

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): REGENT COMMUNICATIONS, INC. , a Delaware corporation	
All Prior Bankruptcy Cases Filed Within Last 8 Years If more than two, attach additional sheet.)			
Location Where Filed:	Case Number	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Addendum Attached Hereto	Case Number:	Date Filed;	
District:	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor – Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).			

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): REGENT COMMUNICATIONS, INC. , a Delaware corporation
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Representative)</p> <p>X _____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X _____ Signature of Attorney for Debtor(s)</p> <p>Michael R. Nestor (No. 3526) YOUNG CONAWAY STARGATT & TAYLOR LLP 1100 West Street, 17th Floor Wilmington, Delaware 19801 Telephone: (302) 571-6600 Facsimile: (302) 571-1253 Email: mnestor@ycst.com and Josef S. Athanas Caroline A. Reckler LATHAM & WATKINS LLP 233 S. Wacker Drive, Suite 5800 Chicago, IL 60606 Telephone: (312) 876-7700 Facsimile: (312) 993-9767 E-mail: caroline.reckler@lw.com</p> <p>Date <u>3-1-10</u>, 2010</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual Anthony A. Vasconcellos Executive Vice President, Chief Financial Officer</p> <p>Date: <u>3-1</u>, 2010</p>	<p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>

Addendum to the Voluntary Petition

Pending Bankruptcy Cases Filed By Any Spouse, Partner Or Affiliate Of This Debtor:

On the date hereof, each of the affiliated entities listed below (including the Debtor in this chapter 11 case) filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware.

Regent Communications, Inc.
B & G Broadcasting, Inc.
Livingston County Broadcasters, Inc.
Regent Broadcasting, LLC
Regent Broadcasting Management, LLC
Regent Broadcasting Midwest, LLC
Regent Broadcasting of Albany, Inc.
Regent Broadcasting of Bloomington, Inc.
Regent Broadcasting of Buffalo, Inc.
Regent Broadcasting of Chico, Inc.
Regent Broadcasting of Duluth, Inc.
Regent Broadcasting of El Paso, Inc.
Regent Broadcasting of Erie, Inc.
Regent Broadcasting of Evansville/Owensboro, Inc.
Regent Broadcasting of Flagstaff, Inc.
Regent Broadcasting of Flint, Inc.
Regent Broadcasting of Ft. Collins, Inc.
Regent Broadcasting of Grand Rapids, Inc.
Regent Broadcasting of Kingman, Inc.
Regent Broadcasting of Lafayette, LLC
Regent Broadcasting of Lake Tahoe, Inc.
Regent Broadcasting of Lancaster, Inc.
Regent Broadcasting of Lexington, Inc.
Regent Broadcasting of Mansfield, Inc.
Regent Broadcasting of Palmdale, Inc.
Regent Broadcasting of Peoria, Inc.
Regent Broadcasting of Redding, Inc.

Regent Broadcasting of San Diego, Inc.
Regent Broadcasting of South Carolina, Inc.
Regent Broadcasting of St. Cloud, Inc.
Regent Broadcasting of St. Cloud II, Inc.
Regent Broadcasting of Utica/Rome, Inc.
Regent Broadcasting of Watertown, Inc.
Regent Broadcasting West Coast, LLC
Regent Licensee of Chico, Inc.
Regent Licensee of Erie, Inc.
Regent Licensee of Flagstaff, Inc.
Regent Licensee of Kingman, Inc.
Regent Licensee of Lake Tahoe, Inc.
Regent Licensee of Lexington, Inc.
Regent Licensee of Mansfield, Inc.
Regent Licensee of Palmdale, Inc.
Regent Licensee of Redding, Inc.
Regent Licensee of San Diego, Inc.
Regent Licensee of South Carolina, Inc.
Regent Licensee of St. Cloud, Inc.
Regent Licensee of Utica/Rome, Inc.
Regent Licensee of Watertown, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
REGENT COMMUNICATIONS, INC.,
Debtor.

Chapter 11
Case No. 10-____ (____)
Joint Administration Pending

EXHIBIT "A" TO VOLUNTARY PETITION

1. Debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934. Its SEC File Number is 000-29079.

2. The following financial data refers to the Debtors' condition on a consolidated basis as of January 31, 2010.

- | | |
|--|-----------------------------|
| a. Total assets | Approximately \$166,506,000 |
| b. Total debts (including debts listed in 2.c., below) | Approximately \$211,282,000 |
| c. Debt securities held by more than 500 holders: | None. |

		Approximate number of institutional investor holders
Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Subordinated <input type="checkbox"/>	\$ <u>N/A</u>	<u>N/A</u>
Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Subordinated <input type="checkbox"/>	\$ <u>N/A</u>	<u>N/A</u>
Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> Subordinated <input type="checkbox"/>	\$ <u>N/A</u>	<u>N/A</u>
d. Number of shares of Series J Preferred Stock	<u>0</u>	<u>x 0</u>
e. Number of shares of Common Stock	<u>43,005,020*</u>	<u>x 46**</u>

* as of February 20, 2010.

** as of December 24, 2009.

3. Brief description of debtors' business:

Regent Communications, Inc. is a radio broadcasting company that acquires, develops, and operates radio stations. There are 47 subsidiary entities with 62 radio stations in markets in Colorado, Illinois, Indiana, Kentucky, Louisiana, Michigan, Minnesota, New York, and Texas. Regent Communications, Inc. focuses on radio stations in mid-sized market that are diversified in terms of geographic location, target demographics and format in order to minimize the effects of downturns in specific markets and changes in format preferences.

4. List the names of any persons who directly or indirectly owns, controls or holds, with power to vote, 5% or more of the voting securities of debtors:

Holder	Class of Shares	Number of Shares of Common Stock Owned	Percent of Common Stock Owned
Entities affiliated with John J. Ahn c/o Bryant Riley 11100 Santa Monica Blvd., Suite 800 Los Angeles, California 90025	Common	4,155,129	9.66
Entities affiliated with Bryant Riley 11100 Santa Monica Blvd., Suite 800 Los Angeles, California 90025	Common	4,119,629	9.58
Entities affiliated with Lloyd I. Miller, III 4550 Gordon Drive Naples, Florida 34102	Common	2,986,929	6.95
Entities affiliated with John H. Wyant 1100 Chiquita Center 250 East Fifth Street Cincinnati, Ohio 45202	Common	2,975,877	6.92
Entities affiliated with Blue Chip Venture Company, Ltd. 1100 Chiquita Center 250 East Fifth Street Cincinnati, Ohio 45202	Common	2,945,877	6.85
HJH Partners, LLC 8 Sound Shore Drive, Suite 265 Greenwich, CT 06830	Common	2,845,452	6.62
Entities affiliated with Don A. Sanders 600 Travis, Suite 3100 Houston, Texas 77002	Common	2,671,479	6.21
Entities affiliated with Dimensional Fund Advisors LP Palisades West, Building One 6300 Bee Cave Road Austin, Texas 78746	Common	2,213,848	5.15

REGENT COMMUNICATIONS, INC

SECRETARY'S CERTIFICATE

I, Ginger A. Scherbarth, do hereby certify that I am duly elected, qualified and acting Director, Human Resources and Corporate Secretary of Regent Communications, Inc., a Delaware corporate (the "Company"), authorized to execute this certificate on behalf of the Board of Directors of the Company at a meeting held on February 28, 2010. Such resolutions have been entered into the corporate records of the Company and have not been amended or revoked and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 28th day of February, 2010.

REGENT COMMUNICATIONS, INC.

By: Ginger Scherbarth

Name: Ginger A. Scherbarth

Title: Director, Human Resources and Corporate Secretary

**RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS OF
REGENT COMMUNICATIONS, INC.**

February 28, 2010

Restructuring Transactions Generally

WHEREAS, due to uncertain business, economic and financial conditions generally, and the radio broadcasting industry more particularly, and the impact of such conditions on the business and financial conditions of Regent Communications, Inc., a Delaware corporation (the "Corporation"), in December of 2009, the Board of Directors of the Corporation (the "Board") determined to review a possible restructuring or other strategic alternative involving the Corporation (the "Possible Restructuring Alternatives");

WHEREAS, the Corporation is party to that certain Credit Agreement, dated as of November 21, 2006 (as amended, modified, supplemented, or waived from time to time, the "Prepetition Credit Agreement"), by and among Regent Broadcasting, LLC, a wholly-owned subsidiary of the Corporation, as borrower, the guarantors party thereto (including, the Corporation), Bank of America, N.A., as administrative agent and issuing lender ("BofA"), and the banks and other financial institutions from time to time party thereto, as lenders (the "Prepetition Credit Facility Lenders"), providing for a maximum revolving credit facility, an initial senior secured Term B Loan, and a senior secured delayed draw term loan facility;

WHEREAS, the Corporation, together with its subsidiaries, is party to certain Specified Swap Agreements (collectively, the "Specified Swap Agreements"), including: (i) those certain Confirmations dated December 4, 2006 and December 16, 2006, between BofA and the Corporation, as amended, (ii) those certain Confirmations of Swap Transactions, dated December 4, 2006 and December 15, 2006, between Suntrust ("Suntrust") and the Corporation, as amended, and (iii) that certain Confirmation dated December 5, 2006, and that certain ISDA Master Agreement dated as of January 12, 2007, in each case between Bank of Montreal ("Bank of Montreal" and, together with BofA and Suntrust, the "Swap Counterparties", and together with the Prepetition Credit Facility Lenders, the "Prepetition Lenders"), Regent Broadcasting, LLC, as amended;

WHEREAS, the Board has reviewed the materials presented by management and the outside financial and legal advisors of the Corporation regarding the Corporation's financial condition, capital structure, liquidity position, business model and projections, short term and long term prospects, the possible restructuring alternatives available to it, and the impact of the foregoing on its businesses;

WHEREAS, the Board has determined that it is advisable and in the best interests of the Corporation, its creditors, stockholders and other interested parties, that it authorize and approve a restructuring transaction involving the Corporation and its subsidiaries (the "Restructuring Transaction") that provides for, among other things:

- a reorganization of the Corporation and its subsidiaries through the filing of voluntary petitions for relief under the provisions of Title 11 of the United States Code, Sections 101 *et seq.* (the “Bankruptcy Code”) on the terms and conditions set forth in the Restructuring Term Sheet attached hereto as Exhibit A (the “Restructuring Term Sheet”);
- a restructuring of the Prepetition Credit Agreement and Specified Swap Agreements on the terms and conditions set forth in the Terms of Senior Secured Term Loans attached hereto as Exhibit B, and Terms of PIK Loans attached hereto as Exhibit C;
- the execution of the Restructuring Support Agreement, in substantially the form attached hereto as Exhibit D (the “Support Agreement”), proposed to be entered into by the Corporation, its subsidiaries and certain of the Prepetition Lenders pursuant to which such Prepetition Lenders would agree, among other things, to vote in favor of the Restructuring Transaction in the Chapter 11 Case (as defined below); and
- the solicitation of votes for, and consummation of, a pre-negotiated Chapter 11 plan of reorganization of the Corporation and its subsidiaries pursuant to Chapter 11 of the Bankruptcy Code, in substantially the form attached hereto as Exhibit E (the “Plan”, and together with Exhibits A-D, the “Restructuring Transaction Documents”).

WHEREAS, the Board has determined that it is advisable and in the best interests of the Corporation, its creditors, stockholders and other interested parties, that to date the Restructuring Transaction is the best of the Possible Restructuring Alternatives in that it maximizes the value of the Corporation for all stakeholders generally and that the Corporation enter into the Restructuring Transaction, on the terms and conditions set forth in the Restructuring Transaction Documents.

NOW THEREFORE BE IT RESOLVED, that the Restructuring Transaction, on the terms and conditions set forth in the Restructuring Transaction Documents be, and hereby, is authorized and approved;

FURTHER RESOLVED, that each “proper officer” (as defined below) of the Corporation be, and each of them hereby is, authorized and directed, with full power of delegation, on behalf of and in the name of the Corporation, to document, execute, deliver and otherwise enter into the Restructuring Transaction Documents, as the same may be amended, supplemented or modified as such proper officers may consider necessary, proper or desirable, and/or on such other terms and conditions as such proper officers may consider necessary, proper or desirable, the execution thereof by such proper officers to be conclusive evidence of such determination, and to negotiate, document, execute and deliver such other documents and to take all other actions, in each case, as they or any of them shall deem necessary, proper or desirable to effect the Restructuring Transaction; provided, that the proper officers shall not approve any material amendments, supplements or modifications to, or other amendments, supplements or

modifications that are materially inconsistent with, the Restructuring Transaction or the Restructuring Transaction Documents without the prior approval of the Board of Directors;

Commencement of Bankruptcy Case

FURTHER RESOLVED, that the Corporation and each of its subsidiaries are hereby authorized and directed to file or cause to be filed voluntary petitions for relief under the provisions of Chapter 11 of the Bankruptcy Code (the case commenced thereby, the "Chapter 11 Case");

FURTHER RESOLVED, that each proper officer shall be, and each of them hereby is, authorized and directed on behalf of the Corporation to execute and verify said petition on behalf of and in the name of the Corporation under Chapter 11 of the Bankruptcy Code and to cause the same to be filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), in such form and at such time as the proper officer executing said petition shall determine;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation to execute and verify the necessary documents in connection with the commencement of the Chapter 11 Case in the name of the Corporation in such form and at such time as the proper officer executing said petition shall determine, and to take any necessary steps to coordinate each Chapter 11 case contemplated by the Corporation and its subsidiaries under the Bankruptcy Code;

Post-Petition Use of Cash Collateral

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to negotiate and take all actions necessary or appropriate for the Corporation to enter into one or more cash collateral agreements (collectively, the "Cash Collateral Documents") and, if appropriate, such loan agreements, documents, notes, guaranties, security agreements, pledge agreements and all other documents, agreements or instruments (collectively, the "Credit Documents"), in each case, as may be deemed necessary or appropriate by a proper officer;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed, with full power of delegation, on behalf of and in the name of the Corporation, to execute, verify and/or file, or cause to be filed and/or executed or verified (or direct others to do so on their behalf as provided herein) all necessary documents, including, without limitation, all Cash Collateral Documents, Credit Documents, petitions, affidavits, schedules, motions, lists, applications, pleadings and other papers, and in connection therewith to employ and retain all assistance by legal counsel, accountants or other professionals and to take any and all actions which the proper officer deems necessary and proper in connection with the Chapter 11 Case or with any cash collateral agreements contemplated hereby;

Post-Petition Credit Facilities

FURTHER RESOLVED, each proper officer be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to negotiate,

document, execute, deliver and otherwise enter into a restructuring of the Prepetition Credit Agreement and Specified Swap Agreements pursuant to a new first priority, senior secured term loan, (the "New Term Loan") and a new unsecured paid-in-kind loan (the "New PIK Loan"), and such related documents, guaranties, security agreements, pledge agreements, certificates, notes or instruments as such officers consider appropriate, on terms and conditions set forth in the term sheets attached hereto as Exhibits B and C, respectively, as otherwise amended, supplemented or modified as such proper officer may consider necessary, proper or desirable, and/or on such other terms and conditions as such proper officer may consider necessary, proper or desirable, the execution thereof by such proper officer to be conclusive evidence of such determination; provided, that the proper officer shall not approve any material amendments, supplements or modifications to, or other amendments, supplements or modifications to the New Term Loan or New PIK Loan that are generally inconsistent with, the Restructuring Transaction or the Restructuring Transaction Documents without the prior approval of the Board of Directors;

Retention of Professionals

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the law firms of Latham & Watkins LLP, 233 S. Wacker Drive, Chicago, IL 60606 and Young Conaway Stargatt & Taylor LLP ("Young Conaway"), 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899-0391 as attorneys for the Corporation in connection with the Chapter 11 Case and the negotiation of any Cash Collateral Documents and/or Credit Documents, as the case may be, and to take any and all actions to advance the Corporation's rights and obligations, including filing any pleadings, in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Latham & Watkins LLP and Young Conaway;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the financial services firm of Oppenheimer & Co. Inc. ("Oppenheimer"), as financial advisors for the Corporation in connection with the Chapter 11 Case and the negotiation of any Cash Collateral Documents and/or Credit Documents, as the case may be, and to take any and all actions to advance the Corporation's rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Oppenheimer;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the financial services firm of Financial Resource Associates, Inc. ("FRA"), as financial advisors for the Corporation in connection with the Chapter 11 Case and the negotiation of any Cash Collateral Documents and/or Credit Documents, as the case may be, and to take any and all

actions to advance the Corporation's rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of FRA;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the claims and noticing firm of Kurtzman Carson Consultants LLC ("KCC"), as claims agent for the Corporation in connection with the Chapter 11 Case and the negotiation of any Cash Collateral Documents and/or Credit Documents, as the case may be, and to take any and all actions to advance the Corporation's rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of KCC;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the firm of Ernst & Young LLP ("E&Y"), as tax advisors for the Corporation in connection with the Chapter 11 Case and the negotiation of any Cash Collateral Documents and/or Credit Documents, as the case may be, and to take any and all actions to advance the Corporation's rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of E&Y;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain the firm of Brainerd Communications, Inc. ("Brainerd"), as corporate communications consultants to represent and assist the Corporation in connection with the Chapter 11 Case, and to take any and all actions to advance the Corporation's rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Brainerd;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed, on behalf of and in the name of the Corporation, to employ any other professionals necessary to assist the Corporation in carrying out its duties under the Bankruptcy Code; and in connection therewith, the proper officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Chapter 11 Case and cause to be filed appropriate applications with the Bankruptcy Court for authority to retain the services of any other professionals, as necessary;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed on behalf of and in the name of the Corporation, to employ and retain such further legal, financial, accounting and bankruptcy services firms (together with Latham & Watkins LLP and its affiliates, Young Conaway, Oppenheimer, FRA, KCC, E&Y and Brainerd, the “Professionals”) as may be deemed necessary or appropriate by the proper officer;

General

FURTHER RESOLVED, that all acts lawfully done or actions lawfully taken by any officer of the Corporation or any of the Professionals to seek relief on behalf of the Corporation under Chapter 11 of the Bankruptcy Code or in connection with the Chapter 11 Case in connection with such proceedings, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed, with full power of delegation, on behalf of and in the name of the Corporation, to take or cause to be taken any and all such further action and to execute and deliver or cause to be executed or delivered all such further agreements, documents, certificates, motions, affidavits, applications for approvals or ruling of governmental or regulatory authorities, undertakings or other documents, and to incur all such fees and expenses, as in their judgment shall be necessary, appropriate or advisable to effectuate the purpose and intent of any and all of the foregoing resolutions;

FURTHER RESOLVED, that each proper officer be, and each of them hereby is, authorized and directed, with full power of delegation, on behalf of and in the name of the Corporation to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements or other writings referred to in the foregoing resolutions; and

FURTHER RESOLVED, that for the purposes of these resolutions, the “proper officers” of the Corporation shall be the Chief Executive Officer, President, Chief Financial Officer, Vice President (regardless of designation), Secretary, Treasurer, and any other designated officer of the Corporation.

Exhibit A

Restructuring Term Sheet

RESTRUCTURING TERM SHEET
FEBRUARY 28, 2010

THIS TERM SHEET (THE “TERM SHEET”) DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND/OR OTHER APPLICABLE LAWS. THIS TERM SHEET DOES NOT ADDRESS ALL MATERIAL TERMS AND CONDITIONS THAT WOULD BE REQUIRED IN CONNECTION WITH ANY POTENTIAL FINANCIAL RESTRUCTURING AND IS SUBJECT TO THE EXECUTION OF DEFINITIVE DOCUMENTATION IN FORM AND SUBSTANCE CONSISTENT WITH THIS TERM SHEET AND OTHERWISE ACCEPTABLE IN ALL RESPECTS TO THE REQUISITE CONSENTING LENDERS (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT TO WHICH THIS TERM SHEET IS ATTACHED) AND THE DEBTORS (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT TO WHICH THIS TERM SHEET IS ATTACHED).

This Term Sheet sets forth the principal terms of a proposed financial restructuring (the “Restructuring”) for the existing debt and other obligations of the Companies through a prearranged plan of reorganization of the Companies (a “Plan”) containing the terms and conditions described herein and other standard and customary provisions, including without limitation provisions concerning “pass-through” treatment for administrative and priority claims, trade payables and leases.

All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

GENERAL RESTRUCTURING TERMS

- CREDIT AGREEMENT:** The Credit Agreement dated November 21, 2006, among Parent, Borrower, Bank of America, N.A. (“BofA”) as administrative agent (“Administrative Agent”), BofA as issuing lender (“Issuing Lender”) and the other entities party thereto as lenders (“Lenders”), as heretofore amended.
- SPECIFIED SWAP AGREEMENTS:** The swap agreements currently outstanding with Lender Counterparties representing approximately \$12.1 million of liabilities owed by Borrower. All obligations under the Specified Swap Agreements are referred to herein as the “Specified Swap Obligations”.
- LENDER COUNTERPARTIES:** BofA, Suntrust, Bank of Montreal and their respective successors and permitted assigns.
- PARENT:** Regent Communications, Inc.
- BORROWER:** Regent Broadcasting, LLC
- COMPANIES:** Parent, Borrower and all subsidiaries of Borrower.
- REORGANIZED PARENT:** Parent as reorganized in connection with the Restructuring, a successor thereto or a newly formed company to be formed for the purpose of owning the Companies.
- REORGANIZED BORROWER:** Borrower as reorganized in connection with the Restructuring or a successor thereto.
- NEW EQUITY:** 100% of all equity of Reorganized Parent as of the effective date of the Plan (the “Effective Date”). The New Equity will be structured in a manner reasonably acceptable to the Requisite Consenting Lenders (as defined in the Restructuring Support Agreement), including (without limitation) limitations on certain fundamental actions, and so as to ensure, by way of limited voting rights, that the holders thereof (other than Oaktree Capital Management, L.P. and its controlled affiliates (collectively, “Oaktree”)) will hold a “nonattributable” interest in the Companies under applicable FCC rules and policies. In addition, to the extent any Consenting Lender's direct or indirect owners include entities or persons which would be included in the calculation of foreign ownership for purposes of Section 310(b) of the Communications Act of 1934, as amended, and the FCC's rules and policies promulgated thereunder, such Consenting Lender may, if requested by Oaktree, be required to receive a warrant for New Equity in lieu of New Equity in order to satisfy FCC foreign ownership limitations. Finally, the Reorganized Parent and the holders of the New Equity will be required to enter into definitive investment agreements providing for, subject to customary exceptions, tag-along rights on transfers by Oaktree, preemptive rights on equity issuances (subject to certain exceptions reasonably acceptable to the Requisite Consenting Lenders), demand and piggyback registration rights and transfer restrictions, as well as drag-along provisions in favor of Oaktree, in each case in form and substance reasonably acceptable to the Requisite Consenting Lenders.

- RESTRUCTURING:** The Commitments under the Credit Agreement will be terminated. All Obligations (as defined in the Credit Agreement), including all Loans under the Credit Agreement and the Specified Swap Obligations, will be exchanged for the following, allocated among the applicable Secured Parties on a pro rata basis:
- \$95 million of Senior Secured Term Loans incurred by Reorganized Borrower on substantially the terms set forth below,
 - \$25 million of PIK Loans incurred by Reorganized Borrower on substantially the terms set forth below, and
 - 100% of the New Equity issued by Reorganized Parent, which will be subject to dilution by the Management Equity Incentive Program described below and future post-Restructuring issuances.
- UNSECURED CLAIMS:** The Lenders shall waive their deficiency claims against the Debtors. All other unsecured claims shall be paid in full in cash on or prior to the Effective Date.
- EXISTING EQUITY:** The Plan shall provide that the Secured Parties will make a gift of, or allow the Companies to distribute from the Secured Parties' collateral, \$5.5 million to the current shareholders of Parent on a pro rata basis. Upon distribution of such amount, the outstanding shares of Parent will be cancelled.
- COMPENSATION PLANS:** The Plan shall provide that the Companies assume the (i) existing employment agreements of Anthony A. Vasconcellos and William L. Stakelin, as amended on February 28, 2010 (the "Employment Agreements"), (ii) 2004 Corporate Employee Retention and Severance Plan, (iii) 2010 Special Bonus Plan with bankruptcy incentives as adopted by the board in December 2009, and (iv) Regent Communications, Inc. Deferred Compensation Plan.
- MANAGEMENT EQUITY INCENTIVE PROGRAM:** Options, equity or other equity-based grants equal to 8% of the total New Equity on a fully diluted basis will be reserved for a management equity incentive plan, the specific terms of which will be determined by the board of Reorganized Parent.
- EXECUTORY CONTRACTS AND UNEXPIRED LEASES:** Executory contracts and unexpired leases shall be assumed or rejected pursuant to a schedule to be attached to the Plan Supplement, which shall be acceptable in all respects to the Requisite Consenting Lenders in their sole discretion, including any amendments prior to the Effective Date.
- PRIVATE COMPANY:** The Reorganized Parent would not be listed on a national securities exchange or be an SEC-reporting company.
- RELEASES:** To the extent allowable by law, the Plan will contain customary releases and other exculpatory provisions in favor of (i) the Company, its present directors, officers and professional advisors and (ii) the Consenting

Lenders, their respective directors, officers, partners, members, representatives, employees, professional advisors and other parties to be agreed upon by the Borrower and the Requisite Consenting Lenders.

**EXPENSE
REIMBURSEMENT:**

All reasonable and documented out-of-pocket expenses of the Requisite Consenting Lenders, their counsel (including but not limited to, Kirkland & Ellis LLP, Drinker Biddle & Reath LLP and Finn Dixon & Herling LLP) and their financial advisor shall be paid in full in cash.

Exhibit B

Terms of Senior Secured Term Loans

TERMS OF SENIOR SECURED TERM LOANS

PRINCIPAL AMOUNT:	\$95 million
AGENT:	To be determined.
MATURITY DATE:	4 years from the Effective Date.
RATE:	One-month LIBOR plus 4.0% and, upon an event of default, increased to one-month LIBOR plus 6.0%; <u>provided</u> that, in each case, there shall be a LIBOR floor of 1.25%.
GUARANTORS:	A newly formed holding company of Reorganized Borrower which is 100% owned by Reorganized Parent and all subsidiaries of Reorganized Borrower.
COLLATERAL:	Subject to the New Revolving Loans (as defined below), first priority perfected security interest on all personal and real property of Reorganized Borrower and Guarantors, subject to exceptions to be agreed and limitations and qualifications relating to FCC licenses to be agreed, in each case by the Reorganized Borrower and the Requisite Consenting Lenders.
VOLUNTARY PREPAYMENTS:	Voluntary prepayments shall be permitted without premium or penalty subject to customary thresholds and notice requirements.
MANDATORY REPAYMENTS:	<ul style="list-style-type: none">• 1% amortization per annum of the Principal Amount with remainder payable in full on the Maturity Date• Semi-Annual payment of 50% of excess cash flow, with definition to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders• Mandatory repayment from asset sale proceeds subject to exceptions and permitted reinvestment to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders
FINANCIAL COVENANTS:	Beginning on December 31, 2010 (for the immediately preceding quarter), quarterly financial covenants to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders.
REPRESENTATIONS & WARRANTIES, COVENANTS & EVENTS OF DEFAULT:	Representations and warranties, affirmative and negative covenants, and events of default to be customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.
EXPENSE REIMBURSEMENT & INDEMNIFICATION:	Expense reimbursement and indemnification in favor of Agent, lenders and their related parties on terms customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.

Exhibit C

Terms of PIK Loans

TERMS OF PIK LOANS

PRINCIPAL AMOUNT: \$25 million

NOTES AGENT: To be determined by the Requisite Consenting Lenders.

MATURITY DATE: 4 years and 6 months from the Effective Date.

RATE: 12% payable in kind on a quarterly basis.

RANKING: Unsecured debt, subordinated to the Senior Secured Term Loans.

REPRESENTATIONS & WARRANTIES, COVENANTS, EVENTS OF DEFAULT AND OTHER PROVISIONS: Representations and warranties, affirmative and negative covenants, events of default and other terms to be customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.

Exhibit D

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (together with the Term Sheet, as defined below, this "Agreement") is made and entered into as of February 28, 2010, by and among (i) Regent Communications, Inc., a Delaware corporation ("Parent"), Regent Broadcasting, LLC, a Delaware limited liability company ("Regent"), and all of their undersigned subsidiaries and affiliates that may or will be one of the debtors in Regent's voluntary reorganization cases (collectively, the "Company" or the "Debtors," as appropriate) and (ii) the Lenders (defined below) that are signatories hereto (the "Consenting Lenders" and, together with the Company, the "Parties").

Capitalized terms used herein and not otherwise defined have the meanings assigned thereto in the Term Sheet (both as defined herein), as applicable.

W I T N E S S E T H:

WHEREAS, the Company is party to that certain Credit Agreement, dated as of November 21, 2006 (as amended, modified, supplemented, or waived from time to time, the "Credit Agreement"), by and among Regent, as borrower, the guarantors party thereto, Bank of America, N.A. ("BofA"), as administrative agent (in such capacity, the "Administrative Agent"), BofA, as issuing lender (in such capacity, the "Issuing Lender"), and the banks and other financial institutions from time to time party thereto, as lenders (the "Lenders"), providing for a maximum revolving credit facility of \$75,000,000 (the "Revolving Credit Facility"), a \$115,000,000 initial senior secured Term B Loan (the "Term Facility"), and a senior secured delayed draw term loan facility in the aggregate principal amount of \$50,000,000 (the "Delayed Draw Facility"), together with the Revolving Facility, the Delayed Draw Facility and the Term Facility, the "Credit Facility"). As of February 28, 2010, the Company is obligated for an aggregate principal amount of \$41,633,504 outstanding under the Revolving Credit Facility, \$108,504,343 under the Term Facility, and \$42,469,828 under the Delayed Draw Facility (such obligations together with the other "Obligations" (as defined in the Credit Facility), collectively, the "Credit Facility Obligations");

WHEREAS, the Company is party to certain Specified Swap Agreements (collectively, the "Specified Swap Agreements"), including: (i) those certain Confirmations dated December 4, 2006 and December 16, 2006, between BofA and Regent Broadcasting, Inc., as amended, (ii) those certain Confirmations of Swap Transactions, dated December 4, 2006 and December 15, 2006, between Suntrust ("Suntrust") and Regent Broadcasting, Inc., as amended, and (iii) that certain Confirmation dated December 5, 2006, and that certain ISDA Master Agreement dated as of January 12, 2007, in each case between Bank of Montreal ("Bank of Montreal" and, together with BofA and Suntrust, the "Swap Counterparties"), and Regent Broadcasting, LLC, as amended. As of February 28, 2010, the Company is obligated for an aggregate principal amount of \$12,102,361 under the Specified Swap Agreements (such obligations, collectively, the "Specified Swap Obligations" and, together with the Credit Facility Obligations but without duplication, the "Obligations");

WHEREAS, the Company's boards of directors have determined that a financial restructuring is advisable and in the best interests of their stockholders and creditors;

WHEREAS, the Parties, with the assistance of their legal and financial advisors, have engaged in good faith negotiations with the objective of reaching an agreement with regard to a restructuring of the outstanding indebtedness and liabilities of the Company, in accordance with the terms set forth in this Agreement;

WHEREAS, Exhibit A hereto is a term sheet (as may be amended, supplemented or otherwise modified only with the consent of Consenting Lenders who together hold at least 66 2/3% of the aggregate principal amount of the outstanding Obligations (such Consenting Lenders, the "Requisite Consenting Lenders") in their sole discretion, the "Term Sheet") setting forth the principal terms of a restructuring (the "Restructuring") of all the outstanding indebtedness under the Credit Agreement and the Specified Swap Agreements;

WHEREAS, the Term Sheet is expressly incorporated by reference herein and made a part hereof;

WHEREAS, the Company intends to: (a) to commence voluntary reorganization cases (each a "Chapter 11 Case," and collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") to effect the Restructuring through a prenegotiated chapter 11 plan of reorganization, which such plan, including any amendment or modification thereto, shall be in form and substance acceptable to the Requisite Consenting Lenders and the Company and consistent in all respects with this Agreement (the "Prearranged Plan"); and (b) consistent with the terms of this Agreement, file and use reasonable efforts to obtain approval and confirmation, as applicable, of the Prearranged Plan and the accompanying disclosure statement, which such disclosure statement, including any amendment or modification thereto, shall be in form and substance acceptable to the Requisite Consenting Lenders and the Company and consistent in all respects with this Agreement (the "Disclosure Statement");

WHEREAS, each Consenting Lender is the holder of a claim, within the meaning of Section 101(5) of the United States Bankruptcy Code, arising out of or related to the Credit Facility and/or the Specified Swap Agreements, as applicable (each, a "First Lien Debt Claim");

WHEREAS, each Company and each Consenting Lender has reviewed, or has had the opportunity to review, this Agreement with the assistance of their respective legal and financial advisors of their own choosing;

WHEREAS, each Company and each Consenting Lender desires to consent to and support the Restructuring and, if applicable, vote to accept the Prearranged Plan and not otherwise act inconsistent with or impede the support of the Prearranged Plan that implements the terms of the Restructuring; and

WHEREAS, subject to execution of definitive documentation and appropriate approvals by the Bankruptcy Court of the Disclosure Statement and the Prearranged Plan, this Agreement sets forth the terms and conditions of the Parties' respective obligations hereunder.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Section 1. Term Sheet. The Term Sheet is incorporated by reference herein and is made part of this Agreement as if fully set forth herein. The general terms and conditions of the Restructuring are set forth in the Term Sheet; provided, however, that the Term Sheet is supplemented by the terms and conditions of this Restructuring Support Agreement. In the event of any inconsistencies between the terms of this Restructuring Support Agreement and the Term Sheet, the Term Sheet shall govern.

Section 2. Support for the Prearranged Plan.

(a) Each Debtor agrees to use its commercially reasonable efforts to: (i) support, complete and do all things necessary and appropriate to implement, and to otherwise take all appropriate action in furtherance of, the transactions embodied in this Agreement, including, without limitation, (A) commencing the Chapter 11 Cases on or before March 1, 2010 (the date of commencement of the Chapter 11 Cases is hereinafter referred to as the "Petition Date"), (B) filing the Prearranged Plan, Disclosure Statement and a motion seeking approval of procedures governing the solicitation of the Prearranged Plan (the "Solicitation Procedures Motion") with the Bankruptcy Court on the Petition Date; (C) obtaining an order of the Bankruptcy Court approving the Solicitation Procedures Motion and Disclosure Statement within thirty-three (33) calendar days of the Petition Date, (D) obtaining a Confirmation Order (defined below) within forty (40) calendar days of the Petition Date, (E) causing the effective date of the Prearranged Plan (the "Effective Date") to occur on or prior to the later of (x) fifteen (15) calendar days after the entry of the Confirmation Order and (y) three (3) business days after the date the Necessary Approval¹ from the Federal Communications Commission (the "FCC") is obtained, and (F) obtaining an order from the Bankruptcy Court approving the use of cash collateral and grant of adequate protection to the Lenders, each as described more fully in Section 7 hereof; (ii) obtain the Necessary Approval as soon as practicable after the Petition Date but in any event on or prior to July 23, 2010; and (iii) take all steps necessary and appropriate to obtain any and all required regulatory and/or third-party approvals for the Restructurings, including, without limitation, (A) filing the short-form FCC approval applications seeking a *pro forma* involuntary assignment of the Company's broadcasting and other FCC-issued licenses (the "FCC Licenses") to the Debtors ("Short-Form FCC Applications") within three (3) business days

¹ For purposes hereof, "Necessary Approval" shall mean the earliest receipt of (a) FCC approval of transfer of control of the FCC Licenses to the holders of New Equity (as defined in the Term Sheet) issued pursuant to the Prearranged Plan (the "Transfer of Control"), (b) FCC approval of *pro forma* assignment or transfer of control of the FCC Licenses to a trust managed by Jay Meyers (or such other independent trustee acceptable to the Required Lenders (as defined in the Credit Agreement)) (the "Independent Trustee," and such trust, the "Independent Trust") pursuant to a trust agreement acceptable to the Requisite Consenting Lenders (the "Independent Trust Agreement") for the benefit of Reorganized Borrower (or its designee(s)), or (c) FCC approval of *pro forma* assignment or transfer of control of the FCC Licenses to a trust managed by a board comprised of four (4) members of the current board of directors of Parent and three (3) additional individuals, all seven (7) of which shall be selected by the Required Lenders (as defined in the Credit Agreement) (the "Traditional Trustee," and such trust, the "Traditional Trust") pursuant to a trust agreement acceptable to the Requisite Consenting Lenders (the "Traditional Trust Agreement") for the benefit of Reorganized Borrower (or its designee(s)).

of the Petition Date, (B) filing the long-form FCC approval applications seeking FCC consent to the Transfer of Control to the holders of new equity issued pursuant to the Prearranged Plan (“Long-Form FCC Applications”) no later than three (3) business days after receipt of approval from the FCC of the Short-Form FCC Applications (or, if later, two (2) business days after the date on which the Requisite Consenting Lenders are prepared to file the Long-Form FCC Applications), (C) filing a motion (the “Independent Trust Motion”) with the Bankruptcy Court seeking an order approving the Independent Trust and the Independent Trust Agreement, which order shall be acceptable to the Requisite Consenting Lenders in their sole discretion (the “Independent Trust Order”), within five (5) business days after the Petition Date, (D) filing the short-form FCC approval applications seeking an assignment to the Independent Trust of the FCC Licenses and any related assets designated by the Requisite Consenting Lenders (collectively, the “Independent Trust FCC Application”) within three (3) business days after the later of (x) receipt of approval from the FCC of the Short-Form FCC Applications and (y) the date on which the Bankruptcy Court enters the Independent Trust Order, (E) filing the short-form FCC approval applications seeking an assignment to the Traditional Trust of the FCC Licenses and any related assets designated by the Requisite Consenting Lenders (collectively, the “Traditional Trust FCC Application”) on the date which is the later of (x) three (3) business days after the entry of the Confirmation Order (as defined in Section 5(a)(5) below) and (y) the thirtieth (30th) calendar day following the filing of the Independent Trust FCC Application, or, if earlier requested by the Requisite Consenting Lenders, within three (3) business days after such request, (F) if requested by the Requisite Consenting Lenders, filing a motion (the “Traditional Trust Motion”) with the Bankruptcy Court seeking an order approving the Traditional Trust and the Traditional Trust Agreement, which order shall be acceptable to the Requisite Consenting Lenders (the “Traditional Trust Order”), within five (5) business days after such request, and (G) using commercially reasonable efforts to otherwise support the Short-Form FCC Applications, the Long-Form FCC Applications, the Independent Trust Application, the Independent Trust Motion, the Traditional Trust Motion (if any) and the Traditional Trust FCC Application (if any).

(b) Subject to the terms and conditions of this Agreement and in accordance with the terms hereof, each Debtor agrees to not object, commence any proceeding or otherwise oppose or alter any of the terms of the Prearranged Plan or any other document filed in connection with the confirmation of the Prearranged Plan (each such document, the terms of which shall be reasonably acceptable in all respects to the Requisite Consenting Lenders and the Debtors, a “Reorganization Document”) and agrees to not take any action which is inconsistent with, or that would delay approval or confirmation of, the Prearranged Plan, the Disclosure Statement or any of the Reorganization Documents, or that could reasonably be expected to prevent, delay or impede the Restructuring pursuant to the Prearranged Plan or any Reorganization Document.

(c) Subject to the terms and conditions of this Agreement and in accordance with the terms hereof, from the date hereof through the Effective Date, each Debtor agrees that it will operate in the ordinary course of business consistent with past practice and use its commercially reasonable efforts to keep intact the assets, operations and relationships of its business. Each Debtor shall inform the Requisite Consenting Lenders immediately about all occurrences which may have a material adverse effect on the assets, operations or relationships of the Debtors' businesses. In addition to, and not in limitation of, the foregoing, each Debtor hereby covenants and agrees that it shall not, without the consent of the Requisite Consenting

Lenders, extend, amend or renew, or enter into, any contract or other binding commitment or arrangement which (A) is entered into outside the ordinary course of business and requires the Debtors pay an amount in excess of \$50,000 in any given twelve month period or (B) is entered into in the ordinary course of business but requires the Debtors pay an amount in excess of \$100,000 in any given twelve month period, including, without limitation, (i) any contract, commitment or other binding arrangement, the subject matter of which is not directly used in the operation of any of the Company's radio stations, (ii) any contract, commitment or other binding arrangement with any officer, director, employee, consultant or independent contractor of the Company (except as expressly provided by the Term Sheet), or (iii) any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan. For the avoidance of doubt, nothing in this section is intended to, nor shall it, constitute a waiver of the Consenting Lenders' right to object to any such contracts, commitments or other binding arrangements, whether or not prohibited hereunder (except for those agreements to be assumed pursuant to the Term Sheet).

(d) Subject to the terms and conditions of this Agreement and in accordance with the terms hereof, each Consenting Lender agrees to: (i) vote its First Lien Debt Claims to accept the Prearranged Plan by delivering its duly executed and completed ballot accepting the Prearranged Plan, provided, however, that such vote shall be immediately revoked and deemed *void ab initio* upon termination of this Agreement pursuant to the terms hereof; and (ii) not withdraw, change or revoke (or cause to be withdrawn, changed or revoked) its vote with respect to the Prearranged Plan except as otherwise expressly permitted pursuant to subsection (i) above.

(e) Each Consenting Lender agrees to use commercially reasonable efforts to support, complete and do all things necessary and appropriate to implement, and to otherwise use commercially reasonable efforts to take all appropriate action in furtherance of, the transactions embodied in this Agreement, including, without limitation, using commercially reasonable efforts to (i) cause the Effective Date to occur on or prior to the later of (A) fifteen (15) calendar days after the entry of the Confirmation Order and (B) three (3) business days after the Necessary Approval is obtained, (ii) obtain the Necessary Approval on or prior to July 23, 2010, and (iii) take all steps necessary and appropriate to obtain any and all required regulatory and/or third-party approvals for the Restructuring, including, without limitation, using commercially reasonable efforts to support the Short-Form FCC Applications, the Long-Form FCC Applications, the Independent Trust Application, the Independent Trust Motion, the Traditional Trust Motion (if any) and the Traditional Trust FCC Application (if any).

(f) The Parties agree to reasonably cooperate in (i) seeking approval of the Short-Form FCC Applications, the Long-Form FCC Applications, the Independent Trust Application, the Traditional Trust FCC Application (if any), the Independent Trust Motion and the Traditional Trust Motion (if any), (ii) proposing in the Long-Form FCC Applications the assignment to a divestiture trust of any of the Company's radio stations necessary to comply with the FCC's multiple or cross-ownership rules, and (iii) seeking any waiver of the FCC's Rules regarding contingent or inconsistent applications which may be necessary.

(g) Subject to the terms and conditions of this Agreement and in accordance with the terms hereof, each Consenting Lender agrees to not object, commence any proceeding or otherwise oppose or alter any of the terms of the Prearranged Plan or any other Reorganization

Document and agrees to not take any action which is inconsistent with, or that would delay approval or confirmation or assumption of the Prearranged Plan, the Disclosure Statement or any of the Reorganization Documents, or that could reasonably be expected to prevent, delay or impede the Restructuring pursuant to the Prearranged Plan or any Reorganization Document.

(h) Each of the Parties agrees that it will negotiate in good faith (i) the documentation regarding the Restructuring or otherwise contemplated by the Term Sheet, (ii) the Prearranged Plan, and (iii) the other documents contemplated hereby and thereby.

Section 3. Transfer of Claims, Interests, and Securities. Each Consenting Lender individually and severally covenants that, from the date hereof until the termination of this Agreement with respect to such Party, such Party shall not, directly or indirectly, sell, pledge, hypothecate, or otherwise transfer (“Transfer”) any First Lien Debt Claims, or any option or right to acquire, or voting, participation, or other interest therein, except to another Consenting Lender or to a purchaser or other entity that represents that it will execute and deliver (and who does so execute and deliver) to the Company and the Consenting Lenders within two business days of settlement of such trade or transfer an agreement in writing (in a form substantially similar to Exhibit B hereto) to assume and be bound by all the terms of this Agreement with respect to the relevant First Lien Debt Claims, or other interests being transferred to such purchaser (which agreement shall include the representations and warranties set forth in this Agreement). The Company shall promptly acknowledge any such trade or transfer in writing and provide a copy of such acknowledgement to the transferor. By its acknowledgement of the relevant trade or transfer, the Company shall be deemed to have acknowledged that their obligations to the Consenting Lender hereunder shall be deemed to constitute obligations in favor of the relevant transferee as a Consenting Lender hereunder. Any Transfer of any First Lien Debt Claim that does not comply with the foregoing shall be deemed *void ab initio*. This Agreement shall in no way be construed to preclude a Party from acquiring additional claims under the Credit Agreement or Specified Swap Agreements, as applicable, or other interests in any Debtor; provided, however, that any such additional claims under the Credit Agreement or Specified Swap Agreements shall automatically be deemed to be subject to all the terms of this Agreement.

Section 4. Representations and Warranties.

(a) Representations and Warranties of Each Party. Each of the Parties severally, but not jointly, represents and warrants to each of the other Parties that the following statements are true and correct as of the date hereof:

(1) Power and Authority. It has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement.

(2) Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

(3) No Conflicts. The execution, delivery, and performance by it of this Agreement do not and shall not (i) violate any provision of law, rule, or regulation

applicable to it or its certificate of incorporation, by-laws, or other organizational documents; or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

(4) Governmental Consent. The execution, delivery, and performance by it of this Agreement do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with, or by, any Federal, state, or other governmental authority or regulatory body, except: (i) such filings as may be necessary and/or required for disclosure by the FCC, Securities and Exchange Commission and applicable state securities or “blue sky” laws; (ii) any filings in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Prearranged Plan; and (iii) in the case of the Company, (A) filings of amended articles of incorporation or formation or other organizational documents with applicable state authorities, and (B) other registrations, filings, consents, approvals, notices, or other actions that are reasonably necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the businesses of the Company.

(b) Additional Representations and Warranties of the Consenting Lenders. Each of the Consenting Lenders represents and warrants, severally but not jointly, to each of the other Parties that the following statements are true, correct, and complete as of the date hereof:

(1) Ownership. It is: (A) (i) the sole beneficial owner and/or the investment advisor or manager for the beneficial owners of the claims set forth on its signature page attached hereto, having the power to vote and dispose of such claims on behalf of such beneficial owners; and (ii) entitled (for its own account or for the account of other persons claiming through it) to all of the rights and economic benefits of such claims; or (B) otherwise entitled to act on behalf of such claims and/or the beneficial owner or owners and/or investment advisor or manager thereof.

(2) Transfers. It has made no prior assignment, sale, participation, grant, conveyance, or other transfer of, and has not entered into any other agreement to assign, sell, participate, grant, or otherwise transfer, in whole or in part, any portion of its right, title, or interests in the claims that are subject to this Agreement that are inconsistent with the representations and warranties made above or would render such Consenting Lender otherwise unable to comply with this Agreement.

(3) Laws. It is: (A) a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in any securities that may be issued in connection with the Restructuring in accordance with this Agreement, making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement; and (B) a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act of 1933, as amended.

Section 5. Termination of the Agreement.

(a) Termination Events. In addition to any termination of this Agreement that may occur pursuant to Section 6 hereof, this Agreement and the obligations of the Parties hereunder may be terminated in accordance with Section 5(b) below in the event of any of the following (each, a "Termination Event"):

(1) the Debtors fail to commence the Chapter 11 Case on or prior to March 1, 2010;

(2) the Debtors fail to file the Prearranged Plan, Disclosure Statement and Solicitation Procedures Motion on the Petition Date;

(3) the Debtors fail to (A) file the Short-Form FCC Applications within three (3) business days after the Petition Date, (B) file the Independent Trust Motion within five (5) business days after the Petition Date, (C) file the Independent Trust FCC Application within three (3) business days after the Bankruptcy Court enters the Independent Trust Order, (D) file the Traditional Trust FCC Application on the date which is the later of (x) three (3) business days after the entry of the Confirmation Order (as defined below) and (y) the thirtieth (30th) calendar day following the filing of the Independent Trust FCC Application, or, if earlier requested by the Requisite Consenting Lenders, within three (3) business days after such request (unless in each case the Necessary Approval has already been obtained and remains in effect), or (E) if requested by the Requisite Consenting Lenders, file the Traditional Trust Motion within five (5) business days after receipt of such request (unless the Necessary Approval has already been obtained and remains in effect);

(4) the Debtors fail to file the Long-Form FCC Applications no later than three (3) business days after receipt of approval from the FCC of the Short-Form FCC Applications (or, if later, two (2) business days after the date on which the Requisite Consenting Lenders are prepared to file the Long-Form FCC Applications);

(5) the order (the "Confirmation Order") (a) confirming the Prearranged Plan and (b) approving all exhibits, appendices, Plan supplement documents and related documents (collectively, the "Plan Supplement"), the terms and substance of which shall be acceptable in all respects to (i) the Requisite Consenting Lenders and, (ii) solely with respect to any Plan Supplement documents or related documents (A) which affect the treatment of claims of holders of unsecured claims or interests of holders of existing equity interests under the Plan or (B) to which the Debtors are a party, the Debtors, shall not have been entered by the Bankruptcy Court within one-hundred and five (105) calendar days of the Petition Date, or the Confirmation Order shall have been reversed on appeal or vacated at any time after entry of such order;

(6) the Effective Date shall not have occurred on or prior to the earlier of: (a) the later to occur of (i) fifteen (15) calendar days after the entry of the Confirmation Order and (ii) three (3) business days after the Necessary Approval from the FCC is obtained, provided that such Necessary Approval shall have remained in effect; and (b) July 28, 2010;

(7) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order enjoining the consummation of a material portion of the Restructuring, including, without limitation, an order denying confirmation of the Prearranged Plan or declaring this Agreement to be unenforceable against any of the Debtors;

(8) any of the Debtors (x) files, propounds or otherwise supports for any Debtor any plan of reorganization in the Chapter 11 Cases other than the Prearranged Plan, (y) files any motion or pleading with the Bankruptcy Court that is not consistent in any material respect with this Agreement or the Prearranged Plan, or (z) withdraws the Prearranged Plan or publicly announces its intention not to support the Prearranged Plan;

(9) the Debtors' exclusive right to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code shall have terminated;

(10) any Debtor shall have sought dismissal of its Chapter 11 Case or an order dismissing one or more of the Debtors' Chapter 11 Cases shall have been entered;

(11) any of the Chapter 11 Cases of the Company is converted to a case under chapter 7 of the Bankruptcy Code or is dismissed;

(12) any of the Debtors shall file a motion or the Bankruptcy Court shall enter an order approving a payment to any party (whether in cash or other property or whether as adequate protection, settlement of a dispute, or otherwise) that would be materially inconsistent with the treatment of such party under this Agreement;

(13) entry of an order by the Bankruptcy Court allowing for the recovery of any costs, expenses or other amounts from the Lenders' collateral under section 506(c) of the Bankruptcy Code or the filing by the Debtors of a motion or complaint to avoid the liens of the Lenders under the Credit Facility or the entry of an order by the Bankruptcy Court, whether in response to a motion or complaint brought by the Debtors or otherwise, avoiding such liens;

(14) the entry of an order by the Bankruptcy Court appointing an examiner with enlarged powers relating to the operation of any material part of the business of the Debtors, taken as a whole (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the entry of an order by the Bankruptcy Court appointing a trustee under section 1104 of the Bankruptcy Code;

(15) any Party has breached any material provision of this Agreement (including, without limitation, in the case of the Company, its failure to use commercially reasonable efforts under Section 2(a) hereof) and such breach has not been duly waived or cured in accordance with the terms hereof within five (5) days after receipt of notice of such breach; provided, however, that so long as the Debtors are using their commercially reasonable efforts to meet the conditions set forth in Section 2(a) hereof, failure to meet the deadlines in Section 2(a) hereof shall not constitute a Termination Event under this Section 5(a)(15);

(16) the Company is or becomes subject to one or more fixed, liquidated liabilities, or contingent or disputed liabilities that are reasonably likely to become fixed, liquidated liabilities, in an aggregate amount greater than \$750,000, provided that all liabilities disclosed on the Company's balance sheet as of December 31, 2009 or otherwise disclosed to the Consenting Lenders in the side letter among the Parties dated as of the date hereof shall be excluded for purposes of making such determination; provided, further, that all liabilities incurred by the Company since December 31, 2009 in the ordinary course of business consistent with past practice (other than for breach of contract, tort, infringement, violation of or liability under applicable law to the extent not covered by insurance), shall be excluded for purposes of making such determination;

(17) in connection with the Consenting Lenders' due diligence review of the Debtors, any contamination, condition, violation or liability, as determined by an environmental consultant who is not an affiliate of Oaktree, including contamination that exceeds currently-allowed regulatory limits or cleanup standards and is not otherwise permanently authorized by permit or law (such items, "Environmental Defects") are discovered prior to the Effective Date and the cost to remediate, correct or settle such Environmental Defects (the "Remediation Value") exceeds or is reasonably likely to exceed \$750,000 in the aggregate; provided that Oaktree will provide notice of the discovery of such Environmental Defects to the Debtors and the Consenting Lenders; and

(18) the Company and the Requisite Consenting Lenders agree in writing to terminate the Agreement.

The foregoing Termination Events are intended solely for the benefit of the Party or Parties who are entitled to terminate this Agreement pursuant to Section 5(b) as a result of the occurrence of such Termination Event.

(b) Termination Event Procedures.

(1) Upon the occurrence of any of the Termination Events described in Sections 5(a)(1) through 5(a)(5), unless primarily caused by a breach of this Agreement by any Consenting Lender, this Agreement, and the obligations of the Parties hereunder, shall terminate upon the delivery by Kirkland & Ellis LLP ("Kirkland"), at the written direction of the Requisite Consenting Lenders at their option, of a written notice of such termination to each of Regent and the other Consenting Lenders in accordance with Section 8(c) hereof; it being agreed by each of the Parties hereto that each such Party hereby waives any requirement under section 362 of the Bankruptcy Code to lift the automatic stay in connection with the giving of such termination notice.

(2) Upon (x) the occurrence of the Termination Event described in Section 5(a)(15) due to a material breach of this Agreement by any of the Debtors not primarily caused by a breach of this Agreement by any Consenting Lender or (y) the occurrence of any of the Termination Events described in Sections 5(a)(6) through 5(a)(14) or Sections 5(a)(16) through 5(a)(17) not primarily caused by a breach of this Agreement by any Consenting Lender, this Agreement and the obligations of the parties hereunder shall automatically terminate without further action unless no later than five (5) business days after the occurrence of any such Termination Event, the occurrence of such Termination Event is waived in writing by the Requisite

Consenting Lenders in their sole discretion, notice of which waiver will be delivered by Kirkland to Regent.

(3) Upon the occurrence of the Termination Event described in Section 5(a)(15) due to a material breach of this Agreement by Consenting Lenders who together hold more than thirty-four percent (34%) of the aggregate principal amount of the outstanding Obligations, this Agreement and the obligations of the Parties hereunder shall terminate upon the delivery by Regent of a written notice of such termination to each of the Consenting Lenders in accordance with Section 8(c) hereof.

(c) Effect of Termination.

(1) Subject to Section 5(c)(2), any termination of this Agreement shall render such Agreement void and of no further force or effect, and there shall be no liability or obligation on the part of any Party.

(2) No termination of this Agreement (whether pursuant to Section 5 or 6 hereof) shall limit the Parties' rights and remedies for any breach of this Agreement or non-performance of any obligations hereunder by any Party in each case prior to such termination, including, but not limited to, the reservation of rights set forth herein.

Section 6. Fiduciary Obligations. Notwithstanding anything to the contrary contained in this Agreement:

(a) the Company may furnish, or cause to be furnished, subject to customary confidentiality and other terms, information concerning the Company and its affiliates and the businesses, properties or assets of the Company and its affiliates to a party from whom it receives an unsolicited offer that the Company and its Board of Directors reasonably believe in good faith is a Topping Proposal, provided that the Company and its Board of Directors must reasonably believe in good faith that such party has expressed a legitimate interest in, and has the financial wherewithal to consummate, such Topping Proposal (a "Potential Acquiror"); provided, further, that, except to the extent expressly provided in this Section 6(a) and Section 6(c) hereof, the Company shall not, and shall cause its directors, officers, affiliates, representatives, advisors and agents to not, directly or indirectly, seek, solicit, support, encourage, consent to, participate in any discussions regarding the negotiation or formulation of, or enter into any letter of intent or definitive agreement with respect to, a Topping Proposal or any other Alternative Transaction;

(b) following receipt of any proposal, offer or indication of interest for an Alternative Transaction by any party other than the Requisite Consenting Lenders, the Debtors shall disclose to Kirkland in writing on a confidential basis (it being agreed that Kirkland may share such disclosure with the Requisite Consenting Lenders): (i) the identity of such party; (ii) the nature of any interest expressed by such party; and (iii) the terms and conditions of any proposal or offer or other expression of interest for an Alternative Transaction from such party; which disclosure shall be given by the Debtors to Kirkland within one (1) business day of receipt by the Debtors;

(c) following a reasonable good faith determination by the Company and its Board of Directors, after consultation with its advisors, that a proposal or offer for an Alternative

Transaction is a Topping Proposal from a Potential Acquiror, the Company (i) may negotiate and discuss such Topping Proposal with the Potential Acquiror and (ii) may terminate this Agreement and the obligations of the Parties hereunder by providing five (5) business days prior written notice to each other Party hereto in accordance with Section 8(c) hereof, in each case to the extent that the Company and its Board of Directors has made a reasonable good faith determination, after consulting with its advisors, that the failure to do so would be a violation of its fiduciary duties; provided, however, that if the Confirmation Order includes a provision expressly authorizing compliance with this proviso (which the Debtors shall use commercially reasonable efforts to obtain), then this Agreement shall not terminate as a result of such notice if the Effective Date of the Prearranged Plan has occurred prior to the expiration of such five (5) business day period; and

(d) if the Company or any of its directors, officers, affiliates, representatives, advisors or agents (i) enters into a letter of intent (binding or non-binding) or a definitive agreement for an Alternative Transaction (or otherwise breaches any provision of this Section 6) or (ii) requests any modifications of the Prearranged Plan adverse to the interests of the Lenders or any additional consideration to be provided to any other creditors or holders of existing equity interests beyond that contemplated by the Prearranged Plan, the Requisite Consenting Lenders may terminate this Agreement and the obligations of the Parties hereunder at anytime thereafter by delivering written notice of such termination to each other Party hereto in accordance with Section 8(c) hereof.

(e) For purposes of this Section 6:

(1) “Alternative Transaction” means any restructuring, merger, consolidation or combination to which the Company or any of its subsidiaries is a party; any proposed sale or other disposition of capital stock or other ownership interests of the Company and its subsidiaries; or any proposed sale or other disposition of all or substantially all of the assets or properties of Company and its subsidiaries; and

(2) “Topping Proposal” means a proposal, offer or indication of interest from a Potential Acquiror for an Alternative Transaction that the Company and its Board of Directors reasonably determines in good faith, after reasonable diligence, (x) is reasonably likely to be consummated within a reasonable time, and (y) if consummated, would result in payment in full of the First Lien Debt Claims of the Lenders and would otherwise be more favorable than the Restructuring to the Debtors’ estates and their creditors, equity holders and other parties to whom the Debtors owe fiduciary duties (including, without limitation, the Lenders); provided that such reasonable good faith determination shall take into account, among other relevant factors, the identity of the Potential Acquiror, the likelihood that any such offer or proposal will be negotiated to finality within a reasonable time, and the potential loss to the Debtors’ estates and their creditors and other parties to whom the Debtors owe fiduciary duties (including, without limitation, the Lenders) if such Alternative Transaction is not consummated.

Section 7. Consenting Lender Consent to Use of Cash Collateral. As long as a Termination Event has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, the Consenting Lenders hereby consent to the Debtors’ use of cash collateral in accordance with (a) a budget based upon a 13-week rolling cash flow

projection acceptable to the Requisite Consenting Lenders in their sole discretion (the “Budget”) and (b) an interim and final cash collateral order, the form and substance of which shall be in all respects subject to the consent of the Requisite Consenting Lenders, providing for (i) replacement liens on substantially all of the assets of the Debtors subordinate to a carve-out for the Debtors’ professionals and the professionals of any official committees equal to actual fees and expenses of each such professional prior to the issuance of a Carve Out Trigger Notice² plus, after the issuance of a Carve Out Trigger Notice, \$1,250,000 in the aggregate split among such professionals on a pro rata basis in accordance with the amount budgeted for each such professional in the Budget (the “Carve-Out”), (ii) superpriority claims subordinate to the Carve-Out, (iii) payment of fees and expenses of the Consenting Lenders’ professionals, including, without limitation, Kirkland, Drinker Biddle & Reath LLP, Finn Dixon & Herling LLP and a financial advisor to be determined at the Requisite Consenting Lenders’ election, on a regular monthly basis during the Chapter 11 Cases, (iv) payment, on or immediately preceding the Effective Date, to the Lenders on a pro rata basis on account of any Credit Facility Obligations and/or Specified Swap Obligations of “Excess Cash”³ and (v) information, reports, documents and other additional materials the Consenting Lenders may reasonably request, either directly or through their professionals, to the extent provided in the Credit Facility and Specified Swap Agreements.

Section 8. Miscellaneous.

(a) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws of the State of New York. By its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought in a federal court of competent jurisdiction in the United States District Court for the Southern District of New York. By execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably accepts and submits to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit, or proceeding. Notwithstanding the foregoing consent to jurisdiction, upon the commencement of the Chapter 11 Cases, each of the Parties hereto hereby agrees that the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

(b) No Waiver of Participation and Preservation of Rights. This Restructuring Support Agreement and the Term Sheet are part of a proposed settlement of disputes among the Parties. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Agreement or otherwise set forth in the Prearranged Plan are not consummated as provided herein, if a Termination Event occurs, or if this Agreement is otherwise terminated for any

² As will be defined in the cash collateral order.

³ For the purposes hereof, “Excess Cash” shall mean any cash in excess of \$3 million on the Debtors’ balance sheet after payment and distribution of all amounts to be paid or distributed under the Prearranged Plan, which such monetary threshold may be increased by the consent of the Requisite Consenting Lenders.

reason, the Parties each fully reserve any and all of their respective rights, remedies, claims, and interests.

(c) Notices. All demands, notices, requests, consents, and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by courier service, messenger, facsimile, telecopy, or if duly deposited in the mails, by certified or registered mail, postage prepaid-return receipt requested, and shall be deemed to have been duly given or made: (i) upon delivery, if delivered personally or by courier service, or messenger, in each case with record of receipt; (ii) upon transmission with confirmed delivery, if sent by facsimile or telecopy; or (iii) when received after being sent by certified or registered mail, postage pre-paid, return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following Parties:

If to the Company:

Regent Communications, Inc.
100 East River Center, 9th Floor
Covington, KY 41011
Facsimile: (859) 814-0136
Attn: Tony Vasconcellos (Tony.Vasconcellos@RegentComm.com)

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
Chicago, Illinois 60606
Facsimile: 312-993-9767
Attn: Josef S. Athanas (josef.athanas@lw.com)
William P. O'Neill (william.o'neill@lw.com)

If to a Consenting Lender or a transferee thereof:

To the addresses or facsimile numbers set forth below following the Consenting Lender's signature (or as directed in writing by any transferee thereof),

with copies (which shall not constitute notice) to:

Kirkland & Ellis, LLP
300 North LaSalle Street
Chicago, IL 60654
Facsimile: (312) 862-2200
Attn: David L. Eaton, Esq. (david.eaton@kirkland.com)
Christopher J. Greeno, P.C. (cgreeno@kirkland.com)

and

Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Facsimile: (213) 830-6377
Attn: Andrew Salter (asalter@oaktreecapital.com)
David Quick (dquick@oaktreecapital.com)

(d) Complete Agreement. This Agreement, the Term Sheet and any and all side letters executed by the Parties in connection herewith constitute the full and complete understanding and agreement among the Parties with regard to the subject matter hereof and supersedes all prior agreements, understandings, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

(e) Interpretation of this Agreement. This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.

(f) Headings. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

(g) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective permitted successors and assigns provided, however, that nothing contained in this paragraph shall be deemed to permit sales, assignments, or transfers that would otherwise not be in accordance with this Agreement.

(h) Specific Performance. Each Party hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement may cause the other Parties to sustain damages for which such other Parties would not have an adequate remedy at law for money damages, and therefore, each Party hereto agrees that in the event of any such breach, such other parties shall be entitled to seek the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such parties may be entitled, at law or in equity.

(i) Several, Not Joint, Obligations. The agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

(j) Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

(k) No Waiver. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in

equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

(l) Reservation of Rights. Except as expressly provided in this Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of each of the Consenting Lenders to protect and preserve its rights, remedies and interests, including any such rights and remedies relating to defaults or other events that may have occurred prior to the execution of this Agreement, any and all of its claims and causes of action against any of the Debtors or any third parties, or its full participation in the Chapter 11 Cases. Without limiting the foregoing in any way, if the transactions contemplated by this Agreement are not consummated as provided herein or if this Agreement is otherwise terminated for any reason, the Parties each fully reserve any and all of their respective rights, remedies and interests under the Credit Agreement, applicable law and in equity.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile or email shall be as effective as delivery of a manually executed signature page of this Agreement.

(n) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and any such prohibited or unenforceable provision shall be deemed reformed and construed so that it will be valid, legal, and enforceable and not prohibited to the maximum extent permitted by applicable law.

(o) No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person or entity shall be a third party beneficiary hereof.

(p) No Solicitation.

(1) This Agreement is not intended to be, and each signatory to this Agreement acknowledges that this Agreement is not, whether for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise, a solicitation for the acceptance or rejection of a plan of reorganization for any of the Debtors.

(2) This Agreement is not an offer with respect to any securities, and such offers or solicitation, if necessary to effectuate the Restructuring, will be made only in compliance with all applicable securities laws.

(q) Settlement Discussions. This Agreement and the Restructuring are part of a proposed settlement of a dispute among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into

evidence in any proceeding other than a proceeding involving enforcement of the terms of this Agreement.

(r) Consideration. It is hereby acknowledged by the Parties hereto that, other than the agreements, covenants, representations, and warranties set forth herein, no consideration shall be due or paid to any Consenting Lender for its entry into this Agreement.

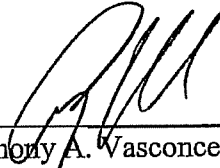
(s) Receipt of Adequate Information; Representation by Counsel. Each Party acknowledges that it has received adequate information to enter into this Agreement and that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party shall have no application and is expressly waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties.

(t) Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

By: REGENT COMMUNICATIONS, INC.




Name: Anthony A. Vasconcellos
Title: Executive Vice President and Chief
Financial Officer

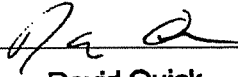
On behalf of the other Debtors listed on Schedule 1
hereto: Authorized Signatory

Schedule I

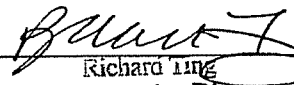
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B & G Broadcasting, Inc.	Regent Broadcasting of Utica/Rome, Inc.
Livingston County Broadcasters, Inc.	Regent Broadcasting of Watertown, Inc.
Regent Broadcasting, LLC	Regent Broadcasting West Coast, LLC
Regent Broadcasting Management, LLC	Regent Licensee of Chico, Inc.
Regent Broadcasting of Albany, Inc.	Regent Licensee of Erie, Inc.
Regent Broadcasting of Bloomington, Inc.	Regent Licensee of Flagstaff, Inc.
Regent Broadcasting of Buffalo, Inc.	Regent Licensee of Kingman, Inc.
Regent Broadcasting of Chico, Inc.	Regent Licensee of Lake Tahoe, Inc.
Regent Broadcasting of Duluth, Inc.	Regent Licensee of Lexington, Inc.
Regent Broadcasting of El Paso, Inc.	Regent Licensee of Mansfield, Inc.
Regent Broadcasting of Erie, Inc.	Regent Licensee of Palmdale, Inc.
Regent Broadcasting of Evansville/Owensboro, Inc.	Regent Licensee of Redding, Inc.
Regent Broadcasting of Flagstaff, Inc.	Regent Licensee of San Diego, Inc.
Regent Broadcasting of Flint, Inc.	Regent Licensee of South Carolina, Inc.
Regent Broadcasting of Ft. Collins, Inc.	Regent Licensee of St. Cloud, Inc.
Regent Broadcasting of Grand Rapids, Inc.	Regent Licensee of Utica/Rome, Inc.
Regent Broadcasting of Kingman, Inc.	Regent Licensee of Watertown, Inc.
Regent Broadcasting of Lafayette, LLC	
Regent Broadcasting of Lake Tahoe, Inc.	
Regent Broadcasting of Lancaster, Inc.	
Regent Broadcasting of Lexington, Inc.	
Regent Broadcasting of Mansfield, Inc.	
Regent Broadcasting of Midwest, LLC	
Regent Broadcasting of Palmdale, Inc.	
Regent Broadcasting of Peoria, Inc.	
Regent Broadcasting of Redding, Inc.	
Regent Broadcasting of San Diego, Inc.	
Regent Broadcasting of South Carolina, Inc.	
Regent Broadcasting of St. Cloud, Inc.	

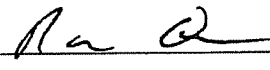
Figueroa Street POF Ltd.
By: Oaktree Media Investments, L.P.,
director
By: Oaktree Media Holdings, Inc., general
partner

By: 
Name: **Richard Ting**
Title: **Authorized Signatory**

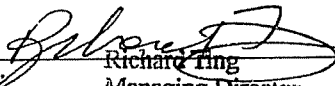
By: 
Name: **David Quick**
Title: **Authorized Signatory**

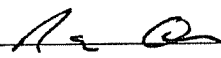
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By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: **Richard Ting**
Title: **Managing Director**
Associate General Counsel


By: 
Name: **David Quick**
Title: **Authorized Signatory**

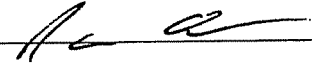
First Street Holdings 2, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: **Richard Ting**
Title: **Managing Director**
Associate General Counsel


By: 
Name: **David Quick**
Title: **Authorized Signatory**

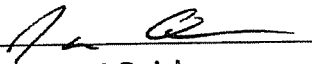
First Street Holdings 3, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

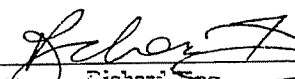
By: 
Name: David Quick
Title: Authorized Signatory


First Street Holdings 4, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel


By: 
Name: David Quick
Title: Authorized Signatory

First Street Holdings 5, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel


By: 
Name: David Quick
Title: Authorized Signatory


First Street Holdings 6, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

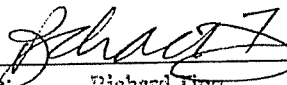
By: 
Name: David Quick
Title: Authorized Signatory

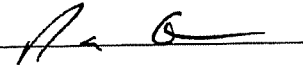
First Street Holdings 7, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

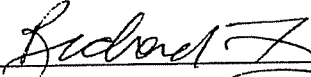
By: 
Name: David Quick
Title: Authorized Signatory


First Street Holdings 8, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel


By: 
Name: David Quick
Title: Authorized Signatory


First Street Holdings 9, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel


By: 
Name: David Quick
Title: Authorized Signatory

First Street Holdings 10, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

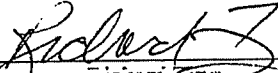
By: 
Name: David Quick
Title: Authorized Signatory

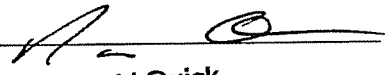
First Street Holdings 11, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

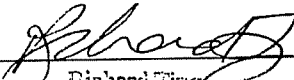
By: 
Name: David Quick
Title: Authorized Signatory


First Street Holdings 12, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

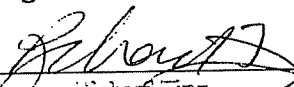
By: 
Name: David Quick
Title: Authorized Signatory

First Street Holdings 13, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

By: 
Name: David Quick
Title: Authorized Signatory

First Street Holdings 14, L.P.
By: POF4 GP, LLC, general partner
By: Oaktree Capital Management, L.P.,
managing member

By: 
Name: Richard Ting
Title: Managing Director
Associate General Counsel

By: 
Name: David Quick
Title: Authorized Signatory

General Electric Capital Corporation

By: 

Name: Charles Vandis

Title: Duly Authorized Signatory

Exhibit A

RESTRUCTURING PROPOSAL TERM SHEET

RESTRUCTURING TERM SHEET
FEBRUARY 28, 2010

THIS TERM SHEET (THE “TERM SHEET”) DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND/OR OTHER APPLICABLE LAWS. THIS TERM SHEET DOES NOT ADDRESS ALL MATERIAL TERMS AND CONDITIONS THAT WOULD BE REQUIRED IN CONNECTION WITH ANY POTENTIAL FINANCIAL RESTRUCTURING AND IS SUBJECT TO THE EXECUTION OF DEFINITIVE DOCUMENTATION IN FORM AND SUBSTANCE CONSISTENT WITH THIS TERM SHEET AND OTHERWISE ACCEPTABLE IN ALL RESPECTS TO THE REQUISITE CONSENTING LENDERS (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT TO WHICH THIS TERM SHEET IS ATTACHED) AND THE DEBTORS (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT TO WHICH THIS TERM SHEET IS ATTACHED).

This Term Sheet sets forth the principal terms of a proposed financial restructuring (the “Restructuring”) for the existing debt and other obligations of the Companies through a prearranged plan of reorganization of the Companies (a “Plan”) containing the terms and conditions described herein and other standard and customary provisions, including without limitation provisions concerning “pass-through” treatment for administrative and priority claims, trade payables and leases.

All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

GENERAL RESTRUCTURING TERMS

CREDIT AGREEMENT:	The Credit Agreement dated November 21, 2006, among Parent, Borrower, Bank of America, N.A. (" <u>BofA</u> ") as administrative agent (" <u>Administrative Agent</u> "), BofA as issuing lender (" <u>Issuing Lender</u> ") and the other entities party thereto as lenders (" <u>Lenders</u> "), as heretofore amended.
SPECIFIED SWAP AGREEMENTS:	The swap agreements currently outstanding with Lender Counterparties representing approximately \$12.1 million of liabilities owed by Borrower. All obligations under the Specified Swap Agreements are referred to herein as the " <u>Specified Swap Obligations</u> ".
LENDER COUNTERPARTIES:	BofA, Suntrust, Bank of Montreal and their respective successors and permitted assigns.
PARENT:	Regent Communications, Inc.
BORROWER:	Regent Broadcasting, LLC
COMPANIES:	Parent, Borrower and all subsidiaries of Borrower.
REORGANIZED PARENT:	Parent as reorganized in connection with the Restructuring, a successor thereto or a newly formed company to be formed for the purpose of owning the Companies.
REORGANIZED BORROWER:	Borrower as reorganized in connection with the Restructuring or a successor thereto.
NEW EQUITY:	100% of all equity of Reorganized Parent as of the effective date of the Plan (the "Effective Date"). The New Equity will be structured in a manner reasonably acceptable to the Requisite Consenting Lenders (as defined in the Restructuring Support Agreement), including (without limitation) limitations on certain fundamental actions, and so as to ensure, by way of limited voting rights, that the holders thereof (other than Oaktree Capital Management, L.P. and its controlled affiliates (collectively, "Oaktree")) will hold a "nonattributable" interest in the Companies under applicable FCC rules and policies. In addition, to the extent any Consenting Lender's direct or indirect owners include entities or persons which would be included in the calculation of foreign ownership for purposes of Section 310(b) of the Communications Act of 1934, as amended, and the FCC's rules and policies promulgated thereunder, such Consenting Lender may, if requested by Oaktree, be required to receive a warrant for New Equity in lieu of New Equity in order to satisfy FCC foreign ownership limitations. Finally, the Reorganized Parent and the holders of the New Equity will be required to enter into definitive investment agreements providing for, subject to customary exceptions, tag-along rights on transfers by Oaktree, preemptive rights on equity issuances (subject to certain exceptions reasonably acceptable to the Requisite Consenting Lenders), demand and piggyback registration rights and transfer restrictions, as well as drag-along provisions in favor of Oaktree, in each case in form and substance reasonably acceptable to the Requisite Consenting Lenders.

- RESTRUCTURING:** The Commitments under the Credit Agreement will be terminated. All Obligations (as defined in the Credit Agreement), including all Loans under the Credit Agreement and the Specified Swap Obligations, will be exchanged for the following, allocated among the applicable Secured Parties on a pro rata basis:
- \$95 million of Senior Secured Term Loans incurred by Reorganized Borrower on substantially the terms set forth below,
 - \$25 million of PIK Loans incurred by Reorganized Borrower on substantially the terms set forth below, and
 - 100% of the New Equity issued by Reorganized Parent, which will be subject to dilution by the Management Equity Incentive Program described below and future post-Restructuring issuances.
- UNSECURED CLAIMS:** The Lenders shall waive their deficiency claims against the Debtors. All other unsecured claims shall be paid in full in cash on or prior to the Effective Date.
- EXISTING EQUITY:** The Plan shall provide that the Secured Parties will make a gift of, or allow the Companies to distribute from the Secured Parties' collateral, \$5.5 million to the current shareholders of Parent on a pro rata basis. Upon distribution of such amount, the outstanding shares of Parent will be cancelled.
- COMPENSATION PLANS:** The Plan shall provide that the Companies assume the (i) existing employment agreements of Anthony A. Vasconcellos and William L. Stakelin, as amended on February 28, 2010 (the "Employment Agreements"), (ii) 2004 Corporate Employee Retention and Severance Plan, (iii) 2010 Special Bonus Plan with bankruptcy incentives as adopted by the board in December 2009, and (iv) Regent Communications, Inc. Deferred Compensation Plan.
- MANAGEMENT EQUITY INCENTIVE PROGRAM:** Options, equity or other equity-based grants equal to 8% of the total New Equity on a fully diluted basis will be reserved for a management equity incentive plan, the specific terms of which will be determined by the board of Reorganized Parent.
- EXECUTORY CONTRACTS AND UNEXPIRED LEASES:** Executory contracts and unexpired leases shall be assumed or rejected pursuant to a schedule to be attached to the Plan Supplement, which shall be acceptable in all respects to the Requisite Consenting Lenders in their sole discretion, including any amendments prior to the Effective Date.
- PRIVATE COMPANY:** The Reorganized Parent would not be listed on a national securities exchange or be an SEC-reporting company.
- RELEASES:** To the extent allowable by law, the Plan will contain customary releases and other exculpatory provisions in favor of (i) the Company, its present directors, officers and professional advisors and (ii) the Consenting

Lenders, their respective directors, officers, partners, members, representatives, employees, professional advisors and other parties to be agreed upon by the Borrower and the Requisite Consenting Lenders.

**EXPENSE
REIMBURSEMENT:**

All reasonable and documented out-of-pocket expenses of the Requisite Consenting Lenders, their counsel (including but not limited to, Kirkland & Ellis LLP, Drinker Biddle & Reath LLP and Finn Dixon & Herling LLP) and their financial advisor shall be paid in full in cash.

TERMS OF SENIOR SECURED TERM LOANS

PRINCIPAL AMOUNT:	\$95 million
AGENT:	To be determined.
MATURITY DATE:	4 years from the Effective Date.
RATE:	One-month LIBOR plus 4.0% and, upon an event of default, increased to one-month LIBOR plus 6.0%; <u>provided</u> that, in each case, there shall be a LIBOR floor of 1.25%.
GUARANTORS:	A newly formed holding company of Reorganized Borrower which is 100% owned by Reorganized Parent and all subsidiaries of Reorganized Borrower.
COLLATERAL:	Subject to the New Revolving Loans (as defined below), first priority perfected security interest on all personal and real property of Reorganized Borrower and Guarantors, subject to exceptions to be agreed and limitations and qualifications relating to FCC licenses to be agreed, in each case by the Reorganized Borrower and the Requisite Consenting Lenders.
VOLUNTARY PREPAYMENTS:	Voluntary prepayments shall be permitted without premium or penalty subject to customary thresholds and notice requirements.
MANDATORY REPAYMENTS:	<ul style="list-style-type: none">• 1% amortization per annum of the Principal Amount with remainder payable in full on the Maturity Date• Semi-Annual payment of 50% of excess cash flow, with definition to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders• Mandatory repayment from asset sale proceeds subject to exceptions and permitted reinvestment to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders
FINANCIAL COVENANTS:	Beginning on December 31, 2010 (for the immediately preceding quarter), quarterly financial covenants to be agreed upon by the Reorganized Borrower and the Requisite Consenting Lenders.
REPRESENTATIONS & WARRANTIES, COVENANTS & EVENTS OF DEFAULT:	Representations and warranties, affirmative and negative covenants, and events of default to be customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.
EXPENSE REIMBURSEMENT & INDEMNIFICATION:	Expense reimbursement and indemnification in favor of Agent, lenders and their related parties on terms customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.

TERMS OF PIK LOANS

PRINCIPAL AMOUNT: \$25 million

NOTES AGENT: To be determined by the Requisite Consenting Lenders.

MATURITY DATE: 4 years and 6 months from the Effective Date.

RATE: 12% payable in kind on a quarterly basis.

RANKING: Unsecured debt, subordinated to the Senior Secured Term Loans.

REPRESENTATIONS & WARRANTIES, COVENANTS, EVENTS OF DEFAULT AND OTHER PROVISIONS: Representations and warranties, affirmative and negative covenants, events of default and other terms to be customary for transactions of this type, subject to mutual agreement of the Reorganized Borrower and the Requisite Consenting Lenders.

New Revolving Loans

**TERMS AND
CONDITIONS:**

A revolving loan facility in the aggregate principal amount of up to \$5,000,000, provided (a) the Requisite Consenting Lenders have approved such loans, (b) such loans are secured by the same collateral as the Senior Secured Term Loan and with the same priority, and (c) such loans are paid in full prior to the repayment of the Senior Secured Term Loan.

Exhibit B

PROVISION FOR TRANSFER AGREEMENT

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of February 28, 2010 (as amended or otherwise modified from time to time in accordance with the terms thereof), by and among Regent Communications, Inc., a Delaware corporation, Regent Broadcasting, LLC, a Delaware limited liability company, [**insert name of Transferor Consenting Holder**], and the other parties thereto, inter alia, and agrees to be bound by the terms and conditions thereof to the extent Transferor was thereby bound.

By: _____
Transferee

Acknowledged by

Regent Communications, Inc.
on _____, 2010

By: _____

Its: _____

Regent Broadcasting, LLC
on _____, 2010

By: _____

Its: _____

Exhibit E

The Plan of Reorganization

Due to the voluminous nature of this Exhibit, it is not attached here but is available upon request from Debtors' counsel and is publicly filed and available at www.kccllc.net/regent.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.¹

Debtor.

Chapter 11

Case No. 10-____ (____)

Joint Administration Pending

**CONSOLIDATED LIST OF CREDITORS HOLDING
30 LARGEST UNSECURED CLAIMS**

The following is a list of creditors holding the 30 largest unsecured claims against the above-captioned Debtor and certain affiliated entities that have simultaneously commenced chapter 11 cases in this Court (collectively, the “**Debtors**”). This list has been prepared on a consolidated basis from the unaudited books and records of the Debtors. The list reflects amounts from the Debtors’ books and records on or about February 19, 2010.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Regent Communications, Inc., a Delaware corporation (2857); B & G Broadcasting, Inc., a Delaware corporation (9111); Livingston County Broadcasters, Inc., an Illinois corporation (2024); Regent Broadcasting, LLC, a Delaware limited liability company (1632); Regent Broadcasting Management, LLC, a Delaware limited liability company (5451); Regent Broadcasting of Albany, Inc., a Delaware corporation (7566); Regent Broadcasting of Bloomington, Inc., a Delaware corporation (2658); Regent Broadcasting of Buffalo, Inc., a Delaware corporation (7815); Regent Broadcasting of Chico, Inc., a Delaware corporation (1263); Regent Broadcasting of Duluth, Inc., a Delaware corporation (9495); Regent Broadcasting of El Paso, Inc., a Delaware corporation (1469); Regent Broadcasting of Erie, Inc., a Delaware corporation (8859); Regent Broadcasting of Evansville/Owensboro, Inc., a Delaware corporation (9510); Regent Broadcasting of Flagstaff, Inc., a Delaware corporation (3259); Regent Broadcasting of Flint, Inc., a Delaware corporation (6474); Regent Broadcasting of Ft. Collins, Inc., a Delaware corporation (9503); Regent Broadcasting of Grand Rapids, Inc., a Delaware corporation (6790); Regent Broadcasting of Kingman, Inc., a Delaware corporation (3260); Regent Broadcasting of Lafayette, LLC, a Delaware limited liability company (5450); Regent Broadcasting of Lake Tahoe, Inc., a Delaware corporation (1261); Regent Broadcasting of Lancaster, Inc., a Delaware corporation (9505); Regent Broadcasting of Lexington, Inc., a Delaware corporation (0854); Regent Broadcasting of Mansfield, Inc., a Delaware corporation (6796); Regent Broadcasting Midwest, LLC, a Delaware limited liability company (5369); Regent Broadcasting of Palmdale, Inc., a Delaware corporation (5821); Regent Broadcasting of Peoria, Inc., a Delaware corporation (9348); Regent Broadcasting of Redding, Inc., a Delaware corporation (1262); Regent Broadcasting of San Diego, Inc., a Delaware corporation (3044); Regent Broadcasting of South Carolina, Inc., a Delaware corporation (3151); Regent Broadcasting of St. Cloud, Inc., a Delaware corporation (9265); Regent Broadcasting of St. Cloud II, Inc., a Minnesota corporation (6304); Regent Broadcasting of Utica/Rome, Inc., a Delaware corporation (1480); Regent Broadcasting of Watertown, Inc., a Delaware corporation (1476); Regent Broadcasting West Coast, LLC, a California limited liability company (8962); Regent Licensee of Chico, Inc., a Delaware corporation (1681); Regent Licensee of Erie, Inc., a Delaware corporation (8861); Regent Licensee of Flagstaff, Inc., a Delaware corporation (1677); Regent Licensee of Kingman, Inc., a Delaware corporation (9969); Regent Licensee of Lake Tahoe, Inc., a Delaware corporation (2685); Regent Licensee of Lexington, Inc., a Delaware corporation (5710); Regent Licensee of Mansfield, Inc., a Delaware corporation (8147); Regent Licensee of Palmdale, Inc., a Delaware corporation (1678); Regent Licensee of Redding, Inc., a Delaware corporation (1679); Regent Licensee of San Diego, Inc., a Delaware corporation (3036); Regent Licensee of South Carolina, Inc., a Delaware corporation (3136); Regent Licensee of St. Cloud, Inc., a Delaware corporation (9266); Regent Licensee of Utica/Rome, Inc., a Delaware corporation (1482); Regent Licensee of Watertown, Inc., a Delaware corporation (1477).

The list is prepared in accordance with Fed. R. Bank. P. 1007(d) for filing in the Debtors' chapter 11 cases. This list does not include (1) persons who come within the definitions of "insider" set forth in 11 U.S.C. Section 101 or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the largest unsecured claims.

The information herein shall not constitute an admission of liability by, nor is it binding on, any Debtor. Moreover, nothing herein shall affect any Debtor's right to challenge the amount or characterization of any claim at a later date.

**CONSOLIDATED LIST OF CREDITORS
HOLDING THE 30 LARGEST UNSECURED CLAIMS**

	(1) Name of Creditor	(2) Name, telephone number and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Amount of Claim (secured also state value of security)
1	Arbitron Inc	PO Box 3228 Carol Stream, IL 60132-3228 P: 410-312-8000 F: 410-312-8650	TRADE DEBT	\$84,835.09
2	SESAC	PO Box 900013 Raleigh, NC 27675-9013 P: 800-826-9996 F:	TRADE DEBT	\$60,685.21
3	Brainerd Communicators Inc	521 Fifth Avenue 8th Floor New York, NY 10175 P: 212-986-6667 F: 212-986-8302	TRADE DEBT	\$50,000.00
4	Premiere Radio Networks	15260 Ventura Blvd No 400 Sherman Oaks, CA 91403 P: 818-377-5300 F: 818-377-5333	TRADE DEBT	\$26,223.00
5	Integrays Energy Services	PO Box 13248 Green Bay, WI 54307-3248 P: 888-649-4464 F: 716-826-9725	TRADE DEBT	\$24,948.44
6	Dell Marketing LP	c/o Dell USA LP PO BOX 802816 Chicago, IL 60680-2816 P: 800-234-9999 F:	TRADE DEBT	\$14,191.91
7	Time Warner Telecom	TW Telecom PO Box 3710 TROY, MI 48099 P: 800-565-8982 F:	TRADE DEBT	\$14,103.41
8	Larimer County Treasurer	PO Box 2336 Fort Collins, CO 80522-2336 P: 970-498-7020 F:	TRADE DEBT	\$13,056.29
9	THE SHALOM GROUP LP	444 EXECUTIVE CENTER BLVD SUITE 120 EL PASO, TX 79902 P: 915-532-3456 F: 915-532-4517	TRADE DEBT	\$12,584.19

	(1) Name of Creditor	(2) Name, telephone number and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Amount of Claim (secured also state value of security)
10	CDW Computer Centers Inc	PO Box 75723 Chicago, IL 60675-5723 P: 800-520-4239 F:	TRADE DEBT	\$12,286.52
11	Radio Advertising Bureau Inc	PO Box 972036 Dallas, TX 75397-2036 P: 972-753-6727 F:	TRADE DEBT	\$11,505.00
12	Spacial Audio Solutions LLC	PO Box 90781 Austin, TX 78709 P: 972-739-6420 F: 512-519-4370	TRADE DEBT	\$11,145.70
13	National City	PO Box 856176 Louisville, KY 40285-6176 P: 866-646-6880 F:	TRADE DEBT	\$10,924.88
14	Katz Media Corportation	125 West 55TH ST New York, NY 10019-5366 P: 212-424-6000 F: 212-424-6601	TRADE DEBT	\$10,898.84
15	Radio Computing Services Inc	14440 Collections Center Dr. Chicago, IL 60693 P: 914-428-4600 F: 914-428-6224	TRADE DEBT	\$10,147.68
16	Katz Radio	12019 Collections Center Drive Chicago, IL 60693-0120 P: 212-424-6000 F: 212-424-6895	TRADE DEBT	\$9,419.23
17	Poudre Valley REA	7649 Rea Parkway Fort Collins, CO 80527-2550 P: 970-226-1234 F: 970-226-2123	TRADE DEBT	\$8,851.53
18	Long Heating & Cooling	PO Box 9006 Albany, NY 12209-0006 P: 518- 465-6647 F:	TRADE DEBT	\$7,658.71
19	Christal Radio	12019 Collections Center Dr Chicago, IL 60693-0120 P: 212-424-6000 F: 212-424-6110	TRADE DEBT	\$6,889.18

	(1) Name of Creditor	(2) Name, telephone number and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Amount of Claim (secured also state value of security)
20	Weld County Treasurer	PO Box 458 Greeley, CO 80632-0458 P: 970-353-3845 x3290 F:	Trade Debt	\$6,528.72
21	AT&T	PO Box 78152 Phoenix, AZ 85062-8152 P: 888- 504-9463 F:	Trade Debt	\$6,447.69
22	Amacai Information Corporation	dba Localeze PO Box 9135 Uniondale, NY 11555 P: 312-924-3020 F: 312-924-3001	Trade Debt	\$5,550.00
23	Clear Channel Broadcasting Inc	200 E Basse Rd San Antonio, TX 78209 P: 210-822-2828 F: 843-884-1218	Trade Debt	\$5,078.67
24	Marketon Broadcast Solutions	PO Box 3375 Portland, OR 97208 P: 208-788-6800 F: 541-271-1401	Trade Debt	\$4,969.79
25	Clear Channel Outdoor	2305 Sparksman St El Paso, TX 79903 P: F:	Trade Debt	\$4,960.00
26	Promo Suite	65 Broadway Ste 602 New York, NY 10006 P: 212-509-1200 F:	Trade Debt	\$4,740.00
27	New Odyssey Investment	200 N Green River Rd. Evansville, IN 47715 P: 212-351-7900 F: 212-351-7925	Trade Debt	\$4,400.00
28	El Paso Water Utilites	Public Service Board PO Box 511 El Paso, TX 79961-0001 P: 915-594-5500 F: 915-594-5660	Trade Debt	\$3,656.06
29	National Association of Broadcasters	Chris Suever, Director 1 771 N St NW Washington, DC 20036 P: 202-429-5300 F: 202-429-4199	Trade Debt	\$3,600.00

	(1) Name of Creditor	(2) Name, telephone number and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Amount of Claim (secured also state value of security)
30	KDBC Tower Rental	TTBG El Paso OPCO, LLC 801 N. Oregon St. El Paso, TX 79902	Trade Debt	\$3,498.93

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.¹

Debtor.

Chapter 11

Case No. 10-____ (____)

Joint Administration Pending

**DECLARATION CONCERNING DEBTORS' CONSOLIDATED LIST OF
CREDITORS HOLDING 30 LARGEST UNSECURED CLAIMS**

I, Anthony A. Vasconcellos, Executive Vice President and Chief Financial Officer of Regent Communications, Inc., a Delaware corporation, declare under penalty of perjury that I have reviewed the Consolidated List of Creditors Holding 30 Largest Unsecured Claims submitted herewith, and that the list is true and correct to the best of my information and belief.

Dated: 3-1, 2010



Anthony A. Vasconcellos

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.,¹

Debtor.

Chapter 11

Case No. 10-____ (____)

Joint Administration Pending

STATEMENT OF CORPORATE OWNERSHIP

The following entities directly or indirectly own 10% or more of any class of the above-captioned Debtor's equity interests:

Entities affiliated with John J. Ahn	9.66%
Entities affiliated with Bryant Riley	9.58%

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.,²

Debtor.

Chapter 11

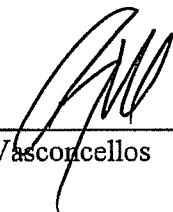
Case No. 10-____ (____)

Joint Administration Pending

DECLARATION REGARDING STATEMENT OF CORPORATE OWNERSHIP

I, Anthony A. Vasconcellos, Executive Vice President and Chief Financial Officer of Regent Communications, Inc. a Delaware corporation, declare under penalty of perjury that I have reviewed the Statement of Corporate Ownership and that the information is true and correct to the best of my information and belief.

Dated: March 1, 2010



Anthony A. Vasconcellos

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.,¹

Debtor.

Chapter 11

Case No. 10-____ (____)

Joint Administration Pending

LIST OF EQUITY SECURITY HOLDERS

In accordance with Rule 1007(a)(1) and 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the Debtor submits the List of Equity Security Holders attached hereto, representing the record holders as of March 1, 2010.

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List of Equity Security Holders

Name	Address	Shares
American Enterprise Investment Services Rebecca Strand	2178 AMP Financial Center Minneapolis, MN 55474	21,208
Ameriprise Mike Kohler	751 Griswold St Detroit, MI 48226	44,100
Assent LLC Paul Botta	5 Marine Plaza Ste 102 Hoboken, NJ 07030	60,561
Baird Robert W & Co Inc Dean Markofski	777 E Wisconsin Ave Milwaukee, WI 53202	375,691
Bank of America National Association Carla V Brooks	411 N Akard 5th Fl Dallas, TX 75201	688
BMO Nesbitt Burns Inc Louise Torangeau	1 First Canadian Place 13th Fl PO Box 150 Toronto ON M5X 1H3 CANADA	2,195
BNP Paribas Securities Corp Creighton Douglass	555 Croton Rd King of Prussia, PA 19406	2
BNY Mellon Michael Kania	525 William Penn Place Pittsburgh, PA 15259	25,648
Brown Brothers Harriman & Co Dorota Malkiewicz	525 Washington Blvd New Port Towers Jersey City, NJ 07302	102,691
Brown Brothers Harriman & Co ETF Sheldon Broutman	140 Broadway New York, NY 10005	275,690
Canaccord Capital Corporation Aaron Caughlan	609 2200 Granville St Vancouver, BC V7Y 1H2 CANADA	39,505
CDS Clearing and Depository Services Loretta Verelli	600 de Maisonneuve Blvd W Ste 210 Montreal, QC H3A 3J2 CANADA	4,000
Charles Schwab & Co Inc Debbie Jung	2423 E Lincoln Dr PHX PEAK 02 K130 Phoenix, AZ 85016	1,355,877
Citadel DG Marcia Banks	101 S Dearborn St Chicago, IL 60603	10,143
Citibank NA Sandra Hernandez	3800 Citibank Center B3 12 Tampa, FL 33610	38,333

Name	Address	Shares
Citigroup Global Markets Inc Pat Haller	111 Wall St, 6th Fl New York, NY 10005	119,703
Clearview Correspondent Services LLC Linda Miller	8006 Discovery Dr Richmond, VA 23229	25,000
Crowell Weedon & Co George Lewis	624 S Grand Ave 25th Fl Los Angeles, CA 90017	300
Custodial Trust Co Dawn Eike	101 Carnegie Center Princeton, NJ 08540	135,912
Desjardins Securities Inc Karla Diaz	2 Complexe Desjardins Tour Est Nirveau 62 E1 22QC Montreal, QC H5B 1J2 CANADA	8,000
Deutsche Bank Securities Inc Jamaal Grier	5022 Gate Pkwy Bldg 100 Jacksonville, FL 32256	101,988
Edward D Jones & Co Kennique Meals	700 Maryville Center Dr St Louis, MO 63141	44,845
ETrade Clearing LLC Matt Freifeld	1981 Marcus Ave Ste 100 Lake Success, NY 11042	351,809
First Southwest Co Kevin Miller	325 N St Paul Ste 800 Dallas, TX 75201	30
Folio FN Investments Inc Ashley Theobald	8180 Greensboro Dr 8th Fl McLean, VA 22102	15,727
Genesis Securities LLC Shawn Arani	50 Broad St 2nd Fl New York, NY 10004	4,993
Goldman Sachs & Co Gloria Lio	30 Hudson St Proxy Dept Jersey City, NJ 07302	13,050
Goldman Sachs Execution & Clearing Anthony Bruno	30 Hudson St 4th Fl Jersey City, NJ 07302-4699	3,798,815
Goldman Sachs International Vanessa Camardo	30 Hudson St Proxy Dept Jersey City, NJ 07302	25,092
Interactive Broker Retail Equity Clearing Ken Hayden	2 Pickwick Plz 2nd Fl Greenwich, CT 06830	90,298

Name	Address	Shares
J P Morgan Clearing Corp Vincent Marzella	One Metrotech Center North 4th Fl Brooklyn, NY 11201-3862	6,591
Janney Montgomery Scott LLC Michael Tse	1801 Market St 9th Fl Philadelphia, PA 19103-1675	1,420
Jefferies & Co Inc Joseph Porcello	Harborside Financial Center 705 Plaza 3 Jersey City, NJ 07311	51,307
JJB Hilliard WL Lyons Inc Kevin Medico	c/o ADP Proxy Services 51 Mercedes Way Edgewood, NY 11717 USA	16,200
JPMorgan Chase Bank NA Armando Morales	14201 Dallas Pkwy Dallas, TX 75254	46,943
JPMorgan Chase Bank/IA Sanjay Ghuliani	Paradigm B Wing Fl 6 Mindspace Malad W Mumbai 400 064 INDIA	2,601
Legent Clearing c/o Mediant Communications Vinny Missiano	109 North 5th St Saddle Brook, NJ 07663	6,144
Lehman Brothers Inc Jim Gardiner	70 Hudson St 10th Fl Jersey City, NJ 07302	561
LPL Financial Corporation Martha Strahan	2810 Coliseum Centre Dr 5th Fl Charlotte, NC 28217	12,696
Manufacturers and Traders Trust Co Stephen Schmidt	1 M & T Plaza 8th Fl Buffalo, NY 14203	950
Merrill Lynch Pierce Fenner & Smith Henry Moralez	101 Hudson St 8th Fl Jersey City, NJ 07302	71,373
Merrill Lynch, Pierce, Fenner & Smith Linda Morgan	101 Hudson St 9th Fl Jersey City, NJ 07302	13,612
Mesirow Financial Inc Steve Raschke	350 N Clark St Chicago, IL 60610	847,900
Morgan Keegan & Co Inc Carol Antley	50 North Front St Memphis, TN 38103	17,845

Name	Address	Shares
Morgan Stanley & Co Inc Michelle Ford	1000 Lancaster St 3rd Fl Baltimore, MD 21202	98,290
Morgan Stanley & Co Inc Suzanne Mundle	230 Harborside Financial Center Plaza 2 7th Fl Jersey City, NJ 07311	35,101
National Financial Services Lou Trezza	200 Liberty St New York, NY 10281	3,981,395
NBCN Inc Louise Normandin	1010 Rue de la Guachetiere St West Ste 1410 Montreal, QC H3B 5J2 CANADA	2,800
Northern Trust Co Stella Castaneda	801 S Canal St Bldg C1N Chicago, IL 60607	1,305,474
NTC/UNJSPF Joe Swanson	801 S Canal Chicago, IL 60607	49,800
Oppenheimer & Co Inc Oscar Mazario	125 Broad St 15th Fl New York, NY 10004	1,085
Optionsxpress Inc Scott Johnson	311 W Monroe St Chicago, IL 60606	3,660
Penson Financial Services Inc Robert McPhearson	330 Bay St Ste 711 Toronto, ON M5H 2S8 CANADA	4,800
Penson Financial Services Inc Heather Beasley	1700 Pacific Ave Ste 1400 Dallas, TX 75201	179,915
Perelman Carley & Associates Inc Steve Perelman Prince	Twin Towers 3000 Farnam St Omaha, NE 68131	200
Pershing LLC Securities Corporation Al Hernandez	1 Pershing Plaza Jersey City, NJ 07399	5,976,180
PNC Bank NA Eileen Blake	8800 Tincum Blvd MS F6 F266 02 2 Philadelphia, PA 19153	4,219,846
Raymond James & Associates Inc Valerie Quick	880 Carillion Pkwy St Petersburg, FL 33733	168,374
RBC Capital Markets Corporation Tara Olmanson	510 Marquette Ave South 10th Fl Minneapolis, MN 55402	25,327

Name	Address	Shares
RBC Dominion Securities Inc Desiree Dmello	277 Front St W 4th Fl Toronto, ON M5V 2X4 CANADA	40,040
Ridge Clearing & Outsourcing Solutions Matt Freifeld	1981 Marcus Ave Ste 100 Lake Success, NY 11042	103,902
Scotia Capital Inc Normita Ramirez	PO Box 4085 Station A Toronto, ON M5W 2X6 CANADA	21,400
Scottrade Inc Terri Losche	12855 Flushing Meadows Dr St Louis, MO 63131	524,672
SG AMERICA Pete Scavone	1221 Ave of the Americas New York, NY 10020	1
Southwest Securities Inc Christina Finzen	1201 Elm St Ste 3700 Dallas, TX 75270	2,000
SSB IBT BGI Tom Broderick	1776 Heritage Dr N Quincy, MA 02171	372,869
State Street Bank and Trust Co Amanda Banta	Corp Actions JAB5E 1776 Heritage Dr North Quincy, MA 02171-2101	2,087,900
Stephens Inc Linda Thompson	111 Center St, 4th Fl Little Rock, AR 72201-4402	242
Stifel Nicolaus & Co Inc Chris Wiegand	501 N Broadway, 7th Fl St Louis, MO 63102	7,763
TD Ameritrade Clearing Inc Gary Swain	1005 Ameritrade Pl Bellevue, NE 68005	1,700,775
TD Waterhouse Canada Inc Beverly Adams	60 North Windplace Scarborough, ON M1S 3A7 CANADA	28,349
Texas Treasury Safekeeping Trust Janie Dominguez	208 E 10th St Rm 410 Austin, TX 78710	14
The Bank of New York Mellon Susan Karafa	BNY Asset Servicing 525 William Penn Pl Ste 0400 Pittsburgh, PA 15259	163,620
TradeStation Group Inc Herbert Walton	8050 SW 10th St Ste 4000 Plantation, FL 33324	1,256,685
UBS Financial Services LLC Jane Flood	1200 Harbor Blvd Weehawken, NJ 07086	1,169,168

Name	Address	Shares
UBS Securities LLC John Malloy	480 Washington Blvd Jersey City, NJ 07310	415,412
US Bancorp Investments Inc Kathy Dabruzzo	60 Livingston Ave EP MN WN2H St Paul, MN 55107-1419	50
US Bank NA Tim Randall	1555 N Rivercenter Dr Ste 302 Milwaukee, WI 53212	504,782
USAA Investment Management Co Joyce Wilson	HOA02W B1 9800 Fredericksburg Rd San Antonio, TX 78288	15,478
Vanguard Marketing Corporation John Clemente	1345 Ave of the Americas New York, NY 10105-4300	28,848
Wachovia Bank N.A. Victoria Stewart	1525 W WT Harris Blvd Charlotte, NC 28262-8522	500
Wachovia Securities Finessa Rosson	One North Jefferson St St Louis, MO 63103	307,395
Wedbush Morgan Securities Inc Hermon Alem	1000 Wilshire Blvd Los Angeles, CA 90017	240
Wells Fargo Bank, National Association Kevin St Louis	733 Marquette Ave MAC N9306 057 5th Fl Minneapolis, MN 55402	52,900
Wells Fargo Investments, LLC Chris Thompson	625 Marquette Ave, 13th Fl Minneapolis, MN 55402-2308	54,790
Wilson-Davis & Co, Inc Bill Walker	236 South Main St Salt Lake City, UT 84101	11,908

Name	Address	Shares
David D Acevedo	2730 Boston St SE GRAND RAPIDS, MI 49506-4718	100
Joseph Adams	PO Box 351 LOCUST VALLEY, NY 11560-0351	170
John Ahn	16757 Bajio Road ENCINO, CA 91436	3,750
Sam Allegro & Alice Allegro & John Allegro Jt Ten	3120 Willow Rd SO CHICAGO HEIGHTS, IL 60411-5347	42
Robert E Allen	44 Reily Rd CINCINNATI, OH 45215	14,278
Stuart Allen	618 Charles DAVISON, MI 48423	814
Williard L Allen & Edythe Allen Jt Ten	1579 Lakeveiw Dr BOUNTIFUL, UT 84010	140
Charity Anderson	510 Kennedy Ct WYOMING, IL 61491	66
Kevin R Anfield	311 Snider Ln CHATHAM, IL 62629-5022	56
Paula Angstadt	19935 Paso Robls Ave REDDING, CA 96003	600
Anna M Artale & Josephine Artale Jt Ten	207 Berkshire Dr FARMINGVILLE , NY 11738-2063	140
Anna M Artale	207 Berkshire Drive FARMINGVILLE , NY 11738-2063	211
Vito Artale & Josephine Artale Jt Ten	207 Berkshire Dr FARMINGVILLE , NY 11738-2063	140
Debra A Arthurs	210 Elysian Fields D LAFAYETTE, LA 70508	717
Robert J Ausfeld	1726 Wendell Ave SCHENECTADY, NY 12308	3,000
Dawn Bahan	5704 W Charleston Ct PEORIA, IL 61607	11,251
Christopher J Barber	1100 Sacramento Street Apt 408 SAN FRANCISCO, CA 94108	97
Marvin J Barlow & Mary A Barlow Jt Ten	11823 33rd Dr Se EVERETT, WA 98208-6152	100
Charley R Barnes	5206 W 27th Street GREELEY, CO 80634	2,125
Michale Baron	Middle Road SANDS POINT, NY 11050	281
Frederick Barr lii	8664 MCGOVERN BYRON CENTER, MI 49315	188

Name	Address	Shares
Chester Bates	723 18th St Sw PUYALLUP, WA 98371-6645	84
Rea A Baxter	3181 Holloway Lane HENDERSON, KY 42420	2,740
Mary Jo Beach	8693 Maple Ln LEE CENTER, NY 13363	3,159
Morris Becher & Susan Becher Jt Ten	4635 Baypark Way BROOKLYN, NY 11230-3332	704
Pamela Begnaud	435 Mermentau Rd YOUNGSVILLE, LA 70592	1,124
Robert Belongie	20253 Charlanne Drive REDDING, CA 96002	96
George D Belotti	330 E Algrove St COVINA, CA 91723	28
Edward Benks	3450 Lost Lake Place Unit K 1 FORT COLLINS, CO 80528	768
Moshe Benyamini	27 Beacon Ln MATAWAN, NJ 7747	218
Kevin Bessler	606 S Spencer LEXINGTON IL 61753	447
Ronald Bivens	1235 Hales Branch Rd MIDLAND OH 45148-9785	300
Blue Chip Capital Fund Iii Limited Partnership	C/O Blue Chip Venture Co 250 East Fifth Street Suite 1100 CINCINNATI, OH 45202	363,636
Blue Chip Capital Fund Iii Limited Partnership	1100 Chiquita Center 250 East Fifth Street Cincinnati, OH 45202 CONTACT JOHN WYANT	200,000
Blue Chip Capital Fund Ii Limited Partnership	Attn: John Wyant 1100 Chiquita Center 250 East Fifth Street CINCINNATI, OH 45202	1,702,718
Blue Chip Capital Fund Ii Limited Partnership	C/O Blue Chip Venture Co 250 East Fifth Street Suite 1100 CINCINNATI, OH 45202	679,523
Thomas F Bobinski	5880 W Spicey Hill Dr HOMOSASSA FL 34448-1307	70
Mary Therese Bohan	2823 Sigsbee St ERIE, PA 16508-1724	100
Paul Boscarino	7458 De Costa Drive ROCKFORD, MI 49341	283

Name	Address	Shares
Mark E Brefka	20 Main St Ste 2 ASHLAND, MA 01721-3115	121
Gregory L Brockdorf	10950 W Stanton Rd TRUFANT, MI 49347	35
Roger J Brod	1907 So 8th QUINCY , IL 62301-7207	14
William R Brown & Charlean F Brown Jt Ten	7305 Cooper Chapel Rd LOUISVILLE, KY 40229-1729	3
Russell A Buckingham	10719 Juniper Pass SAN ANTONIO, TX 78254-1753	87
Eugene D Burbak	173 Meadowbrook Rd GARDEN CITY, NY 11530	49
Diane Burden	919 Euclid Ave PEORIA HTS, IL 61616	0
Maria Ella Caiola	227 1st Ave FRANKFORT, NY 13340	411
Mark Callaghan	9103 E 29th Pl DENVER, CO 80238	696
Jeffrey J Capasso	685 Ventana Way WINDSOR, CO 80550-2832	6,313
Mary Jane Carman	614 Emery Street SALT LAKE CITY, UT 84104-2429	140
Joseph M Carson & Adah R Carson Jt Ten	698 Meadowlawn Dr Se SALEM, OR 97301-5649	14
Philip Catlett	PO Box 230851 GRAND RAPIDS, MI 49523	18,613
Stan Chapman & Marjorie M Chapman Jt Ten	1424 Plata Way SANDY, UT 84093-2351	28
Dianne Chase	810 Academy St WATERTOWN, NY 13601-3447	843
Gary Chenoweth	2827 Sharon Ave Sw WYOMING, MI 49519	0
Rich Chiaino	6430 Bridlewood Dr S EAST AMHERST, NY 14051	136
Richard Chiaino	6430 Bridlewood Dr S E AHMERST, NY 14051	0
Clayton Church	7334 Ironwood Dr SWARTZ CREEK, MI 48473-9450	4,103
Calvin H Clark	7740 Forrest Bend Dr SALT LAKE CITY, UT 84121-5023	140
Steven J Colbert & Karen S Colbert Jt Ten	20 Bellaire Court HILLSBOROUGH, CA 94010	49

Name	Address	Shares
Regent Communications	Treasury 100 E Rivercenter Blvd 9th Floor COVINGTON, KY 41011	7,774,161
Robert Condos & Nancy Condos Jt Ten	14900 Woodland Park Dr FOREST RANCH, CA 95942-9745	100
Susan Conolly Cust Joseph W Nath III Utma of Pa	4026 Ellendale Rd DREXEL HILL, PA 19026	10
Annette Bialas Cook	3328 Chalmers Dr WILMINGTON, NC 28409-6908	35
Janet Sue Smith-Cook	247 York St WALTON, KY 41094-8756	100
Linda Cowart	3066 South 3140 West SALT LAKE CITY, UT 84119-1751	28
William R Crago	515 Stockton Dr OWENSBORO, KY 42303-7017	90
Ladonne Craig	5999 Laurel Ridge Dr NEWBURGH, IN 47630	0
Kenneth P Crowley	1234 Waterfront Dr MT PLEASANT, SC 29464	49
Gerard N Cudzil	134 Beaver Brook Ct HOLMDEL, NJ 07733-2541	49
Eric Currivan	7 Bruck Court SPRING VALLEY, NY 10977-1123	70
Keith Custer	7488 Four Mile Road BLANCHARD, MI 49310-9475	35
Phidia K Cutrubus	4300 Lakeview Dr OGDEN, UT 84403-3263	1,127
Paula Dagen	55 Central Park W 9d NEW YORK, NY 10023-6003	25
French Damewood III	202 E Schantz Ave DAYTON, OH 45409-2223	3,106
Erik L Davis	119 E 4th St BAXTER SPGS, KS 66713-1234	25
Ida R Davis Cust Holly E Williams Missouri Transfers To Min Law	1739 Baker Blvd CARTHAGE, MO 64836-3004	25
Ida R Davis Cust Katherine R Williams Missouri Transfers To Min Law	1739 Baker Blvd CARTHAGE, MO 64836-3004	25
Michael Davis	PO Box 14844 CINCINNATI, OH 45250	593
Tracianne Decarr	63 Greenacres Drive WHITESBORO, NY 13492	0

Name	Address	Shares
Bernadette Deckard	101 Wilbourn Blvd Apt 907 LAFAYETTE, LA 70506-5173	2,278
John Delorenzo	10 Cotswold Ln PRINCETON, NJ 8540	2,500
David F Devine	1410 Meridian St Se ATLANTA, GA 30317-1726	10
Raymond Dick	27175 Barwick Dr SALISBURY, MD 21801-1727	117
George R Dickerson	1416 Western Hills D EVANSVILLE, IN 47720	1,535
James A Doig & Barbara J Doig Jt Ten	111 Green Ave PORT JEFFERSON STATION, NY 11776-4411	56
Michael S Done	6153 E Campobello St SCOTTSDALE, AZ 85254-5920	2,602
Lawrence Downes	7811 N Sherman Drive INDIANAPOLIS, IN 46240	3,236
Bradley Dubow	608 Punto Reyes EL PASO, TX 79912	3,030
Robert Duncan	8459 Oak Bough Cv CORDOVA, TN 38018	969
Edge Capital Lp	10 E 40th St Ste 4210 NEW YORK, NY 10016	12,550
Thomas O Edwards & Peggy Edwards Jt Ten	12847 Se 86th Dr WHITE SPRINGS, FL 32096-2317	28
Matthew Elmore	908 Nancy Ln CINCINNATI, OH 45226-1230	85
Sophie C Elphant	178 Old Wilmot Road SCARSDALE, NY 10583-6161	14
David Engberg	23732 Gaberdine Rd SAINT CLOUD, MN 56301	4,034
Jed L Ericksen	3307 N 660 E LEHI, UT 84043-2967	140
John R Ervasti	Box 86 149 Towerhill Rd SCARBOUGH, NY 10510	121
John Falcon	2202 S State ABBEVILLE, LA 70510	1,356
Marion L Fancher & Wilma J Fancher Jt Ten	Box 392 MILAN, IN 47031-0392	50
Dallas M Faulkner	2059 W Middlefield St STOCKTON, CA 95204-4837	1

Name	Address	Shares
Laura H Faulkner	1219 Lancashire Dr UNION, KY 41091	2,558
Edward Fergus	5 Haig Dr DIX HILLS, NY 11746	49
John H Ferguson & Mildred A Ferguson Jt Ten	1776 Spruce St Whitehorse TRENTON, NJ 08610-2233	28
Herbert Finn	65 Orchard St MANHASSET, NY 11030-1928	97
Deanna L Fischer	754 Rochelle Circle FORT COLLINS, CO 80526-3947	499
Brian Fishkin & Randee Handler Jt Ten	19-321 Nero Ave HOLLIS, NY 11423-1153	140
Zoe Burdine-Fly	1134 Drury Lane FLUSHING, MI 48433	3,308
Patricia R Follett	566 Purple Lilac Ln SANDY, UT 84070-6200	70
Jill Fontana	667 Coronado St REDDING, CA 96003	54
Tim Foss	8566 Pineview Lake D LINDEN, MI 48451	315
Lois R Frankel	5100 San Felipe St Unit 323 East HOUSTON, TX 77056-3620	140
Joh E Frary	32 Clovebrook Rd VALHALLA, NY 10595	49
Kelly Frost	3979 Polaris Way REDDING, CA 96002	76
Linda Fry	812 Cherokee Ln PONTIAC, IL 61764	1,720
James V Gallagher	14 Britany Pl BASKING RIDGE, NJ 7920	194
William K Gary	12012 Cattle Rd OKLAHOMA CITY, OK 73120-8028	49
Lisa Geraci	11548 Vista Del Rio REDDING, CA 96003	1,000
Maria D Gilbert	C/O Riggs Natl Bank 800 17th St Nw WASHINGTON, DC 20006	28
Betty Gillen	6650 Hearne Road No 236 CINCINNATI, OH 45248	0
Dorothy Glywasky	3344 Gurrero Drive MELBOURNE, FL 32940-5934	42
Scott James Graham	5 Settlers Trail DARIEN, CT 06820-5531	387

Name	Address	Shares
Patrick J Grattan	3860 Braganza Ave COCONUT GROVE, FL 33133-6307	121
Jr Greeley	600 Catherine WASHINGTON, IL 61571	14,578
Martin Greene	570 Beale St. Apt 207 SAN FRANCISCO, CA 94105-2022	100
Joe Greenwood	1221 3rd St HENRY, IL 61537	40
Martin Griffin	1691 Oak Vista Ave CHICO, CA 95926	712
Mike Grimsley	105 Appomatox Parkway CARENCRO, LA 70520	6,860
Robert Alfred Groff	9818 Marina Blvd. Apt. 1201 BOCA RATON, FL 33428-6609	14
Kent T Grover	4876 Grand View Peak Dr RIVERTON, UT 84096	140
Andrew Grundy	42 Bowman Dr GREENWICH, CT 06831-3237	28
Calvert Hall	1724 Tanglewood Dr FORT COLLINS, CO 80525	0
David Halperin	299 Kingspoint #124 EL PASO, TX 79912	605
Bruce D Hammer	16446 Marbro Dr ENCINO, CA 91436-3619	49
Ezra Harel	C/O M. A. Nissim 1 Rockefeller Plaza, Suite 2412 NEW YORK, NY 10022	7,049
Teresa Sue Harmon	Box 1800 SANTA YNEZ, CA 93460-1800	49
Amy B Harris	PO Box 727 WINDSOR, CO 80550-0727	1,305
John Harvey	7366 Green Valley GRAND BLANC, MI 48439	5,832
Liana Hathaway	1714 S 2300 E SALT LAKE CITY, UT 84108-3031	100
Charles J Hazlett	1717 N Bayshore Dr 1854 MIAMI, FL 33132	97
Thomas W Hehman	301 E 78th St Apt 17c NEW YORK, NY 10021	49
Linda Hippenstiel	8720 Andromeda Rd SAN DIEGO, CA 92126	800
John W Hirsch	31 Comely Ln LATHAM NY, 12110-5225	906

Name	Address	Shares
Benjamin Hoffman	1480 Bull Skin Run Ct BEAVERCREEK, OH 45434	0
Fred W Hoffman & Jeanne M Hoffman Jt Ten	28 N Moison Rd BLAUVELT, NY 10913-1415	140
Jeanne M Hoffman	28 N Moison Rd BLAUVELT, NY 10913-1415	28
William Hoffman	15 Virginia Ave ALBANY, NY 12205	0
Denise Horak	950 Palo Vista Ct REDDING, CA 96003	20
Nathan Howell	502 Lakeview Drive WINDSOR, CO 80550	145
Thomas Hoyt	2174 Villagewest Dr S LAPEER, MI 48446	3,050
John J Hudson	4031 Meadow Grove MASON, OH 45040	770
Deborah Huschle	16218 St Hwy 22 EDEN VALLEY, MN 55329	695
Michael Hutchens	612 Sheridan Rd EVANSVILLE, IN 47710-3456	0
Crystal Jacobs	5525 Grand River Ave GRAND RAPIDS, MI 49525	836
Terry S Jacobs	6561 Madeira Hills CINCINNATI, OH 45243	362,122
Terry S Jacobs	8040 Hosbrook Rd Ste 400 CINCINNATI, OH 45236	37,909
Thomas Jacobsen	5486 River Street LOWVILLE, NY 13367	3,091
Rene Jinorio	C/O Perricone 287 Juli Anne Ter SECAUCUS, NJ 07094-4012	98
Carolyn Johnsen	107 15th St Apt - B1 GARDEN CITY, NY 11530	159
Robert Johnson & Phyllis Johnson Jt Ten	15 Brighton Ave SPRING LAKE, NJ 7762	97
Michael Jones	389 Cedarville Rd ILION, NY 13357-3934	304
Mike Jones	2452 Walker Lane SALT LAKE CTY, UT 84117	56
Randy L Jones	2079 Terra Vista Way SANDY, UT 84093	56
Rick B Jones	1094 E Skyler Dr DRAPER, UT 84020	56

Name	Address	Shares
Rosalie L Jones	4678 South San Lucas Court SALT LAKE CITY, UT 84117	84
Janae C Jontry	7 Tatiana Ct BLOOMINGTON, IL 61704	2,716
Thomas Katovitz	11 Fox Ln LATTINGTOWN, NY 11560	49
Karen A Kelly	1709 Fairfield Dr NORMAL, IL 61761	4,136
Robert Kelly	11620 Kodiak Dr #30 CINCINNATI, OH 45240	261
Robert Kelly	11620 Kodiak Dr #30 CINCINNATI, OH 45240	0
Virginia D Kelly	106 Claymore Dr LAFAYETTE, LA 70503	280
Mary Valerie Kempinski & Pierina Kempinski Jt Ten	Box 236 ROCKY POINT, NY 11778-0236	14
Scott C Kersh	17 Newcastle Lane LAGUNA NIGUEL, CA 92677-9328	242
John Kimball	7374 Lost Canyon Cir SALT LAKE CITY, UT 84121-4603	100
Gary King	2409 Sunrise Key Blvd FT LAUDERDALE, FL 33304	49
Jacob Kiser	PO Box 753 INDEPENDENCE, KY 41051-0753	529
Kristen Kite	1557 Tonopah Drive CINCINNATI, OH 45255	261
Gregory Koufos	P.O Box 353 EAST ROCKAWAY, NY 11518-1915	169
Michael J Krull	5 Hastings Rd MONSEY, NY 10952-1312	97
Holly Kuntz	2112 Barnwood Ct FORT COLLINS, CO 80525	95
Louis Labonte	86 Birch St MANCHESTER, CT 06040-5309	19
Steve Lahr	30228 220th St PAYNESVILLE, MN 56362	0
Andrea Lambrecht	9270 Duelm Rd SAUK RAPIDS, MN 56379	311
Lawrence Landis	2974 Mountain View Dr LAGUNA BEACH, CA 92651-2021	500
David M Landry	102 Windchimes YOUNGSVILLE, LA 70592	1,654
Lynn Larson	613 W Sartell St. SARTELL, MN 56377	7,089

Name	Address	Shares
Jonathan S Laughlin	15 Foley Ave BLOOMINGTON, IL 61701	377
Cecile F Laurie	2756 Chaucer St LAS VEGAS, NV 89135-2096	42
Earlene A Leavitt	3065 Canyon View Cir SALT LAKE CITY, UT 84109-2001	140
Brent G Lee	2834 Rutherford Dr BLOOMINGTON, IL 61704	410
Charles M Leisenring	2838 Autumn Harvest FORT COLLINS, CO 80528	8,125
Jeanine Leone Tr Ua 4/8/97 Jeanine Leone Trust	2387 Dayspring Ln SALT LAKE CITY, UT 84124-1887	6
Jeffrey Levack	912 Vermont View Dr WATERVLIET, NY 12189-1048	174
Andrew L Lewis Iv	356 Exeter Rd HAVERFORD, PA 19041	8,750
Lewis Ligammari	619 23rd St NIAGARA FALLS, NY 14301-2503	42
Tracey L Lunenburg	5 Brighton Way FARMINGTON, CT 06032-4409	484
Michael Maciejewski	2765 Maguire GRAND RAPIDS, MI 49525	838
Richard A Malousek & Cheryl K Malousek Jt Ten	1276 County Road #21 WAHOO, NE 68006	70
Kelly R Manfredi	1282 Buglers Sound Cir BATAVIA, OH 45103-9232	682
Caroline Mangiatordi Cust Nicholas F Mangiatordi Ugma Ny	5 Wilputte Pl NEW ROCHELLE, NY 10804-1426	14
William A Marshall	437 N 500 W SALT LAKE CITY, UT 84116	1,409
Catherine W Martin	3410 Elm Dr TEMPLE, TX 76502-2308	65
Jason Martin	4638 Mayo Ct REDDING, CA 96001-6021	203
David Mathews	5027 Rellum Ave CINCINNATI, OH 45238	290
Aaron Mceachern	G3130 Augusta FLINT, MI 48532	0
Ann C MCGarry	4 Adam Pl HAZLET, NJ 7730	14
Jerry Mcgee	333 Weldon St REDDING, CA 96001	1,425
Michael D Mckay	3905 4th Ave Ne Unit 402 SEATTLE, WA 98105-6829	19

Name	Address	Shares
Sean McMaster	10 Gloucester St CLIFTON PARK, NY 12065-1632	576
Miami Valley Venture Fund Limited Partnership	1100 Chiquita Center 250 E 5th Street CINCINNATI, OH 45202	300,479
Michael W Miller	24 East Dr LIVINGSTON, NJ 7039	484
Tiffany D Miller	3314 Kingsburg Court ERLANGER, KY 41018	645
Bruce L Mitchell & George L Mitchell Jt Ten	4 Clayton Rd. HEWITT, NJ 07421-1817	28
Robert Alan Moody	1345 Sydney Terrace MOUNT JULIET, TN 37122	857
Timothy M Mooney	7184 Harbour Town Dr WEST CHESTER, OH 45069	7,500
Tim Moore	25 Roohr Ct CHICO, CA 95928-9446	42
Yvonne Moore	1 E Schiller 10 C CHICAGO, IL 60610-2166	14
Robert C Morgan & Elizabeth M Morgan Jt Ten	4202 W 5855 So SALT LAKE CITY, UT 84118-4504	140
Johnnie Morris	130 Mimosa Place Apt H LAFAYETTE, LA 70506	76
Quin Morrison	709 Elm St WINDSOR, CO 80550	329
Michael J Mrozek	106 Canal Court NEW RICHMOND, OH 45157	776
Diana L Mullen	9336 Queen Charlotte Dr LAS VEGAS, NV 89145-8708	49
Jack L Munroe & Joan J Munroe Jt Ten	3141 Apple Blossom INDIAN RIVER, MI 49749-9722	14
Bonita Murr Exec Feo Fred L Murr	62 Harbor View Ln BENTON, KY 42025-8296	14,045
Kevin Mussman	381 Buffalo Dr Unit E WINDSOR, CO 80550-6022	1,318
Jeffrey R Nagel	726 A 55th St Sw EVERETT, WA 98203	25
Caleb P Nelson	2 Falcon Chase RENSSELAER, NY 12144	1,140
Ruth A Nichols	3176 County Rd. 1200n GRIDLEY, IL 61744	2,872

Name	Address	Shares
Patrick G Nielsen	2346 Croft St IDAHO FALLS, ID 83401-4421	42
Nominee Account <Crs Class>	C/O Computershare Investor Services 2 N. LaSalle CHICAGO, IL 60602	1,507,875
Kelly A Nurre	9189 Knights Ridge Lane MASON, OH 45040	37
Terrance S Odwyer	15 Carwall Ave MOUNT VERNON, NY 10552-1211	49
Carol B Oleary	One Forever Dr HOLLIDAYSBURG, PA 16648	15,000
Tedd W Olkowski	2207 Southern Hills Dr LEAGUE CITY, TX 77573-5858	40
Frank Orlando & Madeline Orlando Jt Ten	305 W Westfield Ave ROSELLE PARK, NJ 7204	70
Lawrence M Ortis	325 Matthew Drive CLINTON, NY 13323	811
David Pack	843 Colusa Ave OROVILLE, CA 95965-4036	4
Joe Palmer	11105 Woodbridge GRAND BLANC, MI 48439	848
Keith R Palmgren	2011 Claremont Commo NORMAL, IL 61761	1,210
Michael J Papa	80 Woodcut Ln MANHASSET, NY 11030-2529	49
Don Parker	579 Spruce Glen MURRAY, UT 84107-4006	140
Martin Paschkes & Louise Paschkes Jt Ten	91 Cardinal Lane HAUPPAUGE, NY 11788	56
Eileen D Paskal	20 Mcgee Ave WAMBERAL, Australia 2260	14
Richard Peabody	102 Avondale Drive EAST PEORIA, IL 61611	289
Joel Pecore & Susie Pecore Jt Ten	Box 4526 N FT MYERS, FL 33918-4526	25
Marian R Pendley	10209 Runnymede Ave BATON ROUGE, LA 70815	56
Julie K Penn	712 Mc Gregor Ave BLOOMINGTON, IL 61701	0
Timothy Perry	245 Oxford Rd Apt #33b NEW HARTFORD, NY 13413	811
Leo A Pfadt & Jacqueline R Pfadt Jt Ten	11962 Rte 19 N WATERFORD, PA 16441-9107	140

Name	Address	Shares
William M Pitcher	6 Breckenridge BLOOMINGTON, IL 61701	3,375
Gary Popejoy	Box 154 MILLVILLE, CA 96062	28
Johnny Graig Poplin	97 Bridlewood Pl CONCORD, NC 28025	194
Roger Pride	211 Case Ln LAFAYETTE, LA 70506-5139	1,562
Eric A Pschigoda	24 Blackburn Court NEW HARTFORD, NY 13413	3,322
Kelly Quinn	4381 Newark Circle GRAND BLANC, MI 48439	1,560
Mark J Ranucci	611 Grassmere Ave ASBURY PARK, NJ 7712	42
Donna Redel	180 E 79th St NEW YORK, NY 10021	49
Timothy R Redpath	Box 1695 SAUSALITO, CA 94966-1695	73
Chris Reeb	27 Flora Rd BUFFALO, NY 14225	541
David Remund	710 Cassidy Ct YUBA CITY, CA 95991	23,116
David J Remund & Donann H Remund Jt Ten	710 Cassidy Ct YUBA CITY, CA 95991-1219	598
Heather Ricco	7680 Shadow Creek Drive #925 HAMILTON, OH 45011	0
Georgina Riddle	728 Tepic EL PASO, TX 79912	908
Austin H Rinaldi & Virginia Rinaldi Jt Ten	1618 Dorsett Dock Rd POINT PLEASANT, NJ 08742-4211	70
Michael Ring	12485 Cty Rt 66 ADAMS CENTER, NY 13606	150
Randolph C Roark Cust Randolph J Roark Ugma Tn	Apt 422-J 5600 Lake Resort Terrace CHATTANOOGA, TN 37415	14
Vinita G Robinson	3890 Rust Hill Pl FAIRFAX, VA 22030-3916	140
Heather Rock	1336 Main Street Suite #3 CINCINNATI, OH 45202	0
Jason Roering	314 Hetherington Cir YUBA CITY, CA 95993-4638	29
George Rudberg & Rose Marie Rudberg Jt Ten	609 Lido Dr BOULDER CITY, NV 89005-1116	100

Name	Address	Shares
Robert G Rullman	12310 Nw Maple Hill Ln PORTLAND, OR 97229-4728	4,723
Susan J Saunders	22 Fedor Cir BLOOMINGTON, IL 61704-5129	1
Miles Schallert	7592 Vardon Way FORT COLLINS, CO 80528	564
Ginger A Scherbarth	5392 Conifer Dr MASON, OH 45040	4,802
Heidi Schirmers	408 32nd Ave N SAINT CLOUD, MN 56303	116
Ryan J Schisler	3247 Drew Drive HAMILTON, OH 45011	54
David P Schmidt	630 West Rio San Pedro GREEN VALLEY, AZ 85614-3900	321
David P Schmidt & Christine L Schmidt Jt Ten	630 W Rio San Pedro GREEN VALLEY, AZ 85614	100
Mark Schoenfelder	PO Box 462 SAINT ALBANS, MO 63073-0462	70
Ronald Schott	22483 Kildare Drive CARLOCK, IL 61725	0
John Schreiber	1550 Greenhaven Lane CHICO, CA 95926	343
John Schroeder	1668 Wildwood Rd SAINT CLOUD, MN 56303	89
Scott Schwardron	8 Mulberry Lane COLTS NECK, NJ 7722	14
Jerald Scott	112 Country Club Dr PEKIN, IL 61554	1,027
Douglas L Shearer	675 Riviera Dr LOS ALTOS, CA 94024-3124	97
Robert R Short Tr U/A Dtd 00/00/00 Robert R Short Family Trust	1270 E 10600 South SANDY, UT 84094-6101	14
Patricia Q Siegel & Irving C Siegel Jt Ten	811 Cloyd Dr Apt 418 MAGNOLIA, TX 77355-4659	200
Jeffrey Silver	255 Lakefront Blvd BUFFALO, NY 14202	1,563
Monica J Simonsen	508 Rd 4600 HARDY, NE 68943	25
Allison Simpson	3037 Edge Mar Dr EDGEWOOD, KY 41017	529
Lisa A Smith	63 Thompson Ave Apt 2 FT MITCHELL, KY 41017-2761	957

Name	Address	Shares
Wilfred Paul Sonnier	1030 Napoleon Ave P O Box 928 SUNSET, LA 70584-0928	836
Thomas C Sorensen	3287 Cummings Rd SALT LAKE CITY, UT 84109-4172	112
Rebecca L Sponheiner	2445 West 22nd St LOVELAND, CO 80538	28
William Stachowiak	80 Fredo St BUFFALO, NY 14206	900
William L Stakelin	1870 Madison Rd CINCINNATI, OH 45206	242,380
Ryan Stewart	12934 Bilmar GRAND BLANC, MI 48439	442
Shawn Stover	10545 Cedar Rd CLARENCE CENTER, NY 14032	1,040
Jerry M Stuber	37 Bluff Dr SAVANNAH, GA 31406-7548	49
Katherine J Lucas Stump	8526 Morningcalm Dr CINCINNATI, OH 45255	6,747
Chester C Sudbrack Jr	5560 Windridge Dr CINCINNATI, OH 45243-2985	325
Denise Sullivan	5115 Ravensworth Rd ANNANDALE, VA 22003-5557	42
Joni Superville	5146 Sterling EL PASO, TX 79932	353
Ray Sutley	206 Crawford St LAFAYETTE, LA 70506	1,729
William P Sutter	333 Richmond KENILWORTH, IL 60043	18,750
Robert Swinehart	1109 North Edgehill PEORIA, IL 61604	865
Thomas H Decker Tacs	327 Rigdewood Rd WEST HARTFORD, CT 06107-3515	97
Louis W Taylor	30 Deepwood Rd DARIEN, CT 6820	242
Christina Tenhundfeld	3711 Drakewood Dr CINCINNATI, OH 45209	3,052
Karl W Tenney	1586 Deauville Ave SALT LAKE CTY, UT 84121-1811	56
Gregory P Theokas	824 Bishop Rd GROSSE POINTE PARK, MI 48230	104,768
Mark Thomas	6203 W Timberlane HENDERSON, KY 42420	5,977

Name	Address	Shares
Benjamin Tillery	1560 Marigold Way REDDING, CA 96003	46
John Toland	33 Turtle Back Rd S NEW CANAAN, CT 06840-2630	242
Scott Trask	10500 Timberstone Rd ALPHARETTA, GA 30022-5838	30
Upch & Co	C/O Mellon Security Trust Co For Acs Unclaimed Property Clearinghouse Auyf0142702 120 Broadway 13th Fl Window NEW YORK, NY 10271	28
John Uran	5714 Nightingale Ct SAINT CLOUD, MN 56303	3,405
Mary Utley	13202 W Southport Rd BRIMFIELD, IL 61517	550
Rene Van Ausdall	301 Independence EAST PEORIA, IL 61611	2,265
Anthony A Vasconcellos	816 Farmsworth Ct CINCINNATI, OH 45255	87,952
Roswell F Vaughan Iii	6118 Crab Orchard Rd HOUSTON, TX 77057	121
Kyle Vidrine	4079 Poydras Hwy BREAU BRIDGE, LA 70517	0
George H Vreeland & Linda D Vreeland Jt Ten	113 Penn Beach Dr PENNSVILLE, NJ 08070-3643	42
Robert Wagley	28 S Lincoln ROCKFORD, MI 49341	94
Donald Wagner	5 Tilton Rd UTICA, NY 13501-6411	7,257
Tracy G Walker	1454 Freedom Lane FORT COLLINS, CO 80526	21,979
Natalie Wallace	1938 Leavenworth St SAN FRANCISCO, CA 94133-2527	70
Erin Walsh	3832 Terra Trace EVANSVILLE, IN 47715	0
Bayard H Walters	109 Savoy Circle NASHVILLE, TN 37205-5013	330,000
Ferris Z Ward	2473 Hardrock Circle SALT LAKE CITY, UT 84119-4929	140
Jilian Watson	16521 West Horseshoe Trail LINDEN, MI 48451	5,857
Adlai Wertman	1111 Chautauqua Blvd PACIFIC PLSDS, CA 90272	73

Name	Address	Shares
Alan White	9112 Hurstbourne Ln LOUISVILLE, KY 40220	81
Shannon C Wielinga	7450 Susan Springs Dr WEST CHESTER, OH 45069-4085	85
Frederick B Winch & Elva C Winch Jt Ten	2693 Franciforte Dr. SANTA CRUZ, CA 95065	14
Andrea Wind	85 Harbor View W LAWRENCE, NY 11559-1911	140
David Wind	85 Harbor View W LAWRENCE, NY 11559-1911	281
Stacy Wind	C/O Michael Wind 85 Harbor View W LAWRENCE, NY 11559-1911	140
Lynn Wisnia	14 Heritage Court WOODCLIFF LAKE, NJ 07675-8347	70
Charles H Wood Jr	107 Innisbrook Dr BROUSSARD, LA 70518	744
Maureen Woods	6338n 1475 East Road Hayworth HEYWORTH, IL 61745	376
Penny J Woolf	313 McClelland St WATERTOWN, NY 13601	436
Wpg Corporate Development Associates V LLC	8 Sound Shore Dr Ste 265 GREENWICH, CT 6830	2,464,162
Wpg Corporate Development Associates V (Overseas) LP	8 Sound Shore Dr Ste 265 GREENWICH, CT 6830	381,290
John W Wyant	Blue Chip Venture Company Ltd 250 East Fifth St Suite 1100 CINCINNATI, OH 45202	8,750
Matthew A Yeoman	3960 Von Rissen Ct CLEVES, OH 45002	10,093
Mark Young	10810 260th St SAINT CLOUD, MN 56301	1,770

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REGENT COMMUNICATIONS, INC.,¹

Debtor.

Chapter 11


Case No. 10-____ (____)

Joint Administration Pending

DECLARATION REGARDING LIST OF EQUITY SECURITY HOLDERS

I, Anthony A. Vasconcellos, Executive Vice President and Chief Financial Officer of Regent Communications, Inc., a Delaware corporation, declare under penalty of perjury that I have reviewed the List of Equity Security Holders submitted herewith, and that the list is true and correct to the best of my information and belief.

Dated: March 1, 2010



Anthony A. Vasconcellos

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Regent Communications, Inc., a Delaware corporation (2857); B & G Broadcasting, Inc., a Delaware corporation (9111); Livingston County Broadcasters, Inc., an Illinois corporation (2024); Regent Broadcasting, LLC, a Delaware limited liability company (1632); Regent Broadcasting Management, LLC, a Delaware limited liability company (5451); Regent Broadcasting of Albany, Inc., a Delaware corporation (7566); Regent Broadcasting of Bloomington, Inc., a Delaware corporation (2658); Regent Broadcasting of Buffalo, Inc., a Delaware corporation (7815); Regent Broadcasting of Chico, Inc., a Delaware corporation (1263); Regent Broadcasting of Duluth, Inc., a Delaware corporation (9495); Regent Broadcasting of El Paso, Inc., a Delaware corporation (1469); Regent Broadcasting of Erie, Inc., a Delaware corporation (8859); Regent Broadcasting of Evansville/Owensboro, Inc., a Delaware corporation (9510); Regent Broadcasting of Flagstaff, Inc., a Delaware corporation (3259); Regent Broadcasting of Flint, Inc., a Delaware corporation (6474); Regent Broadcasting of Ft. Collins, Inc., a Delaware corporation (9503); Regent Broadcasting of Grand Rapids, Inc., a Delaware corporation (6790); Regent Broadcasting of Kingman, Inc., a Delaware corporation (3260); Regent Broadcasting of Lafayette, LLC, a Delaware limited liability company (5450); Regent Broadcasting of Lake Tahoe, Inc., a Delaware corporation (1261); Regent Broadcasting of Lancaster, Inc., a Delaware corporation (9505); Regent Broadcasting of Lexington, Inc., a Delaware corporation (0854); Regent Broadcasting of Mansfield, Inc., a Delaware corporation (6796); Regent Broadcasting Midwest, LLC, a Delaware limited liability company (5369); Regent Broadcasting of Palmdale, Inc., a Delaware corporation (5821); Regent Broadcasting of Peoria, Inc., a Delaware corporation (9348); Regent Broadcasting of Redding, Inc., a Delaware corporation (1262); Regent Broadcasting of San Diego, Inc., a Delaware corporation (3044); Regent Broadcasting of South Carolina, Inc., a Delaware corporation (3151); Regent Broadcasting of St. Cloud, Inc., a Delaware corporation (9265); Regent Broadcasting of St. Cloud II, Inc., a Minnesota corporation (6304); Regent Broadcasting of Utica/Rome, Inc., a Delaware corporation (1480); Regent Broadcasting of Watertown, Inc., a Delaware corporation (1476); Regent Broadcasting West Coast, LLC, a California limited liability company (8962); Regent Licensee of Chico, Inc., a Delaware corporation (1681); Regent Licensee of Erie, Inc., a Delaware corporation (8861); Regent Licensee of Flagstaff, Inc., a Delaware corporation (1677); Regent Licensee of Kingman, Inc., a Delaware corporation (9969); Regent Licensee of Lake Tahoe, Inc., a Delaware corporation (2685); Regent Licensee of Lexington, Inc., a Delaware corporation (5710); Regent Licensee of Mansfield, Inc., a Delaware corporation (8147); Regent Licensee of Palmdale, Inc., a Delaware corporation (1678); Regent Licensee of Redding, Inc., a Delaware corporation (1679); Regent Licensee of San Diego, Inc., a Delaware corporation (3036); Regent Licensee of South Carolina, Inc., a Delaware corporation (3136); Regent Licensee of St. Cloud, Inc., a Delaware corporation (9266); Regent Licensee of Utica/Rome, Inc., a Delaware corporation (1482); Regent Licensee of Watertown, Inc., a Delaware corporation (1477).