

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement (this "Agreement") is made and entered into this 27th day of May, 2005, by and between Susquehanna Radio Corp. and WNNX Lico, Inc. (collectively "Susquehanna"), licensee of Station WWWQ(FM), College Park, Georgia, and Capstar TX Limited Partnership ("Clear Channel"), licensee of Station WSSL-FM, Gray Court, South Carolina.

Preliminary Statements

A. Susquehanna wishes to prepare and file an application with the Federal Communication Commission ("FCC") for a minor modification of the permit (BPH-20030124AGK) of WWWQ (the "WWWQ Application"), which shall specify facilities as follows: change of transmitter site to specify Channel 263C2 at the current operating site located at North Latitude 33-45-34, West Longitude 84-23-19. The parties acknowledge that the WWWQ Application would be short-spaced to the authorized facilities of WSSL-FM.

B. Clear Channel has been requested to file an application with the FCC for a minor modification of the permit (BPH-20011226AAQ) for WSSL-FM (the "WSSL Application"), which shall specify facilities as follows: change of class from Channel 263C to 263C0 and acceptance of a condition on its construction permit specifying that its spacing with respect to WWWQ shall be governed by Section 73.215, with no change to the current physical facilities of WSSL-FM. The WWWQ Application and the WSSL Application are proposed to be filed as contingent applications pursuant to Section 73.3517(e) of the FCC's Rules.

C. The Rule Making Order in MM Docket No. 98-112 granting a change in community of license for WWWQ from Anniston, Alabama to College Park, Georgia (the "Order") is not yet final by virtue of an appeal of the Order pending before the Court of Appeals for the District of Columbia Circuit.

D. The WWWQ Application and the WSSL Application (together, the "Contingent Applications") would serve the public interest by providing better service to the public.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, Susquehanna and Clear Channel, intending to be legally bound, hereby agree as follows:

Statement of Agreement

1. **Contingent Applications.** Within ten (10) business days of the date of this Agreement, each party shall prepare and file, and thereafter shall diligently prosecute, their respective Contingent Applications, both at Susquehanna's sole cost and expense. The Contingent Applications shall specify facilities as set forth in this Agreement (including the recitals), and each party shall be entitled to review the other's application before it is filed to ensure compliance with this provision. Each of the Contingent

Applications shall advise the FCC that such application is mutually contingent upon grant by the FCC of the other of the Contingent Applications, 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 at the same time. The parties acknowledge that a copy of this Agreement will be filed with the FCC (with the amount of consideration redacted) along with the Contingent Applications. If any of the Contingent Applications are dismissed or denied, or if the FCC requests correction of a deficiency, Susquehanna and Clear Channel agree to use commercially reasonable efforts to resolve the deficiencies in a manner that does not materially diminish the benefit of this Agreement for either party.

2. Obligations. The parties agree that at Susquehanna's expense (a) the Contingent Applications shall be prepared by each party consistent with the terms hereof; (b) they shall reasonably cooperate in connection with the Contingent Applications and shall take no action to interfere with, delay, or prevent the grant of such applications; (c) they shall provide any additional information regarding such applications as may be reasonably requested by the FCC; (d) after initial grant of the WSSL Application and not later than the date of receipt of the payment set forth in Section 3(i), Clear Channel shall file with the FCC a license application on Form 302-FM, (e) if necessary to obtain Clearance (defined below) upon the dismissal of any Contingent Application or expiration of either permit, the parties shall immediately refile the Contingent Applications, modified as appropriate, and (f) subject to any termination rights that Susquehanna may have in paragraph (3) below, the parties shall otherwise use commercially reasonable efforts to obtain Clearance, including without limitation commercially reasonable efforts by Susquehanna to obtain an Order that is final and not appealable (if necessary to obtain Clearance), but no party is obligated to modify or divest other stations.

3. Payment. Susquehanna shall pay to Clear Channel (i) within five (5) business days of Clearance, the sum of
wire transfer of immediately available funds, plus (ii) as incurred, all reasonable costs incurred by Clear Channel in connection with this Agreement, including engineering fees, legal fees, FCC filing fees, and all costs of preparation, filing and prosecution of the Contingent Applications and license applications (each such payment due upon invoice). As used herein, the term "Clearance" means the date of initial grant of the WWWQ Application (or any replacement or similar application), or the date that the WWWQ modification contemplated hereby (or any similar modification) otherwise becomes permitted under FCC rules, or any such modification is substantially completed by any other means, whichever is first. If Susquehanna withdraws the WWWQ Application before Clearance and gives Clear Channel written notice thereof, then after such withdrawal and notice neither party shall have any further obligation under this Agreement, except that Susquehanna's payment obligations set forth in this Section 3 shall survive as follows: (a) the reimbursement obligation set forth in clause (ii) above shall survive with respect to all costs incurred prior thereto; and (b) the payment obligation set forth in clause (i) above shall survive and be due and payable if and when Clearance is otherwise obtained.

4. Miscellaneous. Neither party may assign this Agreement, except that Clear Channel may assign to an assignee of the WSSL FCC license who assumes this agreement in writing, and Susquehanna may assign to an assignee of the WWWQ FCC license who assumes this agreement in writing. If either party assigns or transfers control of either such license, then it shall cause the assignee or transferee to assume this Agreement in writing. Any such permitted assignment and assumption shall release the assigning party from obligations arising hereunder thereafter, except that no assignment by Susquehanna shall release it from its obligations hereunder. 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. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefit of this Agreement for either party. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party represents and warrants that it has the requisite authority to execute, deliver and perform this Agreement. If either party breaches this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance in addition to any other remedy at law or equity, and the breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law. This Agreement may be signed in counterparts 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 Texas, specifically excluding its choice of law provisions. The obligations of WNNX Lico, Inc. and Susquehanna Radio Corp. hereunder are joint and several.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE TO CONTINGENT APPLICATIONS AGREEMENT

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

WNNX Lico, Inc.

By: _____

Its: _____

Susquehanna Radio Corp.

By: _____

Its: _____

Capstar TX Limited Partnership

By: _____

Its: _____

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JEROME L. KERTIN
EVP/CEO RADIO