

**AGREEMENT TO UNDERTAKE COORDINATED
FACILITY MODIFICATIONS PURSUANT TO 47 C.F.R. § 73.3517**

This application is one of two separate FCC Form 301 minor modification applications being filed simultaneously on this date as part of a contingent application group pursuant to Section 73.3517(e) of the Commission's rules. Specifically, the two contingent applications are as follows:

- (1) FCC Form 301 submitted by Aurora Media, LLC ("Aurora"), permittee of Station KMOA(FM), Caliente, Nevada (Facility ID #164097); and
- (2) FCC Form 301 submitted by Cameron Broadcasting, Inc. ("Cameron"), licensee of Station KFLG-FM, Kingman, Arizona (Facility ID #55495).

Attached hereto is a copy of the "Contingent Applications Agreement" between Aurora and Cameron.

CONTINGENT APPLICATIONS AGREEMENT

This Agreement is made and entered into this 18th day of January, 2007, between Aurora Media, LLC ("**Aurora**"), permittee of Station KMOA(FM), Caliente, Nevada, and Cameron Broadcasting, Inc. ("**Cameron**"), licensee of Station KFLG-FM, Kingman, Arizona.

WHEREAS, Aurora desires to file an application to modify the facilities of Station KMOA(FM) (the "**Aurora Application**");

WHEREAS, Cameron, in order to accommodate the Aurora 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, an application to modify the facilities of Station KFLG-FM (the "**Cameron 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 such as this Agreement, which may have to be filed with the FCC; and

WHEREAS, the Aurora Application and the Cameron Application (collectively, the "**Contingent Applications**") 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, Aurora and Cameron hereby agree as follows:

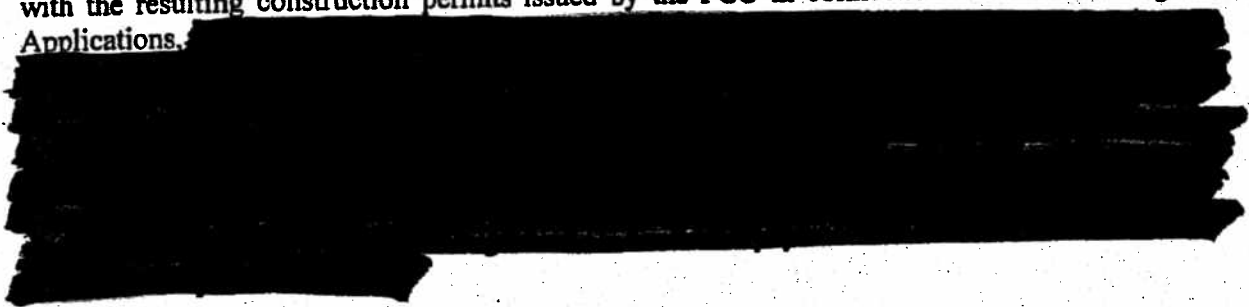
1. (a) The Aurora Application shall specify (i) a change in the community of license of Station KMOA(FM) from Caliente, Nevada to Moapa, Nevada and (ii) the operation of Station KMOA(FM) on Channel 233C at a new transmitter site. The Cameron Application shall specify (i) a change in the community of license of Station KFLG-FM from Kingman, Arizona to Big River, California and (ii) the operation of Station KFLG-FM on Channel 234C0 at a new transmitter site. Aurora and Cameron shall prepare their respective applications at their own expense, subject to the reimbursement provisions of Section 2 hereof, and shall coordinate to file the Contingent Applications on the same day. Aurora and Cameron shall take no action to interfere with, delay, or prevent the grant of the Contingent Applications. If the Contingent Applications are dismissed or denied, or if the FCC requests correction of a deficiency, Aurora and Cameron agree 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 Contingent Applications.

(b) After the Contingent Applications are granted by Final Order, Aurora and Cameron shall each have completed the construction of the facilities authorized by their respective construction permits by: (i) the first anniversary of the finality of the Final Order or (ii) such other deadline as is set forth in the KMOA construction permit, which ever is the first to occur (the "**Construction Period**"). Each party shall construct their respective facilities at their own expense, subject to the reimbursement provisions of Section 2 hereof. For the 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.

(c) Within ten (10) days after completion of construction of the authorized Aurora Application and Cameron Application facilities, Aurora and Cameron shall have coordinated with each other and shall have filed, at their own expense (subject to the reimbursement provisions of Section 2 hereof), applications for licenses to cover their respective facilities (the KMOA(FM) license application being referred to as the "*Aurora License Application*" and the KFLG-FM license application being referred to as the "*Cameron License Application*").

2. In consideration for (i) the filing of the Cameron Application and the Cameron License Application, (ii) the performance by Cameron in all other respects as provided herein and including, without limitation, Cameron's construction of facilities for KFLG-FM in accord with the resulting construction permits issued by the FCC in connection with the Contingent Applications.



3. Cameron agrees that it will not assign or transfer its license for Station KFLG-FM unless it causes the assignee or transferee thereof to assume Cameron's obligations under this Agreement in a manner reasonably satisfactory to Aurora. Aurora agrees that it will not assign or transfer its permit for Station KMOA(FM) until the construction of the authorized Aurora Application facilities has been completed unless it causes the assignee or transferee thereof to assume Aurora's obligations under this Agreement in a manner reasonably satisfactory to Cameron. Cameron agrees to the assignment or transfer of Aurora's permit to LKCM Radio Nevada, LP so long as LKCM Radio Nevada, LP assumes Aurora's obligations under this Agreement in a written agreement in form satisfactory within reason to Cameron. 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 Cameron breaches its obligations or is otherwise in default under this Agreement, Aurora shall have the right to seek injunctive relief and/or specific performance as Aurora's exclusive remedy. Cameron agrees to waive any defense as to the adequacy of Aurora'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 Aurora breaches its obligations or is otherwise in default under this Agreement, Cameron shall have the right to liquidated damages as provided in Exhibit A, and Cameron shall be relieved of any and all further 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 as be effective as delivery of original counterpart signatures to this Agreement.

8. Except to the extent required by law, neither Cameron nor Aurora 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. In addition, the parties realize that, pursuant to FCC regulations, this Agreement may have to be filed with the FCC and may thereby become a publicly available document.

9. During the term of this Agreement, Aurora agrees that, it will not negotiate, discuss or solicit proposals from any other party for the purpose of modifying Station KMOA(FM) in a manner contrary to the goals of this Agreement. During the term of this Agreement, Cameron agrees that, it will not negotiate, discuss or solicit proposals from any other party for the purpose of modifying Station KFLG-FM in a manner contrary to the goals of this Agreement. Nothing herein will preclude or prevent Cameron from entertaining, accepting, and/or acting upon offers for the sale of KFLG-FM or of air time on that Station, provided that Cameron agrees not to sell KFLG-FM until Cameron has completed its construction of the authorized Cameron Application facilities in accord with this Agreement.

10. (a) This Agreement may be terminated as follows:

(i) This Agreement will automatically terminate if the Contingent Applications have not been filed within 60 days from the date of this Agreement, except if the Contingent Applications have not been filed by reason of breach of this Agreement by either Cameron or Aurora.

(ii) At any time after the second anniversary of the date of this Agreement, either party may terminate this Agreement by providing written notice to the other party if the Contingent Applications have not been granted by the FCC; provided that such terminating party is not in material default hereunder at the time of termination.

(iii) Either party may terminate this Agreement by providing written notice to the other party if such other party is in material default hereunder and such default has

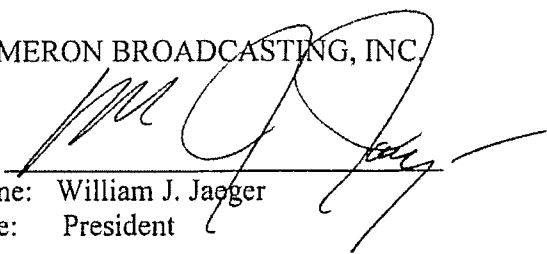
not been cured within 30 days after delivery of written notice thereof; provided that such terminating party is not also in material breach hereunder at the time of termination.

(b) If this Agreement is terminated pursuant to Sections 10(a)(i) or (ii) hereof, then no party shall have any further obligation hereunder, other than pursuant to Section 2 hereof to the extent provided therein. If this Agreement is terminated pursuant to Section 10(a)(iii) hereof, the parties may seek the remedies set forth in Section 6 hereof.

11. This Agreement shall be governed by and construed according to the laws of the State of California, 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.

CAMERON BROADCASTING, INC.

By: 
Name: William J. Jaeger
Title: President

AURORA MEDIA, LLC

By: _____
Name: Scott Mahalick
Title: Manager

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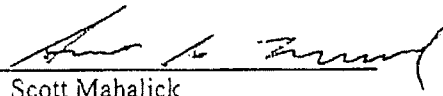
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