

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of May ___, 2003 between Sea-Comm, Inc., a North Carolina corporation ("Programmer"), and Gary E. Burns, a Virginia resident ("Licensee").

Recitals

A. Licensee owns and operates radio broadcast stations WLTT (FM) and WCCA (FM), Shallotte, North Carolina (collectively, the "Stations," and each, a "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Stations, and to the extent provided in this Agreement to provide programming for broadcast on the Stations, and to accept for broadcast the programs of Programmer, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to an Asset Purchase Agreement (the "Purchase Agreement") dated the date hereof with respect to the Stations.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on June 1, 2003 at 12:01 a.m. North Carolina time (the "Commencement Time"), and will continue until terminated pursuant to Section 7, Section 12 or Section 22 hereof.

2. Programmer's Purchase of Airtime and Provision of Programming.

2.1 Purchase of Airtime. During the Term, Programmer shall purchase from Licensee, for the price and on the terms specified below, all airtime on the Stations twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance and, additionally, for no more than three (3) hours each week between the hours of 6AM and 9AM on Sundays, on each Station, for the broadcast of programs responsive to local issues and problems.

2.2 Programming on WLTT(FM). During the Term, Licensee shall cause to be broadcast on a simulcast basis on Station WLTT(FM) the programming which Programmer broadcasts on its radio station WBNE(FM) licensed to Wrightsville Beach, North Carolina. Programmer shall deliver the WBNE(FM) programming to the WLTT(FM) transmitter site, at Programmer's expense, via a method of delivery (e.g. direct over the air broadcast or microwave) that will ensure that the programming meets technical and quality standards reasonably acceptable to Licensee.

2.3 Programming on WCCA(FM). During the Term, Licensee will continue to broadcast the programming he currently broadcasts on Station WLTT(FM), but beginning at the Commencement Time will cause such programming to be broadcast on Station WCCA(FM). Licensee shall continue to bear the expense of obtaining and broadcasting such programming during the Term and will continue to broadcast such programming in the same format as currently broadcast without change in the substance thereof. In the event Licensee is unable to continue to broadcast certain programming due to circumstances beyond his control, Licensee will obtain, at Licensee's expense, replacement programming reasonably acceptable to Programmer.

3. Advertising Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of advertising on the Stations after the Commencement Time and for the collection of accounts receivable arising from advertising broadcast on the Stations after the Commencement Time, and Programmer shall be entitled to retain all such accounts receivable and to receive all revenues of the Stations during the Term. Licensee shall retain and be responsible for collecting all accounts receivable arising from advertising broadcast on the Stations prior to the Commencement Time.

4. Term Payments. For the broadcast of the programming pursuant to Section 2 above, and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

5. Operation, Ownership and Control of the Stations. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Stations, he will have full authority, power and control over the operation of the Stations and over his employees during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws, including preparation of the quarterly issues/programs lists for the Stations. Without limiting the generality of the foregoing, Licensee will, at Licensee's expense: (1) employ a station manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ an administrative employee for the Stations on at least a part time basis, (3) maintain a staff presence at the Stations' main studio/office from 9 a.m. until 5 p.m., Monday through Friday, and (4) retain control over the policies, and operations of the Stations. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (b) substituting programs which

Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of Shallotte. Licensee reserves the right to refuse to broadcast any program containing matter which violates any right of any third party. Licensee also reserves the right to refuse to broadcast any program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 9. Licensee further reserves the right to preempt any program in the event of a local, state, or national emergency. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will serve Licensee with notice and a copy of any letters of complaint it receives concerning any program broadcast on the Stations for Licensee review and inclusion in the appropriate Station's public inspection file.

6. Maintenance of Facilities; Expenses. Licensee shall maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations throughout the Term and shall repair and maintain the Stations' towers, transmitter sites, studio and equipment in its current condition. Licensee shall bear the expense of all repairs and maintenance required for the Stations' equipment and facilities, and shall timely pay all rent, property tax, utility, and other expenses associated with the operation of the Stations' transmitting, studio and business office facilities. Licensee will provide, at Licensee's expense, a suitable office for Programmer's sales representatives to work from at the Stations' main studio and business office. During the Term, Programmer shall be responsible for any technical improvements that it decides to make to the Station's facilities but only with the advance written consent of Licensee, which consent shall not be unreasonably withheld or delayed. After the Commencement Time, Programmer shall be responsible for all of its own sales, billing, collection, personnel, programming, promotion, insurance, and other related expenses of the Stations and shall keep all of its accounts current. Programmer shall be solely responsible for the discharge of all obligations and requirements of the FCC's EEO rules and regulations with regard to Programmer's employees and shall furnish to Licensee upon request information regarding its EEO program.

7. Termination. This Agreement shall terminate upon the "Closing" as defined in the Purchase Agreement. This Agreement shall terminate automatically in the event of any expiration or termination of the Purchase Agreement, and may also be terminated in accordance with Sections 12 and 22.

8. Music Licenses. During the Term, Programmer will be responsible for entering into and maintaining at its expense, all music licenses as are necessary with respect to the programs broadcast pursuant to Section 2.2 above, and Licensee will be responsible for maintaining, at his expense, all music licenses as are necessary with respect to the programs broadcast pursuant to Section 2.3 above.

9. Programs.

9.1 Production of the Programs. Licensee acknowledges that he is familiar with the type of programming Programmer currently broadcasts on station WBNE (FM) and has

determined that the broadcast of such programming on Station WLTT (FM) would serve the public interest. Programmer agrees that the contents of the programs it transmits to Licensee for broadcast on Station WLTT (FM) shall conform to all FCC rules, regulations and policies in all material respects and Licensee agrees that the contents of the programs he will broadcast on Station WCCA (FM) shall conform to all FCC rules, regulations and policies in all material respects.

9.2 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with his political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Term as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

10. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the programs supplied to Licensee for broadcast on Station WLTT (FM), (ii) the costs of delivering such programs to Licensee, and (iii) the salaries, taxes, insurance, commissions and related costs for all personnel used in the promotion, marketing, and sale of advertising time on the Stations. Licensee shall provide Programmer, on a non-exclusive basis and not as a lease of either equipment or real property, for no additional consideration, access to and use of any Station equipment and facilities owned by Licensee to perform under this Agreement. Licensee will pay for the maintenance of such equipment and facilities and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law.

11. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the programs it delivers for broadcast an announcement at the beginning of each hour of such programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its programs and in any promotional material, in any media, used in connection with its promotion and marketing of the Stations, but shall fully comply with FCC rules and policies with respect to disclosure that its marketing of the Stations is pursuant to a Local Marketing Agreement and not as owner or licensee of the Stations.

12. Events of Default; Termination.

12.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 4 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

12.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by him under this Agreement in any material respect.

12.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until twenty (20) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. However, except as set forth in the immediately following sentence, there shall be no notice provision nor cure period for the non-payment of fees due to Licensee by Programmer. Should Programmer not remit the required payment to Licensee within three days of the monthly due date, Programmer shall be in default and Licensee may elect to terminate this Agreement; provided, however that prior to any such termination with respect only to the first two occasions of a late payment, Licensee shall first give Programmer written notice of, and a period of three days to cure, such payment default. In any event, Programmer shall be charged a late fee of 18% APR on the unpaid balance due to Licensee.

12.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 12.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

12.5 Cooperation Upon Termination. If this Agreement is terminated for any reason other than pursuant to Section 7 as the result of a Closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability (a) that results from a breach by Programmer of any of its representations, warranties, covenants or agreements contained in this Agreement, or (b) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the programming supplied by Programmer on the Stations. Licensee shall indemnify and hold Programmer harmless against any and all liability (a) that results from a breach by Licensee of any of its representations, warranties, covenants or agreements contained

in this Agreement, or (b) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the programming supplied by Licensee on the Stations. The obligations under this Section shall survive any termination of this Agreement for a period not to exceed twelve months.

14. Authority. Programmer and Licensee each represent and warrant to the other that (i) it/he has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) this Agreement is binding upon it/him, and (iii) the execution, delivery, and performance by it/him of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it/he is a party or by which it/he is bound.

15. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

16. Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned or delegated without the other party's written consent, which shall not be unreasonably withheld or delayed; provided, however, that Programmer may, without Licensee's consent, assign and delegate its rights and obligations under this Agreement to an entity controlling, controlled by, or under common control with, Programmer. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

17. Construction. This Agreement will be construed in accordance with the laws of the State of North Carolina applicable to contracts made in, and to be fully performed in, such State, without regard to principles of conflicts of laws.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement.

19. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of

personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Programmer: Sea-Comm, Inc.
 45 Pecan Acres
 Hattiesburg, Mississippi 39402
 Attn: N. Eric Jorgensen
 Telecopier No.: 601-450-8586

with a copy to: Paul, Hastings, Janofsky & Walker LLP
 1299 Pennsylvania Avenue, N.W., 10th Floor
 Washington, D.C. 20004-2400
 Attention: John Griffith Johnson, Jr., Esq.
 Telecopier No.: 202-508-8578

If to Licensee: Gary E. Burns
 108 Sailview Drive
 Forest, Virginia 24551
 Telecopier No. 434-534-9526

with a copy to: Richard J. Hayes, Jr.
(which shall not Attorney at Law
constitute notice) 8404 Lee's Ridge Road
 Warrenton, Virginia 20186
 Telecopier No. (202) 478-0048

20. Entire Agreement. This Agreement, together with its appendices and the Asset Purchase Agreement, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

21. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative or joint venturer of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

22. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with his or its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter in response to FCC authorization for an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof, or a force majeure, or due to causes beyond such party's control, will not constitute an Event of Default under Section 12 of this Agreement, and neither party will be liable to the other party therefor, except that: any resulting failure of Licensee to broadcast the Programs for a continuous period of seventy-two (72) hours or more at any time during the Term shall entitle

Programmer to terminate this Agreement by providing Licensee written notice. Programmer and Licensee each agrees to exercise his or its best efforts to remedy the conditions described in clauses (i) and (ii) of this Section as soon as practicable.

23. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

24. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

25. Successors and Assigns. Subject to the provisions of Section 16 above, this Agreement shall be binding upon, and inure to the benefit of, Licensee's successors and assigns. This Agreement shall also be binding upon, and inure to the benefit of, Programmer and its successors and assigns.

26. Rule Compliance. Pursuant to 47 C.F.R. Section 73.3555, Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including Station finances, personnel and Programming, and Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a), (c), and (d) of 47 C.F.R. Section 73.3555.

27. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Any reference in this Agreement to "Stations" shall include both of the Stations collectively, and each Station individually.

[SIGNATURE PAGE FOLLOWS]

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


LICENSEE:

GARY E. BURNS

By: 
[Signature]

PROGRAMMER:

SEA-COMM, INC.

By: 
M. E. Knight
Vice-president

SCHEDULE A
TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

Term Payments

During the Term, Programmer shall pay to Licensee an LMA Fee of \$19,833.00 per month, payable by the 10th day of the calendar month to which such payment relates; provided that upon commencement of the Term, Programmer shall pay to Licensee, in cash, the sum of \$39,666.00, which shall represent payment for the first and last months of the Term. In the event this Agreement is terminated pursuant to Sections 7, 12, or 22, other than due to an Event of Default by Programmer, any prepaid LMA Fee or portion thereof shall be prorated accordingly and an appropriate refund promptly made to Programmer.

To the extent Licensee exercises its rights under Section 5, or under the rules or policies of the FCC, during any month to refuse to broadcast programming supplied by Programmer pursuant to Section 2.2 or to fail to comply with the provisions of Section 2.3 ("Licensee Preemption Rights"), then the amount of the LMA Fee for such month will be reduced proportionately by an amount corresponding to the number of hours of programming with respect to which Licensee exercised its Licensee Preemption Rights under Section 5 over the total number of hours of programming broadcast by the Station during such month; provided that no such reduction shall be made to the extent the Licensee Preemption Right is exercised with respect to programming supplied by Programmer which does not meet the requirements of the rules, regulations, and policies of the FCC. There shall not, however, be any proration of the LMA fee for maintenance periods or for the broadcast of programs responsive to community needs and issues as set forth in Section 2.1.