

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into as of _____, 2005, by and between Double O Radio LLC, a Delaware limited liability company ("Double O LLC"), and Double O Corporation, a Delaware corporation ("Double O Corporation").

WHEREAS, Double O LLC is the owner of all of the outstanding shares of capital stock of Double O Management Corporation (the "Double O Management Stock") and Double O South Carolina Corporation (the "Double O South Carolina Stock"); and

WHEREAS, Double O LLC is the owner of all of the outstanding shares of capital stock of Double O Corporation; and

WHEREAS, Double O LLC desires to contribute the Double O Management Stock and the Double O South Carolina Stock to Double O Corporation and Double O Corporation desires to accept such contribution of the Double O Management Stock and the Double O South Carolina Stock from Double O LLC:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Contribution of the Stock by Double O LLC to Double O Corporation.

(a) Double O LLC hereby contributes, assigns, transfers, grants and delivers all of its right, title and interest in and to the Double O Management Stock and the Double O South Carolina Stock to Double O Corporation.

(b) Double O Corporation hereby accepts the contribution of the Double O Management Stock and the Double O South Carolina Stock from Double O LLC.

2. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. This Agreement is intended solely for the benefit of the parties hereto.

3. Effectiveness.

The provisions of this Agreement shall be effective as of the date hereof.

4. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

5. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

[The remainder of page is intentionally left blank.]

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

DOUBLE O RADIO LLC

By: Pilot Group GP LLC
Its: Managing Member

By: _____
Name:
Title:

DOUBLE O CORPORATION

By: _____
Name:
Title: