*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent, FINOVA Capital Corporation, as syndication agent, and First Union National Bank and Fleet National Bank, as documentation agents. and (b) the Subsidiary Guarantee Agreement dated as of December 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of Citadel and the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively referred to as the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Equity Interest*" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company or beneficial interests in a trust or other equity ownership interests in a person.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and

business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Inventory"* shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts, Commodity Accounts and Equity Interests of any Grantor, whether now owned or hereafter acquired by any Grantor.

*"License"* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

*"Obligations"* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*"Patent License"* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*"Patents"* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country (other than in countries where the granting of a security interest therein is not permissible under the laws of such country), all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*"Perfection Certificate"* shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief executive officer of each of the Borrower and Citadel.

*"Proceeds"* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter

owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Secured Parties*” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Banks, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“*Securities*” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code, *provided*, that “*Securities*” shall not include more than 65% of the voting equity interests of any non-United States issuer.

“*Securities Account*” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“*Securities Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

“*Security Entitlements*” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“*Security Interest*” shall have the meaning assigned to such term in Section 2.01.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof (other than in countries where the granting of a security interest therein is not permissible under the laws of such country), and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as Secured Party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

## ARTICLE III

### *Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than recordings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or with respect to the filing of amendments or new filings to reflect the change of any Grantor's name, location, identity or corporate structure.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect



to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of United States Patents, United States registered Trademarks and United States Copyrights in which a security interest may be perfected by filing, recording or registration in the United States Patent and Trademark Office and the United States Copyright Office, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United States Patents, United States registered Trademarks and United States Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

## ARTICLE IV

### *Covenants*

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each

Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

**SECTION 4.02. *Periodic Certification.*** Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, Citadel shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief executive officer of the Borrower and Citadel (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

**SECTION 4.03. *Protection of Security.*** Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

**SECTION 4.04. *Further Assurances.*** Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any reasonable fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however,* that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* Upon reasonable notice to the Grantors, the Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantor's cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification, *provided* that such visit and inspection shall not result in a material disruption of such Grantors' conduct of business. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by the following sentence or Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone (if promptly confirmed in writing), by first class mail or delivery by hand, Federal Express or any other nationally recognized courier service), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the

Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents (other than invoices sent out in the ordinary course, unless otherwise requested by the Collateral Agent following and during the continuance of an Event of Default) evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon reasonable request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Power of Attorney*

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent with notice to the Grantor) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any

invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of Investment Property (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Investment Property for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Investment Property so sold. Each such purchaser at any such sale of Collateral shall hold the property sold absolutely, free from

any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to Citadel or any Subsidiary Guarantor shall be given to it in care of the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full of all the Obligations and termination of all commitments of the Lenders and the Issuing Banks).

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.



SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto, *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

**SECTION 7.07. *Governing Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.**

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the

Issuing Banks, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

**SECTION 7.09. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.**

**SECTION 7.10. *Severability.*** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 7.11 *Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

**SECTION 7.12. *Headings.*** Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

**SECTION 7.13. *Jurisdiction; Consent to Service of Process.*** (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing

Banks or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 7.14. Termination.** This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification Obligations) then due and owing have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(b) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.08(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released. If all of the Equity Interest of a Grantor is sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower pursuant to a transaction permitted by Section 6.05 of the Credit Agreement, such Grantor shall be released from its obligations under this Agreement without further action.

**SECTION 7.15. Additional Grantors.** Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITADEL COMMUNICATIONS CORPORATION,

by: Donna L. Heffner  
Name: Donna L. Heffner  
Title: Vice President

CITADEL BROADCASTING COMPANY,

by: Donna L. Heffner  
Name: Donna L. Heffner  
Title: Vice President

CITADEL LICENSE, INC.,

by: Donna L. Heffner  
Name: Donna L. Heffner  
Title: Vice President

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by: \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITADEL COMMUNICATIONS  
CORPORATION,

by:

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

CITADEL BROADCASTING COMPANY,

by:

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


CITADEL LICENSE, INC.,

by:


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

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

by:

  
\_\_\_\_\_  
Name: JULIA P. KINGSBURY  
Title: VICE PRESIDENT

by:

  
\_\_\_\_\_  
Name:  
Title: JEFFREY B. ULMER  
VICE PRESIDENT

SUBSIDIARY GUARANTORS

Citadel License, Inc.

COPYRIGHTS OWNED BY CITADEL BROADCASTING COMPANY

Pending U.S. Copyright Applications for Registration

<u>Title</u>	<u>Class</u>	<u>Date Application Filed</u>
Citadel Advertising Results Training	N/A	November 29, 1999

LICENSES

PART I

LICENSES/SUBLICENSES OF CITADEL BROADCASTING COMPANY  
AS LICENSOR ON DATE HEREOF

Trademarks

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Class</u>	<u>Filing Date/ Reg. Date</u>	<u>Application/ Reg. No.</u>
Marathon Media Group, LLC 980 N. Michigan Ave. Suite 1980 Chicago, IL 60611	November 9, 1999	Ask An Expert	41	January 19, 1993	1,747,969
		Cat Country	38	November 30, 1993	1,808,007
		Cat Country w/Cat Design	38	November 30, 1993	1,808,008
		Supertalk	38,41	September 10, 1996	1,999,312
		Design of a Bull	38	March 12, 1998	75/449,284
		K-Bull	38	March 11, 1998	75/448,613
		Kat Country		April 8, 1998	75/464,720
		The Bull		March 12, 1998	75/449,292



PATENTS

one

TRADEMARK/TRADE NAMES OWNED BY CITADEL COMMUNICATIONS CORPORATION

U.S. Trademark Registrations

<u>Mark</u>	<u>Int'l Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Cat Country	38	November 30, 1993	1,808,007
Cat Country w/Cat Design	38	November 30, 1993	1,808,008

U.S. Trademark Applications

<u>Mark</u>	<u>Int'l Class</u>	<u>Filing Date</u>	<u>Application No.</u>
CCC & Design	38	October 3, 1997	75/367,674
Design of a Bull	38	March 12, 1998	75/449,284
Efortress	42	March 11, 1998	75/448,565
K-Bull	38	March 11, 1998	75/448,613

TRADEMARK/TRADE NAMES OWNED BY CITADEL BROADCASTING COMPANYU.S. Trademark Registrations

<u>Mark</u>	<u>Int'l Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
*96 Days of Summer	38	March 28, 1995	1,886,340
Ask An Expert	41	January 19, 1993	1,747,969
*Joke Du Jour	41	July 7, 1987	1,446,865
*Lite 105 FM and Design	38	February 2, 1988	1,475,329
*New England's Radio Station	38	April 15, 1986	1,390,398
*Nothing Succeeds Like WOKQ and Success	38	March 25, 1986	1,387,766
*Operation Snowball	41	August 29, 1995	1,915,569
*Peak FM	38	May 26, 1998	2,160,393
*Q-Net	38	May 19, 1998	2,158,781
*Sound Advantage	16 & 38	July 16, 1991	1,650,741
Supertalk	38 & 41	September 10, 1996	1,999,312
*Waking Crew	38	July 15, 1986	1,401,590
*WBLM	38	July 21, 1987	1,448,909
*WBLM w/blimp design	38	September 1, 1987	1,455,767
*WCYI	38	April 15, 1997	2,052,901
*WCYY	38	April 15, 1997	2,052,902
*WHOM	38	June 2, 1998	2,161,792
*WJBQ	38	May 19, 1998	2,158,780
*WOKQ	38	March 25, 1986	1,387,765
*WOKQ 97.5 50,000 Watts Stereo - 24 Hours a Day	38	July 1, 1986	1,399,839
*WPKQ	38	May 19, 1998	2,158,779
*WXBB	38	March 18, 1997	2,046,109
*Z-107	38	November 25, 1986	1,418,639

\* Recordation of Assignment of Mark to Citadel Broadcasting Company is pending.

U.S. Trademark Applications

<u>Mark</u>	<u>Int'l Class</u>	<u>Filing Date</u>	<u>Application No.</u>
Another Save		October 13, 1999	75/822,697
CCC Citadel Communications & Design		October 18, 1999	75/826,085
Citadel		October 18, 1999	75/826,088
Citadel Broadcasting Company		October 18, 1999	75/824,804
Citadel Communications		October 18, 1999	75/826,087
Citadel Communications Corporation		October 18, 1999	75/824,921
Couponbargins		September 30, 1999	75/811,666

Couponbargains.com	September 30, 1999	Not received yet
Design (coupon)	October 13, 1999	75/822,696
Efortress and Design	December 7, 1998	75/600,268
It Ain't Immoral If It's Only Oral	September 21, 1998	75/557,793
Kat Country	April 8, 1998	75/464,720
Safetynet	December 8, 1998	75/601,522
Surfers Wanted	November 5, 1998	75/583,164
The Big Stick	May 17, 1999	75/708,318
WCLZ	February 5, 1999	75/635,357
Sound Off	November 23, 1999	75/856,451

State Trademark Registrations and Applications

<u>State</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Arizona	Design of 3 Concentric Stylized Letters "C" w/Aligned Caps		February 18, 1997	039011
Arizona	C and Design		February 18, 1997	039011
Arkansas	Snider Merchandising		February 7, 1995	26-95
Arkansas	KARN-FM			
Arkansas	KRNN-FM			
Arkansas	KRNN-FM			
Arkansas	KAFN-FM			
Arkansas	KIPR-FM			
Arkansas	KEFR-FM			
Arkansas	Arkansas Radio Network			
Arkansas	KEZQ-AM			
Arkansas	KURB-FM			
Arkansas	KVLO-FM			
Arkansas	Traffic and Weather Together		April 18, 1994	TM00007794

Arkansas	(1) KYTN		
Arkansas	Power 92	May 20, 1999	TM00001301
Arkansas	Power 92 Jams	May 20, 1999	TM00001300
Arkansas	Power 92 FM	May 31, 1989	TM00010889
Akansas	Star 102.1		290-96
Arkansas	The Mystery Sound Contest	February 8, 1996	53-96
Arkansas	The Dollar Bill Game	February 13, 1996	58-96
Arkansas	KARN-AM		
California	C Design	March 20, 1997	047574
California	Kitty Cougar (stylized)	May 20, 1995	044578
California	101.9 The City & Design	October 18, 1995	045176
California	Smooth Sounds of the Season	April 12, 1994	043190
California	Family Trade Fair	January 21, 1988	031864
California	Danger Boy	March 5, 1999	51022
California	Hot Country	February 16, 1993	041531
Colorado	A Vacation A Day In May	April 23, 1993	931043289
Colorado	All Request Luncheon	November 2, 1990	901099514
Colorado	All Request Luncheon Hour	October 24, 1990	901097755

Colorado	25 Years of Rock and Roll	April 24, 1990	901034432
Colorado	No Repeat	April 7, 1987	T32876
Colorado	Triple Play	April 7, 1987	T32874
Colorado	Classic Cuts	April 8, 1987	T32883
Colorado	Classic Rock	April 8, 1987	T32885
Colorado	Silence the Violence	April 30, 1996	961058631
Colorado	Classic Rock and Roll	April 8, 1987	T32884
Colorado	Talkradio AM 740	October 18, 1993	931,115,589
Colorado	Talkradio AM 740	October 18, 1993	931,115,590
Colorado	\$1,000 Song of the Day	November 22, 1993	931,130,575
Colorado	Fantasy Diamond Quest	May 13, 1987	T33,176
Colorado	Where All The Good Songs Have Gone	April 7, 1987	T32,875
Colorado	Gridiron Guide	May 7, 1986	T30,767
Colorado	Gridiron Guide	May 7, 1986	T30,766
Colorado	Colorado Classics	March 24, 1986	T30,525
Colorado	Everyday Is A No Repeat Day	September 1, 1987	T34,045
Colorado	Playing The Music That Made FM Great	April 1, 1987	T32,844
Colorado	\$1,000 Song of the Day	November 22, 1993	931,130,576
Idaho	The Best of the Treasure Valley & Design	November 22, 1991	13453

Idaho	Country Superstars	September 13, 1993	14113
Idaho	Lollapotato	May 5, 1995	14901
Idaho	Skywatch	August 3, 1995	14988
Idaho	The Station to Depend On (for KBOI-AM)		
Idaho	Logo (for KBOI am 67)		
Idaho	Logo (for KQFC 98 fm new country)		
Idaho	Logo (Eagle 96.9 FM non-stop classic rock)		
Idaho	KQFC-FM		
Idaho	KKGL-FM		
Idaho	KBOI-AM		
Louisiana	The Beat	January 3, 1997	
Maine	WBLM Workforce	April 5, 1999	199990327M
Montana	C & Design	February 5, 1997	19,299
*Montana	KCTR AM/FM The Cat	April 29, 1999	T119(22)-20276
*Montana	KCTR AM/FM Cat Country	April 29, 1999	119(16)-2027804
Montana	The Peak & Design	May 15, 1995	T018,440
Nevada	"C" - Three Stylized Letters w/design	February 14, 1997	29/765
Nevada	Breakfast Club	December 3, 1991	24/885
Nevada	Talk of Nevada	March 12, 1992	25/141

\* Marathon Media Group, L.L.C. has a license to use these marks.

Nevada	KOH Town Hall	March 12, 1992	25/140
Nevada	Swap Shop	June 24, 1992	25/357
Nevada	JJ Christy	August 1, 1991	24/604
Nevada	Tom Jordan	August 1, 1991	25/605
Nevada	Listener Appreciation Concert	August 1, 1996	24/606
Nevada	Steve West	August 1, 1991	24/603
Nevada	Fresh Country	March 15, 1993	26/71
Nevada	Northern Nevada's Kids Fair	March 19, 1997	29/828
Nevada	The Hawk	March 19, 1997	29/816
Nevada	All Rock N' Roll Hits	March 19, 1997	29/815
Nevada	Elvis Travis	August 7, 1990	23/836
New Hampshire	New Country (stylized)	July 30, 1997	
New Hampshire	Q-Net	November 13, 1996	
New Hampshire	Peak FM	November 13, 1996	
New Hampshire	Soft & Easy Favorites	September 11, 1996	
New Mexico	Hot New Country	February 1, 1993	TN93020106
New Mexico	Country Music Bingo	March 30, 1994	TN94033003
New Mexico	Lucky Bucks	June 1, 1993	TN93060104
New Mexico	Mystery Jukebox aka Hot Country Jukebox	June 15, 1994	TN94061501
New Mexico	KRST Free Lottery	March 8, 1996	TN96030807
New Mexico	Team Sports Radio	March 30, 1994	TN94033002



New Mexico	The Sports Animal	June 27, 1994	TN94062701
New Mexico	Sports Pig	June 15, 1994	TN94061502
New Mexico	The Crazy Bull	April 1, 1996	TN96040110
New Mexico	Countryfest '96	April 1, 1996	TN96040111
New Mexico	Country West Family Fest	April 1, 1996	TN96040112
New Mexico	Countryfest '93	February 26, 1992	TN92022601
New Mexico	Countryfest '91	September 20, 1991	TN91092001
New Mexico	Countryfest '92	September 20, 1991	TN91092002
New Mexico	Today's Real Country	February 4, 1993	TN93020402
New Mexico	Country Dough	June 1, 1993	TN93060103
New Mexico	Road Ranger	February 28, 1994	TN94022808
New Mexico	Continuous Country	March 10, 1994	TN94031003
New Mexico	Bumper Bucks	March 15, 1991	TN91031505
New Mexico	New Mexico Cash Lottery	November 15, 1990	TN90111506
New Mexico	Your Lottery Station	November 15, 1990	TN90111507
New Mexico	Lobo Talk	May 9, 1991	91050907
New Mexico	The Voice of the Great Southwest	May 9, 1991	91050908
New Mexico	The News Authority	May 9, 1991	91050909
New Mexico	Always Sunny	July 28, 1981	14721
New Mexico	KHFN, Newsradio 1050		
New Mexico	Grade Point Average	December 7, 1995	TK95120703
New Mexico	Dream Catalog	January 1, 1995	TK95010911

New Mexico	KHFM, Classical 97	March 9, 1995	TN95030905
Oregon	Kid's Fair	April 16, 1999	S33370
*Oregon	Ask An Expert	May 8, 1990	S24.292
Pennsylvania	WLEV-FM (f/k/a WFMZ-FM)		
Pennsylvania	WCTO-FM (f/k/a WLEV-FM)		
Pennsylvania	WEMR-AM		
Pennsylvania	WEMR-FM		
Pennsylvania	Country Gold (with Boot logo)		
Pennsylvania	Endless Mountain Rock (w/mountain logo)		
Pennsylvania	Dinger the Duck (mascot costume)		
Rhode Island	WDGE		
Rhode Island	WDGE.COM		
Rhode Island	EDGENET.NET		
Rhode Island	WDGF-FM		
South Carolina	The Garden Clinic	May 12, 1999	
South Carolina	The Mighty	June 14, 1999	
South Carolina	Moon Over Charleston	June 14, 1999	
South Carolina	Traffic and Weather Together	June 14, 1999	

\* Marathon Media Group, L.L.C. has a license to use this mark.  
South Carolina Charleston's Number One

	Station For News and Talk	April 12, 1999	
South Carolina	See It Tonight, Read It Tomorrow Or Hear It Now	April 12, 1999	
South Carolina	The Hottest Talk in Town	April 12, 1999	
South Carolina	Turn Your Telephone Into A Microphone	April 12, 1999	
South Carolina	Bringing News First When Seconds Count	April 12, 1999	
South Carolina	Time Saver Traffic	April 12, 1999	
South Carolina	WTMA Family Open Catfish Tournament	June 14, 1999	
South Carolina	The Pet Does	June 14, 1999	
Utah	Community Christmas Tree (stylized)	February 17, 1994	034465
Utah	KEZX Buzzard & Design	November 22, 1993	034286
Utah	Newsradio	March 28, 1991	032203
Utah	KUTR Sounds Like Utah	June 14, 1985	027509
Utah	860 AM KUTR Community Club	May 4, 1988	029297
Utah	Classic Krock-N-Roll	May 16, 1988	029212
Utah	93.3 KLZX's Two-Fer Tuesday	May 3, 1988	029209
Utah	Superstar Christmas	October 7, 1994	035113
Utah	Z 93 (stylized)	June 23, 1989	030056
Utah	Brunch With the Beatles	May 9, 1989	029943
Utah	Superscan	May 9, 1989	029942
Utah	The Lunch Blox	May 9, 1989	029941

Utah	Two For Tuesday (Twofers)	May 9, 1989	029940
Utah	The Traffic Jam	May 9, 1989	029939
Utah	KENZ	January 9, 1996	175392
Utah	The End - Utah's Rock Alternative	December 10, 1995	036149
Utah	Superstar Kids	October 7, 1994	035112
Utah	Fun & Games Department	May 16, 1994	034737
Utah	Donut Patrol	May 16, 1994	034736
Utah	At Work Network	May 9, 1994	034714
Utah	Car Load of Cash (stylized)	June 17, 1984	034821
Utah	Livestock & Design	May 3, 1994	034704
Utah	The Dawn Patrol	March 4, 1994	034517

Trade Names

Country(s) Where Used

Trade Names

US/Louisiana	Kool 93.7, the Home of Good Times and Great Oldies
US/Louisiana	Good Times and Great Oldies
US/Louisiana	The Home of Good Times and Great Oldies
US/Maine	WBLM-FM
US/Maine	WCYY-FM

US/Maine	WCYI-FM
US/Maine	WCLZ-AM
US/Maine	WHOM-AM
US/Maine	WJBQ-FM
US/New Hampshire	WOKQ-FM
US/New Hampshire	WPKQ-FM
US/New Hampshire	WXBB-FM
US/New Hampshire	WXBP-FM

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of December [17], 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Citadel Communications Corporation, the lenders from time to time party thereto (the "*Lenders*"), the Lenders identified therein as issuing banks (the "*Issuing Banks*"), Credit Suisse First Boston, as administrative agent (in such capacity, the "*Administrative Agent*") and as Collateral Agent for the Lenders, FINOVA Capital Corporation, as syndication agent, First Union National Bank, as co-documentation agent, and Fleet National Bank, as co-documentation agent and (b) the Subsidiary Guarantee Agreement dated as of December [17], 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

The undersigned, the Chief Financial Officer and the Chief Executive Officer, respectively, of each of the Borrower and Citadel, hereby certify to the Collateral Agent and each other Secured Party as follows:

I. *Names.*

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

Citadel Communications Corporation  
Citadel Broadcasting Company  
Citadel License, Inc. (hereinafter, "CLI")

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

None.

(c) Set forth in Schedule 1(A) hereto are changes in the identity or corporate structure of each Grantor during the last five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. Also include in Schedule 1 the information requested in clauses (a) and (b) above for any person that has merged into, or consolidated with, any Grantor during the last five years. Also include in Schedule 1 the name of any person selling or otherwise transferring any assets (pursuant to any asset acquisition agreement) to any Grantor within the last two years if such assets, at the time of such sale or transfer, had an aggregate value in excess of \$5,000,000.

(d) The following is a list of all other names (including trade names or similar appellations) currently used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties:

See Schedule 1(B)

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

<u>Grantor</u>	<u>Federal Taxpayer I.D. No.</u>
Citadel	86-0748219
Borrower	86-0703641
CLI	86-0837753

2. *Current Locations.*

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

See Schedule 2(A)

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "\*""):

See Schedule 2(B)

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

See Schedule 2(C)

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

See Schedule 2(D)

(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

See Schedule 2(E)

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19

of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes (other than nominal filing fees) payable in connection with the filings described in Section 5 above have been paid.

8. *Stock Ownership and other Equity Interests.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock, partnership interest, membership interests or other Equity Interests of the Borrower and of each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests; *provided, however,* that with respect to the Borrower's Exchangeable Preferred Stock issued pursuant to the Preferred Stock Registration Rights Agreement entered into on July 1, 1997, Schedule 8 shall only be required to contain the authorized number of shares and the issued number of shares. Also set forth on Schedule 8 is each equity Investment of Citadel, the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. *Notes.* Attached hereto as Schedule 9 is a true and correct list of all notes held by Citadel and each Subsidiary and all intercompany notes between Citadel and each subsidiary of Citadel and between each subsidiary of Citadel and each other such Subsidiary.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by Citadel to any subsidiary of Citadel or made by any subsidiary of Citadel to Citadel or any other subsidiary of Citadel, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Citadel or any subsidiary of Citadel.

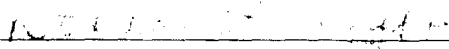
11. *Mortgage Filings.* Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.


(Signatures appear on next page)




IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this  
\_ day of December.


CITADEL COMMUNICATIONS CORPORATION,

by:   
Donna L. Heffner  
Chief Financial Officer

by:   
Lawrence R. Wilson  
Chief Executive Officer

CITADEL BROADCASTING COMPANY,

by:   
Donna L. Heffner  
Chief Financial Officer

by:   
Lawrence R. Wilson  
Chief Executive Officer

PERFECTION CERTIFICATE

Schedule 1(A)

A. Stock/Merger Transactions<sup>(1)</sup>

<u>No.</u>	<u>Date of Transaction</u>	<u>Non-Surviving Entity</u>	<u>Surviving Entity</u>	<u>Transaction Type</u>	<u>No. of Stations</u>	<u>Market(s)</u>
1	2/15/96	New Mexico Classical Radio, Inc.	Borrower	Stock purchase/ Subsequent merger	1	Albuquerque, NM
2	2/15/96	New Mexico News Radio, Inc.	Borrower	Stock purchase/ Subsequent merger	1	Albuquerque, NM
3	12/30/96	Deschutes River Broadcasting, Inc.	Deschutes Acquisition Corporation (name subsequently changed to Deschutes River Broadcasting, Inc.) <sup>(2)</sup>	Merger	18	Billings, MT <sup>(3)</sup> Tri-Cities, WA <sup>(3)</sup> Medford, OR <sup>(3)</sup> Eugene, OR <sup>(3)</sup>
4	2/14/97	Monarch Broadcasting, Inc.	Borrower	Stock purchase/ subsequent merger	1	Salt Lake City, UT
5	6/20/97	Deschutes River Broadcasting, Inc.	Borrower	Merger	Same as No. 3 above	Same as No. 3 above
6	6/20/97	Deschutes License, Inc. <sup>(4)</sup>	CLI	Merger	Same as No. 3 above	Same as No. 3 above

No.	Date of Transaction	Non-Surviving Entity	Surviving Entity	Transaction Type	No. of Stations	Market(s)
7	7/3/97	Tele-Media Broadcasting Company	Borrower	Stock purchase /subsequent merger	23 (plus 3 operated)	Providence, RI Allentown/Bethlehem, PA Harrisburg/Carlisle and York, PA Johnstown, PA <sup>(3)</sup> State College, PA <sup>(3)</sup> Wilkes-Barre/Scranton, PA Quincy, IL <sup>(3)</sup>
8	9/29/97	Urso Major Broadcasting Company	Borrower	Merger	1	Providence, RI
9	9/29/97	Bear Broadcasting Limited Liability Company	Borrower	Merger	e-Fortress (ISP)	Providence, RI
10	10/15/97	Snider Corporation	Borrower	Merger	5	Little Rock, AR
11	10/15/97	Snider Broadcasting Corporation	Borrower	Merger	1	Little Rock, AR
12	10/15/97	SBC License Corporation	CTI	Merger	Same as No. 11 above	Same as No. 11 above
13	11/4/97	Natural State Communications, Inc.	Borrower	Stock purchase /subsequent merger	1	Little Rock, AR
14	2/12/98	Pacific Northwest Broadcasting Corporation	Borrower	Stock purchase /subsequent merger	3	Boise, ID

<u>No.</u>	<u>Date of Transaction</u>	<u>Non-Surviving Entity</u>	<u>Surviving Entity</u>	<u>Transaction Type</u>	<u>No. of Stations</u>	<u>Market(s)</u>
15	3/17/99	Citywide Communications, Inc.	Borrower	Stock and warrant purchase /subsequent merger	9	Baton Rouge, LA Lafayette, LA
16	8/31/99	Fuller-Jeffrey Broadcasting Companies, Inc. (formerly known as The Fuller-Jeffrey Group, Inc., which was formerly known as Great Bay Broadcasting Company, Inc.)	Borrower	Stock purchase /subsequent merger	10	Portland, ME Portsmouth/Dover/ Rochester NH

<sup>(1)</sup> This disclosure reflects only direct mergers. In certain transactions, roll-up mergers or dissolutions of operating subsidiary entities of the non-surviving entity took place prior to consummation of the listed transactions.

<sup>(2)</sup> On September 20, 1996, Deschutes Acquisition Corporation ("DAC"), a wholly owned subsidiary of Citadel, was incorporated in Nevada. Prior to the merger, the Articles of Incorporation of DAC were amended to change its name to Deschutes River Broadcasting, Inc. effective upon consummation of the merger. This entity was formed to operate the noted Stations.

<sup>(3)</sup> All Stations in these markets have been subsequently sold to third parties by the Borrower and C.I.I.

<sup>(4)</sup> On July 25, 1996, Citadel Acquisition Corporation ("CAC"), an eventual wholly owned subsidiary of Deschutes Acquisition Corporation, was incorporated in Nevada. On September 17, 1996, the Articles of Incorporation of CAC were amended to change its name to Deschutes License, Inc. This entity was formed to hold the FCC Licenses for the Stations operated by Deschutes River Broadcasting, Inc.

**B. Station Asset Acquisitions**

<u>No.</u>	<u>Date</u>	<u>Selling Entity(ies)</u>	<u>Purchasing Entities</u>	<u>Approximate Consideration</u>	<u>No. of Stations</u>	<u>Market(s)</u>
1	3/26/98	S&P Broadcasting Limited Partnership I, S&P Broadcasting Limited Partnership III and Swanson Holdings, Ltd.	Borrower and CLI	\$6,000,000	3	Wilkes-Barre/Scranton, PA
2	4/21/98	Wilson Group, LLC	Borrower and CLI	\$14,100,000	2	Boise, ID
3	11/17/98	Bearsley Broadcasting of Arkansas, Inc.	Borrower and CLI	\$5,000,000	1	Little Rock, AR
4	2/9/99	62 <sup>nd</sup> Street Broadcasting of Saginaw, L.L.C. and 62 <sup>nd</sup> Street Broadcasting of Saginaw License, L.L.C.	Borrower and CLI	\$35,000,000	6	Saginaw/Bay City, MI
5	4/30/99	Capstar Acquisition Company, Triathlon Broadcasting of Colorado Springs, Inc., Triathlon Broadcasting of Colorado Springs License, Inc., Triathlon Broadcasting of Spokane, Inc. and Triathlon Broadcasting of Spokane License, Inc.	Borrower and CLI	\$10,000,000	4	Colorado Springs, CO and Spokane, WA
6	6/30/99	Wicks Broadcast Group Limited Partnership (and certain subsidiaries)	Borrower and CLI	\$77,000,000	16	Charleston, SC Binghamton, NY Muncie, IN Kokomo, IN
7	11/1/99	K11B1 Radio Broadcasting Company, Inc.	Borrower and CLI	\$9,500,000	1	Baton Rouge, LA

**C. Non-Station Asset Acquisition**

<b><u>Date</u></b>	<b><u>Selling Entities</u></b>	<b><u>Purchasing Entities</u></b>	<b><u>Approximate Purchase Price</u></b>	<b><u>Asset Purchased</u></b>	<b><u>Registration/ Serial No.</u></b>
6/18/99	J. J. Jacobs Enterprises, LLC and BJC Aviation, LLC	Borrower	\$8,300,000	One Dassault/Sud Fan Jet Falcon Ser F aircraft, commonly known as a 731 Falcon 20-F5 and related equipment	U.S. Reg. No. N23A, Serial No. 368

**D. Other Changes**

1. In approximately March, 1997, a subsidiary of Citadel Communications Corporation known as Creative Event Group operating out of Denver, CO was dissolved.
2. See also Articles of Incorporation for Citadel, the Borrower and C.L.I. certified copies of which have been delivered to the Administrative Agent.

**PERFECTION CERTIFICATE**

**Schedule 1(B)**

**A. Station Call Letters**

<b>No.</b>	<b>Station</b>	<b>Market</b>	<b>City/County(Parish)/State of License</b>
1	WPRO-AM	Providence, RI	Providence/Providence/RI
2	WPRO-FM	Providence, RI	Providence/Providence/RI
3	WSKO-AM	Providence, RI	Providence/Providence/RI
4	WWLI-FM	Providence, RI	Providence/ Providence/RI
5	WHCK-FM	Providence, RI	Wakefield-Peacedale/Washington/RI
6	WHKK-FM	Providence, RI	Middletown/Newport/RI
7	KBEE-AM	Salt Lake City, UT	Salt Lake City/Salt Lake/UT
8	KUBL-FM	Salt Lake City, UT	Salt Lake City/Salt Lake/UT
9	KENZ-FM	Salt Lake City, UT	Orem/Utah/UT
10	KBER-FM	Salt Lake City, UT	Ogden/Weber/UT
11	KFNZ-AM	Salt Lake City, UT	Salt Lake City/Salt Lake/UT
12	KBEE-FM	Salt Lake City, UT	Salt Lake City/Salt Lake/UT
13	WAZL-AM	Wilkes-Barre/Scranton, PA	Hazleton/Luzerne/PA
14	WXBE-FM	Wilkes-Barre/Scranton, PA	Hazleton/Luzerne/PA
15	WARM-AM	Wilkes-Barre/Scranton, PA	Scranton/Lackawanna/PA
16	WMGS-FM	Wilkes-Barre/Scranton, PA	Wilkes-Barre/Luzerne/PA
17	WBHT-FM	Wilkes-Barre/Scranton, PA	Mountain Top/Luzerne/PA
18	WXAR-FM	Wilkes-Barre/Scranton, PA	Olyphant/Lackawanna/PA
19	WCTP-FM	Wilkes-Barre/Scranton, PA	Carbondale/Lackawanna/PA
20	WCTD-FM	Wilkes-Barre/Scranton, PA	Dallas/Luzerne/PA
21	WKJN-AM	Wilkes-Barre/Scranton, PA	Carbondale/Lackawanna/PA
22	WEMR-AM	Wilkes-Barre/Scranton, PA	Tunkhannock/Wyoming/PA
23	WEMR-FM	Wilkes-Barre/Scranton, PA	Tunkhannock/Wyoming/PA
24	WKQV-AM <sup>(1)</sup>	Wilkes-Barre/Scranton, PA	Pittston/Luzerne/PA
25	WCTO-FM	Allentown/Bethlehem, PA	Easton/Northampton/PA
26	WLEV-FM	Allentown/Bethlehem, PA	Allentown/Lehigh/PA
27	KKOB-AM	Albuquerque, NM	Albuquerque/Bernalillo/NM
28	KKOB-FM	Albuquerque, NM	Albuquerque/Bernalillo/NM
29	KHTL-AM	Albuquerque, NM	Albuquerque/Bernalillo/NM
30	KMGA-FM	Albuquerque, NM	Albuquerque/Bernalillo/NM
31	KTBL-FM	Albuquerque, NM	Albuquerque/Bernalillo/NM
32	KHFM-FM	Albuquerque, NM	Albuquerque/Bernalillo/NM
33	KRST-FM	Albuquerque, NM	Albuquerque/Bernalillo/NM
34	KNML-AM	Albuquerque, NM	Los Ranchos de Albuquerque/Bernalillo/NM
35	WRKZ-FM	Harrisburg/Carlisle and York, PA	Hershey/Dauphin/PA
36	WHYL-FM	Harrisburg/Carlisle and York, PA	Carlisle/Cumberland/PA
37	WHYL-AM	Harrisburg/Carlisle and York, PA	Carlisle/Cumberland/PA

**PERFECTION CERTIFICATE**

**Schedule 1(B)**

(cont.)

<b>No.</b>	<b>Station</b>	<b>Market</b>	<b>City/County(Parish)/State of License</b>
38	WQXA-AM	Harrisburg/Carlisle and York, PA	York/York/PA
39	WQXA-FM	Harrisburg/Carlisle and York, PA	York/York/PA
40	KQXL-FM	Baton Rouge, LA	New Roads/(Pointe Coupee)/LA
41	WXOK-AM	Baton Rouge, LA	Baton Rouge/(East Baton Rouge)/LA
42	WEMX-FM	Baton Rouge, LA	Kentwood/(Tangipahoa)/LA
43	WCAC-FM	Baton Rouge, LA	Hammond/(Tangipahoa)/LA
44	WIBR-AM	Baton Rouge, LA	Baton Rouge/(East Baton Rouge)/LA
45	KOOJ-FM	Baton Rouge, LA	New Iberia/(Iberia)/LA
46	KARN-FM	Little Rock, AR	Little Rock/Pulaski/AR
47	KARN-AM	Little Rock, AR	Cabot/Lonoke/AR
48	KKRN-FM	Little Rock, AR	Humnoke/Lonoke/AR
49	KIPR-FM	Little Rock, AR	Pine Bluff/Jefferson/AR
50	KOKY-FM	Little Rock, AR	Sherwood/Pulaski/AR
51	KLAL-FM	Little Rock, AR	Wrightsville/Pulaski/AR
52	KAFN-FM <sup>(2)</sup>	Little Rock, AR	Gould/Lincoln/AR
53	KLIH-AM	Little Rock, AR	Little Rock/Pulaski/AR
54	KURB-FM	Little Rock, AR	Little Rock/Pulaski/AR
55	KVLO-FM	Little Rock, AR	Sheridan/Grant/AR
56	KAAY-AM	Little Rock, AR	Little Rock/Pulaski/AR
57	KGA-AM	Spokane, WA	Spokane/Spokane/WA
58	KDRK-FM	Spokane, WA	Spokane/Spokane/WA
59	KJRB-AM	Spokane, WA	Spokane/Spokane/WA
60	KAEP-FM	Spokane, WA	Spokane/Spokane/WA
61	KEYF-AM	Spokane, WA	Dishman/Spokane/WA
62	KEYF-FM	Spokane, WA	Cheney/Spokane/WA
63	KWHK-FM	Spokane, WA	Spokane/Spokane/WA
64	KKFM-FM	Colorado Springs, CO	Colorado Springs/El Paso/CO
65	KKMG-FM	Colorado Springs, CO	Pueblo/Pueblo/CO
66	KSPZ-FM	Colorado Springs, CO	Colorado Springs/El Paso/CO
67	KVOR-AM	Colorado Springs, CO	Colorado Springs/El Paso/CO
68	KTWK-AM	Colorado Springs, CO	Colorado Springs/El Paso/CO
69	KFXZ-FM	Lafayette, LA	Maurice/(Vermilion)/LA
70	KNEK-FM	Lafayette, LA	Washington/(St. Landry)/LA
71	KNEK-AM	Lafayette, LA	Washington/(St. Landry)/LA
72	KRRQ-FM	Lafayette, LA	Lafayette/(Lafayette)/LA
73	WSSX-FM	Charleston, SC	Charleston/Charleston/SC
74	WWWZ-FM	Charleston, SC	Summerville/Dorchester/SC
75	WMGL-FM	Charleston, SC	Ravelle/Charleston/SC
76	WSUY-FM	Charleston, SC	Charleston/Charleston/SC
77	WNKT-FM	Charleston, SC	St. George/Dorchester/SC



**PERFECTION CERTIFICATE**

**Schedule 1(B)**

(cont.)

<b>No.</b>	<b>Station</b>	<b>Market</b>	<b>City/County(Parish)/State of License</b>
78	WTMA-AM	Charleston, SC	Charleston/ Charleston/SC
79	WTMZ-AM	Charleston, SC	Dorchester Terrace-Brentwood/Charleston/SC
80	WXTC-AM	Charleston, SC	Charleston/ Charleston/SC
81	WOKQ-FM	Portsmouth/Dover/Rochester, NH	Dover/Strafford/NH
82	WXBB-FM	Portsmouth/Dover/Rochester, NH	Kittery/York/ME
83	WXBP-FM	Portsmouth/Dover/Rochester, NH	Hampton/Rockingham/NH
84	WPKQ-FM	Portsmouth/Dover/Rochester, NH	Berlin/Coos/NH
85	KANM-AM	Modesto, CA	Modesto/Stanislaus/CA
86	KATM-FM	Modesto, CA	Modesto/Stanislaus/CA
87	KHKK-FM	Modesto, CA	Modesto/Stanislaus/CA
88	KDJK-FM	Modesto, CA	Mariposa/Mariposa/CA
89	KHOP-FM	Modesto, CA	Oakdale/Stanislaus/CA
90	WKQZ-FM	Saginaw/Bay City, MI	Midland/Midland/MI
91	WYLZ-FM	Saginaw/Bay City, MI	Pinconning/Bay/MI
92	WIOG-FM	Saginaw/Bay City, MI	Bay City/Bay/MI
93	WILZ-FM	Saginaw/Bay City, MI	Saginaw/Saginaw/MI
94	WGER-FM	Saginaw/Bay City, MI	Saginaw/Saginaw/MI
95	WSGW-AM	Saginaw/Bay City, MI	Saginaw/Saginaw/MI
96	KIZN-FM	Boise, ID	Boise/Ada/ID
97	KZMG-FM	Boise, ID	New Plymouth/Fayette/ID
98	KKGL-FM	Boise, ID	Nampa/Canyon/ID
99	KQFC-FM	Boise, ID	Boise/Ada/ID
100	KBOI-AM	Boise, ID	Boise/Ada/ID
101	KKOH-AM	Reno, NV	Reno/Washoe/NV
102	KNEV-FM	Reno, NV	Reno/Washoe/NV
103	KBUL-FM	Reno, NV	Carson City/Independent City/NV
104	KNHK-FM	Reno, NV	Reno/Washoe/NV
105	KATG-FM <sup>(1)</sup>	Reno, NV	Sun Valley/Washoe/NV
106	WBLM-FM	Portland, ME	Portland/Cumberland/ME
107	WCYI-FM	Portland, ME	Lewiston/Androscoggin/ME
108	WCYY-FM	Portland, ME	Biddeford/York/ME
109	WHOM-FM	Portland, ME	Mt. Washington/Coos/NH
110	WJBQ-FM	Portland, ME	Portland/Cumberland/ME
111	WCLZ-FM	Portland, ME	Brunswick/Portland/ME
112	WHWK-FM	Binghamton, NY	Binghamton/Broome/NY
113	WYOS-FM <sup>(3)</sup>	Binghamton, NY	Chenango Bridge/Broome/NY
114	WAAL-FM	Binghamton, NY	Binghamton/Broome/NY
115	WNBF-AM	Binghamton, NY	Binghamton/Broome/NY
116	WKOP-AM	Binghamton, NY	Binghamton/Broome/NY
117	WDMH-FM	Muncie, IN	New Castle/Henry/IN

**PERFECTION CERTIFICATE**

**Schedule 1(B)**

(cont.)

<b>No.</b>	<b>Station</b>	<b>Market</b>	<b>City/County(Parish)/State of License</b>
118	WDHM-AM	Muncie, IN	New Castle/Henry/IN
119	WWKI-FM	Kokomo, IN	Kokomo/Howard/IN

<sup>(1)</sup>The Borrower operates WKQV-AM in Wilkes-Barre/Scranton and KATG-FM in Reno under a joint sales agreement and a local marketing agreement, respectively.

<sup>(2)</sup>KAFN-FM in Little Rock has not yet commenced operations.

<sup>(3)</sup>WYOS-FM in Binghamton operates pursuant to a construction permit. An application for an FCC License to cover the construction permit has been filed with the FCC. Expiration of the construction permit is stayed during the pendency of that application.

**B. Other Trade Names**

<b><u>Name</u></b>	<b><u>Principal Location</u></b>
1. e-Fortress	Providence, RI Salt Lake City, UT Little Rock, AR
2. Sign Pro	Kokomo, IN
3. Arkansas Radio Network	Little Rock, AR
4. Albuquerque Traffic Network	Albuquerque, NM
5. K-Bull <sup>(4)</sup>	Albuquerque, NM Salt Lake City, UT Reno, NV
6. Cat Country <sup>(4)</sup>	Modesto, CA Reno, NV Baton Rouge, LA Charleston, SC Allentown/Bethlehem, PA Harrisburg/York and Carlisle, PA Wilkes-Barre/Scranton, PA

# PERFECTION CERTIFICATE

## Schedule 1(B)

(cont.)

7. The Hawk<sup>(4)</sup>

Modesto, CA  
Spokane, WA  
Reno, NV  
Providence, RI  
Binghamton, NY

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<sup>(4)</sup>These names constitute material service marks/trade names used by the Stations in certain markets. Other trade names and frequency numbers not listed herein may be associated with or used as identifiers by certain of the Stations (i.e., Magic, Sports Annual, 92.7 FM, 1250 AM, etc.) in addition to the call letters listed in Item A above.

**PERFECTION CERTIFICATE**

**Schedule 2(A)**

**Grantor**

Citadel,  
Borrower and CLI

**Mailing Address**

7201 West Lake Mead Blvd.  
Suite 400  
Las Vegas, NV 89128

**County**

Clark

**PERFECTION CERTIFICATE**

**Schedule 2(B)**

<b><u>Grantor</u></b>	<b><u>Mailing Address</u></b>	<b><u>County</u></b>
<b>CALIFORNIA</b>		
Borrower	Modesto Stations' studio site 1581 Cummins Dr., Suites 131, 133, 135 Modesto, CA 95351	Stanislaus
<b>COLORADO</b>		
Borrower	Colorado Springs Stations' studio site 6805 Corporate Dr. Suite 130 Colorado Springs, CO 80919	El Paso
<b>NEVADA</b>		
Citadel, Borrower and CLI	*Corporate offices 7201 West Lake Mead Blvd., Suite 400 Las Vegas, NV 89128	Clark
Borrower	Reno Stations' studio site 595 East Plumb Ln. Reno, NV 89502-3503	Washoe
<b>NEW MEXICO</b>		
Borrower	Albuquerque Stations' studio site Bank of America Building, West Tower 500 4 <sup>th</sup> St., NW Albuquerque, NM 87102-2102	Bernalillo

**PERFECTION CERTIFICATE**

**Schedule 2(B)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Mailing Address</u></b>	<b><u>County</u></b>
<b>UTAH</b>		
Borrower	Salt Lake City Stations' studio site Price Business center -- Timesquare 434 Bearcat Dr. Salt Lake City, UT 84115	Salt Lake
<b>PENNSYLVANIA</b>		
Borrower	East Region corporate office 115 VIP Drive, Suite 210 Wexford, PA 15090	Allegheny
Borrower	Wilkes-Barre/Scranton Stations' studio site 600 Baltimore Dr. East Mountain Business Park Wilkes-Barre, PA 18702	Luzerne
Borrower	Allentown/Bethlehem Stations' studio site P. O. Box 25096 Lehigh Valley, PA 18002  <u>Physical Location at:</u> 2158 Ave. "C", Suite 100 Bethlehem, PA 18017	Northampton
Borrower	Harrisburg/Carlisle and York Stations' studio site/ WRKZ-FM tower site 919 Buckingham Blvd. (f/k/a Radio Road) Elizabethtown, PA 17022	Lancaster
<b>MICHIGAN</b>		
Borrower	WKQZ-FM, WYLZ-FM, WILZ-FM and WGER-FM studio site 3190 Christy Way, Suites 4 & 5 Saginaw, MI 48603	Saginaw
Borrower	WSGW-AM/WIOG-FM studio and STL site 1795 Tittabawassee Rd. Carrollton Township, MI 48604	Saginaw
<b>LOUISIANA</b>		
Borrower	Baton Rouge Stations' studio site 650 Wooddale Blvd. Baton Rouge, LA 70806	East Baton Rouge Parish

**PERFECTION CERTIFICATE**

**Schedule 2(B)**

(cont.)

<b>Grantor</b>	<b>Mailing Address</b>	<b>County</b>
Borrower	Lafayette Stations' studio site 3225 Ambassador Caffery Parkway Lafayette, LA 70506	Lafayette Parish
<b>SOUTH CAROLINA</b>		
Borrower	WSUY-FM, WSSX-FM, WNKT-FM, WTMA-AM and WTMZ-AM studio site and WTMA-AM tower site One Orange Grove Rd. Charleston, SC 29407	Charleston
Borrower	WWWZ-FM, WMGL-FM and WXTC-AM studio site 2045 Spalding Dr. North Charleston, SC 29418	Charleston
<b>NEW YORK</b>		
Borrower	Binghamton Stations' studio site P. O. Box 414 Binghamton, NY 13902  Physical location at: 59 Court St. Binghamton, NY 13901	Broome
<b>INDIANA</b>		
Borrower	Sign Pro main office 501 North Buckeye St. Kokomo, IN	Howard
Borrower	WWKI-FM studio site 519 N. Main St. Kokomo, IN 46901	Howard
Borrower	Muncie studio site and WMDH-AM tower site 1134 W. State Rd. 38 New Castle, IN 47362	Henry
<b>MAINE</b>		
Borrower	WHOM-FM and WJBQ-FM studio site 583 Warren Ave. Portland, ME 04103	Cumberland

**PERFECTION CERTIFICATE**

**Schedule 2(B)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Mailing Address</u></b>	<b><u>County</u></b>
Borrower	WBLM-FM, WCYY-FM, WCYI-FM and WCLZ-FM studio site One City Center Third Floor Portland, ME 04101	Cumberland
<b>WASHINGTON</b>		
Borrower	Spokane Stations' studio site East 1601 57 <sup>th</sup> Ave. Spokane, WA 99223	Spokane
<b>RHODE ISLAND</b>		
Borrower	e-Fortress main offices 31 Sextant Ln. Narragansett, RI 02882	Washington
Borrower	Providence Stations' studio site and WPRO- AM tower site 1502 Wampanoag Trail East Providence, RI 02915	Providence and Bristol Counties
<b>IDAHO</b>		
Borrower	Boise Stations' studio site 1419 W. Bannock St. Boise, ID 83702	Ada
<b>NEW HAMPSHIRE</b>		
Borrower	Dover Stations' studio site and WOKQ-FM and WXBB-FM auxiliary tower site 292 Middle Rd. Dover, NH 03820-4901	Strafford
<b>ARKANSAS</b>		
Borrower	Little Rock Stations' studio site 700 Wellington Hills Little Rock, AR 72211	Pulaski



**PERFECTION CERTIFICATE**

**Schedule 2(C)**

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
<b>CALIFORNIA</b>		
Borrower	KHOP-FM tower site Jamestown, CA	Tuolumne
Borrower	KHKK-FM tower site 32322 South Corral Hollow Rd. Tracy, CA	San Joaquin
Borrower	KANM-AM tower site 2223 Sylvan Rd. Modesto, CA	Stanislaus
Borrower	KATM-FM tower site Stanislaus County, CA	Stanislaus
Borrower	KDJK-FM studio site 5320 Highway 49 North Mariposa, CA	Mariposa
Borrower	KDJK-FM tower site 8286 Morrissey Rd. Hughes Site #1 Mariposa, CA	Mariposa
Borrower	Stockton sales office site 5250 Claremont Ave., Suite 238 Stockton, CA	San Joaquin
<b>COLORADO</b>		
Borrower	KKFM-FM and KKMFG-FM tower site Cheyenne Mountain	El Paso
Borrower	KVOR-AM tower site 615 Brookside St. Colorado Springs, CO	El Paso

**PERFECTION CERTIFICATE**

**Schedule 2(C)**  
(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KSPZ-FM tower site Tower Rd., Cheyenne Mountain Near Colorado Springs, CO	El Paso
Borrower	KTWK-AM and KVOR-AM hop site Tower Rd., Cheyenne Mountain Near Colorado Springs, CO	El Paso
Borrower	KTWK-AM tower site 17215 Thompson Rd. Black Forest, CO	El Paso
<b>NEVADA</b>		
Borrower	KBUL-FM tower site McClellan Peak, NV	Storey
Borrower	KNEV-FM tower site McClellan Peak, NV	Storey
Borrower	KNEV-FM auxiliary site Red Peak, NV	Washoe
Borrower	KKOH-AM repeater site Peavine Mountain, NV	Washoe
Borrower	KNHK-FM tower site Pond Peak, NV	Washoe
Borrower	KKOH-AM tower site 7800 Chickadee Dr. Rural Location in Township 21, NV	Washoe
<b>NEW MEXICO</b>		
Borrower	KHTL-AM tower site 4505 Montbel Place, NE Albuquerque, NM	Bernalillo
Borrower	KMGA-FM tower site Sandia Crest, NM	Bernalillo
Borrower	KKOB-FM tower site Sandia Crest, NM	Bernalillo

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KKOB-FM transmitter site Sandia Crest, NM	Bernalillo
Borrower	KKOB-FM auxiliary transmitter site Sandia Crest, NM	Bernalillo
Borrower	KTBL-FM tower site Albuquerque Junction, NM	Bernalillo
Borrower	KNML-AM tower site 5851 Maplewood, SW (a/k/a 5801 Niese Dr., SW) Albuquerque, NM	Bernalillo
Borrower	KHFM-FM tower site Sandia Crest, NM	Bernalillo
Borrower	KRST-FM tower site Site lots 9P and 10P Sandia Crest, NM	Bernalillo
Borrower	Santa Fe sales office site 128 Grant Avenue Suite 103 Santa Fe, NM	Santa Fe
Borrower	KKOB-AM tower site 1718 West Alameda Santa Fe, NM	Santa Fe
Borrower	KKOB-AM tower site North Alameda St. and 2 <sup>nd</sup> St., N.W. Albuquerque, NM	Bernalillo
<b>UTAH</b>		
Borrower	KUBL-FM tower site Farnsworth Peak, UT	Salt Lake and Tooele
Borrower	KBER-FM tower site Farnsworth Peak, UT	Salt Lake and Tooele

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KBEE-FM tower site Mount Vision, UT	Salt Lake
Borrower	KENZ-FM tower site Lake Mountain Orem, UT	Utah
Borrower	KBEE-FM translator (95.3) site Quarry Mountain Near Park City, UT	Summit
Borrower	KBEE-FM translator (104.9) site Wilson Peak Near Heber City, UT	Wasatch
Borrower	KBEE-AM tower site 1493 West Crystal Ave. West Valley City, UT	Salt Lake
Borrower	KFNZ-AM tower site 1181 W. Bullion St. Murray, UT	Salt Lake
Borrower	e-Fortress site 1868 North Hillfield Rd. Layton, UT	Davis
Borrower	e-Fortress site 1018 South 350 East Provo, UT	Utah
Borrower	e-Fortress site United Staffing Alliance Building 17 East 200 North, #201 Provo, UT	Utah
Borrower	e-Fortress site Tremonton, UT	Box Elder

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	e-Fortress site Park City, UT	Summit
Borrower	e-Fortress site 399 North Main, Suite 323-C Logan, UT	Cache
Borrower	e-Fortress site 1454 South 1100 East Unit #2 Salt Lake City, UT	Salt Lake
<b>WASHINGTON</b>		
Borrower	KEYF-AM and KEYF-FM studio site and KEYF-AM tower site South 6019 Crestline St. Spokane, WA	Spokane
Borrower	Former studio site 6228 South Regal Spokane, WA	Spokane
Borrower	KDRK-FM tower site MICA Peak, WA	Spokane
Borrower	KAEP-FM tower site Krell Hill, WA	Spokane
Borrower	Easement for access to KAEP-FM tower site Krell Hill, WA	Spokane
Borrower	KAEP-FM auxiliary site Beacon Hill, WA	Spokane
Borrower	KDRK-FM STL and RPU repeater site Tower Mountain Spokane, WA	Spokane
Borrower	KWHK-FM studio site East 2211 Sprague Ave. Spokane, WA	Spokane

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KEYF-FM tower site Krell Hill (a/k/a Tower Mountain) Spokane, WA	Spokane
Borrower	KWHK-FM tower site Krell Hill (a/k/a Tower Mountain) Spokane, WA	Spokane
Borrower	KGA-AM/KJRB-AM tower site 1505 East Stutler Rd. Spokane, WA	Spokane
<b>RHODE ISLAND</b>		
Borrower	WWLI-FM tower site Neutaconkonet Hill Johnston, RI	Providence
Borrower	WHKK-FM and WHCK-FM studio site 255 Quaker Lane Suites 500-800 West Warwick, RI	Kent
Borrower	WHCK-FM tower, STL and STL Microwave site Corner of Old New London Turnpike and Bell School House Rd. Exeter, RI	Washington
Borrower	Current WHKK-FM tower site 2121 West Main Rd. Portsmouth, RI	Newport
Borrower	Future WHKK-FM tower site Lafayette Rd. Near Tiverton, RI	Newport
Borrower	e-Fortress technical support site Little Rest Condominiums 100 Fortin Rd. Unit #2, Building #1 South Kingston, RI	Washington

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	e-Fortress point of presence site 1 Front St. Woonsocket, RI	Providence
Borrower	e-Fortress equipment rack and floor space site Regency Plaza Hotel Hub Room Providence RI	Providence
Borrower	WPRO-FM tower site and WHCK-FM hop site Ipswich St. Neutaconkomet Hill Johnston, RI	Providence
Borrower	WSKO-AM tower site One Dexter St. Omega Pond East Providence, RI	Providence

**PENNSYLVANIA**

Borrower	WAZL-AM tower site Hazelton, PA	Luzerne
Borrower	WARM-AM tower site Falls Township, PA	Wyoming
Borrower	WXBE-FM tower site Butler Oaks Butler Township, PA	Luzerne
Borrower	WARM-AM and WMGS-FM repeater site West Mountain Ransom, PA	Luzerne
Borrower	WEMR-FM tower site Firetower Rd., Forkston Mountain Mehoopany, PA	Wyoming
Borrower	WLEV-FM tower site 300 East Rock Rd. Allentown, PA	Lehigh

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	WLEV-FM translator site 633 Court St. (Rooftop) Reading, PA	Berks
Borrower	WQXA-AM and WQXA-FM tower site Near Druck Valley Rd. Springettsbury Township, PA	York
Borrower	Lancaster sales office site 315 Primrose Ln., Suite 210 Mountville, West Hempfield Township, PA	Lancaster
Borrower	WHYL-AM tower site Off Route 81 Carlisle Borough and South Middleton Township, PA	Cumberland
Borrower	WXAR-FM current tower site Bald Mountain Near Scranton, PA	Lackawanna
Borrower	WXAR-FM future tower site Bald Mountain Near Scranton, PA	Lackawanna
Borrower	Former studio site and WCTP-FM tower site West Mountain Rd. Plymouth Township, PA	Luzerne
Borrower	WCTD-FM tower site Salem Rd. Carbondale Township, PA	Lackawanna
Borrower	WKJN-AM tower site Salem Rd. Carbondale Township	Lackawanna
Borrower	WCTO-FM tower site Salisbury Township, PA	Lehigh



**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	WMGS-FM and WBHT-FM tower site Hanover Township, PA	Luzerne
Borrower	Former studio site and WEMR-AM tower site Wilmar Acres Subdivision Tunkhannock, PA	Wyoming
Borrower	WHYL-FM tower site Sterretts Gap Rd. (Rt. 34) Middlesex Township, PA	Cumberland
<b>ARKANSAS</b>		
Borrower	KARN-FM tower site Pickthorne Rd. Cabot, AR	Lonoke
Borrower	KIPR-FM tower site East of U.S. 65 Jefferson, AR	Jefferson
Borrower	KOKY-FM tower site 1501 N. University Ave. Prospect Building Little Rock, AR	Pulaski
Borrower	KLAL-FM tower site 4100 McDonald Rd. East Little Rock, AR	Pulaski
Borrower	KURB-FM tower site 2 Tower Rd. Little Rock, AR	Pulaski
Borrower	KVLO-FM tower site West of Sardis Rd. near Mabelvale Rd. Near Sheridan, AR	Saline
Borrower	KURB-FM repeater site 2 Tower Rd. Little Rock, AR	Pulaski

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KARN-AM tower site E. 15 <sup>th</sup> St. North Little Rock, AR	Pulaski
Borrower	KKRN-FM tower site Highway 13 at Ball Rd. Humnoke, AR	Lonoke
Borrower	KAFN-FM tower site East of City at Channel 19 Mitchellville, AR	Desha
Borrower	KLIH-AM tower site 4800 Zeuber Rd. Little Rock, AR	Pulaski
Borrower	KAAY-AM tower site 5322 McDonald Rd. Wrightsville, AR	Pulaski
Borrower	e-Fortress site 124 Capitol, Suite 250 Little Rock, AR	Pulaski
<b>IDAHO</b>		
Borrower	KQFC-FM tower site Portion of Lot 2, Deer Point Community Antenna site Deer Point, ID	Boise
Borrower	KKGL-FM, KIZN-FM and KZMG-FM tower site Portions of Lots 4 and/or 6, Deer Point Community Antenna site Deer Point, ID	Boise
Borrower	KBOI-AM tower site 19000 S. Cloverdale Rd. Kuna, ID	Ada

**MICHIGAN**

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	WSGW-AM tower site 7000 Uncle Henry Rd. Blumfield Township, MI	Saginaw
Borrower	WGER-FM tower site 1795 Hiawatha Dr. Carollton Township, MI	Saginaw
Borrower	WKQZ-FM and WYLZ-FM tower site 3685 Garfield Rd. Mt. Forest Township, MI	Bay
Borrower	WIOG-FM tower site 5665 Becker Rd. Buena Vista Township, MI	Saginaw
Borrower	WILZ-FM tower site 1650 Treanor Saginaw, MI	Saginaw
<b>LOUISIANA</b>		
Borrower	WXOK-AM tower site Rosedale St. and North Jefferson Ave. Port Allen, LA	West Baton Rouge Parish
Borrower	WIBR-AM tower site State Highway #987-3 Port Allen, LA	West Baton Rouge Parish
Borrower	KQXL-FM tower site 4342 Spur Ln. Zachary, LA	East Baton Rouge Parish
Borrower	KOOJ-FM tower site Sections 25 and/or 36, Township 8 South, Range 9 East Located in the Atchufalaya River Basin, LA	Iberville Parish
Borrower	KOOJ-FM satellite dish site 8550 United Plaza Blvd. (Rooftop) Baton Rouge, LA	East Baton Rouge Parish

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	KFXZ-FM tower site Section 19, Township 11 South, Range 3 East East Leroy, LA	Vermillion Parish
Borrower	KNEK-FM tower site Smittys Rd. Sunset, LA	St. Landry Parish
Borrower	KRRQ-FM tower site Section 17, Township 8 South, Range 3 East Church Point, LA	Acadia Parish
Borrower	WEMX-FM tower site 6627 Gilead Rd. Clinton, LA	East Feliciana Parish
Borrower	WCAC-FM tower site 14445 Dallas Dr. Walker, LA	Livingston Parish
Borrower	Former studio site and KNEK-AM tower site Parish Rd. 5-23 Opelousas, LA	St. Landry Parish

**SOUTH CAROLINA**

Borrower	WSUY-FM tower site Seewee Rd. Awendaw, SC	Charleston
Borrower	WSSX-FM tower site Rifle Range Rd. Mount Pleasant, SC	Charleston
Borrower	WNKT-FM tower site State Highway S-18-50 Ridgeville, SC	Dorchester
Borrower	WWWZ-FM tower site Rd. 33, Clements Ferry Business Park Cainhoy, SC	Berkeley

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	WMGL-FM tower site Highway 17 South Ravenel, SC	Charleston
Borrower	WWZ-FM microwave site 2045 Spalding Dr. North Charleston, SC	Charleston
Borrower	WWZ-FM microwave site Rd. 33, Clements Ferry Business Park Cainhoy, SC	Berkeley
Borrower	WTMZ-AM tower site 4241 O'Hear Ave. North Charleston, SC	Charleston
Borrower	WXTC-AM tower site Orange Branch and Eaton Rds. Charleston, SC	Charleston
	<b>NEW YORK<sup>(1)</sup></b>	
Borrower	WHWK-FM tower site, WNBF-AM non- directional antenna site and WNBF-AM, WHWK-FM and WYOS-FM transmitter building site Ingraham Hill Rd. Binghamton, NY	Broome
Borrower	WAAL-FM tower site Ingraham Hill Rd. Binghamton, NY	Broome
Borrower	WNBF-AM tower site Ingraham Hill Rd. Binghamton, NY	Broome
	<b>INDIANA</b>	
Borrower	WWKI-FM tower site County Rd. 200 S. and State Rd. 19 Taylor Township, IN	Howard

**PERFECTION CERTIFICATE**

**Schedule 2(C)**

(cont.)

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	WMDH-FM tower site R. R. 1, Prairie Rd. Springport, IN	Henry
	<b>MAINE</b>	
Borrower	WBLM-FM tower site Raymond, ME	Cumberland
Borrower	WCYY-FM tower site Route 1 Saco, ME	York
Borrower	WCYI-FM tower site South Oak Hill Rd. Litchfield, ME	Kennebec
Borrower	WBLM-FM auxiliary site Gloucester Hill New Gloucester, ME	Cumberland
Borrower	WJBQ-FM tower site Eagle's Nest Rd. Grey, ME	Cumberland
Borrower	WXBB-FM tower site Summit of Third Hill off Brixham Rd. Eliot, ME	York
Borrower	Former studio site and WCLZ-FM tower site 18 Lamb Farm Rd. Brunswick, ME	Cumberland
	<b>NEW HAMPSHIRE</b>	
Borrower	WHOM-FM tower site Summit of Mt. Washington Mt. Washington (Sargent Purchase), NH	Coos
Borrower	WXBP-FM tower site Chase Way Seabrook, NH	Rockingham

# PERFECTION CERTIFICATE

## Schedule 2(C)

(cont.)

<u>Grantor</u>	<u>Address</u>	<u>County</u>
Borrower	WOKQ-FM sales office site 889 Elm St. Manchester, NH	Hillsborough
Borrower	WOKQ-FM repeater site Fort Mountain Epsom, NH	Merrimack
Borrower	WOKQ-FM translator site 1000 Elm St. Manchester, NH	Hillsborough
Borrower	WPKQ-FM additional studio site 2617 White Mountain Highway North Conway, NH	Carroll
Borrower	WPKQ-FM transmitter site Summit of Mt. Washington Mt. Washington (Sargent Purchase), NH	Coos
Borrower	WOKQ-FM tower site Old Green Hill and Tolend Rds. Barrington, NH	Strafford

<sup>(1)</sup>Listing does not include additional location set forth in Schedule 3.20(a), Item 2 of the Credit Agreement.

**PERFECTION CERTIFICATE**

**Schedule 2(D)**

<b><u>Grantor</u></b>	<b><u>Address</u></b>	<b><u>County</u></b>
Borrower	<b>COLORADO</b> Former studio site 411 Lakewood Circle, Suite C-105 Colorado Springs, CO	El Paso
Borrower	<b>PENNSYLVANIA</b> Former studio site 236 West Broad St. Suite 710 Hazelton, PA	Luzerne
Borrower	Former studio site 1703 Walnut Bottom Rd. Middlesex Township, PA	Cumberland
Borrower	<b>LOUISIANA</b> Former studio site 6819 Cezanne Ave. Baton Rouge, LA	East Baton Rouge Parish
Borrower	Former studio site 8641 United Plaza Blvd. Suite 208 Baton Rouge, LA	East Baton Rouge Parish
Borrower	<b>ARKANSAS</b> Former studio site 4021 W. 8 <sup>th</sup> St. Little Rock, AR	Pulaski
Borrower	<b>ARIZONA</b> *Former corporate offices 140 South Ash Ave. Tempe, AZ	Maricopa

\* Collateral at this location is subject to sale at end of sublease.



**PERFECTION CERTIFICATE**

**Schedule 2(E)**

**Grantor**

**Mailing Address**

**County**

Citadel,  
Borrower and CLI

1015 Eastman Drive  
Bigfork, MT 59911  
(Collateral; miscellaneous  
office equipment in the home  
office of Lawrence Wilson)

Flathead

Also see matters and locations disclosed in the footnotes to Schedule 1.01(b) of the Credit Agreement.

# PERFECTION CERTIFICATE

## Schedule 4(A)

n search results to be attached by C.S&M]

**PERFECTION CERTIFICATE**

**Schedule 4(B)**

[Financing statements from lien search results to be attached by C,S&M]

**PERFECTION CERTIFICATE**

**Schedule 5**

[Copy of each UCC-1 financing statement to be attached by C.S&M]

**PERFECTION CERTIFICATE**

**Schedule 6**

[Listing of filings and filing offices to be prepared by search company selected by C,S&M]

# PERFECTION CERTIFICATE

## Schedule 8

### A. Equity Interests of Borrower and CLI

#### 1. Borrower

The Borrower has authorized 136,300 shares of common stock, \$.001 par value, and has issued and outstanding 45,000 shares, all of which is owned of record by Citadel. The Amendment to Certificate of the Designations, Voting Powers Preferences and Relative, Participating, Optional and Other Special Rights and Qualifications, Limitations or Restrictions of the 13¼% Series A Exchangeable Preferred Stock and the 13¼% Series B Exchangeable Preferred Stock of Citadel Broadcasting Company authorizes the issuance of 2,000,000 shares of each of the Borrower's Series A and Series B 13¼% Exchangeable Preferred Stock. On July 3, 1997, Borrower issued 1,000,000 shares of the Series A 13¼% Exchangeable Preferred Stock ("Series A Stock"), and, on January 1, 1998, Borrower issued an additional 65,514 shares of Series A Stock as in-kind dividends. On January 29, 1998, all but 7 shares of the Series A Stock were exchanged for a like number of 13¼% Series B Exchangeable Preferred Stock ("Series B Stock"). On each of July 1, 1998, January 1, 1999 and July 1, 1999, additional shares of Series A Stock and Series B Stock were issued as in-kind dividends. On August 2, 1999, Borrower redeemed all then-outstanding shares of Series A Stock (8,48555 shares) and 452,060.10905 shares of Series B Stock. Currently, 839,555.9609 shares of Series B Stock are outstanding. The Borrower's Board of Directors has declared an in-kind dividend of an aggregate of 55,620.5891 shares of Series B Stock payable on January 1, 2000.

#### 2. CLI

CLI has authorized 40,000 shares of common stock, \$.001 par value, and has issued and outstanding 40,000 shares, all of which are owned of record by the Borrower.

### B. Equity Investments of Citadel, Borrower and or CLI<sup>(1)</sup>

1. 8,499 shares of class A common stock of Lamonts Apparel, Inc.
2. 31 shares of cumulative preferred stock of Trans World Airlines, Inc.
3. 394 shares of capital stock of Broadcast Music, Inc.
4. 50,000 shares of common stock of USA Digital Radio, Inc.
5. 46 shares of common stock of Warehouse Entertainment, Inc.

See also Schedule II to the Pledge Agreement.

<sup>(1)</sup> Notwithstanding anything to the contrary in the Loan Documents, the Pledge Agreement or the Perfection Certificate, Grantors make no representation or warranty that the equity investments set forth herein can be pledged to or for the benefit of the Lenders.

# PERFECTION CERTIFICATE

## Schedule 9

### A. Notes Held by Citadel and Subsidiaries

1. Amended and Restated Promissory Note dated October 28, 1998 in the amount of \$47,500 by LifeTalk Broadcasting Association in favor of the Borrower.
2. Term Promissory Note dated April 23, 1998 in the amount of \$30,000 by Scott K. and Kathryn L. Smith in favor of the Borrower.
3. The Borrower from time-to-time makes advances to certain employees which are not evidenced by promissory notes.

### B. Intercompany Notes

None.

### C. Other

See matters disclosed in the footnotes to Schedule 1.01(b) of the Credit Agreement.

# PERFECTION CERTIFICATE

## Schedule 10

### A. Advances

As Citadel is a holding company without assets, the Borrower pays all expenses and debt incurred by Citadel. Such payments are not repaid by Citadel and are recorded as a receivable on the financial statements of the Borrower and as a payable on the financial statements of Citadel. Such payments have no net effect upon the consolidated financial statements of Grantors. Notwithstanding anything to the contrary in the Loan Documents, the Pledge Agreement or the Perfection Certificate, neither Citadel nor the Borrower shall be required to evidence such transactions by intercompany notes pledged to the Collateral Agent.

### B. Unpaid Intercompany Transfers

None, except as set forth in Item A. above.



# PERFECTION CERTIFICATE

## Schedule 11

<u>Property Location</u>	<u>Recording Office</u>	<u>Record Owner</u>
1. Former studio site 6228 South Regal Spokane, WA Spokane County	Spokane County Auditor Spokane, WA	Borrower
2. Spokane Stations' studio site East 1601 57 <sup>th</sup> Ave. Spokane, WA Spokane County	Spokane County Auditor Spokane, WA	Borrower
3. KKOH-AM tower site 7800 Chickadee Dr. Rural Location in NV Washoe County	Washoe County Recorder Reno, NV	Borrower
4. KBEE-AM tower site 1493 West Crystal Ave. West Valley City, UT Salt Lake County	Salt Lake County Recorder Salt Lake City, UT	Borrower
5. KGA-AM/KJRB-AM tower site 1505 East Stutler Rd. Spokane, WA Spokane County	Spokane County Recorder Spokane, WA	Borrower
6. KHKK-FM tower site 32322 South Corral Hollow Rd. Tracy, CA San Joaquin County	San Joaquin County Recorder Stockton, CA	Borrower
7. KKOB-AM tower site 1718 West Alameda Santa Fe, NM Santa Fe County	Santa Fe County Clerk Santa Fe, NM	Borrower

**PERFECTION CERTIFICATE**

**Schedule 11**

(cont.)

<b><u>Property Location</u></b>	<b><u>Recording Office</u></b>	<b><u>Record Owner</u></b>
8. KKOB-AM tower site North Alameda St. and 2 <sup>nd</sup> St., N.W. Albuquerque, NM Bernalillo County	Bernalillo County Clerk Albuquerque, NM	Borrower
9. Providence Station's studio site and WPRO-AM tower site 1502 Wampanoag Trail East Providence, RI Providence and Bristol Counties	East Providence City Clerk East Providence, RI	Borrower
10. WPRO-FM tower site and WHCK-FM hop site Ipswich St. Johnston, RI Providence County	Johnston Town Clerk Johnston, RI	Borrower
11. WSKO-AM tower site One Dexter St. Omega Pond East Providence, RI Providence County	East Providence City Clerk East Providence, RI	Borrower
12. Harrisburg/Carlisle and York Stations' studio site/WRKZ-FM tower site 919 Buckingham Blvd. (f/k/a Radio Road) Elizabethtown, PA Lancaster County	Lancaster County Recorder of Deeds Lancaster, PA	Borrower
13. WCTO-FM tower site Salisbury Township, PA Lehigh County	Lehigh County Recorder of Deeds Allentown, PA	Borrower
14. WMGS-FM and WBHT-FM tower site Hanover Township, PA Luzerne County	Luzerne County Recorder of Deeds Wilkes-Barre, PA	Borrower

# PERFECTION CERTIFICATE

## Schedule 11

(cont.)

<u>Property Location</u>	<u>Recording Office</u>	<u>Record Owner</u>
15. Former studio site 4021 W. 8 <sup>th</sup> St. Little Rock, AR Pulaski County	Pulaski County Circuit Clerk Little Rock, AR	Borrower
16. KARN-AM tower site E. 15 <sup>th</sup> St. North Little Rock, AR Pulaski County	Pulaski County Circuit Clerk Little Rock, AR	Borrower
17. KKRN-FM tower site Highway 13 at Ball Rd. Humnoke, AR Lonoke County	Lonoke County Circuit Clerk Lonoke, AR	Borrower
18. KAFN-FM tower site East of City at Channel 19 Mitchellville, AR Desha County	Desha County Circuit Clerk Arkansas City, AR	Borrower
19. KFNZ-AM tower site 1181 W. Bullion St. Murray, UT Salt Lake County	Salt Lake County Recorder Salt Lake City, UT	Borrower
20. KLIH-AM tower site 4800 Zeuber Rd. Little Rock, AR Pulaski County	Pulaski County Circuit Clerk Little Rock, AR	Borrower
21. Former studio site and WEMR-AM tower site Wilmar Acres Subdivision Tunkhannock, PA Wyoming County	Wyoming County Recorder of Deeds Tunkhannock, PA	Borrower
22. Boise Stations' studio site 1419 W. Bannock St. Boise, ID Ada County	Ada County Clerk and Recorder Boise, ID	Borrower

# PERFECTION CERTIFICATE

## Schedule 11

(cont.)

<u>Property Location</u>	<u>Recording Office</u>	<u>Record Owner</u>
23. KBOI-AM tower site 19000 S. Cloverdale Rd. Kuna, ID Ada County	Ada County Clerk and Recorder Boise, ID	Borrower
24. Former studio site and WCTP-FM tower site West Mountain Rd. Plymouth Township, PA Luzerne County	Luzerne County Recorder of Deeds Wilkes-Barre, PA	Borrower
25. WCTD-FM tower site Salem Rd. Carbondale Township, PA Lackawanna County, PA	Lackawanna County Recorder of Deeds Scranton, PA	Borrower
26. WKJN-AM tower site Salem Rd. Carbondale Township Lackawanna County	Lackawanna County Recorder of Deeds Scranton, PA	Borrower
27. KAAY-AM tower site 5322 McDonald Rd. Wrightsville, AR Pulaski County	Pulaski County Circuit Clerk Little Rock, AR	Borrower
28. WSGW-AM/WIOG-FM studio and STL site 1795 Tittabawassee Rd. Carrollton Township, MI Saginaw County	Saginaw County Register of Deeds Saginaw, MI	Borrower
29. WSGW-AM tower site 7000 Uncle Henry Rd. Blumfield Township, MI Saginaw County	Saginaw County Register of Deeds Saginaw, MI	Borrower
30. WGER-FM tower site 1795 Hiawatha Dr. Carrollton Township, MI Saginaw County	Saginaw County Register of Deeds Saginaw, MI	Borrower

# PERFECTION CERTIFICATE

## Schedule 11

(cont.)

<u>Property Location</u>	<u>Recording Office</u>	<u>Record Owner</u>
31. WKQZ-FM and WYLZ-FM tower site 3685 Garfield Rd. Mt. Forest Township, MI Bay County	Bay County Register of Deeds Bay City, MI	Borrower
32. Former studio site 1703 Walnut Bottom Rd. Middlesex Township, PA Cumberland County	Cumberland County Recorder of Deeds Carlisle, PA	Borrower
33. WHYL-FM tower site Sterretts Gap Rd. (Rt. 34) Middlesex Township, PA Cumberland County	Cumberland County Recorder of Deeds Carlisle, PA	Borrower
34. WEMX-FM tower site 6627 Gilead Rd. Clinton, LA East Feliciana Parish	East Feliciana Parish Clerk of Court Clinton, LA	Borrower
35. WCAC-FM tower site 14445 Dallas Dr. Walker, LA Livingston Parish	Livingston Parish Clerk of Court Livingston, LA	Borrower
36. Former studio site and KNEK-AM tower site Parish Rd. S-23 Opelousas, LA St. Landry Parish	St. Landry Parish Clerk of Court Opelousas, LA	Borrower
37. Former studio site 6819 Cezanne Ave. Baton Rouge, LA East Baton Rouge Parish	East Baton Rouge Parish Clerk of Court Baton Rouge, LA	Borrower
38. KTWK-AM tower site 17215 Thompson Rd. Black Forest, CO El Paso County	El Paso County Clerk and Recorder Colorado Springs, CO	Borrower

# PERFECTION CERTIFICATE

## Schedule 11

(cont.)

<u>Property Location</u>	<u>Recording Office</u>	<u>Record Owner</u>
39. WTMZ-AM tower site 4241 O'Hear Ave. North Charleston, SC Charleston County	Charleston County Register of Mesne Conveyances Charleston, SC	Borrower
40. WXTC-AM tower site Orange Branch and Eaton Rds. Charleston, SC Charleston County	Charleston County Register of Mesne Conveyances Charleston, SC	Borrower
41. WNBF-AM tower site Ingraham Hill Rd. Binghamton, NY Broome County	Broome County Clerk Binghamton, NY	Borrower
42. WWKI-FM studio site 519 N. Main St. Kokomo, IN Howard County	Howard County Recorder Kokomo, IN	Borrower
43. WWKI-FM tower site County Rd. 200 S. and State Rd. 19 Taylor Township, IN Howard County	Howard County Recorder Kokomo, IN	Borrower
44. Muncie studio site and WMDH-AM tower site 1134 W. State Rd. 38 New Castle, IN Henry County	Henry County Recorder New Castle, IN	Borrower
45. WMDH-FM tower site R. R. 1, Prairie Rd. Springport, IN Henry County	Henry County Recorder New Castle, IN	Borrower

**PERFECTION CERTIFICATE**

**Schedule 11**

(cont.)

<b><u>Property Location</u></b>	<b><u>Recording Office</u></b>	<b><u>Record Owner</u></b>
46. Former studio site and WCLZ-FM tower site 18 Lamb Farm Rd. Brunswick, ME Cumberland County	Cumberland County Register Borrower of Deeds Portland, ME	
47. WHOM-FM and WJBQ-FM studio site 583 Warren Ave. Portland, ME Cumberland County	Cumberland County Register Borrower of Deeds Portland, ME	
48. Dover Stations' studio site and WOKQ-FM and WXBB-FM auxiliary tower site 292 Middle Rd. Dover, NH Strafford County	Strafford County Register of Deeds Dover, NH	Borrower
49. WOKQ-FM tower site Old Green Hill and Tolend Rds. Barrington, NH Strafford County	Strafford County Register of Deeds Dover, NH	Borrower
50. Little Rock Stations' studio site 700 Wellington Hills Little Rock, AR Pulaski County	Pulaski County Circuit Clerk Little Rock, AR	Borrower