

SALES AND MARKETING AGREEMENT

This SALES AND MARKETING AGREEMENT ("Agreement") is entered into as of the 1 day of June, 2002, by and between Adventure Communications, LLC ("Adventure") and Zip Communications, Inc. ("Zip").

WHEREAS, Zip is the licensee of Station WGZO(FM), Parris Island, South Carolina (the "Station"); and

WHEREAS, Zip desires to retain Adventure to sell time on the Station and provide marketing services for the Station, subject to the terms and conditions of this Agreement and subject to the rules and regulations of the Federal Communications Commission ("FCC").

THEREFORE, Adventure and Zip, intending to be bound legally, and in consideration of the above premises and the promises and covenants set forth in this Agreement, agree as follows;

1. **Sales and Marketing Services.** Zip retains Adventure to sell advertising time on the Station and to promote and market the Station. Adventure shall be solely responsible for all costs associated with providing such sales and marketing services, including but not limited to sales' commissions and salaries and promotional and marketing expenses directly associated with the sale of advertising time on the Station. Subject to the provisions of paragraph 3 below, Adventure may sell time on the Station individually or in combination with other radio stations that are licensed to Adventure or any commonly-owned company (collectively, the "Adventure Stations"), provided that under no circumstances will advertisers be required to purchase time on the Station in combination with any other media in violation of federal or state antitrust laws. Subject to Zip's responsibility as licensee of the Station, Adventure shall be responsible to establish the rates and terms and conditions for the sale of

advertising time on the Station. During the term of this Agreement, Zip shall not enter into any agreement with any other party for the provision of services similar to those provided by Adventure.

2.1 **Term.** This Agreement shall be effective as of June 1, 2002, and shall remain in effect for a term of five (5) years (the "Initial Term"). The term shall be automatically renewed for one (1) additional five (5) year term beginning at the end of the Initial Term (the "Renewal Term"), unless this Agreement is terminated pursuant to the provisions of Section 2.2 below.

2.2 **Termination.** This Agreement shall terminate upon the occurrence of any of the following;

- a. automatically as of the effective date of any order from the FCC or any other administrative or judicial entity declaring this Agreement to be contrary to, invalid under, or inconsistent with the rules and regulations of the FCC or otherwise contrary to law;
- b. upon thirty (30) days written notice by either party in the event of a material breach or default by the other party of the terms, conditions and covenants of this Agreement that remains uncured for a period of thirty (30) days following receipt by the defaulting party of written notice as to the existence and details of such material default or breach of this Agreement; or
- c. at the end of the Initial Term, if Adventure gives notice to Zip at least ninety (90) days prior to the end of the Initial Term.

3. **Control by Zip.**

3.1 **General.** All sales of advertising time on the Station and all promotional and marketing efforts provided by Adventure shall be subject to the control of Zip as the licensee of the Station. Without limiting the foregoing, Zip shall (i) have the right to reject any advertising copy or advertiser which, in Zip's reasonable judgment, is inappropriate or inconsistent with its policies and programming on the Station; (ii) review and approve in advance all major promotional and marketing plans developed by Adventure for the sale of advertising time on the Station; (iii) approve the marketing and sale of all advertising time on the Station to legally qualified political candidates; and (iv) approve the sale of all advertising time on the Station dealing with ballot issues and issues of a controversial nature. All programming on the Station shall be determined exclusively by Zip, provided that Zip shall cooperate and coordinate such programming with Adventure to the extent appropriate for Adventure to carry out its obligations under this Agreement in an efficient and effective manner.

3.2 **Political Advertising.** Notwithstanding any other provision of this Agreement, Zip shall have the right to sell advertising time or require Adventure to sell advertising time on the Station to legally qualified candidates, as that term is defined by the FCC, on the Station in order to comply with the rules and regulations of the FCC applicable to such activity. Adventure agrees that it shall release time on the Station to Zip in order to comply with this Section 3.2; provided, however, that any revenue generated by the sale of such advertising time shall accrue to the benefit of Adventure.

4. **Consideration.** As consideration for the right to sell time on the Station and the receipt of all such Station revenues generated thereby, Adventure shall provide compensation to Zip in accordance with Schedule 4 hereto.

5.1 **Notices.** Any notice required under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery, or on the date of receipt of delivery by facsimile, or on the date of receipt if sent by established overnight courier service, to the following addresses or facsimile numbers;

To Adventure: David Benjamin
Adventure Communications, LLC
2511 Garden Road
Building A, Suite 104
Monterey, CA 93940
Fax:

with a copy to: David D. Oxenford, Esq.
Shaw Pittman, LLP
2300 N Street, NW
Washington, D.C. 20037
Fax: (202) 663-8007

To Zip: Mr. Michael R. Shott, President
Zip Communications, Inc.
P.O. Box 939
Cornelius, NC 28031
Fax:

with a copy to: Alan Campbell, Esq.
Irwin, Campbell & Tannenwald, PC
1730 Rhode Island Avenue, NW
Suite 200
Washington, D.C. 20036
Fax: (202) 728-0354

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 5.1.

5.2 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of, and the forum for the judicial resolution of any dispute arising under this Agreement shall be the State of South Carolina.

5.3 **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

5.4 **Entire Agreement.** This Agreement, all Schedules and Exhibits hereto, and all documents and certificates to be delivered by the parties pursuant hereto collectively represent the entire understanding and agreement of the parties with respect to the subject matter hereof. All Schedules attached to this Agreement and all documents referenced in the Agreement as previously delivered to either party shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

5.5 **Assignment.** This Agreement may be assigned by either Adventure or Zip upon prior written notice to the other party.

5.6 **Merger, Sale of Assets, Etc.** Zip shall not merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets to, any person or entity, or permit any entity to merge with or into Zip where Zip is not the surviving entity, unless such person or entity assumes all of the rights and obligations of Zip pursuant to this Agreement, and such person or entity shall succeed to, and be substituted for, and may exercise every right and power of Zip under this Agreement.

5.7 **Severability.** If any provision of this Agreement is declared unlawful by any competent governmental authority, the remainder of this Agreement shall remain in effect with the offending provision(s) deleted; provided, however, that this Agreement shall terminate if deletion of this unlawful provision would preclude fulfillment of the basic intent of the parties,

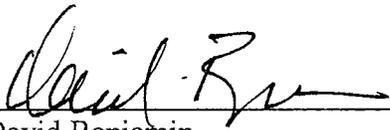
including Adventure's ability to sell time on the Station and the calculation and disposition of operating expenses and profits of the Station.

5.8 **Indemnification.** Adventure shall indemnify and hold harmless Zip and its officers, directors and shareholders from all claims, losses, damages and liability of any nature whatsoever arising from or related to the services provided by Adventure under this Agreement, including but not limited to all advertising broadcast on the Station pursuant to this Agreement.

5.9 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Adventure and Zip by their duly authorized representatives as of the date first above written.

ADVENTURE COMMUNICATIONS, LLC

By: 
David Benjamin

ZIP COMMUNICATIONS, INC.

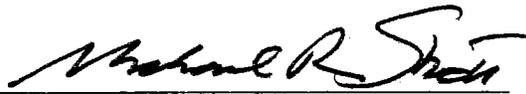
By: _____
Michael R. Shott, President

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ADVENTURE COMMUNICATIONS, LLC

By: _____
David Benjamin

ZIP COMMUNICATIONS, INC.

By: 
Michael R. Shott, President