

CONTINGENT APPLICATION AGREEMENT

This Agreement is made and entered into this 17th day of September, 2004, by and between Christian Listening Network, Inc. ("Christian Listening"), licensee of Station WZKB(FM), Wallace, North Carolina, and ABG North Carolina, LLC ("ABG"), licensee of Station WWGL(FM), Farmville, North Carolina.

Preliminary Statements

WHEREAS, the parties have agreed to file mutually contingent applications under Section 73.3517(e) and 73.213(c) of the Commission's Rules to specify 6000 Watt (or equivalent) facilities (the "Contingent Applications") as described more specifically herein; and

WHEREAS, the Contingent Applications would 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, Christian Listening and ABG hereby agree as follows:

Statement of Agreement

1. The Christian Listening Contingent Application shall specify the operation of WZKB at 6000 Watts pursuant to Section 73.213(c)(2) of the Commission's Rules (the "WZKB Change"). The ABG Contingent Application shall specify the operation of WWGL(FM) at 6000 Watts pursuant to Section 73.213(c)(2) of the Commission's Rules (the "WWGL Change"). 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 simultaneously.
2. ABG shall duly execute and authorize for filing with the FCC the application prepared by Christian Listening within five (5) days from the date it receives such application from Christian Listening provided that it is consistent with the terms hereof and subject to review by ABG's FCC counsel. Each party shall cooperate with the other party in connection with the Contingent Applications and shall take no action to delay or prevent the grant of such applications and shall provide any additional information regarding such applications as may be reasonably requested by the FCC.
3. Christian Listening shall reimburse ABG the amount of twelve thousand five hundred dollars (\$12,500.00) for the costs of the WWGL Change (the "Payment"). The Payment is contingent on the grant of the Contingent Applications and shall be made within five (5) days after the grant of the Contingent Applications becomes final.

4. Neither party shall interpose any objection to the filings (including, without limitation, the Contingent Applications and applications for construction permits and licenses) of the other party to change channel, class, equipment, antenna location and/or community of license consistent with the WZKB Change and the WWGL Change. Each party shall cooperate with the requests of the other party to coordinate the submission of Contingent Applications or related filings with the FCC.

5. Christian Listening agrees that it will not assign or transfer its license for Station WZKB unless it causes the assignee or transferee thereof to assume Christian Listening's obligations under this Agreement in a manner reasonably satisfactory to ABG. ABG agrees that it will not assign or transfer its license for Station WWGL unless it causes the assignee or transferee thereof to assume ABG's obligations under this Agreement in a manner reasonably satisfactory to Christian Listening. 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 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. Each of the undersigned represents and warrants that it has the requisite authority to bind its respective party 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 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 Agreement as of the date first written above.

CHRISTIAN LISTENING NETWORK, INC.

By: George E. Wilson
Its: President

ABG NORTH CAROLINA, LLC

By: _____
Its: _____

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

CHRISTIAN LISTENING NETWORK, INC.

By: _____

Its:

ABG NORTH CAROLINA, LLC

By:  _____

Its: CEO