

CONTINGENT APPLICATIONS AGREEMENT

¹⁵⁷⁴ This Contingent Applications Agreement (this "Agreement") is made and entered into this day of May, 2006, by and between Bay Broadcasting, LLC ("Bay"), licensee of Station WBPC(FM), Ebro, Florida, Facility Id. No. 164212 and Clear Channel Broadcasting Licensee, Inc. ("Clear Channel"), licensee of Station WFBX (FM), Parker, Florida, Facility Id. No. 61262.

Preliminary Statements

A. Bay wishes to prepare and file an application with the Federal Communication Commission ("FCC") for a minor modification of the license (BLH-20050725AAM) of WBPC (the "WBPC Application"), which shall specify facilities as follows: change of transmitter site to specify Channel 236C3 at an operating site located at 30-22-03.0 North Latitude 85-55-28.0 West Longitude.

B. Clear Channel has been requested to file an application with the FCC for a minor modification of license (BMLH-19960322KF) for WFBX(FM) (the "WFBX Application"), which shall specify facilities as follows: change of class from Channel 233C to 233CO, along with minor changes to current WFBX FCC license to correct for various height discrepancies that may exist in the descriptions contained in such license, but with no other change to the current physical facilities of WFBX(FM). The WBPC Application and the WFBX Application are proposed to be filed as contingent applications pursuant to Section 73.3517(e) of the FCC's Rules.

C. The WBPC Application and the WFBX Application (together, the "Contingent Applications") would serve the public interest by providing better service to the public.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, Bay and Clear Channel, intending to be legally bound, hereby agree as follows:

Statement of Agreement

1. Contingent Applications. Within ten (10) days of the completion of a structural analysis of the proposed tower site for the WBPC Application satisfactory to Bay, said analysis to be completed within ninety (90) days of the date of this Agreement, each party shall prepare and file, and thereafter shall diligently prosecute, their respective Contingent Applications, both at Bay's sole cost and expense. The Contingent Applications shall specify facilities as set forth in this Agreement (including the recitals), and each party shall be entitled to review the other's application before it is filed to ensure compliance with this provision. 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. Each of the Contingent Applications shall request that the FCC grant both of the applications at the same time. The parties acknowledge that a copy of this Agreement will be filed with the FCC (with the amount of consideration redacted) along with the Contingent Applications. If any of the Contingent Applications are dismissed or denied, or if the FCC requests correction of a deficiency, Bay and Clear Channel agree to use commercially reasonable efforts to resolve the deficiencies in a manner that does not materially diminish the benefit of this Agreement for either party. In the event that the structural analysis is unsatisfactory to Bay, and a substitution tower site acceptable to Bay and Clear Channel cannot be located within twelve (12) months of the date of issuance of such unsatisfactory structural analysis, this Agreement shall terminate and the Escrow Deposit shall be promptly returned to Bay together with interest earned thereon.

2. Obligations. The parties agree that at Bay's expense (a) the Contingent

extended to
130 days
Steve Davis
SVP, Engineering


Applications shall be prepared by each party consistent with the terms hereof; (b) they shall reasonably cooperate in connection with the Contingent Applications and shall take no action to interfere with, delay, or prevent the grant of such applications; (c) they shall provide any additional information regarding such applications as may be reasonably requested by the FCC; (d) after initial grant of the WFBX Application and not later than the date of receipt of the payment set forth in Section 3(i), Clear Channel shall file with the FCC a license application on Form 302-FM, (e) if necessary to obtain Clearance (defined below) upon the dismissal of any Contingent Application or expiration of either permit, the parties shall immediately refile the Contingent Applications, modified as appropriate, and (f) subject to any termination rights that Bay may have in paragraph (3) below, the parties shall otherwise use commercially reasonable efforts to obtain Clearance, including without limitation commercially reasonable efforts by Bay to obtain an Order that is final and not appealable (if necessary to obtain Clearance), but no party is obligated to modify or divest other stations. As used herein, the term "Clearance" means the date of final grant of the WBPC Application (or any replacement or similar application), or any such modification is substantially completed by any other means, whichever is first.

3. Payment. Bay shall pay to Clear Channel (i) the sum of [REDACTED] plus (ii) as incurred, all reasonable costs incurred by Clear Channel in connection with this Agreement, including engineering fees, legal fees, FCC filing fees, and all costs of preparation, filing and prosecution of the Contingent Applications and license applications (each such payment due upon invoice). Concurrent with and no later than ten days after payment of the [REDACTED] Clear Channel shall file with the FCC the necessary license application(s) to implement the WFBX Application and downgrade of WFBX to Channel 233C0. All costs shall be submitted together with statements, invoices, and detailed information with respect to the charges. If Bay withdraws the WBPC Application before Clearance and gives Clear Channel written notice thereof, then after such withdrawal and notice neither party shall have any further obligation under this Agreement, except that Bay's payment obligations set forth in this paragraph 3 shall survive as follows: (a) the reimbursement obligation set forth in clause (ii) above shall survive with respect to all costs incurred prior thereto; and (b) the payment obligation set forth in clause (i) above shall survive and be due and payable if and when the WFBX Application receives final grant from the FCC, and Clearance is obtained.

4. Escrow Deposit. Simultaneously with the execution of this Agreement, Bay will deposit with Bank of America, N.A. (the "Escrow Agent") [REDACTED] in an interest bearing account. Said funds together with any interest accrued thereon, is referred to as the "Escrow Deposit." The Escrow Deposit will be held, maintained, administered and disbursed by the Escrow Agent in accordance with the terms and provisions hereof and of the Escrow Agreement, in the form of Exhibit A attached hereto. The Escrow Deposit will be disbursed as follows:

(i) Delivery to Clear Channel. If, (x) Escrow Agent receives from Clear Channel or Bay a copy of the grant after the applicable appeal period has expired by the FCC of the WFBX Application (or any replacement or similar application), or (y) at any time Bay is in material default of its obligations hereunder, and Bay has failed to cure such material default within fifteen (15) calendar days after it receives written notice from Clear Channel of such material breach, then the Escrow Deposit together with earned interest will be delivered to Clear Channel, it being understood and agreed that, with the exception of the reimbursement obligations set forth in clause (ii) of Section 3, above, payment to Clear Channel of the full amount of the Escrow Deposit as and when due under the terms of the Escrow Agreement will constitute full payment for any and all damages suffered by Clear Channel by reason of Bay's failure to consummate the items contemplated by this Agreement.

(ii) Delivery to Bay. In the event the FCC releases an initial order or decision



denying the WFBX Application, and upon a written request to Escrow Agent by either Clear Channel or Bay, along with a copy of the FCC order or decision, Escrow Agent shall return the Escrow Deposit together with earned interest to Bay.

5. Miscellaneous. Neither party may assign this Agreement, except that Clear Channel may assign to an assignee of the WFBX FCC license who assumes this agreement in writing, and Bay may assign to an assignee of the WBPC FCC license who assumes this agreement in writing. If either party assigns or transfers control of either such license, then it shall cause the assignee or transferee to assume this Agreement in writing. Any such permitted assignment and assumption shall release the assigning party from obligations arising hereunder thereafter, except that no assignment by Bay shall release it from its obligations hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. 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 benefit of this Agreement for either party. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party represents and warrants that it has the requisite authority to execute, deliver and perform this Agreement. If either party breaches this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance in addition to any other remedy at law or equity, and the breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument. This Agreement shall be governed by and construed according to the laws of the State of Texas, specifically excluding its choice of law provisions.

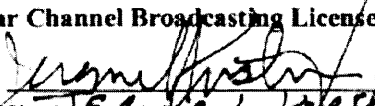
[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, appearing to be a stylized 'C' or 'K' followed by a horizontal line.

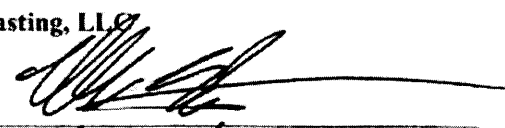
SIGNATURE PAGE TO CONTINGENT APPLICATIONS AGREEMENT

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

Clear Channel Broadcasting Licenses, Inc.

By: 
Name: Jerome H. Keffling
Title: SVP/CFO Radio

Bay Broadcasting, LLC

By: 
Name: Charles Shapiro
Title: Managing member

Attachments:

Exhibit A: Escrow Agreement