

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement (“Agreement”) is made and entered into this 5th day of October, 2007, by and between Cox Radio, Inc. (“Cox”), licensee of Station WBTS(FM), Doraville, Georgia (“WBTS”), and Williams Communications, Inc. (“Williams”), licensee of Station WHMA-FM, Hobson City, Alabama (“WHMA”).

Preliminary Statements

A. Cox wishes to file an amendment to its application (FCC File No. BPH-20060501AOE) for a minor modification to WBTS (the “WBTS Amendment”). Williams has agreed to file an application (FCC Form 301) for a minor modification to WHMA (the “WHMA Application”).

B. The WHMA Application and the WBTS Amendment will be contingent applications under Section 73.3517(e) of the Rules of the Federal Communication Commission (“FCC”) as described more specifically herein.

C. The WHMA Application and the WBTS Amendment (together, the “Contingent Applications”) would serve the public interest by providing better service to the public and by providing first local service to Alexandria, Alabama.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations hereunder, Cox and Williams, intending to be legally bound, hereby agree as follows:

Statement of Agreement

1. **Contingent Applications.** Cox shall cause the Contingent Applications to be prepared at no cost and expense to Williams. The Contingent Applications shall specify facilities substantially as set forth in Exhibit A hereto. In each of the Contingent Applications the applicants 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 together at the same time. The parties acknowledge that a copy of this Agreement, with the monetary terms redacted, may be filed with the FCC along with the Contingent Applications.

2. **Williams Obligations.** Williams agrees that (a) it authorizes the filing of the WHMA Application with the FCC, provided that it is consistent with the terms hereof; (b) it shall cooperate with Cox in connection with the Contingent Applications and shall take no action to interfere with, delay or prevent the grant of such applications (individually, the “WHMA Permit” and the “WBTS Permit”, and together the “Contingent Application Grants”) or the finality of such grants; (c) it shall provide any additional information regarding such applications as may be reasonably requested by the FCC; (d) after the WHMA Permit becomes final (that is, no longer subject to further administrative or judicial review under applicable law), Williams shall construct the

facilities authorized thereby and shall use its reasonable efforts to complete such construction within twelve (12) months after such finality; and (e) it shall file with the FCC an application (FCC Form 302-FM) for license to cover the outstanding WHMA Permit (the "WHMA License Application") within ten (10) calendar days of initiation of operations thereunder.

3. **Cox's Obligations.** Cox will pay or promptly reimburse Williams for the reasonable and documented expenses incurred in connection with Williams's preparation of this Agreement and any necessary applications and filings with the FCC, including legal fees, engineering fees, and FCC application fees, all of which must be reasonable acceptable to Cox. Cox also will pay or promptly reimburse Williams for all reasonable and documented expenses incurred in connection with the construction of the facilities specified in the WHMA Permit and as reasonably acceptable to Cox.

4. **Payments.** Cox shall pay to Williams in consideration for the satisfaction of its obligations hereunder the total amount of One Dollar (\$1.00).

5. **Termination.** This Agreement shall terminate at Cox's option, exercisable in its sole discretion, within four years after the Contingent Applications are filed.

6. **Miscellaneous.** Neither this Agreement nor any right created hereunder shall be assignable by Williams unless Cox consents in writing to such assignment, except that Williams may assign this Agreement in connection with a sale, assignment or transfer of WHMA provided that the buyer, assignee or transferee thereof agrees in writing to perform Williams's obligations hereunder in a form satisfactory to Cox. Cox shall be entitled to assign its interest in this Agreement to any person or entity, provided that Cox shall remain liable for 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. 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. If either party breaches its obligations under this Agreement, then in addition to its other remedies at law or equity, the other party shall have the right to seek injunctive relief and/or specific performance, 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 Georgia, specifically excluding its conflict of law provisions.

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

COX RADIO, INC.

By: /s/ Neil O. Johnston

Neil O. Johnston

Its: Chief Financial Officer

WILLIAMS COMMUNICATIONS, INC.

By: /s/ Walton E. Williams, III

Walton E. Williams, III

Its: President

EXHIBIT A

Technical Parameters for WHMA

Community of License:	Alexandria, AL
Channel and Class:	237A
Application Coordinates:	33-37-38 N, 85-53-25 W

Technical Parameters for WBTS

Community of License:	Doraville, GA
Channel and Class:	238C1
Application Coordinates:	33-45-33 N, 84-20-05 W