

CONTINGENT APPLICATIONS AGREEMENT

This Agreement ("*Agreement*") is made and entered into this 26th day of November, 2012, between Cumulus Licensing LLC ("*Cumulus*"), licensee of Station WWQQ-FM, Wilmington, North Carolina, Facility ID 28163 ("*Station WWQQ*"), and Carolina Christian Radio, Inc. ("*CCR*"), licensee of Station WWIL-FM, Facility ID 12165, Wilmington, North Carolina ("*Station WWIL*").

WHEREAS, Cumulus desires to file an application to change the transmitter site for Station WWQQ on Channel 267C2 (the "*Station WWQQ Application*");

WHEREAS, CCR intends to file an application to change the transmitter site for Station WWIL-FM on I.F. Channel 213C3 as an accommodation to Cumulus to eliminate a short spacing to the Station WWQQ Application (the "*Station WWIL Application*");

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

WHEREAS, the Station WWQQ Application and the Station WWIL 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, Cumulus and CCR hereby agree as follows:

1. (a) Within 10 business days of the execution of this Agreement, Cumulus and CCR shall prepare the Station WWQQ Application and the Station WWIL Application, respectively, at their own expense, but subject to paragraph 2, and coordinate the filing of the applications on the same day on a contingent basis. Neither party shall take action to interfere with, delay, or prevent the grant of the Station WWQQ Application or the Station WWIL Application. If either application is dismissed or denied, or if the FCC requests correction of a deficiency, the applicant agrees to use reasonable efforts to resolve the deficiencies in a manner that does not materially diminish the benefit of this Agreement for the other party and, if necessary, to refile the application with the deficiency eliminated.

(b) After both the Station WWQQ Application and the Station WWIL Application have been granted by Final Order, CCR shall complete the construction of the WWIL facility within two months and thereafter file the license application (Form 302-FM) in a timely manner.

2. Both parties agree to pay for their own costs of preparing and filing the Station WWQQ Application and the Station WWIL Application, including, without limitation, legal, engineering and filing fees and the construction costs of their own facilities.

3. In the event, either party decides to modify or amend the Station WWQQ Application or the Station WWIL Application, such changes are permissible provided that the spacing requirements between the proposed transmitter sites comply with Section 73.207 of the FCC's Rules.

4. Both parties agree that neither will assign nor transfer their licenses for Station WWQQ or Station WWIL unless it causes the assignee or transferee thereof to assume its respective obligations under this Agreement in a manner reasonably satisfactory to the other party. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

5. 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. If such continuation would materially diminish the benefits of this Agreement for any party, then the parties shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions.

6. 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.

7. If either party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance, without showing any actual damages, as that party's exclusive remedy. The party that breaches 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, and to waive any requirement for the posting of any bond or other security.

8. 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.

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

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

CUMULUS LICENSING LLC

By:  _____

Name: CAM KIRK

Title: SENIOR VP ENGINEERING

CAROLINA CHRISTIAN RADIO, INC.

By: _____

Name:

Title:

CUMULUS LICENSING LLC

By: _____

Name:

Title:

CAROLINA CHRISTIAN RADIO, INC.

By: Jim Stephens

Name: Jim Stephens

Title: President