

SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT

This Second Amendment to Local Marketing Agreement (this "Second Amendment") is made as of this 1st day of September, 2006 by and between Sea-Comm, Inc., a North Carolina corporation ("Programmer"), and Ocean Broadcasting II, LLC, a North Carolina limited liability company ("Licensee"). This Second Amendment further amends that certain Local Marketing Agreement (the "Agreement") entered into by the parties as of April 5, 2004, as previously amended by the parties on November 19, 2004. Capitalized terms used in this Second Amendment shall have the meanings assigned to them in the Agreement.

1. The Agreement is hereby amended as follows:

A. Paragraph 1(a): Payments

The following amount replaces

as the LMA Fee Payment:

B. Paragraph 1(a): Payments

The following shall be added to Paragraph 1(a)(i) immediately after the phrase "of the Station,"

who as of September 1, 2006 will be Beau Gunn.

C. Paragraph 1(a): Payments

The following shall be added to Paragraph 1(a)(ii) immediately after "Licensee's second employee at the station,"

who as of September 1, 2006 will be Ashley Knight.

D. Paragraph 1(b): Term

The following Clause (v) replaces the Clause (v) added immediately after Clause (iv) of Paragraph 1(b) by the amendment to the Agreement dated November 19, 2004:

(v) August 31, 2007 (subject to FCC approval).

2. Ratification.

Except as specifically amended by this Second Amendment, the Agreement as amended by the prior amendment dated November 19, 2004, is ratified by Licensee and

Programmer as of the date hereof and shall remain in full force and effect in all other respects.

3. 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.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]**

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

SEA-COMM, INC.

OCEAN BROADCASTING II, LLC

By: *N. Eric Jorgensen*
N. Eric Jorgensen, President

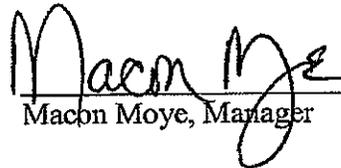
By: _____
Macon Moye, Manager

IN WITNESS WHEREOF, the parties have executed this Second 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, Manager