

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement ("**Agreement**") is entered into this Tenth day of April, 2001, by and between New Wavo Communication Group, Inc. ("**New Wavo**"), licensee of Radio Station KVST(FM), Willis, Texas; and Cumulus Licensing Corp. ("**Cumulus**"), licensee of Radio Station KBIU(FM), Lake Charles, Louisiana.

RECITALS

A. On November 2, 2000, New Wavo filed a petition for rule making (the "**New Wavo Petition**") with the Federal Communications Commission ("**FCC**") proposing to (1) upgrade KVST from Channel 279C3 to 279C (the "**Class C Upgrade**"); (2) modify the channel and class of channel of KBIU from Channel 279C1 to 277C2 and relocate the station's transmitter site (the "**KBIU Change**"); and (3) make other changes to the FM Table of Allotments consistent with the FCC's Rules.

B. Contemporaneously herewith, New Wavo and Cumulus are entering into a Facilities Modification Agreement (the "**Facilities Modification Agreement**") to assist in accomplishing the Class C Upgrade and the KBIU Change.

C. New Wavo also desires to file an application to modify the class of channel of KVST from Channel 279C3 to 279C1 and relocate the station's transmitter site (the "**One-Step Upgrade**") consistent with the Rules and Regulations of the Federal Communications Commission ("**FCC**").

D. Cumulus agrees to accommodate the One-Step Upgrade by filing an application to implement the KBIU Change contingent upon grant of the One-Step Upgrade, which must be filed and processed together with the application for the One-Step Upgrade under the FCC's Rules,

E. New Wavo wishes compensate Cumulus for the KBIU Change by offering to sell Station KVST to Cumulus contingent upon a final grant by the FCC of a petition for rule making filed by New Wavo on November 2, 2000 and final grant by the FCC of a construction permit to effectuate the Class C Upgrade.

F. Together the One-Step Upgrade and the KBIU 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. New Wavo will prepare, at its expense, applications for the One-Step Upgrade, the KBIU Change and any other changes necessary to effect the One-Step Upgrade (all such applications collectively

referred to as the “**Contingent Applications**”). Each of the Contingent Applications shall advise the FCC that such application is mutually contingent upon grant by the FCC of the others 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 all of the applications together at the same time.

2. Cumulus agrees that (a) promptly upon receipt of the application prepared by New Wavo specifying the KBIU Change it shall review such application, and assuming such application is reasonably acceptable to Cumulus it shall duly execute and file it with the FCC; (b) it shall cooperate with New Wavo in connection with the Contingent Applications and shall take no action to delay or prevent the grant of such applications; and (c) it shall promptly provide any additional information regarding such applications as may be reasonably requested by the FCC. Notwithstanding the foregoing, if the grant of the Rule Making Order (as defined in the Facilities Modification Agreement) becomes a Final Order before the grants of the Contingent Applications become Final Orders, then Cumulus’s obligations shall be governed by the Facilities Modification Agreement, and it shall be relieved of its obligations under this Section 2. For the purposes of this Agreement, “**Final Order**” shall mean an action by the FCC that cannot be reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no timely request for stay application for review, petition for rehearing or reconsideration, appeal or request for writ of certiorari, or sua sponte action of the FCC or its staff with comparable effect, shall be pending, and as to which the time for filing of any such request, petition, appeal, request for writ of certiorari, and for the taking of any such sua sponte action by the FCC or its staff shall have expired or otherwise terminated.

3. In consideration for Cumulus’s cooperation and implementation of the KBIU Change according to the terms hereunder, Proponent shall offer to sell Station KVST to Cumulus contingent upon a grant by final order of the construction permit to effectuate the Class C Upgrade for a total purchase price of _____ Dollars (\$_____) on terms and conditions set forth in a separate agreement executed substantially contemporaneously herewith (the “**Purchase Agreement**”).

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 parties to coordinate the submission of applications or related filings with the FCC.

5. New Wavo shall be entitled to assign its interest in this Agreement to any person or entity, provided that New Wavo shall remain liable for its obligations hereunder. Cumulus shall be entitled to assign this agreement only in connection with an assignment or transfer of its Station KBIU(FM). Cumulus shall not assign or transfer the license for Station KBIU unless it causes the assignee or transferee thereof to assume Cumulus’s obligations under this Agreement to the satisfaction of New Wavo. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. New Wavo shall not assign or transfer the license for Station KVST unless it causes the assignee or transferee to assume New Wavo’s obligations under this Agreement to the satisfaction of Cumulus.

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, the Facilities Modification Agreement, and the Purchase Agreement set 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 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. Except to the extent required by law, no party hereto 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.

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

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

NEW WAVO COMMUNICATION
GROUP, INC.

CUMULUS LICENSING CORP.

By: _____

By: _____

Its:

Its: