

## SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement"), dated as of June 21, 2004, is entered into by and among BLUEWATER BROADCASTING COMPANY, LLC, a Florida limited liability company (the "Company"), SCOTT R. MCQUEEN, individually ("McQueen"), and the SCOTT R. MCQUEEN 2001 INVESTMENT TRUST, Donald McQueen, Trustee (the "Subscriber").

### WITNESSETH:

**WHEREAS**, on March 28, 2003 certain of the Members formed the Company by causing the Articles of Organization to be filed with the Secretary of State of the State of Florida;

**WHEREAS**, as of the date hereof, the Members are entering into that certain Second Amended and Restated Limited Liability Company Agreement of Bluewater Broadcasting Company, LLC (as the same may be further amended and restated from time to time, the "LLC Agreement"), all capitalized terms noted but not defined herein shall have the meanings ascribed thereto in the LLC Agreement; and

**WHEREAS**, as of the date hereof, pursuant to the terms of the LLC Agreement, the Company desires to sell to the Subscriber, and the Subscriber is willing to purchase from the Company, Thirty-Nine and One Hundredth (39.01) Class A Common Units and Five Hundred Ninety-Eight and Eighteen Hundredths (598.18) Class B Preferred Units of the Company (the "Purchased Units").

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase of the Purchased Units.**

The Subscriber hereby agrees to purchase from the Company, and the Company hereby agrees to sell to the Subscriber, in accordance with the terms of the LLC Agreement, the Purchased Units for a Capital Contribution which shall consist of cash and the cancellation of that certain Promissory Note issued by the Company to McQueen, dated as of February 24, 2004 (the "Note") and additional indebtedness pursuant to certain loans made to the Company by McQueen on May 14, 2004 (the "Additional Loan"), and the accrued interest thereon, in the amounts set forth on Schedule I. Upon receipt of the full Capital Contribution of the Subscriber and fulfillment of the other conditions set forth in Section 5.2 hereof, the Manager shall amend the Interest Schedule accordingly.

2. **Rights and Preferences of the Units.**

The Purchased Units are entitled to such benefits and rights, and are subject to such obligations and restrictions, as are set forth in the LLC Agreement.

3. **Representations and Warranties of the Company.**

To induce the Subscriber to purchase the Purchased Units, the Company represents and warrants to the Subscriber, which representations and warranties shall survive the execution of this Agreement and the issuance of the Purchased Units, that:

3.1 **Organization.** The Company is a limited liability company duly organized, validity existing and in good standing under the laws of the State of Florida, with full limited liability company power to carry on and conduct its business as presently conducted, and is duly licensed or qualified to do business in all jurisdictions where the nature of its activities requires such licensing or qualification.

3.2 **Authorization; Validity.** The Company has full right, power and authority to enter into this Agreement and to issue and deliver the Purchased Units. All necessary action has been taken on the part of the Company to authorize the execution and delivery of this Agreement and the issuance and delivery of the Purchased Units. This Agreement is the valid and binding agreement of the Company enforceable in accordance with its terms (except as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and by general equitable principles).

3.3 **Litigation.** As of the date hereof, there is no litigation or governmental proceeding pending, or to the knowledge of the Company, threatened, against the Company, which, if adversely determined, would reasonably be expected to result in any material adverse change in the financial condition or properties, business or operations of the Company.

3.4 **Complete Information.** As of the date hereof, this Agreement, and all financial statements and other materials submitted to the Subscriber in connection with or in furtherance of this Agreement by or on behalf of the Company fully and fairly state the matters with which they purport to deal, and neither misstate any material fact or, separately or in the aggregate, fail to state any material fact necessary to make the statements made not misleading. The Subscriber has been provided with complete and correct copies of the LLC Agreement.

3.5 **Approvals.** No authorization, approval or consent of, or filing with, any court, government body, regulatory agency, self-regulatory organization or stock exchange or market in the United States or any other jurisdiction, or any other party, is required to be obtained or made (which has not been obtained or made) by the Company in connection with the execution, delivery and performance of this Agreement and the issuance and delivery of the Purchased Units.

#### **4. Representations and Warranties of the Subscriber and McQueen.**

The Subscriber and McQueen hereby represent and warrant to the Company, which representations and warranties shall survive the execution of this Agreement and the issuance of the Purchased Units, that:

4.1 **Investment Intent.** The Purchased Units are being purchased for investment for the Subscriber's own account and not for the purpose of resale or other distribution thereof, and the undersigned has no present intention to sell, transfer, pledge or otherwise dispose of any of the Purchased Units. The Subscriber agrees that it will not sell, transfer, pledge, or otherwise dispose of the Purchased Units in violation of the Securities Act of 1933, as amended (the "Securities Act"), or applicable state securities laws.

4.2 **Subscriber Status.** At the time the Subscriber was offered the Purchased Units, it was, and at the date hereof, it is an "accredited investor" as that term is defined in Rule 501(a)(1), (2), (3), (7) or (8) under the Securities Act.

4.3 **Reliance.** The Subscriber understands and acknowledges that (i) the Purchased Units are being offered and sold to the Subscriber without registration under the Securities Act in a private placement that is exempt from the registration provisions of the Securities Act under Section 4(2) of the Securities Act or Regulation D promulgated thereunder and (ii) the availability of such exemption depends in part on, and the Company will rely upon the accuracy and truthfulness of, the foregoing representations and warranties, and the Subscriber hereby consents to such reliance.

4.4 **LLC Agreement.** The Subscriber hereby acknowledges and agrees that it is bound by the terms and provisions of the LLC Agreement.

4.5 **Subscriber Awareness.** The Subscriber acknowledges and understands that:

(a) No federal or state agency has passed upon the Purchased Units or made any finding or determination as to the fairness of an investment in the company.

(b) The purchase of the Purchased Units involves a high degree of risk, including the possibility of a loss of the entire investment.

(c) The LLC Agreement contains restrictions on the transferability of the Interest.

(d) The foregoing acknowledgments and understandings, the representations and warranties contained in this Section 4, and the agreements contained in this Agreement shall survive the Subscriber's purchase of the Purchased Units.

4.6 **Authority of McQueen.** McQueen hereby represents that he holds the Note free and clear of all liens and encumbrances, and acknowledges that he is fully authorized and empowered, and hereby agrees, to the cancellation of the Note in

connection with the issuance of the Purchased Units to the subscriber as set forth in this Subscription Agreement. McQueen further represents that he made the Additional Loan and acknowledges that he is fully authorized and empowered, and hereby agrees, to the cancellation of the Additional Loan in connection with the issuance of the Purchased Units to the subscriber as set forth in this Subscription Agreement.

5. **Conditions Precedent.**

The obligations of the Subscriber to purchase, and the Company to sell, the Purchased Units hereunder are subject to the conditions set forth in this Section 5.

5.1 **Delivery of Documents by the Company.** On or prior to the issuance of the Purchased Units, the Company shall have provided the Subscriber with the following documents:

- (a) **Agreement.** This Agreement duly executed by the Company.
- (b) **Additional Documents.** Such other instruments and documents as the Subscriber may reasonably require.

5.2 **Delivery of Documents by the Subscriber.** On or prior to the issuance of the Purchased Units, the Subscriber shall have provided the Company with the following documents and contribution:

- (a) **Agreement.** This Agreement duly executed by the Subscriber.
- (b) **Additional Documents.** Such other instruments and documents as the Company may reasonably request.
- (d) **Capital Contribution.** The Subscriber and McQueen shall tender the Capital Contribution, described in Section 1 hereof, to the Company, including the original Note.

6. **Miscellaneous.**

6.1 **Waiver.** No failure or delay on the part of the Subscriber in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided at law or in equity.

6.2 **Entire Agreement.** This Agreement and the LLC Agreement constitute the entire agreement between the parties and there are no promises expressed or implied unless contained herein or therein. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Subscriber and the Company, and then such waiver or consent shall be effective only for the specific purpose for which it was given.

6.3 **Notices.** Any notice or demand which, by any provision of this Agreement or the LLC Agreement or any agreement, document or instrument executed pursuant hereto or thereto, except as otherwise provided therein, is required or provided to be given shall be deemed to have been sufficiently given or served and received for all purposes when delivered in writing by hand, by facsimile transmission with receipt acknowledged or by express delivery providing receipt of delivery, at the address set forth below or at such other address as shall be designated by such party in a written notice to each other party complying as to delivery of such notice with the terms of this subsection.

If to the Company:                      Bluewater Broadcasting Company, LLC  
431 Coconut Palm Road  
Boca Raton, FL 33432  
Attention: Richard Pestrighelli  
Facsimile:

With a copy to:                      Leibowitz & Associates, P.A.  
One SE Third Avenue  
Suite 1450  
Miami, FL 33131-1715  
Attention: Thomas Williams, Esq.  
Facsimile: 305-530-9417

If to the Subscriber:                      Scott R. McQueen 2001 Investment Trust  
c/o Scott R. McQueen  
431 Coconut Palm Road  
Boca Raton, FL 33432  
Facsimile:

6.4 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

6.5 **Binding Effect.** This Agreement shall become effective when it shall have been executed by the Company and the Subscriber, and thereafter shall be binding upon and inure to the benefit of the Company, and the Subscriber and their respective heirs, successors and assigns.

6.6 **Assignment.** This Agreement may not be assigned without the written consent of the Company.

6.7 **Governing Law.** This Agreement has been delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Delaware (without regard to its conflict of laws doctrine) and for all purposes shall be construed in accordance with the laws of such State.

6.8 **Enforceability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or lack of enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction; whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.


6.9 **Survival**. All covenants, agreements, representations and warranties made by the Company or the Subscriber herein shall, notwithstanding any investigation by the Subscriber or the Company, be deemed material and relied on by the other party and shall survive the execution and delivery by the parties of this Agreement and the Purchased Units.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be executed by their respective, duly authorized officers, as of the date first above written.

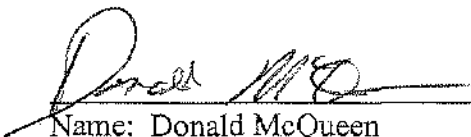
**COMPANY:**

BLUEWATER BROADCASTING COMPANY, L.L.C.

By:   
Name: Richard H. Pestrichelli  
Title: Manager

**SUBSCRIBER:**

SCOTT R. MCQUEEN 2001 INVESTMENT TRUST

  
Name: Donald McQueen  
Its: Trustee

**NOTEHOLDER:**

SCOTT R. MCQUEEN

