

CONTINGENT APPLICATIONS AGREEMENT

This Contingent Applications Agreement (this "Agreement") is made and entered into this 4th day of May, 2004, by and between Cumulus Broadcasting LLC, ("Cumulus"), licensee of Station KMAJ-FM, Topeka, Kansas, and Lake Area Educational Broadcasting Foundation, Inc. ("LAEBF"), licensee of Station KCVK(FM), Otterville, Missouri.

Preliminary Statements

A. The Federal Communication Commission ("FCC") has issued an order in MB Docket No.03-26 granting a change in community of license for KMAJ-FM from Topeka to Shawnee, Kansas (the "Rule Making Order").

B. Cumulus and LAEBF entered into an Asset Purchase Agreement dated January 30, 2004 (the "APA"), whereby Cumulus had agreed to purchase the assets of KCVK from LAEBF. Pursuant to the APA, the parties filed an application with the FCC for its consent to the assignment of license of KCVK from LAEBF to Cumulus (File No. BALH-20040440AAC) (the "Assignment Application").

C. Cumulus has filed contingent applications under Section 73.3517(e) of the FCC's Rules to implement the Rule Making Order, consisting of (1) an application for a construction permit for KMAJ-FM (the "KMAJ Application"), File No. BPH-20040406ACG, (2) an application for a construction permit for KCVK (the "KCVK Application"), File No. BPH-20040406ACL, (3) an application for a construction permit for KRLK, Stockton, Missouri, File No. BPH-20040406ACK, and (4) an application for a construction permit for KMJK, Lexington, Missouri, File No. BPH-20040406ACH (collectively, the "Contingent Applications").

D. The parties wish to terminate the APA and withdraw the Assignment Application. The parties acknowledge that the Contingent Applications would have to be amended to substitute LAEBF as the applicant in the KCVK Application and to file a copy of this Agreement as required in order to comply with the FCC's Rules. The parties wish to do so, subject to the terms and conditions of this Agreement.

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

Statement of Agreement

1. Contingent Applications. Cumulus shall prepare amendments to the Contingent Applications at its sole cost and expense. The amendments shall not change the technical specifications or signal coverage as currently set forth in the Contingent Applications. As amended, 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 together at the same time. The parties acknowledge that a copy of this Agreement will be filed with the FCC along with the Contingent Applications. If any of the Contingent Applications are dismissed or denied Cumulus and LAEBF agree to use reasonable efforts to resolve the deficiencies and refile the Contingent Applications.

2. LAEBF Obligations. LAEBF agrees that (a) no later than the next business day after receiving an amended KCVK Application prepared by Cumulus, it shall authorize the filing thereof with the FCC, provided that it is consistent with the terms hereof; (b) it shall cooperate with Cumulus in connection with the Contingent Applications and shall take no action to interfere with, delay, or prevent the final grant of such applications (the "Contingent Application Grants"); (c) it shall provide any additional information regarding such applications as may be reasonably requested by the FCC; (d) once the Contingent Application Grants become final (that is, no longer subject to further judicial or administrative review under applicable law), LAEBF shall, in consultation with Cumulus and with Cumulus' advice and assistance, diligently undertake construction and initiation of operations as authorized for KCVK under the Contingent Application Grants, and shall use its best efforts to complete such construction and initiation of operations no later than four (4) months from the date the Contingent Application Grants become final; and (e) it shall file with the FCC a license to cover application (the "KCVK License Application") within ten (10) days of such initiation of operations.

3. Payment. Cumulus shall pay to LAEBF in consideration for the satisfaction of its obligations hereunder the total amount of

to be delivered by Cumulus as follows:

no later than five (5) business days after the date hereof;

no later than five (5) business days after the

Contingent Application Grants become final; and

no later than five (5) business days after Cumulus receives proof of the electronic filing of the KCVK License Application with the FCC as set forth in Section 2(e) above. In addition to the foregoing, Cumulus shall pay all costs of preparation and filing of the Contingent Applications, including FCC filing fees. The foregoing payments are intended to cover the expected costs of the modification to KCVK, including engineering and legal fees, necessary equipment purchases, and promotional costs.

4. Termination of APA and Withdrawal of Application. As of the date hereof, the APA shall be terminated by consent of the parties thereto, and shall be null and void and of no further effect. Promptly following execution hereof, Cumulus and LAEBF shall request the dismissal or denial of the Assignment Application. If the Assignment Application is nevertheless granted, the parties shall inform the FCC that they do not intend to consummate the assignment, and shall not consummate such assignment.

5. Termination. Cumulus may, at its option exercised in its sole discretion, terminate this Agreement on the one-year anniversary hereof if by that date the FCC has not granted the Contingent Applications. In the event of such termination, LAEBF shall refund any payments made by Cumulus pursuant to Section 3 above, and the parties shall have no further obligations hereunder.

5. Miscellaneous. LAEBF shall not assign or transfer the license for KCVK unless it causes the assignee or transferee thereof to acknowledge and accept LAEBF's remaining obligations hereunder in writing. Cumulus shall be entitled to assign its interest in this Agreement to any person or entity, provided that Cumulus 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 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, and specifically supersedes the APA. This Agreement may not be amended except by written amendment signed by both parties. 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 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 Missouri, specifically excluding its choice of law provisions.

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

Cumulus Broadcasting LLC

By: Richard S. Demery
Its: Vice President

Lake Area Educational Broadcasting Foundation

By: James J. McQuinn
Its: President