

CONTINGENT APPLICATION AGREEMENT

This Contingent Application Agreement ("*Agreement*") is entered into this 14th day of September, 2001, by and between Cumulus Licensing Corp. ("*Cumulus*") and L. Stanley Wall ("*Wall*").

RECITALS

A. Wall, the licensee of radio Station WLSW(FM), Scottsdale, Pennsylvania, desires to file an application to relocate the station's transmitter site (the "*WLSW Relocation*") consistent with the Rules and Regulations of the Federal Communications Commission ("*FCC*").

B. Cumulus, licensee of radio Station WWIZ(FM), Mercer, Pennsylvania, agrees to accommodate the WLSW Relocation by filing an application to relocate the station's transmitter site (the "*WWIZ Relocation*").

C. Upon the success of the WWIZ Relocation and the WLSW Relocation, Cumulus wishes to purchase, and Wall wishes to sell, WLSW.

D. The WWIZ Relocation and the WLSW Relocation are mutually contingent and must be filed and processed together under the FCC's Rules. Together, the WWIZ Relocation and the WLSW Relocation 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. Cumulus will prepare, at its expense, applications for the WWIZ Relocation and the WLSW Relocation (the "*Contingent Applications*"). The application for the WLSW Upgrade shall specify no changes to the current facilities of WLSW other than the WLSW Relocation. 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 or its staff. Each of the Contingent Applications shall request that the FCC grant both of the applications together at the same time.

2. Wall agrees that (a) it shall duly execute and return to Cumulus for filing with the FCC the application prepared by Cumulus specifying the WLSW Relocation promptly upon receipt of such application from Cumulus; (b) it shall cooperate with Cumulus 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.

3. Simultaneously with the execution of this Agreement, Cumulus and Wall shall enter into an agreement (the "Option Agreement") granting Cumulus an irrevocable option to purchase WLSW conditioned upon the grant of the Contingent Applications by final order, i.e., an order which is no longer subject to reconsideration or review under applicable law.

4. Each party agrees that it will interpose no objection to the filings (including, without limitation, the Contingent Applications and applications for licenses) 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 party to coordinate the submission of applications or related filings with the FCC.

5. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. Wall may not assign this Agreement or his rights hereunder without the consent of Cumulus. Cumulus may assign this Agreement or any right hereunder at any time without the consent of Wall, provided that Cumulus shall remain liable for its obligations hereunder.

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 constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties on the subject matter hereof. This Agreement may be amended or modified only by a writing executed by each of the parties. 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.

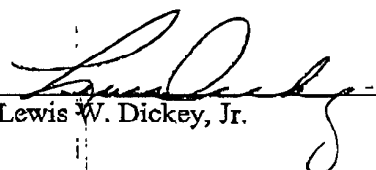
9. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

10. This Agreement shall be governed by and construed under the laws of the State of Georgia without regard to conflicts of laws principles.

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

CUMULUS LICENSING CORP.

By:


Lewis W. Dickey, Jr.

L. STANLEY WALL

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

CUMULUS LICENSING CORP.

By: _____
Lewis W. Dickey, Jr.

L. STANLEY WALL

A handwritten signature in dark ink, appearing to be "L. Stanley Wall", written over a horizontal line.