

CONTINGENT APPLICATIONS AGREEMENT

This Agreement is made and entered into this 20th day of December, 2011, between Radio License Holding II, LLC ("RLH"), a Delaware Limited Liability Company, an indirect subsidiary of Cumulus Media, Inc., and licensee of Station WYAY(FM), Gainesville, Georgia, (Facility ID No. 48727) and Coffee County Broadcasters, Inc. ("CCB"), a Georgia corporation and licensee of Station WOKA-FM, Douglas, Georgia (Facility ID No.12203).

WHEREAS, RLH desires to file an application to modify the facilities of Station WYAY(FM) to change its community of license (the "**Station WYAY Application**");

WHEREAS, CCB, in order to accommodate the Station WYAY Application, is willing to file, on the terms and conditions set forth in this Agreement, and subject to reimbursement of certain costs and expenses incurred in the process as set forth in this Agreement, a minor change application to change the allotment reference coordinates for Station WOKA-FM (the "**Station WOKA-FM Application**");

WHEREAS, the parties have agreed to file contingent applications as described more specifically herein, which necessitates a written agreement pursuant to Section 73.3517(e) of the Federal Communications Commission's ("FCC") Rules; and

WHEREAS, the Station WYAY Application and the Station WOKA-FM Application will serve the public interest by providing better service to the public.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, RLH and CCB hereby agree as follows:

1. (a) The Station WOKA-FM Application shall specify the allotment coordinates 31-26-04 N and 82-55-02 W in accordance with the FCC's spacing rule (Section 73.207) (or any other coordinates which are in compliance with the rule) on Channel 294C1. The application will also specify that there will be no change to the station's existing operating facilities. Within 30 days of the date of this agreement, RLH shall prepare the Station WOKA-FM Application at its sole cost and expense and RLH, with the reasonable approval of CCB, shall file the Station WOKA-FM Application. CCB agrees that, after it has been given three (3) days to review the Station WOKA-FM Application, and provided that it is reasonably satisfied with the application, it will promptly authorize the filing of the Station WOKA-FM Application so that it can be filed on the same day that the Station WYAY Application is filed. CCB shall take no action to interfere with, delay, or prevent the grant of the Station WYAY Application or the Station WOKA-FM Application. If the Station WOKA-FM Application is dismissed or denied, or if the FCC requests correction of a deficiency, CCB agrees to use reasonable efforts to resolve the deficiencies in a manner that does not materially diminish the benefit of this Agreement for either party and to refile the Station WOKA-FM Application. The parties agree that RLH shall retain the right to withdraw the Station WYAY Application at any time and for any reason before the FCC grants the Station WYAY Application.

(b) After the Station WOKA-FM Application is granted by Final Order (as defined below) and, in the event a Form 302-FM license application (the "**Station WOKA-FM License Application**") must be filed, RLH will notify CCB when RLH is ready for CCB to file the Station WOKA-FM License Application. Such notification shall take place within 30 days of the grant of the WOKA-FM permit by Final Order. CCB shall authorize RLH to prepare the Station WOKA-FM License Application. Within 3 days after CCB has received the completed Station WOKA-FM License Application, CCB shall authorize RLH to file the Station WOKA-FM License Application. RLH shall also file the Station WYAY license application within 30 days of the grant of the WYAY permit by Final Order ("the **Station WYAY License Application**"). Once filed, RLH retains the right to withdraw the Station WYAY License Application for any reason. For purposes of this Agreement, a "**Final Order**" shall mean an action of the FCC that is no longer subject to reconsideration, review, or appeal under applicable law before the FCC (including on the FCC's own motion) or before any court.

2. In consideration of the filing of the Station WOKA-FM Application and the Station WOKA-FM License Application, RLH shall pay CCB the total amount of [REDACTED] to be delivered by RLH within five (5) business days after the Station WYAY License Application is granted by Final Order.

3. CCB agrees that it will not assign or transfer its license for Station WOKA-FM unless it causes the assignee or transferee thereof to assume CCB's obligations under this Agreement in a manner reasonably satisfactory to RLH. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

4. 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 benefits of this Agreement for any party.

5. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. The undersigned each represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement.

6. If CCB breaches its obligations under this Agreement, RLH shall have the right to seek injunctive relief and/or specific performance as RLH's exclusive remedy. CCB agrees to waive any defense as to the adequacy of RLH's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. If RLH breaches its obligations under this Agreement, CCB shall have the right to seek damages at law for such breach, and CCB shall be relieved of any and all obligations hereunder.

7. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument. Delivery of executed counterpart signatures to this Agreement by facsimile or other electronic transmission shall be effective as delivery of original counterpart signatures to this Agreement.

8. Except to the extent required by law, neither RLH nor CCB shall disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, and representatives to whom disclosure is necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.

9. During the term of this Agreement, CCB agrees that, it will not negotiate, discuss or solicit proposals from any other party for the purpose of modifying Station WOKA-FM in a manner contrary to the goals of this Agreement. Nothing herein will preclude or prevent CCB from entertaining offers for the sale of Station WOKA-FM or of air time on that Station.

10. RLH, at its sole discretion, shall have the option to terminate this Agreement. This Agreement will automatically terminate if the Station WOKA-FM Application has not been filed within one year from the execution date. No termination under this provision will relieve RLH from any payment obligations pursuant to this Agreement which have accrued as of the date of termination, and any payments made to CCB by RLH will not be the subject of any claim for reimbursement by RLH.

11. This Agreement shall be governed by and construed according to the laws of the State of Georgia, specifically excluding its choice-of-laws provisions. The venue for any legal proceedings concerning this Agreement shall take place in Coffee County, Georgia.

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

RADIO LICENSE HOLDING II, LLC

By: Richard S. Denning

Name: Richard S. Denning

Title: SVP

COFFEE COUNTY BROADCASTERS, INC.

By: Dwayne H. Gillis

Name: Dwayne H. Gillis

Title: President