

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 8th day of July, 2004, by and among **OCEAN BROADCASTING II, LLC**, a North Carolina limited liability company ("Assignor"), **NEXTMEDIA OPERATING, INC.**, a Delaware corporation ("Operating"), **NM LICENSING LLC**, a Delaware limited liability company ("Licensing," and together with Operating, "Assignee") and **SEA-COMM, INC.**, a North Carolina corporation ("Sea-Comm").

BACKGROUND:

A. Assignor and Sea-Comm are parties to an Asset Exchange Agreement of even date herewith (the "Exchange Agreement"), attached hereto as Exhibit A, which provides for the transfer by Sea-Comm to Assignor of substantially all of Sea-Comm's assets and properties used in connection with radio broadcast stations WKXB (FM), serving the Burgaw, North Carolina market, and WSFM (FM), serving the Southport, North Carolina market (together, the "Sea-Comm Stations") in exchange for the transfer by Assignor to Sea-Comm of substantially all of Assignor's assets and properties used in connection with radio broadcast station WUIN (FM), serving the Carolina Beach, North Carolina market (the "Ocean Station"). Assignor and Sea-Comm are parties to a Local Marketing Agreement of even date herewith (the "Sea-Comm Stations LMA"), attached hereto as Exhibit B, which provides for the purchase of time on the Sea-Comm Stations for the broadcast of programming and the sale of commercial advertising time by Assignor. Defined terms used but not defined herein shall have the meanings assigned to such terms in the Exchange Agreement.

B. Operating and Sea-Comm are also parties to an Escrow Agreement of even date herewith, by and among Operating, Sea-Comm and Media Services Group, Inc., as escrow agent, relating to the Sea-Comm Stations (the "Escrow Agreement").

C. Assignor and Assignee are parties to a Purchase Agreement of even date herewith (the "Ocean Agreement"), which provides for the sale by Assignor, and the purchase by Assignee, of substantially all of Assignor's assets used in connection with radio broadcast stations WMFD (AM) and WRQR (FM), serving the Wilmington, North Carolina market, and WAZO (FM), serving the Oak Island, North Carolina market (collectively, the "Ocean/NextMedia Stations").

D. Assignor desires to assign to Assignee all rights and benefits of Assignor under the Exchange Agreement that relate to the Sea-Comm Stations (it being understood that Licensing shall assume all rights and benefits of Assignor to the Sea-Comm Commission Authorizations and Operating shall assume all of the other rights and benefits of Assignor that relate to the Sea-Comm Stations). Assignor desires to delegate to Assignee, and Assignee is willing to assume and to perform, all obligations, liabilities, and duties of Assignor under the Exchange Agreement that relate to the Sea-Comm Stations (it being understood that Licensing shall assume and perform all obligations, liabilities and duties of Assignor that relate to the Sea-Comm Commission Authorizations and Operating shall assume and perform all of the other obligations, liabilities and duties of Assignor that relate to the Sea-Comm Stations). Assignor will not assign nor delegate to Assignee, and Assignee will not assume or perform, any rights, benefits, obligations, liabilities, or duties of Assignor under the Exchange Agreement that relate to the Ocean Station.

E. Assignor also desires to assign and to delegate to Operating, and Operating is willing to accept and to assume from Assignor, all rights, and to perform all obligations, liabilities, and duties, of Assignor under the Sea-Comm Stations LMA.

F. Sea-Comm is willing to enter into this Agreement and to consent to the assignment, delegation, and assumption contemplated hereby, and to set forth certain agreements relating to the transactions contemplated by the Exchange Agreement.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Assignment and Assumption. Subject to the terms and conditions set forth in this Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts an assignment from Assignor of (A) all rights and benefits of Assignor set forth in the Exchange Agreement that relate to the Sea-Comm Stations (subject to the limitations, reservations, and qualifications set forth therein), including, without limitation, the rights to acquire the Sea-Comm Exchanged Assets (it being understood that Licensing shall assume all rights and benefits of Assignor to the Sea-Comm Commission Authorizations and Operating shall assume all of the other rights and benefits of Assignor that relate to the Sea-Comm Stations), the rights and benefits arising from the representations and warranties made by Sea-Comm under Article IV of the Exchange Agreement, and the rights and benefits arising under Article I, Sections 2.1(i), 2.2(i), 2.5, 2.6(a), 2.7(a), 3.1(a), 3.2(b), 3.2(c), 3.3, 3.4, 6.1(i), 6.2(i), 6.3(a), 6.4(a), 6.5(a), 6.6(a), 6.9(a), 6.10(a), 6.11(a), 6.12, 6.13, 6.14, 6.15, 6.16, 7.1, 8.1, 8.2, 8.4(a), 9.1, 10.1, 10.2, 11.1(b), 11.2, 11.3, 11.4, 12.1, and Article XIII (provided, however, that Assignor shall be jointly entitled to the rights and benefits under such of those provisions that relate to both the Sea-Comm Stations and the Ocean Station), and (B) all rights and benefits of Assignor (subject to the limitations, reservations, and qualifications set forth therein) set forth in the Sea-Comm Stations LMA. Subject to the terms and conditions set forth in this Agreement, Assignor hereby delegates to Assignee, and Assignee hereby assumes and agrees to perform (A) all obligations, liabilities, and duties of Assignor set forth in the Exchange Agreement that relate to the Sea-Comm Stations (it being understood that Licensing shall assume and perform all obligations, liabilities and duties of Assignor that relate to the Sea-Comm Commission Authorizations and Operating shall assume and perform all of the other obligations, liabilities and duties of Assignor that relate to the Sea-Comm Stations), including, without limitation, the obligation to pay the Exchange Price pursuant to Sections 2.3 and 2.4, the obligation to assume certain obligations of Sea-Comm as provided in (and limited by) Section 2.6(a), and the obligations, liabilities and duties arising under Sections 3.2(a)(i), 3.2(b), 3.2(c), 3.4, 6.4(a), 6.7, 6.8, 6.11(b), 6.14, 6.15, 6.16, 8.1, 8.3, 10.1, 10.2(a), 10.3, 11.1(a), 11.2, 11.3, 12.1, and Article XIII (provided, however, that Assignor shall remain obligated under such of those provisions, and Assignee shall not be obligated under such of those provisions, to the extent that such provisions relate to the Ocean Station), and (B) all obligations, liabilities, and duties of Assignor set forth in the Sea-Comm Stations LMA. Sea-Comm hereby consents to the foregoing assignment, delegation, and assumption of rights, benefits, obligations, liabilities, and duties set forth in the Exchange Agreement and in the Sea-Comm Stations LMA. Anything to the contrary in this Agreement notwithstanding, Operating shall be solely and exclusively responsible and liable for all obligations of Assignee, and Licensing shall not have or incur any liability whatsoever arising out of this Agreement, except such liability that may arise relating to the Sea-Comm Commission Authorizations.

2. Consideration for Assignment. The cash consideration to be paid by Assignee to Assignor for the assignment of the rights under the Exchange Agreement and the Sea-Comm Stations LMA pursuant to this Agreement shall be the sum of Seven Hundred Fifty-Five

Thousand Dollars (\$755,000) (the "Cash Consideration"). The Cash Consideration shall not be earned or payable unless and until the closing conditions set forth in each of the Exchange Agreement and Ocean Agreement have been satisfied or waived by the appropriate parties. Simultaneous with the closing of the transactions contemplated by the Exchange Agreement and the Ocean Agreement, Assignee shall pay to Assignor by wire transfer of federal funds (pursuant to wire transfer instructions that Assignor shall provide to Assignee) the full amount of the Cash Consideration. Assignee's performance of Assignor's duties and obligations under the Sea-Comm Stations LMA shall be deemed additional consideration hereunder.

3. Representations and Warranties of Assignor. Assignor makes the following representations and warranties, all of which have been relied upon by Assignee and by Sea-Comm in entering into this Agreement, and all of which are true and correct on the date hereof and shall be true and correct on the Closing Date:

3.1 Organization. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, and to perform its obligations under, this Agreement.

3.2 Authorization. The execution and delivery of this Agreement by Assignor have been duly authorized by all necessary action on the part of Assignor. This Agreement has been duly executed by Assignor and delivered to Assignee and to Sea-Comm, and constitutes the legal, valid, and binding obligation of Assignor, enforceable in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally.

3.3 No Breach. None of (a) the execution or the delivery of, or the performance of its obligations under, this Agreement by Assignor, or (b) Assignor's compliance with the terms and conditions hereof, will, with or without the giving of notice or the lapse of time, or both, conflict with, breach the terms and conditions of, constitute a default under, or violate, Assignor's articles of organization or operating agreement, or any judgment, decree, order, agreement, lease, or other instrument to which Assignor is a party or by which Assignor is legally bound, or any law, rule, or regulation applicable to Assignor.

3.4 Litigation. There is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending against Assignor, and, to Assignor's knowledge, there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature threatened against Assignor, which may adversely affect Assignor's ability to perform in accordance with the terms of this Agreement.

3.5 Status of Assigned Agreements. The Exchange Agreement and the Sea-Comm Stations LMA (collectively, the "Assigned Agreements") have been duly executed by Assignor and delivered to Sea-Comm, and constitute the legal, valid, and binding obligations of Assignor, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally. Assignor is not in breach of or default under any term or provision of any of the Assigned Agreements. Assignor acknowledges that Assignee makes no representation or warranty, express or implied, regarding whether or not all or any part of the transactions contemplated by the Exchange Agreement will, following assignment of the Exchange

Agreement to Assignee, continue to qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended.

4. Representations and Warranties of Assignee. Assignee makes the following representations and warranties, all of which have been relied upon by Assignor and by Sea-Comm in entering into this Agreement, and all of which are true and correct as of the date hereof and shall be true and correct on the Closing Date:

4.1 Organization. Operating is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business in North Carolina. Licensing is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in North Carolina. Each of Operating and Licensing has full power and authority to enter into, and to perform its respective obligations under, this Agreement.

4.2 Authorization. The execution and delivery of this Agreement by Assignee have been duly authorized by all necessary action on the part of Assignee. This Agreement has been duly executed by Assignee and delivered to Assignor and to Sea-Comm, and constitutes the legal, valid, and binding obligation of Assignee, enforceable in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally.

4.3 No Breach. None of (a) the execution or the delivery of, or the performance of its obligations under, this Agreement by Assignee, or (b) Assignee's compliance with the terms and conditions hereof, will, with or without the giving of notice or the lapse of time, or both, conflict with, breach the terms and conditions of, constitute a default under, or violate, Assignee's governing constituent documents, or any judgment, decree, order, agreement, lease, or other instrument to which Assignee is a party or by which Assignee is legally bound, or any law, rule, or regulation applicable to Assignee.

4.4 Litigation. There is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending against Assignee, and, to Assignee's knowledge, there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature threatened against Assignee, which may adversely affect Assignee's ability to perform in accordance with the terms of this Agreement.

5. Representations and Warranties of Sea-Comm. Sea-Comm makes the following representations and warranties, all of which have been relied upon by Assignor and by Assignee in entering into this Agreement, and all of which are true and correct on the date hereof and shall be true and correct on the Closing Date:

5.1 Organization. Sea-Comm is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, and to perform its obligations under, this Agreement.

5.2 Authorization. The execution and delivery of this Agreement by Sea-Comm have been duly authorized by all necessary action on the part of Sea-Comm. This Agreement has been duly executed by Sea-Comm and delivered to Assignor and to Assignee, and constitutes the legal, valid, and binding obligation of Sea-Comm, enforceable in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by

bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally.

5.3 No Breach. None of (a) the execution or the delivery of, or the performance of its obligations under, this Agreement by Sea-Comm, or (b) Sea-Comm's compliance with the terms and conditions hereof, will, with or without the giving of notice or the lapse of time, or both, conflict with, breach the terms and conditions of, constitute a default under, or violate, the certificate of incorporation or bylaws of Sea Comm, or any judgment, decree, order, agreement, lease, or other instrument to which Sea-Comm is a party or by which Sea-Comm is legally bound, or any law, rule, or regulation applicable to Sea-Comm.

5.4 Litigation. There is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending against Sea-Comm, and, to Sea-Comm's knowledge, there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature threatened against Sea-Comm, which may adversely affect Sea-Comm's ability to perform in accordance with the terms of this Agreement.

5.5 Status of Assigned Agreements. Each of the Assigned Agreements has been duly executed by Sea-Comm and delivered to Assignor, and constitutes the legal, valid, and binding obligation of Sea-Comm, enforceable in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally. Sea-Comm is not in breach of or default under any term or provision of any of the Assigned Agreements.

6. Covenants. The parties covenant and agree as follows:

6.1 Compliance with Exchange Agreement. Each of the parties hereto covenants and agrees to comply with, to satisfy, and to perform, all agreements, covenants, and conditions required to be complied with, satisfied, or performed by such party under the Exchange Agreement.

6.2 Compliance with Ocean Agreement. Assignor and Assignee covenant and agree to comply with, to satisfy, and to perform, their respective agreements, covenants, and conditions required to be complied with, satisfied, or performed by such party under the Ocean Agreement.

6.3 Compliance with Sea-Comm Stations LMA. Assignee and Sea-Comm covenant and agree to comply with, to satisfy, and to perform, their respective agreements, covenants, and conditions required to be complied with, satisfied, or performed by such party under the Sea-Comm Stations LMA.

6.4 Simultaneous Closings. Each of the parties hereto acknowledges and agrees that the closings of the transactions contemplated by the Ocean Agreement and the Exchange Agreement are intended to take place simultaneously and, accordingly, the consummation of each such closing is a condition precedent to the consummation of the other closings.

6.5 Further Assurances. Each of the parties shall provide such assistance, take such additional actions, and execute such additional instruments and documents, as may be

reasonably required or necessary in order to further carry into effect and consummate the transactions contemplated by this Agreement.

6.6 Notices. Each party covenants and agrees to provide each other party with copies of any and all notices required or permitted to be provided to any other party pursuant to the Exchange Agreement.

7. Termination. This Agreement may be terminated, without liability, at the option of either Assignor or Assignee, upon providing written notice thereof to all parties hereto, if the Exchange Agreement, the Ocean Agreement or the Sea-Comm Stations LMA shall be terminated prior to the consummation of the closings thereunder; provided, however, that neither Assignor nor Assignee may terminate this Agreement if such party is in default under the Exchange Agreement, the Ocean Agreement or the Sea-Comm Stations LMA. Following any termination pursuant to this Section 7, Assignor, Assignee, and Sea-Comm shall be relieved of all further obligations and liabilities hereunder.

8. General Provisions.

8.1 Brokerage. The parties represent and warrant to each other that no person is entitled to any fee as a broker or finder in connection with the transactions contemplated by this Agreement, other than Media Services Group, Inc., whose fees will be paid by Assignor, and the parties agree to indemnify and hold each other harmless from and against any claim from any other broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

8.2 Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or by other nationally-recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Assignor:

Ocean Broadcasting II, LLC
6100 Fairview Road, Suite 650
Charlotte, North Carolina 28210
Attention: Mr. Macon Moye
Thomas Henson, Esq.

(b) If to Assignee:

NextMedia Operating, Inc.
NM Licensing LLC
6312 S. Fiddler's Green Circle, Suite 360E
Englewood, Colorado 80111
Attention: Sean Stover
Fax: (303) 694-4940

with copies (which shall not constitute notice) to:

Weil Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Attention: Glenn D. West, Esq.
John E. Quattrocchi, Esq.
Fax: (214) 746-7777

(c) If to Sea-Comm:

Sea-Comm, Inc.
45 Pecan Acres
Hattiesburg, Mississippi 39402
Attention: Mr. Rick Jorgensen

With a copy (which shall not constitute notice) to:

Paul Hastings Janofsky & Walker, LLP
1299 Pennsylvania Avenue, N.W.
Tenth Floor
Washington, DC 20004-2400
Attention: John Griffith Johnson, Jr., Esq.

Any party may change its address for notices by notice to the others given pursuant to this Section.

8.3 Survival of Representations and Warranties. The several representations and warranties of the parties contained herein shall survive the consummation of the transactions contemplated by this Agreement.

8.4 Waiver. Unless otherwise specifically agreed in writing to the contrary: (a) the failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (b) no waiver by any party of any default by any other party shall be valid, unless in writing and acknowledged by an authorized representative of the nondefaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (c) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

8.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were all on one (1) and the same instrument. This Agreement shall be deemed to amend the terms of the Exchange Agreement.

8.6 Construction. The Section headings of this Agreement are for convenience only, and in no way modify, interpret or construe the meaning of specific provisions of this Agreement.

8.7 Severability. If any one or more of the provisions contained in this Agreement should be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if any one or more of Sections 1 or 2 hereof (or any other provision describing material consideration to be received by a party) shall be deemed invalid, illegal, or unenforceable in whole or in part, the party entitled to the benefit of such invalidated provision shall have the right to terminate this Agreement and to be reimbursed for any Cash Consideration paid by such party. Any invalid, illegal, or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary in order to bring such term within the provisions of applicable law.

8.8 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law rules utilized in that jurisdiction.

8.9 Effectiveness. This Agreement shall become effective immediately upon execution by each of the parties hereto.

8.10 Audit. In the event Assignee establishes to Sea-Comm's reasonable satisfaction that due to SEC regulations it is necessary for Assignee to have audited income statements ("Financial Statements") for the Sea-Comm Stations for the fiscal years ended December 31, 2003 and/or December 31, 2002, Assignee shall so notify Sea-Comm and Sea-Comm shall reasonably cooperate with Assignee in connection with the preparation of such Financial Statements. PriceWaterhouseCoopers, or such other independent auditor acceptable to Sea-Comm ("Auditor"), shall be asked to perform the audit of such Financial Statements and deliver its report thereon addressed to Sea-Comm. Assignee shall promptly pay all fees, costs and expenses of such Auditor in connection with the Financial Statements. Assignee acknowledges and agrees that in no event shall the preparation and/or receipt of the Financial Statements constitute a condition to the closing of either the Exchange Agreement or the Ocean Agreement or to Assignee's obligations under this Agreement, nor shall Sea-Comm be deemed to have made any representation or warranty with respect thereto.

8.11 Like-Kind Exchange. Sea-Comm and Assignor hereby acknowledge and agree that (a) Assignee makes no representation or warranty, express or implied, regarding whether or not all or any part of the transactions contemplated by the Exchange Agreement will, before or following assignment of the Exchange Agreement to Assignee, qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "1031 Exchange"), and (b) each of them shall indemnify and hold harmless Assignee from and against any negative tax consequences related to such exchange (it being understood that this indemnification shall not apply to Assignee's obligations to pay any ordinary taxes, such as transfer taxes, not affected by the 1031 Exchange).

8.12 Agreements Between Ocean and Sea-Comm. Sea-Comm and Assignor represent and warrant to Assignee that the copies of the Exchange Agreement and the Sea-Comm Stations LMA attached hereto as Exhibits A and B, respectively, (i) are true and complete, (ii) have not been modified, amended, supplemented or replaced, (iii) are the sole agreements regarding the subject matter thereof and (iv) are not subject to any other agreements, written or oral, between Assignor and Sea-Comm or by course of trade or dealing between Assignor and Sea-Comm. Each of Assignor and Sea-Comm waives its right to alter the terms of the Exchange Agreement or the Sea-Comm Stations LMA, by parol evidence or otherwise, in any way that would or could conflict with the terms of this Paragraph 8.12. Assignor and Sea-Comm

acknowledge that Assignee is relying on all representations made in this Agreement including, without limitation, this Paragraph 8.12, and further acknowledge that Assignee would not have entered into this Agreement, the Ocean Agreement, the Sea-Comm Stations LMA or the Escrow Agreement but for such representations.

8.13 Remedies. Notwithstanding anything to the contrary contained herein or in any other document or agreement related to the transactions contemplated herein or therein, Assignor and Sea-Comm acknowledge and agree that Assignee shall have no obligations or liabilities whatsoever with respect to any loss, liability, claim, damage, deficiency, injury, cost or expense related to Sea-Comm's operation of the Ocean Station. For avoidance of doubt, in the event that Sea-Comm terminates the Exchange Agreement for any reason other than pursuant to Sections 10.1(b) or 10.1(i) of the Exchange Agreement, Sea-Comm shall have no right to draw on the Letter of Credit under Section 10.3 of the Exchange Agreement.

8.14 No Right of Contribution. Each party hereto waives all rights of contribution as to any other party hereto under this Agreement and any other document or agreement related to the transactions contemplated herein or therein.

8.15 Reconfiguration. For the period beginning as of the date hereof and ending on August 6, 2004, the parties shall work together as needed to transfer operations of the various radio stations from the locations where they are presently operated to the locations where they will be operated post closing. Each party agrees to provide assistance to the other parties as reasonably necessary for such transfers to occur in a timely manner and with minimum disruptions to operations of any party, and to the extent reasonably necessary shall permit the continued operation of a radio station from its facilities on a temporary basis until reconfiguration can be done at the permanent location therefor, provided that the parties doing such reconfiguration proceed diligently with such reconfiguration until completed.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and through their duly authorized officers on the day and year first above written.

OCEAN BROADCASTING II LLC

By: Macon B. Moye
Macon B. Moye
Manager

NEXTMEDIA OPERATING, INC.

By: _____
Sean R. Stover
Senior Vice President

NM LICENSING LLC

By: _____
Sean R. Stover
Vice President

SEA-COMM, INC.


By: _____
M.E. Knight
Vice President

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and through their duly authorized officers on the day and year first above written.

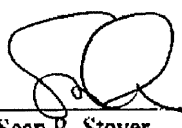
OCEAN BROADCASTING II LLC

By: _____
Macon B. Moye
Manager

NEXTMEDIA OPERATING, INC.

By:  _____
Sean R. Stover
Senior Vice President

NM LICENSING LLC

By:  _____
Sean R. Stover
Vice President

SEA-COMM, INC.

By: _____
M.E. Knight
Vice President

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and through their duly authorized officers on the day and year first above written.

OCEAN BROADCASTING II LLC

By: _____
Macon B. Moye
Manager

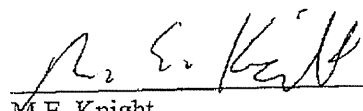
NEXTMEDIA OPERATING, INC.

By: _____
Sean R. Stover
Senior Vice President

NM LICENSING LLC

By: _____
Sean R. Stover
Vice President

SEA-COMM, INC.

By:  _____
M.E. Knight
Vice President