

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement ("**Agreement**") is entered into this Eighth day of June, 2001, by and between New Wavo Communication Group, Inc. ("**New Wavo**"), licensee of Radio Station KVST(FM), Willis, Texas; Radio Licensing, Inc. ("**RLI**"), licensee of Radio Station KJCS(FM), Nacogdoches, Texas; and On-Air Family, LLC ("**On-Air**"), licensee of Radio Station KXAL(FM), Pittsburg, Texas.

RECITALS

A. On November 2, 2000, New Wavo filed a petition for rule making (the "**New Wavo Petition**") with the Federal Communications Commission ("**FCC**") proposing to (1) upgrade KVST from Channel 279C3 to 279C (the "**Class C Upgrade**"); (2) modify the class of channel of KJCS from Channel 277C1 to 277C2 (the "**KJCS Change**"); and (3) make other changes to the FM Table of Allotments consistent with the FCC's Rules.

B. New Wavo and RLI have entered into a Facilities Modification Agreement (the "**Facilities Modification Agreement**") to assist in accomplishing the Class C Upgrade and the KJCS Change.

C. New Wavo also desires to file an application to modify the class of channel of KVST from Channel 279C3 to 279C1 and relocate the station's transmitter site (the "**One-Step Upgrade**") consistent with the Rules and Regulations of the Federal Communications Commission ("**FCC**").

D. RLI agrees to accommodate the One-Step Upgrade by filing an application to modify the class of channel of KJCS from Channel 277C1 to 277C2 (the "**KJCS Change**") contingent upon grant of the One-Step Upgrade.

E. On-Air, the licensee of Radio Station KXAL(FM), Pittsburg, Texas, desires to file an application with the FCC to modify the class of channel of KXAL from Channel 276C3 to 276C2 and relocate the station's transmitter site (the "**KXAL Upgrade**") which is made possible by the other changes contemplated herein.

F. The KVST Upgrade, the KJCS Change, and the KXAL Upgrade are mutually contingent and must be filed and processed together under the FCC's Rules. Together, the KVST Upgrade, the KJCS Change, and the KXAL Upgrade would provide increased service to the public.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. New Wavo will prepare applications for the One-Step Upgrade, the KJCS Change, the KXAL Upgrade, and any other changes necessary to effect the One-Step Upgrade (all such applications collectively referred to as the “*Contingent Applications*”). Each of the Contingent Applications shall advise the FCC that such application is mutually contingent upon grant by the FCC of the others 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 or its staff. Each of the Contingent Applications shall request that the FCC grant all of the applications together at the same time.

2. RLI agrees that (a) promptly upon receipt of the application prepared by New Wavo specifying the KJCS Change it shall review such application, and assuming such application is reasonably acceptable to RLI it shall duly execute it and authorize its filing with the FCC; (b) it shall cooperate with New Wavo in connection with the Contingent Applications and shall take no action to delay or prevent the grant of such applications; and (c) it shall promptly provide any additional information regarding such applications as may be reasonably requested by the FCC. RLI’s further obligations with respect to construction of facilities under the KJCS Change and compensation therefor are governed by the Facilities Modification Agreement.

3. On-Air agrees that (a) promptly upon receipt of the application prepared by New Wavo specifying the KXAL Change it shall review such application, and assuming such application is reasonably acceptable to On-Air it shall duly execute it and authorize its filing with the FCC; (b) it shall cooperate with New Wavo in connection with the Contingent Applications and shall take no action to delay or prevent the grant of such applications; (c) it shall promptly provide any additional information regarding such applications as may be reasonably requested by the FCC.

4. Each party agrees that it will interpose no objection to the filings (including, without limitation, the Contingent Applications and applications for licenses to cover the Contingent Applications) of any other party to change channel, class, equipment, antenna location and/or community of license consistent with the terms hereof. Each party shall cooperate with the requests of the other parties to coordinate the submission of applications or related filings with the FCC.

5. New Wavo shall be entitled to assign its interest in this Agreement to any person or entity, provided that New Wavo shall remain liable for its obligations hereunder. RLI shall be entitled to assign this agreement only in connection with an assignment or transfer of its Station KJCS(FM). RLI shall not assign or transfer the license for Station KJCS unless it causes the assignee or transferee thereof to assume RLI’s obligations under this Agreement to the satisfaction of New Wavo. On-Air shall be entitled to assign this agreement only in connection with an assignment or transfer of its Station KXAL(FM). On-Air shall not assign or transfer the license for Station KXAL unless it causes the assignee or transferee thereof to assume On-Air’s obligations under this Agreement to the satisfaction of New Wavo. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

6. 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 either party.

7. This Agreement and the Facilities Modification Agreement set 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 represent and warrant that each has the requisite authority to bind their respective parties to the terms and obligations of this Agreement.

8. If either party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

9. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

10. Except to the extent required by law, no party hereto 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.

11. This Agreement shall be governed by and construed according to the laws of the State of Texas, specifically excluding its choice-of-laws provisions.

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

NEW WAVO COMMUNICATION
GROUP, INC.

By: _____

Its:

RADIO LICENSING INC.

ON-AIR FAMILY, L.L.C.

By: _____

Its:

By: _____

Its: