

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement is made and entered into this 5th day of March, 2007, by and between Lovcom, Inc. ("**Lovcom**"), the licensee of Station KLQQ(FM), Clearmont, Wyoming; and Legend Communications of Wyoming, LLC ("**Legend**"), the permittee of Station KGCL(FM), Ten Sleep, Wyoming.

Preliminary Statements

A. Lovcom filed with the Federal Communications Commission ("**FCC**" or "**Commission**") an application (FCC File No. BPH-20070131AFT) seeking a one-step upgrade for KLQQ(FM) to Channel 285C0 (the "**KLQQ Upgrade**").

B. As part of the KLQQ Upgrade, Lovcom proposed, pursuant to Commission procedures, a channel substitution for the KGCL(FM) unbuilt construction permit (FCC File No. BMPH-20060712AGA) from Channel 286C2 to Channel 271C2 (the "**KGCL Channel Substitution**").

C. Legend is agreeable to the KGCL Channel Substitution, wishes to expedite the grant of both facilities, and is therefore entering into this Contingent Applications Agreement pursuant to Section 73.3517(e) of the Commission's rules.

D. The grant of both the KLQQ Upgrade and the KGCL Channel Substitution will serve the public interest by reducing the workload of the Commission through the avoidance of the need for more protracted proceedings including the issuance of an order to show cause, and by more quickly providing improved radio service to the public.

NOW THEREFORE, in consideration of the foregoing and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, Lovcom and Legend, intending to be legally bound, hereby agree as follows:

Statement of Agreement

1. Contingent Applications. Legend shall prepare for filing an FCC Form 301 ("KGCL Application") proposing the KGCL Channel Substitution and attaching a copy of this Contingent Applications Agreement, and Lovcom shall prepare for filing an amendment to its KLQQ Upgrade attaching a copy of this Contingent Applications Agreement. Legend shall file its FCC Form 301 and Lovcom shall file its amendment (the "**Contingent Applications**") on the same mutually agreed upon date. Each of the Contingent Applications shall advise the FCC that each application is mutually contingent upon grant by the FCC of the other Contingent Application, and such mutual contingency shall at all times remain the posture of the Contingent Applications for the duration of their respective pendencies before the FCC. Each of the Contingent Applications shall request that the FCC grant both of the applications together at the same time.

2. Parties' Obligations.

(a) Each party agrees that it shall cooperate with the other in connection with the Contingent Applications; shall fully prosecute its respective application at the Commission, shall take no action to interfere with, delay or prevent the grant of the Contingent Applications; and shall provide any additional information regarding the Contingent Applications as may be reasonably requested by the FCC. If Legend has not initiated operations under the KGCL(FM)

construction permit at the time that the Contingent Applications are granted, except as provided below in this Section 2, Legend shall thereafter initiate operations under the facilities specified in the KGCL(FM) Channel Substitution. If Legend has initiated operations under the KGCL(FM) construction permit at the time the Contingent Applications are granted, Legend shall initiate operations under the KGCL(FM) Channel Substitution within thirty (30) days of the grant of the KGCL(FM) Channel Substitution construction permit or as soon thereafter as reasonably practicable; and shall file with the FCC a license to cover application within ten (10) days of such initiation of operations. Nothing in this Agreement shall be construed to restrict or impede Legend from requesting from the FCC further changes to the KGCL(FM) facility provided such further changes do not delay or otherwise impede Lovcom from initiating operations under the KLQQ Upgrade.

(b) Lovcom shall reimburse Legend for Legend's actual legal and engineering fees and expenses associated with the preparation, review and filing of the KGCL Application in an amount not to exceed Five Thousand Dollars (\$5,000.00). If Legend is required to take further action to prosecute the KGCL Application, including filing any amendments to the KGCL Application, Lovcom shall reimburse Legend for Legend's actual legal and engineering fees and expenses associated with such prosecution without limit provided that Legend first obtains the written approval of Lovcom with respect to such excess expenses, such approval not to be unreasonably withheld.

3. Termination. This Agreement may be terminated by either party, provided the terminating party is not then in breach of this Agreement, upon five (5) months prior written notice to the other party.

4. Notices. All notices, demands or other communications given hereunder shall be in writing, shall be delivered to each party in the same manner and at the same time as given to any party, and shall be sufficiently given if delivered by nationally recognized overnight courier service addressed as follows:

If to Lovcom:

Lovcom, Inc.
P.O. Box 5086
1716 KROE Lane
Sheridan, WY 82801
Attn: W. K. Love, President

With a copy to (which shall not constitute notice):

Womble Carlyle Sandridge & Rice, PLLC
1401 I Street, N.W. 7th Floor
Washington, DC 20005
Attn: John F. Garziglia, Esq.

If to Legend:

Legend Communications of Wyoming, LLC
504 Dorsey Hall Drive
Suite 205
Ellicott City, MD 21042

Attn: W. Lawrence Patrick, Co-Managing Member

With a copy to (which shall not constitute notice):

Jackson Kelly PLLC
PO Box. 553
1600 Laidley Tower
Charleston, WV 25332
Attn: Christina T. Brumley, Esq.

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other parties hereto. Any such notice, demand or communication shall be deemed to have been given on the date delivered or the date delivery is refused.

5. Miscellaneous. Legend represents to Lovcom, and Lovcom represents to Legend, that each is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery and performance by each of this Agreement do not violate or conflict with any agreement, arrangement, understanding or restriction, written or oral, between either party and any other entity or person. Neither this Agreement nor any right created hereunder shall be assignable by either party unless the other party consents in writing to such assignment, provided that nothing contained herein shall preclude Legend from selling, assigning or otherwise transferring KGCL(FM) to a third party, provided that Legend must sell, assign or otherwise transfer KGCL(FM) to a third party subject to the terms and conditions contained in this Agreement and any transferee must acknowledge such obligation in writing to Lovcom, and nothing contained herein shall preclude Lovcom from selling, assigning or otherwise transferring KLQQ(FM) to a third party, provided that Lovcom must sell, assign or otherwise transfer KLQQ(FM) to a third party subject to the terms and conditions contained in this Agreement and any transferee must acknowledge such obligation in writing to Legend. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and may not be amended except by written amendment signed by all parties. Each of the undersigned represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement. If either party breaches its obligations under this Agreement, the other party shall have the right to seek damages, injunctive relief and/or specific performance. This agreement may be signed in counterparts and by telecopy with the same effect as if the signature on each counterpart were on the same instrument. This Agreement shall be governed by and construed according to the laws of the State of Wyoming, specifically excluding its conflict of law provisions.


[Remainder of page intentionally left blank.]

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

LOVCOM, INC.

By: _____
W. K. Love
President

LEGEND COMMUNICATIONS OF WYOMING, LLC

By: 
~~W. Lawrence Patrick~~ Susan K. Patrick
Co-Managing Member

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

LOVCOM, INC.

By: W. K. Love
W. K. Love
President

LEGEND COMMUNICATIONS OF WYOMING, LLC

By: _____
W. Lawrence Patrick
Co-Managing Member