

AGREEMENT

This Agreement is made and entered into as of the __ day of October, 2011, by and between Twin Peaks Radio, LLC ("TP") and Radio License Holding CBC, LLC ("RLH")

WHEREAS, TP is the licensee of Station KPHD, Elko, Nevada ("KPHD"), and RLH is the licensee of Station KQFC, Boise, Idaho ("KQFC");

WHEREAS, in MB Docket # 06-72 the FCC changed KPHD's city of license from Elko, Nevada, to Melba, Idaho, and changed KPHD's channel to 249C and, to accommodate these changes in KPHD's facilities changed KQFC's channel to 274C;

WHEREAS, it has been determined that Station KPHD can operate as a Melba, Idaho, station on Channel 274C in lieu of Channel 249C obviating the need for KQFC to change its channel of operation;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. On October 10, 2011, TP shall file an application with the FCC to change the channel on which KPHD's new facilities at Melba, Idaho, will operate from Channel 249C to Channel 274C and, on that same day RLH shall file an application to modify KQFC's outstanding construction permit (BPH-20090811ABB) to specify operation on Channel 250C in lieu of 274C. The applications will include a copy of this Agreement and will expressly state that they are mutually contingent.

2. TP shall pay or reimburse RLH for all reasonable and necessary costs relating to or arising from the performance of this Agreement, including, without limitation, the costs of preparing and filing the application to modify KQFC's construction permit, and all legal fees, engineering costs and the FCC filing fee relating thereto.

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

TWIN PEAKS RADIO, LLC

By: _____
Dale Ganske, Manager

RADIO LICENSE HOLDING CBC, LLC

By: Richard S. Denning
Richard Denning, Vice President and
General Counsel

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TWIN PEAKS RADIO, LLC

By: Dale A. Ganske
Dale Ganske, Manager

SHAREHOLDER OF CUMULUS MEDIA,
INC.

By: _____
. President