

(b) deliver to Ocean within five (5) days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Sea-Comm Stations which are filed with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which any such filing is responsive (and in the event of an oral FCC inquiry, Sea-Comm will furnish to Ocean a written summary thereof);

(c) maintain in full force and effect all material permits which are presently held and are required for the operation of the Sea-Comm Stations as presently conducted; and

(d) upon any damage, destruction, or loss to any material Sea-Comm Exchanged Asset or the WSFM transmitter tower, apply any insurance proceeds received with respect thereto to the repair, replacement, and restoration thereof to the condition of such Sea-Comm Exchanged Asset or the WSFM transmitter tower before such event.

(ii) During the period from the date of this Agreement to the Closing Date, and subject to the terms of the Ocean Station LMA, Ocean shall have sole responsibility for the Ocean Station and its operations, and during such period, Ocean shall:

(a) operate the Ocean Station in accordance with the rules and regulations of the FCC and the Ocean Commission Authorizations in all material respects, and file all ownership reports, employment reports, applications, responses, and other documents required to be filed during such period, and maintain and promptly deliver to Sea-Comm true and complete copies of the Ocean Station's required filings;

(b) deliver to Sea-Comm within five (5) days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Ocean Station which are filed with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which any such filing is responsive (and in the event of an oral FCC inquiry, Ocean will furnish to Sea-Comm a written summary thereof);

(c) maintain in full force and effect all material permits which are presently held and are required for the operation of the Ocean Station as presently conducted; and

(d) upon any damage, destruction, or loss to any material Ocean Exchanged Asset, apply any insurance proceeds received with respect thereto to the repair, replacement, and restoration thereof to the condition of such Ocean Exchanged Asset before such event.

6.3 Changes in Information. (a) During the period from the date of this Agreement to the Closing Date, Sea-Comm shall give Ocean prompt written notice of any material change in the representations and warranties made in or pursuant to this

Agreement, or of any event or circumstance which, if it had occurred on or prior to the date hereof, would cause any of such representations or warranties not to be true and correct in any material respect.

(b) During the period from the date of this Agreement to the Closing Date, Ocean shall give Sea-Comm prompt written notice of any material change in the representations and warranties made in or pursuant to this Agreement, or of any event or circumstance which, if it had occurred on or prior to the date hereof, would cause any of such representations or warranties not to be true and correct in any material respect.

6.4 Restrictions. (a) Subject to the terms of the Sea-Comm Stations LMA, nothing contained in this Agreement shall give Ocean any right to control the programming or operations of any of the Sea-Comm Stations prior to the Closing Date, and Sea-Comm shall have complete control over the programming and operations of the Sea-Comm Stations between the date hereof and the Closing Date.

(b) Subject to the terms of the Ocean Station LMA, nothing contained in this Agreement shall give Sea-Comm any right to control the programming or operations of the Ocean Station prior to the Closing Date, and Ocean shall have complete control over the programming and operations of the Ocean Station between the date hereof and the Closing Date.

6.5 Going Off the Air. (a) If any of the Sea-Comm Stations shall go off the air for any engineering reason, act of God, or any other reason not caused by the act or failure to act on the part of Ocean, its employees, agents, or representatives (provided, however, that such action or failure to act on the part of Ocean, its employees, agents, or representatives during the term of the Sea-Comm Stations LMA shall have been in derogation of a specific duty on the part of Ocean, or such employees, agents, or representatives, as expressly set forth in the Sea-Comm Stations LMA, or shall have constituted negligence or willful misconduct on the part of Ocean or such employees, agents, or representatives), Sea-Comm shall promptly notify Ocean and shall take all reasonable steps to resume broadcasting as soon as is practical. If, under the circumstances set forth in the preceding sentence, either of the Sea-Comm Stations shall be unable to resume and to continue broadcasting on a normal and customary basis within one hundred twenty (120) hours, Ocean may, at its option, terminate this Agreement, upon giving written notice thereof to Sea-Comm, without incurring any liability to Sea-Comm, provided that Ocean shall not then be in material breach or default under this Agreement or under either the Sea-Comm Stations LMA or the Ocean Station LMA.

(b) If the Ocean Station shall go off the air for any engineering reason, act of God, or any other reason not caused by the act or failure to act on the part of Sea-Comm, its employees, agents, or representatives (provided, however, that such action or failure to act on the part of Sea-Comm, its employees, agents, or representatives during the term of the Ocean Station LMA shall have been in derogation of a specific duty on the part of Sea-Comm, or such employees, agents, or representatives, as expressly set forth in the Ocean Station LMA, or shall have constituted negligence or willful

misconduct on the part of Sea-Comm or such employees, agents, or representatives), Ocean shall promptly notify Sea-Comm and shall take all reasonable steps to resume broadcasting as soon as is practical. If, under the circumstances set forth in the preceding sentence, the Ocean Station shall be unable to resume and to continue broadcasting on a normal and customary basis within seventy-two (72) hours, Sea-Comm may, at its option, terminate this Agreement, upon giving written notice thereof to Ocean, without incurring any liability to Ocean, provided that Sea-Comm shall not then be in material breach or default under this Agreement or under either the Ocean Station LMA or the Sea-Comm Stations LMA; provided, however, that in the event of any conflict between a provision of this Section 6.5(b) and a provision of the Ocean Station LMA, the provision of the latter shall control.

6.6 Access to Information. (a) During the period from the date of this Agreement to the Closing Date, Ocean and its accountants, counsel, and other representatives shall be given reasonable and continuing access during normal business hours to all of the facilities, properties, books, and records of Sea-Comm relating to the Sea-Comm Stations, and such accountants, counsel, and representatives shall be furnished with such documents and information with respect to the affairs of the Sea-Comm Stations as from time to time may reasonably be requested, subject in each instance to advance notice to and coordination with Sea-Comm and, unless waived by Sea-Comm, such access and such furnishing of documents and information shall be in the presence of a representative of Sea-Comm. In furtherance thereof, Ocean may retain an engineering firm of its own choosing to conduct engineering studies regarding the Sea-Comm Stations.

(b) During the period from the date of this Agreement to the Closing Date, Sea-Comm and its accountants, counsel, and other representatives shall be given reasonable and continuing access during normal business hours to all of the facilities, properties, books, and records of Ocean relating to the Ocean Station, and such accountants, counsel, and representatives shall be furnished with such documents and information with respect to the affairs of the Ocean Station as from time to time may reasonably be requested, subject in each instance to advance notice to and coordination with Ocean and, unless waived by Ocean, such access and such furnishing of documents and information shall be in the presence of a representative of Ocean. In furtherance thereof, Sea-Comm may retain an engineering firm of its own choosing to conduct engineering studies regarding the Ocean Station.

6.7 Brokerage or Finder's Fee. Each of Ocean and Sea-Comm shall be solely and exclusively responsible for all brokerage commissions, finders' fees, or other compensation asserted by any person or entity claiming to have dealt with or for such party.

6.8 Sales and Other Taxes. Sea-Comm and Ocean shall each pay one half (½) of all sales taxes, transfer taxes, and similar government charges, filing fees, and recording and registration fees applicable to the transactions contemplated by this Agreement, including, without limitation, all taxes and similar charges, if any, payable

upon the transfer of title to any of the Sea-Comm Exchanged Assets or the Ocean Exchanged Assets. The foregoing shall not apply to (i) taxes, governmental charges, or fees incurred upon the granting or recording of mortgages or deeds of trust by Ocean in favor of Ocean's lenders, which shall be the exclusive responsibility of Ocean, or (ii) taxes, governmental charges, or fees incurred upon the granting or recording of mortgages or deeds of trust by Sea-Comm in favor of Sea-Comm's lenders, which shall be the exclusive responsibility of Sea-Comm. Ocean and Sea-Comm will cooperate to prepare and file with the proper public officials, as and to the extent necessary, all appropriate sales tax exemption certificates or similar instruments as may be necessary to avoid the imposition of sales, transfer, and similar taxes on the transfer of the Sea-Comm Exchanged Assets and the Ocean Exchanged Assets pursuant hereto. The provisions of this Section 6.8 shall not apply to filing and grant fees associated with either of the Ocean Assignment Application or the Sea-Comm Assignment Application, the responsibility for the payment of which shall be governed by Section 3.2(b) hereof.

6.9 No Shop. (a) Sea-Comm agrees that from and after the date hereof and until the expiration or termination of this Agreement, Sea-Comm will not sell, transfer, or otherwise dispose of any direct or indirect interest in any assets (except for dispositions of assets in the ordinary course of business as expressly permitted elsewhere in this Agreement and other than with respect to the WSFM Tower Lease) of Sea-Comm under the WSFM Ground Lease or included in the Sea-Comm Exchanged Assets (or any rights in any such assets), and Sea-Comm will not respond to inquiries or proposals, or enter into or pursue any discussions, or enter into any agreements (oral or written), with respect to the sale, lease, or other disposition of all or any portion of the Sea-Comm Exchanged Assets or the WSFM Ground Lease (other than with respect to the WSFM Tower Lease), and Sea-Comm shall provide prompt notice to Ocean of any such inquiries or proposals. The provisions of this Section 6.9(a) shall not be deemed to limit or negate any other obligations of Sea-Comm under this Agreement.

(b) Ocean agrees that from and after the date hereof and until the expiration or termination of this Agreement, Ocean will not sell, transfer, or otherwise dispose of any direct or indirect interest in any assets (except for dispositions of assets in the ordinary course of business as expressly permitted elsewhere in this Agreement) of Ocean included in the Ocean Exchanged Assets (or any rights in any such assets), and Ocean will not respond to inquiries or proposals, or enter into or pursue any discussions, or enter into any agreements (oral or written), with respect to the sale, lease, or other disposition of all or any portion of the Ocean Exchanged Assets, and Ocean shall provide prompt notice to Sea-Comm of any such inquiries or proposals. The provisions of this Section 6.9(b) shall not be deemed to limit or negate any other obligations of Ocean under this Agreement.

6.10 Satisfaction of Liens. (a) At the Closing, and subject to Section 4.7 hereof, Sea-Comm shall cause all Liens, other than Sea-Comm Permitted Liens, on or relating to any of the Sea-Comm Exchanged Assets, to be released, extinguished, and discharged in full, and shall deliver to Ocean instruments evidencing the release, extinguishment, and discharge of all such Liens, and all rights and claims of any holder(s)

of any of such Liens with respect to any of the Sea-Comm Exchanged Assets, all in such form and substance as Ocean shall reasonably require (collectively the "Sea-Comm Lien Release Instruments").

(b) At the Closing, and subject to Section 5.7 hereof, Ocean shall cause all Liens, other than Ocean Permitted Liens, on or relating to any of the Ocean Exchanged Assets, to be released, extinguished, and discharged in full, and shall deliver to Sea-Comm instruments evidencing the release, extinguishment, and discharge of all such Liens, and all rights and claims of any holder(s) of any of such Liens with respect to any of the Ocean Exchanged Assets, all in such form and substance as Sea-Comm shall reasonably require (collectively the "Ocean Lien Release Instruments").

6.11 Nonsolicitation. (a) For a period of one (1) year following the Closing Date, Sea-Comm and its affiliates shall not, and shall not permit any Person directly or indirectly (alone or together with others) controlled by any of them to, without the express prior written consent of Ocean, directly or indirectly employ or attempt to employ, or knowingly arrange or solicit to have any other Person employ, any employee of Ocean or any employee hired by Ocean pursuant to the terms and provisions of the Sea-Comm Stations LMA (other than any employees of the Ocean Station identified on Schedule 5.14 hereto, excepting therefrom, however, the two employees of the Ocean Station who shall remain employees of the Ocean Station during the term of the Ocean Station LMA as required by FCC regulation and policy).

(b) For a period of one (1) year following the Closing Date, Ocean and its affiliates shall not, and shall not permit any Person directly or indirectly (alone or together with others) controlled by any of them to, without the express prior written consent of Sea-Comm, directly or indirectly employ or attempt to employ, or knowingly arrange or solicit to have any other Person employ, any employee of Sea-Comm or any employee hired by Sea-Comm pursuant to the terms and provisions of the Ocean Station LMA (other than any employees of the Sea-Comm Stations identified on Schedule 4.14 hereto and any other employees of Sea-Comm hired by Ocean pursuant to the terms and provisions of the Sea-Comm Stations LMA, excepting therefrom, however, the two employees of the Sea-Comm Stations who shall remain employees of the Sea-Comm Stations during the term of the Sea-Comm Stations LMA as required by FCC regulation and policy).

6.12 Real Property. At the Closing, Sea-Comm shall deliver to Ocean a special warranty deed for the owned Sea-Comm Real Property, in form and substance reasonably satisfactory to each of Ocean and Sea-Comm, conveying good and marketable fee simple title, free and clear of all Liens, except for the Sea-Comm Permitted Liens and those Liens constituting minor irregularities in title that do not materially adversely affect the current use or materially adversely affect the value of the owned Sea-Comm Real Property, or that constitute standard exceptions to the insurability of title, and that are acceptable to Ocean in its sole but reasonable discretion (the "Warranty Deed").

6.13 Environmental Audits. Prior to Closing, Ocean may, at Ocean's expense, perform a Phase I environmental audit (the "**Sea-Comm Environmental Audit**") of each of the Sea-Comm Real Property sites. Sea-Comm agrees to cooperate with any reasonable request of Ocean with respect to the conduct of the Sea-Comm Environmental Audit, so long as such conduct does not unreasonably interfere with the conduct of Sea-Comm's business. If Ocean notifies Sea-Comm, in writing, by the later to occur of (a) fifteen (15) days after receipt of the Sea-Comm Environmental Audit or (b) forty-five (45) days after the date of this Agreement (the "**Ocean Notice**") that the Sea-Comm Environmental Audit discloses potential Environmental Liabilities in excess of Five Thousand United States Dollars (\$5,000.00), or the presence of Hazardous Substances at concentrations exceeding those allowed by Environmental Requirements or that adversely affect the use (for the purpose currently used) of the Sea-Comm Real Property, Sea-Comm shall promptly commence remedial action at its expense to cure the condition addressed in the Ocean Notice and shall attempt to cure such condition prior to the Closing; provided, however, that Sea-Comm shall not be obligated to spend (but may choose to spend) more than Two Hundred Fifty Thousand United States Dollars (\$250,000.00), in the aggregate, in its attempts to cure all such conditions specified in the Ocean Notice. Sea-Comm shall notify Ocean within ten (10) days after Sea-Comm's receipt of the Ocean Notice if Sea-Comm shall have determined that Sea-Comm shall be unable to cure the matters addressed in the Ocean Notice for Two Hundred Fifty Thousand United States Dollars (\$250,000.00), or less, and if, in that event, Sea-Comm shall choose not to attempt to cure such matters, in which case Ocean may elect (i) to terminate this Agreement, or (ii) to waive the matters specified in the Ocean Notice, in which event there shall be a Two Hundred Fifty Thousand United States Dollar (\$250,000.00) reduction in the Exchange Price. If this Agreement is terminated in accordance with the immediately-preceding sentence, no party shall have any liability to the other, other than with respect to any pre-termination breaches of, or defaults under, this Agreement.

6.14 Public Announcements. Neither party shall make a public announcement or issue a press release in connection with the transactions contemplated hereunder, without the express prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Each party shall consult with the other party regarding the form, content, and timing of any announcement or press release that such party wishes to issue in connection with the transactions contemplated hereunder.

6.15 Title Policy. Ocean shall use all reasonable efforts, and Sea-Comm shall reasonably cooperate with Ocean and with the Title Company (as hereinafter defined), to obtain the title insurance policy referred to in Section 7.1(g) hereof, and notwithstanding any other provision in this Agreement to the contrary, Ocean shall pay the premium and all costs in connection with obtaining such title insurance policy. At its sole expense, Ocean may obtain a lessee's title insurance policy on any Sea-Comm Real Property that is leased by Sea-Comm and that constitutes a part of the Sea-Comm Exchanged Assets, or that is the subject of the tower lease referred to in Section 6.16 hereof.

6.16 WSFM Tower Lease. At the Closing, Ocean and Sea-Comm shall enter into a tower sublease agreement for space on the tower for radio station WSFM substantially in the form of the tower lease agreement attached as Exhibit D hereto (the "**WSFM Tower Lease**"). Notwithstanding the fact that such sublease does not constitute an asset of Sea-Comm being transferred at Closing, the WSFM Tower Lease is called a "Sea-Comm Exchanged Asset" herein.

## **ARTICLE VII CLOSING CONDITIONS**

7.1 Conditions Precedent to the Obligations of Ocean. The obligations of Ocean under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction, at or prior to the Closing, of each of the following conditions, any of which may be waived, in whole or in part, by Ocean for purposes of consummating such transactions, but without prejudice to any other right or remedy which Ocean may have hereunder as a result of any misrepresentation by, or any breach of any covenant or warranty of, Sea-Comm contained herein or in any other certificate or instrument furnished by or on behalf of Sea-Comm hereunder (provided, however, that Ocean may not waive the requirement that the Closing cannot be held in the absence of an Ocean Initial Order and a Sea-Comm Initial Order):

(a) no action, suit, or proceeding shall have been instituted against Sea-Comm or against Ocean by, in, or before any court, tribunal, or governmental body or agency, and shall remain unresolved, and no order shall have been issued, whose purpose or effect is to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Sea-Comm contained in this Agreement shall be true and correct in all material respects (except those representations and warranties qualified by materiality, which shall be true and correct in all respects) when made and at the time of Closing with the same force and effect as though such representations and warranties were made at such time, unless such representations and warranties relate solely to a specific time prior to the Closing, in which case such representations and warranties shall have been true and correct in all material respects (except those representations and warranties qualified by materiality, which shall have been true and correct in all respects) when made;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to have been complied with and performed by Sea-Comm, at or prior to the Closing, shall have been duly and properly complied with and performed in all material respects, and Sea-Comm shall deliver to Ocean a certificate dated the Closing Date certifying to the fulfillment of this condition and the condition set forth in Section 7.1(b) above;

(d) the Sea-Comm Initial Order and the Ocean Initial Order shall both have been granted, each shall have become a Final Order, and neither the Sea-Comm

Initial Order nor the Ocean Initial Order, or, in either case, their respective Final Orders, shall include any condition adverse to Ocean, and Ocean shall be entitled to be the holder of the Sea-Comm Commission Authorizations, and the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law;

(e) all consents necessary to the assignment to Ocean of those Sea-Comm Assumed Contracts listed in Schedule 7.1(e) hereto shall have been obtained, and there shall have been delivered to Ocean evidence reasonably satisfactory in form and substance to Ocean of the granting of such consents (the "Sea-Comm Consents");

(f) since March 31, 2004, there shall have been no material adverse change in the Sea-Comm Exchanged Assets, or in the liabilities, business, financial condition, operations, results of operations, or prospects (provided, however, that solely for purposes of Sections 7.1(f) and 7.2(f) hereof, the term "prospects," as used herein and therein, shall mean only changes in the national or the regional economy, or in the financial markets generally, which result from an act of God, an act of war, an act of terrorism or insurrection, or other event beyond the control of Sea-Comm or of Ocean, as the case may be) of the Sea-Comm Stations, taken as a whole, other than any such changes attributable to the action, or the failure to act, on the part of Ocean, its employees, agents, or representatives during the term of the Sea-Comm Stations LMA (provided, however, that such action or failure to act on the part of Ocean, its employees, agents, or representatives during the term of the Sea-Comm Stations LMA shall have been in derogation of a specific duty on the part of Ocean, or such employees, agents, or representatives, as expressly set forth in the Sea-Comm Stations LMA, or shall have constituted negligence or willful misconduct on the part of Ocean or such employees, agents, or representatives);

(g) provided that Ocean shall have complied with the provisions of Section 6.15 hereof, Ocean shall have received a 1992 ALTA fee owner's title insurance policy, issued by Investors Title Insurance Company or another nationally-recognized title company reasonably acceptable to Ocean (the "Title Company"), covering the owned Sea-Comm Real Property, insuring good and marketable title, free and clear of all Liens (except for the Sea-Comm Permitted Liens and those Liens constituting minor irregularities in title that do not materially adversely affect the current use or materially adversely affect the value of the owned Sea-Comm Real Property, or that constitute standard exceptions to the insurability of title, and that are acceptable to Ocean in its sole but reasonable discretion), in the amount of One Million United States Dollars (U.S. \$1,000,000.00);

(h) Ocean shall have received from Sea-Comm, for each Sea-Comm Real Property Lease, an assignment of Sea-Comm's right, title, and interest under such Sea-Comm Real Property Lease, said assignment duly executed by Sea-Comm and in form reasonably acceptable to Ocean together with, if Ocean so elects and at Ocean's sole expense, a leasehold title insurance policy issued by the Title Company insuring



good and marketable leasehold title, free and clear of all Liens (except for the Title Company's standard printed exceptions and the Permitted Liens);

(i) In the event that Ocean shall have assigned and delegated to NextMedia Operating, Inc. and NM Licensing LLC (collectively, "NextMedia"), with Sea-Comm's consent, certain of Ocean's rights and obligations under this Agreement and under the Sea-Comm Stations LMA, and in the event that NextMedia shall have accepted such assignment and delegation and shall have agreed to assume and to perform such rights and obligations, Ocean and NextMedia shall, simultaneously with the Closing hereunder, have closed the acquisition by NextMedia from Ocean of substantially all of the assets of radio stations WMFD (AM) and WRQR (FM), licensed by the FCC to Wilmington, North Carolina, and WAZO (FM), licensed by the FCC to Oak Island, North Carolina.

7.2 Sea-Comm's Conditions Precedent. The obligations of Sea-Comm under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction, at or prior to the Closing, of each of the following conditions, any of which may be waived, in whole or in part, by Sea-Comm for purposes of consummating such transactions, but without prejudice to any other right or remedy which Sea-Comm may have hereunder as a result of any misrepresentation by, or any breach of any covenant or warranty of, Ocean contained herein or in any other certificate or instrument furnished by or on behalf of Ocean hereunder (provided, however, that Sea-Comm may not waive the requirement that the Closing cannot be held in the absence of a Sea-Comm Initial Order and an Ocean Initial Order):

(a) no action, suit, or proceeding shall have been instituted against Sea-Comm or against Ocean by, in, or before any court, tribunal, or governmental body or agency, and shall remain unresolved, and no order shall have been issued, whose purpose or effect is to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Ocean contained in this Agreement shall be true and correct in all material respects (except those representations and warranties qualified by materiality, which shall be true and correct in all respects) when made and at the time of Closing with the same force and effect as though such representations and warranties were made at such time, unless such representations and warranties relate solely to a specific time prior to the Closing, in which case such representations and warranties shall have been true and correct in all material respects (except those representations and warranties qualified by materiality, which shall have been true and correct in all respects) when made;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to have been complied with and performed by Ocean, at or prior to the Closing, shall have been duly and properly complied with and performed in all material respects, and Ocean shall deliver to Sea-Comm a certificate dated the Closing Date

certifying to the fulfillment of this condition and the condition set forth in Section 7.2(b) above;

(d) the Sea-Comm Initial Order and the Ocean Initial Order shall both have been granted, each shall have become a Final Order, and neither the Sea-Comm Initial Order nor the Ocean Initial Order, or, in either case, their respective Final Orders, shall include any condition adverse to Sea-Comm, and Sea-Comm shall be entitled to be the holder of the Ocean Commission Authorizations, and the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law;

(e) all consents necessary to the assignment to Sea-Comm of those Ocean Assumed Contracts listed in Schedule 7.2(e) hereto shall have been obtained, and there shall have been delivered to Sea-Comm evidence reasonably satisfactory in form and substance to Sea-Comm of the granting of such consents (the "Ocean Consents");

(f) there shall have been no material adverse change in the Ocean Exchanged Assets, or in the business, financial condition, operations, results of operations, or prospects of the Ocean Station, taken as a whole, other than any such changes attributable to the action, or the failure to act, on the part of Sea-Comm, its employees, agents, or representatives during the term of the Ocean Station LMA (provided, however, that such action or failure to act on the part of Sea-Comm, its employees, agents, or representatives during the term of the Ocean Station LMA shall have been in derogation of a specific duty on the part of Sea-Comm, or such employees, agents, or representatives, as expressly set forth in the Ocean Station LMA, or shall have constituted negligence or willful misconduct on the part of Sea-Comm or such employees, agents, or representatives); and

(g) Sea-Comm shall have received from Ocean, for each Ocean Real Property Lease, an assignment of Ocean's right, title, and interest under such Ocean Real Property Lease, said assignment duly executed by Ocean and in form reasonably acceptable to Sea-Comm.

## ARTICLE VIII CLOSING; DELIVERIES

### 8.1 Closing.

(a) The closing under this agreement (the "Closing") shall take place at the offices of Sea-Comm's counsel, at 10:00 a.m., local time, on a date that is mutually acceptable to Ocean and Sea-Comm and that is not later than ten (10) business days after the later of (i) the Sea-Comm Initial Order becoming a Final Order, and (ii) the Ocean Initial Order becoming a Final Order, provided, however, that with the agreement of both Ocean and Sea-Comm, the Closing shall be the fifth (5th) business day after the later to occur of the Sea-Comm Initial Order and the Ocean Initial Order, provided that all other conditions to Closing shall have been met, or on such other date, or at such other place or

time, as the parties hereto shall mutually agree upon. The Closing shall be effective as of 12:00 a.m. Eastern Standard Time on the Closing Date.

(b) All proceedings to be taken, and all documents to be executed and delivered by the parties at the Closing, shall be deemed to have been taken, executed, and delivered simultaneously, and no proceedings shall be deemed to have been taken, nor shall any documents be deemed to have been executed or delivered, until all such proceedings and documents shall have been taken, executed, and delivered, as the case may be.

8.2 Sea-Comm's Deliveries. At the Closing, Sea-Comm shall deliver, or shall cause to be delivered, to Ocean:

(a) a bill of sale, in form and substance reasonably satisfactory to each of Ocean and Sea-Comm, duly executed by Sea-Comm, conveying to Ocean all of Sea-Comm's right, title, and interest in and to the Sea-Comm Tangible Personal Property, the Sea-Comm Programs, and the Sea-Comm Documentation (the "Sea-Comm Bill of Sale");

(b) written instructions to the Escrow Agent instructing the Escrow Agent to return the Letter of Credit to Ocean;

(c) the Sea-Comm Assignment and Assumption Agreement and the Ocean Assignment and Assumption Agreement, each duly executed by Sea-Comm;

(d) instruments of assignment and transfer of all of the Sea-Comm Commission Authorizations, the Sea-Comm Other Authorizations, and the Sea-Comm Intangibles, executed by Sea-Comm, in form reasonably satisfactory to Ocean and Sea-Comm;

(e) all Sea-Comm Assumed Contracts and Sea-Comm FCC Logs;

(f) copies of any requisite board of directors' and shareholder's resolutions of Sea-Comm, authorizing Sea-Comm's execution and delivery of this Agreement and each exhibit hereto, and the consummation of the transactions contemplated hereby and thereby, certified by the Secretary of Sea-Comm;

(g) a certificate of good standing with respect to Sea-Comm, issued as of a recent date by the Secretary of State of the State of North Carolina;

(h) all Sea-Comm Lien Release Instruments;

(i) such other good and sufficient instruments of conveyance, assignment, and transfer as Ocean shall reasonably require, each in form and substance reasonably required by Ocean, as shall be effective to vest in Ocean title to the Sea-Comm Exchanged Assets as contemplated by this Agreement;

(j) such opinions of counsel for Sea-Comm as Ocean may reasonably request;

(k) a Warranty Deed with respect to the owned Sea-Comm Real Property, duly executed by Sea-Comm;

(l) all required real estate transfer declaration or exemption certificates, and any other documents as may be otherwise necessary or appropriate to transfer title to the owned Sea-Comm Real Property to Ocean;

(m) an affidavit executed by an officer of Sea-Comm, stating, under penalty of perjury, Sea-Comm's United States taxpayer identification number, and that Sea-Comm is not a foreign person, in the form required by Section 1445(b)(2) of the Code and the Treasury Regulations thereunder;

(n) the Sea-Comm Consents; and

(o) all other documents required by the terms of this Agreement to be executed and delivered by Sea-Comm to Ocean at the Closing.

8.3 Ocean's Deliveries. At the Closing, Ocean shall deliver, or shall cause to be delivered, to Sea-Comm:

(a) a bill of sale, in form and substance reasonably satisfactory to each of Ocean and Sea-Comm, duly executed by Ocean, conveying to Sea-Comm all of Ocean's right, title, and interest in and to the Ocean Tangible Personal Property, the Ocean Programs, and the Ocean Documentation (the "Ocean Bill of Sale");

(b) the Exchange Price;

(c) written instructions to the Escrow Agent instructing the Escrow Agreement to return the Letter of Credit to Ocean;

(d) the Ocean Assignment and Assumption Agreement and the Sea-Comm Assignment and Assumption Agreement, each duly executed by Ocean;

(e) instruments of assignment and transfer of all of the Ocean Commission Authorizations, the Ocean Other Authorizations, and the Ocean Intangibles, executed by Ocean, in form reasonably satisfactory to Ocean and Sea-Comm;

(f) all Ocean Assumed Contracts and Ocean FCC Logs;

(g) copies of any requisite limited liability company resolutions and members' resolutions of Ocean, authorizing Ocean's execution and delivery of this Agreement and each exhibit hereto, and the consummation of the transactions contemplated hereby and thereby, certified by an executive officer of Ocean;

(h) a certificate of good standing with respect to Ocean, issued as of a recent date by the Secretary of State of the State of North Carolina;

(i) all Ocean Lien Release Instruments;

(j) such other good and sufficient instruments of conveyance, assignment, and transfer, as Sea-Comm shall reasonably require, each in form and substance reasonably required by Sea-Comm, as shall be effective to vest in Sea-Comm title to the Ocean Exchanged Assets as contemplated by this Agreement;

(k) such opinions of counsel for Ocean as Sea-Comm may reasonably request;

(l) the Ocean Consents; and

(m) all other documents required by the terms of this Agreement to be executed and delivered by Ocean to Sea-Comm at the Closing.

8.4 Further Assurances. (a) At any time and from time to time after the Closing, at Ocean's request, and without further consideration, Sea-Comm will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other actions, as Ocean may reasonably deem necessary in order to transfer, convey, and assign to Ocean all of the Sea-Comm Exchanged Assets and to put Ocean in actual possession and operating control thereof.

(b) At any time and from time to time after the Closing, at Sea-Comm's request, and without further consideration, Ocean will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other actions, as Sea-Comm may reasonably deem necessary in order to transfer, convey, and assign to Sea-Comm all of the Ocean Exchanged Assets and to put Sea-Comm in actual possession and operating control thereof.

## **ARTICLE IX SPECIFIC PERFORMANCE**

9.1 Sea-Comm agrees that the Sea-Comm Exchanged Assets include unique property that cannot readily be obtained on the open market, and that Ocean will be irreparably injured if the Closing under this Agreement does not occur as provided herein. Therefore, Ocean shall have the right to enforce specifically the performance of Sea-Comm's obligations under this Agreement to effectuate the Closing, without the necessity of posting any bond or other security, and Sea-Comm hereby waives the defense in any suit or action brought by Ocean seeking such equitable relief that Ocean has an adequate remedy at law, and Sea-Comm agrees not to interpose any opposition, legal or otherwise, to the propriety of specific performance as a remedy. The remedy of specific enforcement in accordance with this Article IX shall not be exclusive of any other rights and remedies which Ocean may otherwise have under this Agreement or

otherwise (which rights and remedies shall include the right to recover any damages suffered by Ocean as a consequence of any breach by Sea-Comm of its obligations under this Agreement, and reasonable attorney's fees and court costs incurred by Ocean in vindicating its rights and remedies hereunder), all of which rights and remedies shall be cumulative.

9.2 Ocean agrees that the Ocean Exchanged Assets include unique property that cannot readily be obtained on the open market, and that Sea-Comm will be irreparably injured if the Closing under this Agreement does not occur as provided herein. Therefore, Sea-Comm shall have the right to enforce specifically the performance of Ocean's obligations under this Agreement to effectuate the Closing, without the necessity of posting any bond or other security, and Ocean hereby waives the defense in any suit or action brought by Sea-Comm seeking such equitable relief that Sea-Comm has an adequate remedy at law, and Ocean agrees not to interpose any opposition, legal or otherwise, to the propriety of specific performance as a remedy. The remedy of specific enforcement in accordance with this Article IX shall not be exclusive of any other rights and remedies which Sea-Comm may otherwise have under this Agreement or otherwise (which rights and remedies shall include the right to recover any damages suffered by Sea-Comm as a consequence of any breach by Ocean of its obligations under this Agreement, and reasonable attorney's fees and court costs incurred by Sea-Comm in vindicating its rights and remedies hereunder), all of which rights and remedies shall be cumulative.

## ARTICLE X TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Ocean and Sea-Comm;
- (b) by written notice from a party that is not then in material breach of this Agreement, if the other party has continued in material breach of this Agreement for thirty (30) days after written notice of such breach from the terminating party shall have been received by the other party, and such breach shall not have been cured by the last day of such thirty (30) day period;
- (c) as provided in Section 3.4 hereof;
- (d) as provided in Section 6.5 hereof;
- (e) by written notice from either party to the other party, if the Closing shall not have been consummated on or before the day that is twenty-seven (27) months from and after the date hereof, provided that such notifying party shall not then be in material breach or default of its obligations under this Agreement;

- (f) as provided in Section 6.13 hereof;
- (g) as provided in Article XII hereof;
- (h) by Ocean, if the Sea-Comm Stations LMA or the Ocean Station LMA shall be terminated by Ocean by reason of Sea-Comm's breach of, or default under, the Sea-Comm Stations LMA or the Ocean Station LMA; or
- (i) by Sea-Comm, if the Ocean Station LMA or the Sea-Comm Stations LMA shall be terminated by Sea-Comm by reason of Ocean's breach of, or default under, the Ocean Station LMA or the Sea-Comm Stations LMA.

10.2 Effect of Termination. (a) If this Agreement shall expire or if this Agreement shall be terminated prior to Closing by either Sea-Comm or Ocean for any reason other than pursuant to Sections 10.1(b), 10.1(h) or 10.1(i) hereof, the Letter of Credit shall be returned to Ocean, and no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement shall be deemed null and void and of no further force and effect (except for the provisions of Sections 6.14, 13.4, 13.5 and 13.15, which shall survive expiration or termination).

(b) If this Agreement shall be terminated prior to Closing by Ocean pursuant to Section 10.1(b) hereof, Ocean shall, in addition to the rights set forth in Section 9.1 hereof, have the right to seek the actual damages that Ocean shall have suffered by reason of Sea-Comm's breach of this Agreement, provided, however, that (and Ocean hereby acknowledges and agrees that) the maximum aggregate liability of Sea-Comm resulting from the failure of Sea-Comm to comply with any or all of the provisions of, or otherwise arising out of, this Agreement shall not exceed Five Hundred Sixty-Two Thousand Five Hundred United States Dollars (U.S. \$562,500.00), in the aggregate, plus an amount equal to the reasonable attorney's fees actually incurred by Ocean in enforcing its rights under this Section 10.2(b).

10.3 Liquidated Damages. If this Agreement shall be terminated prior to Closing by Sea-Comm pursuant to Section 10.1(b) hereof, then Ocean and Sea-Comm shall jointly instruct the Escrow Agent to draw on the Letter of Credit and remit to Sea-Comm the entire proceeds of such draw. Ocean shall, in addition, promptly pay to Sea-Comm the reasonable attorney's fees actually incurred by Sea-Comm in enforcing its right under this Agreement as set forth in the immediately-preceding sentence. It is understood and agreed that such liquidated-damages amounts represent Ocean's and Sea-Comm's reasonable estimate of the actual damages to Sea-Comm resulting from a termination of this Agreement by Sea-Comm pursuant to Section 10.1(b) hereof, and do not constitute a penalty. Ocean agrees promptly to provide the Escrow Agent written notice directing it to draw on the Letter of Credit and deliver the proceeds thereof to Sea-Comm as provided in this Section 10.3.

## ARTICLE XI INDEMNIFICATION

### 11.1 Obligation to Indemnify.

(a) Following the Closing, and subject to the limitations set forth in this Article XI, Ocean hereby agrees to save, indemnify, and hold harmless Sea-Comm from and against, and shall on demand reimburse Sea-Comm for, all loss, liability, claims, damage, deficiency, and injury, and all costs and expenses (including all attorney's fees and other defense costs) (collectively "**Losses**") suffered or incurred by Sea-Comm in respect of any failure by Ocean to comply with the Sea-Comm Assignment and Assumption Agreement; or any misrepresentation or breach of warranty by Ocean, or any non-fulfillment of any covenant or agreement to be performed or complied with by Ocean under this Agreement or under any of the Ocean Documents, or in connection with the Ocean Excluded Liabilities.

(b) Following the Closing, and subject to the limitations set forth in this Article XI, Sea-Comm hereby agrees to save, indemnify, and hold harmless Ocean from and against, and shall on demand reimburse Ocean for, all Losses suffered or incurred by Ocean in respect of any failure by Sea-Comm to comply with the Ocean Assignment and Assumption Agreement; or any misrepresentation or breach of warranty by Sea-Comm, or any non-fulfillment of any covenant or agreement to be performed or complied with by Sea-Comm under this Agreement or under any of the Sea-Comm Documents, or in connection with the Sea-Comm Excluded Liabilities.

### 11.2 Survival and Other Matters.

(a) The representations, warranties, indemnities, covenants, and agreements of each of the parties hereto shall survive the Closing for one (1) year thereafter (other the representations and warranties, and the indemnification obligations arising under Section 11.1 hereof with respect to any breaches of the representations and warranties, in Sections 4.2, 4.7, 4.13, 4.15, 4.17, 5.2, 5.7, 5.13, 5.15, and 5.17, which shall survive the Closing for three (3) years thereafter), and any claim for indemnification must be made in writing and received by the Indemnifying Party (as defined below) prior to such time; provided, however, that if such claim shall have been given prior to the expiration of the applicable survival period set forth in this Section 11.2(a), the indemnification obligations with respect to such claim under Section 11.1 shall remain in effect until such claim shall have been resolved.

(b) [Reserved.]

(c) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Sea-Comm or Ocean have any liabilities under, pursuant to, or in respect of, this Agreement, any of the Sea-Comm Documents or any of the Ocean Documents, respectively, or any of the transactions contemplated hereby and thereby, for any misrepresentation or any breach of any representation or warranty, in excess of the Sea-Comm Indemnification Cap or the Ocean Indemnification Cap, respectively, except in respect of the representations and warranties made in Sections 4.7 (the first two sentences only), 5.7 (the first two sentences only), and 6.7, any breach of which shall not



be subject to the Sea-Comm Indemnification Cap or the Ocean Indemnification Cap, as the case may be. Notwithstanding anything herein to the contrary, in no event shall Ocean, on the one hand, or Sea-Comm, on the other hand, be entitled to indemnification pursuant to Section 11.1 hereof for any misrepresentation or for any breach of any representation or warranty, unless (and then only to the extent that) the aggregate of all Losses for which indemnification is required pursuant to Section 11.1 shall exceed the Sea-Comm Indemnification Threshold or the Ocean Indemnification Threshold, respectively, except with respect to the representations and warranties made in Sections 4.7 (the first two sentences only), 5.7 (the first two sentences only), and 6.7, the breach of any of which shall not be subject to the Sea-Comm Indemnification Threshold or the Ocean Indemnification Threshold, as the case may be. Notwithstanding the foregoing, in no event shall there be a limitation on, nor shall either the Sea-Comm Indemnification Threshold or the Ocean Indemnification Threshold, nor the Sea-Comm Indemnification Cap or the Ocean Indemnification Cap, as the case may be, apply to claims based upon or arising out of fraud.

(d) In the event that the Closing shall occur, the sole and exclusive rights and remedies of Ocean under or arising out of this Agreement, any of the Sea-Comm Documents and/or any of the transactions contemplated hereby or thereby (including, without limitation, with respect to Sea-Comm Environmental Liabilities, but excluding claims based upon or arising out of fraud), shall be as set forth in, and only to the extent expressly provided for in, this Article XI.

(e) In the event that the Closing shall occur, the sole and exclusive rights and remedies of Sea-Comm under or arising out of this Agreement, any of the Ocean Documents, and/or any of the transactions contemplated hereby or thereby (including, without limitation, with respect to Ocean Environmental Liabilities, but excluding claims based upon or arising out of fraud), shall be as set forth in, and only to the extent expressly provided for in, this Article XI.

**11.3 Provisions Regarding Indemnification.** If, within the respective periods specified in Section 11.2(a) hereof, any third party shall notify either party hereto (the "**Indemnified Party**") with respect to any third-party claim which may give rise to a claim for indemnification against the other party hereto (the "**Indemnifying Party**") under this Article XI, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party of any liability or obligation hereunder, unless (and then solely to the extent that) the Indemnifying Party thereby shall have been prejudiced. In the event that the Indemnifying Party shall notify the Indemnified Party, within twenty (20) days after the Indemnified Party shall have given notice to the Indemnifying Party of the third-party claim, that the Indemnifying Party shall assume the defense thereof, (i) the Indemnifying Party will defend the Indemnified Party against the third-party claim, with counsel of the Indemnifying Party's choice reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may retain separate counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate counsel for the Indemnified

Party, to the extent that the Indemnified Party concludes reasonably that the counsel that the Indemnifying Party shall have selected may have a conflict of interest), (iii) the Indemnified Party will not consent to any settlement with respect to the third-party claim without the written consent of the Indemnifying Party (such consent not to be withheld, delayed, or conditioned unreasonably), and (iv) without the written consent of the Indemnified Party (such consent not to be withheld, delayed, or conditioned unreasonably), the Indemnifying Party will not consent to the entry of any judgment with respect to the third-party claim, nor enter into any settlement with respect to the third-party claim, unless the Indemnifying Party shall pay all amounts in full and such judgment or settlement shall include a provision whereby the third-party claimant in the matter shall have released the Indemnified Party from all liability with respect thereto.

**11.4 Maintenance of Net Worth.** In the event that, subsequent to the Closing Date, Sea-Comm shall sell all or substantially all of its assets and properties prior to the expiration of the representations, warranties, and indemnification obligations as provided in Section 11.2(a) hereof, Sea-Comm shall, following such sale, retain unencumbered liquid assets (net of all liabilities of Sea-Comm) in the amounts set forth below, until the expiration of all such representations, warranties, and indemnification obligations as provided in Section 11.2(a) hereof:

- (a) From the Closing Date to the first anniversary of the Closing Date: the amount of the Sea-Comm Indemnification Cap;
- (b) From the first anniversary of the Closing Date to the second anniversary of the Closing Date: two-thirds of the amount of the Sea-Comm Indemnification Cap; and
- (c) From the second anniversary of the Closing Date to the third anniversary of the Closing Date: one-third of the amount of the Sea-Comm Indemnification Cap.

## **ARTICLE XII RISK OF LOSS**

**12.1** The risk of loss, damage, or destruction to the Sea-Comm Exchanged Assets from fire or other casualty or cause shall be borne by Sea-Comm at all times up to the Closing. It shall be the responsibility of Sea-Comm prior to the Closing to use commercially-reasonable efforts to repair or cause to be repaired and to restore the affected property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace, or restore any such property to its former condition, subject to the provisions set forth in this Section 12.1. In the event that property reasonably required for the normal operation of any of the Sea-Comm Stations is not repaired, replaced, or restored prior to the Closing, Ocean, at its sole option, and as Ocean's sole remedy with respect to any of the foregoing, upon written notice to Sea-Comm: (a) may elect to postpone the Closing until

such time as the property shall have been repaired, replaced, or restored, or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Sea-Comm shall assign to Ocean all proceeds of insurance theretofore, or to be, received, covering the property involved; and if Ocean shall extend the time for Closing pursuant to clause (a) above, and if the repairs, replacements, or restorations are not completed within sixty (60) days after the date on which the Sea-Comm Initial Order shall have been issued, Ocean may, as its sole right and remedy, terminate this Agreement by giving written notice thereof to Sea-Comm, without any party having any liability or obligation to the other party under or in respect of this Agreement.

12.2 The risk of loss, damage, or destruction to the Ocean Exchanged Assets from fire or other casualty or cause shall be borne by Ocean at all times up to the Closing. It shall be the responsibility of Ocean prior to the Closing to use commercially-reasonable efforts to repair or cause to be repaired and to restore the affected property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace, or restore any such property to its former condition, subject to the provisions set forth in this Section 12.2. In the event that property reasonably required for the normal operation of the Ocean Station is not repaired, replaced, or restored prior to the Closing, Sea-Comm, at its sole option, and as Sea-Comm's sole remedy with respect to any of the foregoing, upon written notice to Ocean: (a) may elect to postpone the Closing until such time as the property shall have been repaired, replaced, or restored, or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Ocean shall assign to Sea-Comm all proceeds of insurance theretofore, or to be, received, covering the property involved; and if Sea-Comm shall extend the time for Closing pursuant to clause (a) above, and if the repairs, replacements, or restorations are not completed within sixty (60) days after the date on which the Ocean Initial Order shall have been issued, Sea-Comm may, as its sole right and remedy, terminate this Agreement by giving written notice thereof to Ocean, without any party having any liability or obligation to the other party under or in respect of this Agreement.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Binding Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that nothing in this Section 13.1 shall be interpreted to alter the rights and obligations of the parties hereto pursuant to Section 13.2 hereof.

13.2 Assignment. This Agreement shall not be assignable by either party, except as provided in the NextMedia Assignment and Assumption Agreement and except as collateral to Ocean's lenders, (or NextMedia's, as the case may be) without the prior written consent of the other party, including under the circumstances contemplated in

Section 7.1(i) hereof. No assignment shall relieve the assigning party of its obligations hereunder.

13.3 Law To Govern. This Agreement shall be construed and enforced in accordance with the internal laws of the State of North Carolina applicable to contracts made and to be wholly performed within such State, without regard to the principles of choice of laws of such State.

13.4 Notices. All notices shall be in writing (including facsimile transmission), and shall be deemed to have been duly given if delivered personally, or when received by facsimile communications equipment, or three (3) business days after having been deposited in the mail, if mailed via registered or certified United States mail, return receipt requested, postage prepaid, to the parties hereto at the following addresses:

if to Sea-Comm, to:

Sea-Comm, Inc.  
45 Pecan Acres  
Hattiesburg, Mississippi 39402  
Attn: N. Eric Jorgensen  
Fax: (601) 450-8586

with a copy to (which shall not, by itself, constitute notice to Sea-Comm):

Paul, Hastings, Janofsky & Walker, LLP  
1299 Pennsylvania Avenue, N.W., Tenth Floor  
Washington, D.C. 20004-2400  
Attn: John Griffith Johnson, Jr.  
Fax: (202) 508-8578

if to Ocean, to:

Ocean Broadcasting II, LLC  
6100 Fairview Road, Suite 650  
Charlotte, North Carolina 28210  
Attn: Macon B. Moye  
Fax: (704) 643-4482

with a copy to (which shall not, by itself, constitute notice to Ocean):

Thomas B. Henson, Esquire  
6100 Fairview Road, Suite 650  
Charlotte, North Carolina 28210  
Fax: (704) 643-4482

or to such other addresses as either party hereto may designate in writing in accordance with the provisions of this Section 13.4.

13.5 Fees and Expenses. Except as expressly set forth in this Agreement, each of the parties hereto shall pay its own fees and expenses with respect to the transactions contemplated hereby.

13.6 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto in respect of the subject matter hereof, and may not be modified or amended, except by a written instrument specifically referring to this Agreement and signed by both of the parties hereto. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

13.7 Waivers. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived by Sea-Comm in the case of a default by Ocean, and by Ocean in case of a default by Sea-Comm. No waiver shall be effective, however, unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

13.8 Severability. Any provision of this Agreement which is declared to be unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such unenforceability, and only within the jurisdiction of such court, and such declaration shall not invalidate or otherwise render ineffective any of the remaining provisions of this Agreement in the jurisdiction of such court or elsewhere, nor shall such declaration invalidate or otherwise render ineffective in any other jurisdiction the provision so declared unenforceable by such court.

13.9 No Third-Party Beneficiaries. Nothing herein, express or implied, is intended, or shall be construed, to confer upon, or to give to, any Person, other than the parties hereto, any rights, remedies, or other benefits under, or by reason of, this Agreement or any documents executed in connection with this Agreement.

13.10 Affiliate. For purposes of this Agreement, the term "affiliate," when used with respect to any Person, shall mean any Person which directly or indirectly, alone or together with others, controls, is controlled by, or is under common control with, such Person.

13.11 Drafting. Neither party shall be deemed to have drafted this Agreement, but rather this Agreement is a collaborative effort of the undersigned parties and their respective attorneys. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation shall arise, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one (1) and the same agreement.

13.13 Headings. The article, section, and paragraph headings contained herein are for the purposes of convenience only, and are not intended to define or limit the contents of said articles, sections, and paragraphs.

13.14 Use of Terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural, and vice versa. The use of the words "include" or "including" in this Agreement shall be by way of example, rather than by way of limitation. References herein to any agreement, document, or instrument means such agreement, document, or instrument as such may be amended or otherwise modified from time to time in accordance with the terms thereof. Unless otherwise indicated, references in this Agreement to a "Section" or an "Article" means a Section or an Article, as applicable, of this Agreement. When used in this Agreement, words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" shall refer to this Agreement as a whole, unless the context clearly requires otherwise. The use of the words "or," "either," and "any" shall not be exclusive.

13.15 Confidentiality. Any and all information, disclosures, knowledge, or facts regarding Ocean or Sea-Comm or their respective businesses or properties to which the other party is exposed as a result of the negotiation, preparation, or performance of this Agreement shall be confidential, and shall not be divulged, disclosed, or communicated to any other Person, except for such other party's employees, attorneys, accountants, investment bankers, investors, and lenders, and their respective attorneys, on a "need-to-know" basis, for the purpose of consummating the transactions contemplated by this Agreement. Notwithstanding the foregoing, no party shall be required to keep confidential information that (a) is in the public domain, (b) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided, however, that the non-disclosing party shall be given reasonable prior notice, such that the non-disclosing party may seek, at its expense, confidential treatment of the information to be disclosed), or (c) is required to be disclosed under applicable law or rule, as reasonably determined by counsel for the disclosing party. Notwithstanding anything to the contrary set forth herein, or in any other agreement to which the parties hereto are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transactions contemplated in this Agreement, shall

not apply to the tax structure or tax treatment of such transactions, and each party hereto (and any employee, representative, or agent of either party hereto) may disclose to any and all Persons, without limitation of any kind, the tax structure and tax treatment of such transactions. The preceding sentence is intended to cause such transactions not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code, and shall be construed in a manner consistent with such purpose. In addition, each party hereto acknowledges that it has no proprietary or exclusive rights to the tax structure of such transactions or any tax matter or tax idea related to such transactions.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

OCEAN BROADCASTING II, LLC

By: Macon B. Moye  
Macon B. Moye  
Manager

SEA-COMM, INC.

By: \_\_\_\_\_  
M.E. Knight  
Vice President

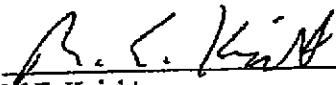


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**OCEAN BROADCASTING II, LLC**

By: \_\_\_\_\_  
Macon B. Moye  
Manager

**SEA-COMM, INC.**

By:   
M.E. Knight  
Vice President