

AMENDMENT TO LOCAL MARKETING AGREEMENT

This Amendment to Local Marketing Agreement (this "Amendment") is made as of this 19th day of November, 2004 by and between Sea-Comm, Inc., a North Carolina corporation, and Ocean Broadcasting II, LLC, a North Carolina limited liability company. This Amendment amends the Local Marketing Agreement (the "Agreement") entered into by the parties as of April 5, 2004. Capitalized terms in this Amendment shall have the meanings assigned to them in the Agreement.

The Agreement is hereby amended as follows:

1. Recital A.

The final sentence of Recital A is deleted in its entirety and is hereby replaced with the following sentence:

Simultaneously with the execution and delivery of this Amendment, Programmer and Licensee are executing and delivering an Option Agreement (the "Option Agreement") by and between Programmer, as Optionee, and Licensee, as Optionor, pursuant to which Licensee is granting to Programmer an option (the "Option") to purchase the assets of the Station on the terms and conditions set forth in the Option Agreement.

2. Recital B.

The first sentence of Recital B is deleted in its entirety and is hereby replaced with the following sentence:

Programmer desires to purchase time on the Station for the broadcast of programming on the Station and to sell all of the commercial advertising time inventory of the Station, pending the closing (the "Closing") of the sale by Licensee to Programmer of the assets of the Station pursuant to Programmer's exercise of the Option.

3. Paragraph 1(a): Payments.

The following sentence is hereby added to Paragraph 1(a) immediately preceding the sentence that reads, "Payment of all amounts due under this Paragraph 1(a) for any partial Month during the term of this Agreement shall be prorated on a daily basis.":

For each Month during the period from November 19, 2005 to September 3, 2006 (September 3, 2006 being hereinafter referred to as the "Grandfathering Termination Date") during which this Agreement shall be in effect, in addition to the Operating Expense Payment and the LMA Fee Payment, Programmer shall pay to Licensee an amount (the "Licensee Loan Principal Amortization Payment") equal to the monthly amortization of principal owed by Licensee to RBC Centura Bank, Charlotte, North Carolina (the "Bank") pursuant to

Licensee's currently-outstanding Loan from the Bank pertaining to the Station (the "Loan"), such Licensee Loan Principal Amortization Payment not to exceed Fifteen Thousand United States Dollars (US\$15,000.00) in any single Month during the said period. In the event that this Agreement shall be terminated under Paragraph 15 (a)(i) hereof, or in the event that the Closing shall not have been held by the Grandfathering Termination Date by virtue of Programmer's failure to have rendered itself qualified under the FCC's commercial radio station multiple ownership rules to exercise the Option, any amounts paid by Programmer to Licensee that constituted Licensee Loan Principal Amortization Payments shall be refunded to Programmer at the end of the Term or on the Grandfathering Termination Date, whichever comes first. In the event that the Closing shall be held, all amounts paid by Programmer to Licensee that constituted Licensee Loan Principal Amortization Payments shall be credited to reduce the purchase price otherwise payable to Licensee by Programmer at the Closing for the assets of the Station.

4. Paragraph 1(b): Term.

Clause (ii) of Paragraph 1(b) is deleted in its entirety and is hereby replaced with the following Clause (ii):

(ii) the termination of the Option Agreement or the asset purchase agreement (the "Station Asset Purchase Agreement") pursuant to which Programmer shall purchase from Licensee the assets of the Station pursuant to Programmer's exercise of the Option, in accordance with the terms of the Option Agreement or the Station Asset Purchase Agreement, prior to the Closing;

5. Paragraph 1(b): Term.

Clause (iv) of Paragraph 1(b) is deleted in its entirety and is hereby replaced with the following Clause (iv):

(iv) the expiration of the Option Agreement or the Station Asset Purchase Agreement in accordance with their respective terms, subject (in the case of any termination pursuant to Clauses (ii), (iii), or (iv) of this Paragraph 1(b)) to a short-term extension with the mutual written consent of Programmer and Licensee.

6. Paragraph 1(b): Term.

The following new Clause (v) is hereby added immediately following Clause (iv) of Paragraph 1(b):

(v) the Grandfathering Termination Date.

7. Paragraph 2: Programs.

The following new sentence is hereby added at the end of Paragraph 2:

Notwithstanding any other representation, warranty, covenant, agreement, undertaking, or understanding elsewhere expressed in this Agreement, Programmer represents and warrants that from April 5, 2004 to September 3, 2004, Programmer's execution and delivery of, and Programmer's performance of its obligations under, this Agreement complied in all material respects with the FCC's commercial radio station multiple ownership rules, and that from and after September 3, 2004 (subject to any further judicial review or reconsideration and modification by the FCC of those rules), Programmer's performance of its obligations under this Agreement is not consistent with those rules, but that such inconsistency has been "grandfathered" by the FCC to the Grandfathering Termination Date.

8. Paragraph 13: Compliance with Law.

The second sentence of Paragraph 13 is deleted in its entirety and is hereby replaced with the following sentence:

Programmer agrees that, throughout the term of this Agreement, Programmer will comply with all laws, rules, regulations, policies, and procedures, including, but not limited to, the FCC's technical, political broadcasting, obscenity and indecency regulations, fair trade practice regulations, lottery broadcast regulations, sponsorship identification rules, and sales practice regulations, that are applicable to the operations of the Station, and (subject to the final sentence of Paragraph 2 hereof) all FCC rules applicable to programming agreements of this kind.

9. Paragraph 14(a): Programmer's Indemnification.

The words "Exchange Agreement" appearing in Paragraph 14(a) is hereby replaced with the words, "Option Agreement or the Station Asset Purchase Agreement."

10. Paragraph 14(b): Licensee's Indemnification.

The words "Exchange Agreement" appearing in Paragraph 14(b) is hereby replaced with the words, "Option Agreement or the Station Asset Purchase Agreement."

11. Paragraph 15(a): Termination.

Subparagraph 15(a)(i) is hereby modified by adding, at the end thereof, the following phrase:

, and the FCC or a court of competent jurisdiction or other governmental authority having jurisdiction over Licensee, Programmer, or the Station shall affirmatively order that this Agreement be terminated prior to the Grandfathering Termination Date;

12. Paragraph 15(a): Termination.

Subparagraph 15(a)(iv) is hereby modified, by adding, at the end thereof, the following phrase:

, and the FCC or a court of competent jurisdiction or other governmental authority having jurisdiction over Licensee, Programmer, or the Station shall affirmatively order that this Agreement be terminated prior to the Grandfathering Termination Date;

13. Paragraph 15(a): Termination.

Subparagraph 15(a)(v) is deleted in its entirety and is hereby replaced with the following Subparagraph 15(a)(v):

(v) upon the occurrence of the Grandfathering Termination Date;

14. Paragraph 15(a): Termination.

Subparagraph 15(a)(vi) is hereby modified by replacing the words "Exchange Agreement" in both places where they appear with the words "Option Agreement or Station Asset Purchase Agreement".

15. Paragraph 26: Certifications.

The final sentence of Paragraph 26 is deleted in its entirety and is hereby replaced with the following sentence:

Subject to the final sentence of Paragraph 2 hereof, Programmer hereby certifies that Programmer's execution and delivery of, and Programmer's performance of its obligations under, this Agreement complies with the restrictions on ownership of media set out in the Commission's rules and regulations, and specifically in 47 C.F.R. Section 73.3555.

16. Counterparts.

This Amendment may be executed in counterparts and shall become effective when Licensee and Programmer shall each have executed a counterpart hereof, and shall have delivered to the other party hereto an original or facsimile copy thereof, notwithstanding that such executions by Licensee and Programmer shall not be found upon one and the same page.

17. Ratification.

Except as specifically amended by this Amendment, the Agreement is ratified by Licensee and Programmer as of the date hereof and shall remain in full force and effect in all other respects.

NOV. 15. 2004 6:27PM

MEGAGATE BROADBAND

NO. 1768 P. 3

IN WITNESS WHEREOF, The parties have executed this Amendment as of the date and year first above written.

SEA-COMM, INC.

OCEAN BROADCASTING II, LLC

By: N. Eric Jorgensen By: Macon Moye
N. Eric Jorgensen, President Macon Moye, Manager

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IN WITNESS WHEREOF, The parties have executed this Amendment as of the date and year first above written.

SEA-COMM, INC.

OCEAN BROADCASTING II, LLC

By: _____
N. Eric Jorgensen, President

By: Macon Moye
Macon Moye, Manager

WDC201114.35