

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is made as of May 2, 2006 among Double O Missouri Corporation, a Delaware corporation ("Programmer"), and Bick Broadcasting Company, a Missouri corporation (the "Licensee").

Recitals

A. Licensee owns and operates radio broadcast stations KHMO(AM), Hannibal, Missouri (FIN: 5205); KICK-FM, Palmyra, Missouri (FIN: 5203); KPCR(AM), Bowling Green, Missouri (FIN: 52576); KRRY(FM), Canton, Missouri (FIN: 6807); KSDL(FM), Sedalia, Missouri (FIN: 5206); KSIS(AM), Sedalia, Missouri (FIN: 5202); and KXXK-FM, Knob Noster, Missouri (FIN: 5204) (collectively, the "Stations," and each, a "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Stations, and to the extent provided in this Agreement to provide programming for broadcast on the Stations, and to accept for broadcast the programs of Programmer, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to an Asset Purchase Agreement (the "Purchase Agreement") dated the date hereof with respect to the Stations.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on June 1, 2006 at 12:01 a.m. Eastern Time (the "Commencement Time"), and will continue until terminated pursuant to Section 7, Section 12 or Section 22 hereof.

2. Programmer's Purchase of Airtime and Provision of Programming.

2.1 Purchase of Airtime. During the Term, Programmer shall purchase from Licensee, on the terms specified below, all airtime on the Stations twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance and except for no more than two (2) hours each week, between the hours of 6 a.m. and 8 a.m. on Sundays, on each Station, for the broadcast of programs.

2.2 Programming. During the Term, Licensee shall cause to be broadcast on the Stations the programming which Programmer supplies to the Stations, subject to Section 5 hereof. Programmer shall deliver such programming to the respective Stations' transmitter sites,

at Programmer's expense, via a method of delivery reasonably acceptable to Licensee that will ensure that the programming meets technical and quality standards reasonably acceptable to Licensee.

3. Advertising Sales, Accounts Receivable, Prorations.

3.1 Advertising Sales. Programmer will be exclusively responsible for the sale of advertising on the Stations after the Commencement Time and for the collection of accounts receivable arising from advertising broadcast on the Stations after the Commencement Time, and Programmer shall be entitled to retain all such accounts receivable and to receive all revenues of the Stations during the Term. Licensee shall be entitled to all accounts receivable arising from advertising broadcast on the Stations prior to the Commencement Time.

3.2 Advertising, Programming and Trade Agreements.

(a) Beginning at the Commencement Time, Licensee shall assign to Programmer its rights, and Programmer shall assume Licensee's obligations, under the advertising contracts relating to the Stations in effect as of the Commencement Time (the "Advertising Contracts") and the programming contracts in effect as of the Commencement Time (the "Programming Contracts"), all of which Advertising Contracts and Programming Contracts are identified on Schedule A attached hereto. In the event any third party consents necessary for such assignment are not obtained as of the Commencement Time, Programmer shall cooperate with Licensee in arranging for or otherwise providing for the broadcast on the Stations of all advertisements and commercial matter required to be broadcast under such Advertising Contracts and of all programming matter required to be broadcast under the Programming Contracts until such consent is obtained. All amounts received prior to the Commencement Time under all Advertising Contracts for the sale of airtime to be performed or aired after the Commencement Time shall be paid by Licensee to Programmer within fifteen (15) days after the Commencement Time.

(b) With respect to agreements in effect as of the Commencement Time under which Licensee has agreed to provide commercial advertising time on the Stations after the Commencement Time in exchange for property or services in lieu of, or in addition to, cash ("Trade Agreements"), the parties shall adjust for the difference between (i) the value, as of the Commencement Time, of all advertising time required to be broadcast by the Stations after the Commencement Time pursuant to Trade Agreements, and (ii) the value of all property or services to be received by the Stations after the Commencement Time pursuant to Trade Agreements. To the extent the amount in clause (i) above exceeds the amount in clause (ii) above by more than Ten Thousand Dollars (\$10,000), Licensee shall promptly pay to Programmer the amount in excess of \$10,000. There shall be no adjustment to the extent the amount in clause (ii) exceeds the amount in clause (i) above. Beginning at the Commencement Time, Programmer shall cooperate with Licensee in arranging for or otherwise providing for the broadcast on the Stations of all advertisements and commercial matter required to be broadcast under the Trade Agreements, and shall be entitled to all goods and services to be provided to the Stations after the Commencement Date under the Trade Agreements. The Trade Agreements are identified on Schedule A hereto.

(c) Licensee shall not enter into any Advertising Contracts, Programming Contracts or Trade Agreements under which Programmer shall have any liabilities or obligations.

3.3 Accounts Receivable.

(a) As soon as practicable after the Commencement Time, Licensee shall deliver to Programmer a complete and detailed list of all the accounts receivable relating to the sale of advertising time and any other goods or services of the Stations prior to the Commencement Time (the “Accounts Receivable”). During the period beginning at the Commencement Time and ending on the 150th day thereafter (the “Collection Period”), Programmer shall use commercially reasonable efforts, as Licensee’s agent, to collect the Accounts Receivable for Licensee in the usual and ordinary course of business, using the Stations’ credit, sales and other appropriate personnel in accordance with customary practice, provided that such collections will not be turned over to a collection agency by Programmer. Notwithstanding the foregoing, Programmer shall not institute legal proceedings on Licensee’s behalf to enforce the collection of any Accounts Receivable. Programmer shall not adjust any Accounts Receivable or grant credit without Licensee’s written consent, and Programmer shall not pledge, secure or otherwise encumber such Accounts Receivable or the proceeds therefrom. On the fifteenth day of each calendar month, ending with the month following expiration of the Collection Period, Programmer shall deposit all amounts collected with respect to Accounts Receivable during the prior calendar month, net of any reasonable out-of-pocket collection costs which were incurred with Licensee’s prior written consent, to an account designated by Licensee. Within 30 days after the end of the Collection Period, Programmer shall furnish Licensee with a report of all amounts collected with respect to the Accounts Receivable during the Collection Period, less any reasonable out-of-pocket collection costs paid by Programmer during the Collection Period, with respect to the Accounts Receivable. Licensee shall be responsible for sales or other commissions, or any related payroll or other taxes and withholdings, associated with or arising out of the Accounts Receivable.

(b) Any payment received by Programmer during the Collection Period from any person that is an account debtor with respect to any account disclosed in the list of Accounts Receivable delivered by Licensee to Programmer shall be applied first against the oldest invoice relating to such account, unless and to the extent that the account is disputed by the account debtor. Programmer shall incur no liability to Licensee for any uncollected account. Except with respect to accounts disputed by the account debtor, prior to the end of the Collection Period neither Licensee nor any other agent of Licensee shall make any direct solicitation of the account debtors for payment.

(c) At the end of the Collection Period, Programmer shall return to Licensee all files concerning the Accounts Receivable, and Programmer’s responsibility for the collection of the Accounts Receivable shall cease, and Licensee shall have the right to institute collection proceedings on any outstanding accounts following the Collection Period.

3.4 Pro-Rated Amounts. Except as otherwise provided in this Agreement, and subject to applicable FCC rules, regulations and policies, the following items shall be pro-rated as of the Commencement Time and paid, as between Licensee, on the one hand, and

Programmer, on the other hand, at the Commencement Time (to the extent possible) in the manner provided for herein below:

(a) All pre-paid expenses, and all expenses and obligations for which liability has accrued but whose payment or satisfaction is not yet due as of the Commencement Time, including but not limited to: (1) such expenses in connection with the contracts and agreements assumed by Programmer pursuant to Section 14.3 hereof, and the Assumed Contracts (as defined in the Purchase Agreement), (2) rents, (3) utility charges, including electricity, water and sewer charges, (4) business and license fees, including any retroactive adjustments thereof, (5) programming payments, costs, and charges, (6) property and equipment rentals, (7) applicable copyright or other related fees, (8) sales and service charges, (9) real and personal property taxes, (10) credits in favor of advertisers in adjustment for overpaid amounts or advertising not broadcast as of the Commencement Time, or representing prepayments (less sales commissions to the extent paid prior to Commencement Time) made prior to the Commencement Time for advertising time to be broadcast after the Commencement Time, and (11) other operating expenses, shall be pro-rated and adjusted between Programmer and Licensee in accordance with the principle that except as otherwise provided in this Agreement, Licensee shall be entitled to all revenues and income, and responsible for all expenses, costs, and liabilities, allocable to the conduct of the business or operations of the Stations up to the Commencement Time, and Programmer shall be entitled to all revenues and income, and responsible for all expenses, costs and liabilities, allocable to the conduct of the business or operations of the Stations after the Commencement Time. Notwithstanding the foregoing, there shall be no adjustment for, and Licensee shall remain solely liable with respect to, any contract other than the contracts listed on Schedule A hereto, and the Assumed Contracts, or any other obligation or liability not being assumed by Programmer pursuant to this Agreement or the Purchase Agreement.

(b) Licensee shall deliver to Programmer, no less than two (2) business days before the Commencement Time, Licensee's written good faith estimate of the prorated amounts set forth in Section 3.4(a), as of the Commencement Time. Programmer and Licensee will negotiate in good faith to resolve any amounts in such statement which Programmer may dispute based upon its preliminary review of such statement. With respect to any undisputed portion of the prorated amounts, a payment shall be made on the date of the Commencement Time from Programmer to Licensee, or from Licensee to Programmer, as the case may be. Programmer's failure to dispute any pro-rated amount on such statement prior to Commencement Time shall not be deemed a waiver of its right to challenge any such amount during the post-Commencement Time adjustment process contemplated by Section 3.4(c).

(c) On the Closing Date under the Purchase Agreement, a final adjustment of the items to be pro-rated between Programmer and Licensee pursuant to Section 3.4(a) hereof, and any other amounts to be prorated as of the Closing Date in accordance with the principals set forth in Section 3.4(a), shall be made, and the Purchase Price under the Purchase Agreement adjusted accordingly. In the event that there is a dispute as to certain amounts, Licensee and Programmer shall adjust any amounts for which there is no dispute, and attempt in good faith to resolve any disputed amounts.

4. Term Payments. For the broadcast of the programming pursuant to Section 2 above, and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will compensate Licensee as set forth on Schedule B attached hereto.

5. Operation, Ownership and Control of the Stations. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Stations it will have full authority, power and control over the operation of the Stations and over its employees during the Term. Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws, including preparation of the quarterly issues/programs lists for the Stations and Programmer shall cooperate with Licensee, as reasonably necessary to fulfill such responsibilities. Without limiting the generality of the foregoing, Licensee will, at Licensee's expense: (1) employ a full-time station manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer during the Term; (2) employ a full-time administrative employee for the Stations; (3) maintain a staff presence at the Stations' main studios/offices from 9 a.m. until 5 p.m., Monday through Friday; and (4) retain control over the policies and operations of the Stations. Nothing contained herein shall prevent Licensee from (a) maintaining control over all decisions with respect to its personnel at the Stations, (b) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (c) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the residents of the Stations' respective communities of license. Licensee also reserves the right to refuse to broadcast any program that it reasonably believes does not meet the requirements of the rules, regulations, and policies of the FCC. Licensee further reserves the right to preempt any program in the event of a local, state, or national emergency. Licensee reserves the right to delete any commercial announcements that it reasonably believes do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will serve Licensee with notice and a copy of any letters of complaint it receives concerning any program broadcast on the Stations for Licensee review and inclusion in the appropriate Station's public inspection file.

6. Maintenance of Facilities; Expenses. Except as set forth in Schedule C, Licensee shall maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations throughout the Term and shall maintain the Stations' towers, transmitter sites, studio and equipment in their current condition. Except as otherwise set forth in Section 10, Licensee shall bear the expense of all repairs and maintenance required for the Stations' equipment and facilities, and shall timely pay: (i) all rent and other expenses associated with the operation of the Stations' transmitting, studio and business office facilities; (ii) insurance costs related to the Stations' assets and properties; (iii) repair and maintenance costs related to the assets and properties of the Stations; (iv) salaries, payroll taxes, benefits and related costs of the employees referred to in Sections 5(1) and (2); and (v) FCC regulatory fees and all taxes related to the Stations' operations. Licensee will provide, at Licensee's expense, a suitable office for Programmer's sales representatives and other personnel to work from at the Stations' main studio and business office. During the Term, Programmer shall be responsible for any technical improvements that it decides to make to the Stations' facilities, but only with the advance written consent of Licensee, which consent shall not be unreasonably withheld or delayed. After the Commencement Time, Programmer shall be responsible for all of its own sales, billing,

collection, personnel, programming, promotion, insurance, and other related expenses of the Stations and shall keep all of its accounts current. Programmer shall be solely responsible for the discharge of all obligations and requirements of the FCC's EEO rules and regulations with regard to Programmer's employees.

7. Termination. This Agreement shall terminate upon the "Closing" as defined in the Purchase Agreement. This Agreement shall terminate automatically in the event of any expiration or termination of the Purchase Agreement, and may also be terminated in accordance with Sections 12 and 22.

8. Music Licenses. During the Term, Programmer will be responsible for entering into and maintaining, at its expense, all music licenses as are necessary with respect to the programs broadcast pursuant to Section 2 above.

9. Programs.

9.1 Production of the Programs. Programmer agrees that the programs it transmits to Licensee for broadcast on the Stations shall conform to all FCC rules, regulations and policies.

9.2 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Term as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

10. Expenses. During the Term, Programmer will be responsible for: (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the programs supplied to Licensee for broadcast on the Stations; (ii) the costs of delivering such programs to Licensee; (iii) the salaries, taxes, insurance, commissions and related costs for all of its personnel; and (iv) the cost of utilities necessary for the operation of the Stations. Licensee shall provide Programmer, on a non-exclusive basis and not as a lease of either equipment or real property, for no additional consideration, access to and use of any Station equipment and facilities owned by Licensee to perform under this Agreement. Licensee will pay for the maintenance of such equipment and facilities and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law.

11. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the programs it

delivers for broadcast an announcement at the beginning of each hour of such programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its programs and in any promotional material, in any media, used in connection with its promotion and marketing of the Stations.

12. Events of Default; Termination.

12.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 4 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect; or (d) Programmer is in material breach or default under the Purchase Agreement.

12.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; (b) Licensee breaches the representations and warranties made under this Agreement in any material respect; or (c) Licensee is in material breach or default under the Purchase Agreement.

12.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until (i) in the event of a failure to make any payment due to the other party hereunder, ten (10) days after payment is due, or (ii) for any other default thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

12.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 12.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

12.5 Cooperation Upon Termination.

(a) If this Agreement is terminated for any reason other than the Closing pursuant to Section 7, the parties agree to cooperate with one another and to take all actions reasonably necessary to maintain continuity of the Stations' broadcasts.

(b) All revenues and expenses of the type prorated as of the Commencement Time pursuant to Section 3.4 hereof shall be prorated between Licensee and Programmer as of the date this Agreement is terminated. Such proration shall be based upon the principle that Programmer shall receive all revenues and shall be responsible for all expenses and liabilities incurred or accruing in connection with the operation of the Station from the Commencement Time through such termination, and Licensee shall receive all revenues and shall be responsible for all expenses and liabilities incurred or accruing after the date of any termination of this Agreement. In furtherance of the foregoing, the parties shall apply the relevant provisions of Section 3.4 hereof in order to determine such prorations.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability (a) that results from a breach by Programmer of any of its representations, warranties, covenants or agreements contained in this Agreement, or (b) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, and any other liabilities resulting from the broadcast of the programming supplied by Programmer on the Stations. Licensee shall indemnify and hold Programmer harmless against any and all liability (a) that results from a breach by Licensee of any of its representations, warranties, covenants or agreements contained in this Agreement, or (b) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights and any other liabilities resulting from the broadcast of the programming supplied by Licensee on the Stations. The obligations under this Section shall survive any termination of this Agreement for a period not to exceed twenty four (24) months.

14. Representations, Warranties and Covenants.

14.1 Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14.2 Incorporation of Purchase Agreement Representations and Warranties. The parties hereby agree that all of the representations and warranties set forth in the Purchase Agreement are incorporated herein by this reference and a breach of such representation or warranty in the Purchase Agreement shall operate as a breach of representation of this Agreement.

14.3 Contracts. On and after the Commencement Time, Programmer shall perform all obligations of Licensee under the Advertising Contracts, Programming Contracts and Trade Agreements set forth in Schedule A hereto, all of which are being assumed by Programmer as of the Commencement Time.

14.4 Insurance. To the extent reasonably available at reasonable cost and expense, Programmer shall use its commercially reasonable efforts to acquire and maintain appropriate business interruption insurance in an amount reasonably required to protect the parties hereto from the interruption of the business of providing programming to the Stations.

14.5 Employees. On the date of the Commencement Time, Programmer shall, in Programmer's reasonable discretion, hire all of the employees of the Stations that are not specifically retained as Licensee's employees or those which Programmer has indicated in writing that it will not hire (the "Assumed Employees") and, except as otherwise set forth herein, Programmer shall be responsible as of the Commencement Time for all obligations and liabilities with respect to the Assumed Employees accruing following the Commencement Time, including, without limitation, wages, salaries, commissions, bonuses and other compensation,

withholding, payroll and other taxes, benefits, accrued vacation, sick and personal time, and other amounts which become payable to or in respect of any of the Assumed Employees.

15. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

16. Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned or delegated without the other party's written consent, which shall not be unreasonably withheld or delayed; provided, however, that Programmer may, without Licensee's consent, assign and delegate its rights and obligations under this Agreement to an entity controlling, controlled by, or under common control with, Programmer. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

17. Construction. This Agreement will be construed in accordance with the laws of the State of Missouri applicable to contracts made in, and to be fully performed in, such State, without regard to principles of conflicts of laws.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement. All counterpart signature pages may be delivered by facsimile or electronic signature and shall have the same force and effect as if an original signature were being delivered.

19. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be sent by overnight private commercial delivery service and addressed as follows:

If to Licensee, to:

Bick Broadcasting Company
3314 Deerfield Road
Hannibal, Missouri 63401-2758
Facsimile: _____
Attn: James (Bud) Janes

with copies to (which shall not constitute notice to Licensee):

Womble Carlyle Sandridge & Rice, PLLP
1401 Eye Street, NW
Suite 700
Washington, DC 20005
Attn: John F. Garziglia, Esq.

If to Programmer, to:

Double O [Missouri] Radio Corporation
c/o Pilot Group LP
745 5th Avenue
24th Floor
New York, NY 10151
Facsimile: 212-486-2896
Attn: Paul McNicol, Esq.

with copies to (which shall not constitute notice to Programmer):

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
Facsimile: 212-451-2222
Attention: Steven Wolosky, Esq.

20. Entire Agreement. This Agreement, together with its appendices and the Asset Purchase Agreement, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

21. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative or joint venturer of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

22. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof, or a force majeure, or due to causes beyond such party's control, will not constitute an Event of Default under Section 12 of this Agreement, and neither party will be liable to the other party therefor, except that: any resulting failure of Licensee to broadcast the programs supplied by Programmer for a continuous period of seventy-two (72) hours or more at any time during the Term shall entitle Programmer to terminate this Agreement by providing Licensee written notice. Programmer and Licensee each agree to exercise its commercially reasonable efforts to remedy the conditions described above as soon as practicable.

23. Subject to Laws, Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC. If any

provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

24. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

25. Successors and Assigns. Subject to the provisions of Section 16 above, this Agreement shall be binding upon, and inure to the benefit of, Licensee's successors and assigns. This Agreement shall also be binding upon, and inure to the benefit of, Programmer and its successors and assigns.

26. Rule Compliance. Pursuant to 47 C.F.R. Section 73.3555, Licensee hereby certifies that it maintains ultimate control over the Stations' facilities, including Stations' finances, personnel and programming, and Programmer hereby certifies that it is in compliance with the provisions of paragraphs (a), (c), and (d) of 47 C.F.R. Section 73.3555.

27. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Any reference in this Agreement to "Stations" shall include both of the Stations collectively, and each Station individually.

28. Payola/Plugola. Neither Programmer nor its employees, agents, consultants or personnel shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payor is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the requirements of the rules, regulations, and policies of the FCC. Programmer covenants that during the Term it will comply with Sections 317 and 507 of the Communications Act of 1934, as amended, and Section 73.1212 of the FCC's rules.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

BICK BROADCASTING COMPANY

By: 

Name: James E. Janes

Title: President

PROGRAMMER:

DOUBLE O MISSOURI CORPORATION

By: _____

Name: Paul McNicol

Title: Senior Vice President

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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LICENSEE:

BICK BROADCASTING COMPANY

By: _____

Name: James E. Janes

Title: President

PROGRAMMER:

DOUBLE O MISSOURI CORPORATION

By:  _____

Name: Paul McNicol

Title: Senior Vice President