

## **ENGAGEMENT AND ASSIGNMENT AGREEMENT**

This ENGAGEMENT AND ASSIGNMENT AGREEMENT (the "Engagement Agreement") is entered into as of February 5, 2005 by and between Quantum Communications Corporation ("Quantum") and Mark O. Hubbard (the "Designated Trustee").

### **RECITALS**

Quantum of Cape Cod License Company, LLC (the "Quantum Licensee"), which is an indirect wholly-owned subsidiary of Quantum, is presently the licensee of WPXC(FM), Hyannis, MA ("WPXC"); WCIB(FM), Falmouth, MA; and WRZE(FM), Nantucket, MA (the "Quantum Stations"), all of which are located in the Cape Cod Arbitron market;

On January 31, 2005, Quantum entered into an Asset Purchase Agreement (the "Purchase Agreement") with Boch Broadcasting, LP, a Massachusetts limited partnership (the "Boch Licensee"), Boch Broadcasting Realty Corp, a Massachusetts corporation and Subaru of New England, Inc., a Massachusetts corporation, whereby Quantum would purchase WXTK(FM), West Yarmouth, MA; WCOD-FM, Hyannis, MA; WDVY(FM), Harwichport, MA ("WDVT"); and WTVY(FM), Mashpee, MA ("WTVY") (the "Boch Stations");

Normally, Quantum would assign certain of its rights under the Purchase Agreement such that the FCC licenses for the Boch Stations would be assigned to Quantum Licensee at the closing;

Quantum Licensee cannot be the licensee of all of the Quantum Stations and the Boch Stations under the FCC's multiple ownership rule, 47 C.F.R. § 73.3555, (the "Multiple Ownership Rule"), which limits a single entity to possessing an attributable interest in no more than four commercial same service radio stations in the Cape Cod Arbitron market.

In order to ensure compliance with the Multiple Ownership Rule, Quantum desires to enter into this Engagement Agreement, pursuant to which the Designated Trustee will hold the FCC licenses for WDVY, WTVY and WPXC (the "Trust Stations") and will hold assets associated with the Trust Stations, all pursuant to the "Cape Cod Trust Agreement," a copy of which is attached hereto as Exhibit A.

Accordingly, the parties agree as follows:

## AGREEMENT

1. Subject to Section 3 below, the Designated Trustee shall be the trustee with respect to the “Cape Cod Trust Agreement.”

2. (a) Quantum Licensee and the Designated Trustee will prepare and file with the FCC the assignor’s and assignee’s portions, respectively, of an assignment application on FCC Form 314 seeking FCC consent to assign the licenses of the Trust Stations to the Designated Trustee.

(b) As an alternative to the procedure set forth in Section 2(a), above, if required to comply with processing policies of the FCC staff, Quantum Licensee and the Designated Trustee will prepare and file with the FCC the assignor’s and assignee’s portions, respectively, of an assignment application on FCC Form 314 seeking FCC consent to assign the WPXC(FM) license to the Designated Trustee and Quantum shall cause the Boch Licensee to file an application seeking FCC consent to assign the licenses for WDV(T)(FM) and WTVV(FM) to the Designated Trustee. For purposes of this Engagement Agreement, the single application contemplated by Section 2(a) or the two applications contemplated by this Section 2(b) shall be referred to as the “Application.”

3. Quantum and the Designated Trustee agree that, contingent on FCC approval of the assignment of licenses contemplated by the Application, Quantum and the Designated Trustee will execute the Cape Cod Trust Agreement, Quantum or its subsidiaries, as applicable, will transfer substantially all of the assets of the Trust Stations, including the FCC licenses, to the Designated Trustee, as trustee under the Cape Cod Trust Agreement, and the Designated Trustee, as trustee and on behalf of the trust, will acquire and assume the rights, titles, interests and obligations of Quantum and, to the extent applicable, its subsidiaries, with respect to the Trust Stations’ assets, including the FCC Licenses, as provided in the Cape Cod Trust Agreement.

4. Quantum and the Designated Trustee agree that each will take, or cause to be taken, all necessary action and will cooperate with each other to submit and prosecute, or cause to be submitted and prosecuted, the Application at the FCC.

5. In the event that Quantum finds a third party buyer for (a) the Trust Stations or (b) such other combination of the Quantum Stations and the Boch Stations that Quantum’s ownership of the stations not being sold to such third party complies with the Multiple Ownership Rule, the parties will not enter into the Cape Cod Trust Agreement.

6. In consideration for the services performed in connection with the signing of this Engagement Agreement and the preparation and filing of the Application, Quantum shall pay the Designated Trustee the consideration set forth in Exhibit B, hereto.

7. The Designated Trustee hereby covenants to Quantum that he, individually and as trustee, will be legally, technically, financially and otherwise qualified under the Communications Act of 1934, as amended, and otherwise, to acquire the assets of and operate the Trust Stations.

8. This Engagement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

[SIGNATURES BEGIN ON PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement or caused this Engagement Agreement to be duly executed on their behalf as of the date and year first set forth above.

QANTUM COMMUNICATIONS CORPORATION

By:\_\_\_\_\_

MARK O. HUBBARD

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Engagement and Assignment Agreement  
Exhibit A

Cape Cod Trust Agreement