

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated September 23, 2010, is hereby made a part of that certain Exchange Agreement (the "Exchange Agreement") dated September 23, 2010, by and between SEA-COMM, INC., a North Carolina corporation (Sea-Comm"), and CAROLINA CHRISTION RADIO, INC., a North Carolina corporation ("CCR"). THE TITLE COMPANY OF NORTH CAROLINA, INC., a North Carolina corporation ("Escrow Agent") has executed this Agreement for the sole purpose of consenting to the terms of this Agreement. Capitalized terms utilized herein and not otherwise defined shall have the meaning set forth in the Exchange Agreement.

Sea-Comm and CCR have agreed and are desirous and willing that the closing of the transaction contemplated by the Exchange Agreement take place in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash paid in hand to Escrow Agent and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sea-Comm and CCR hereby appoint Escrow Agent as the "Escrow Agent" under this Agreement to hold the Sea-Comm Deposit and the Carolina Christian Deposit (collectively, the "Escrow Funds"), and Escrow Agent accepts appointment and agrees to act in accordance with the terms of this Agreement and the Exchange Agreement. It is hereby expressly agreed that in the event a conflict should arise as between the terms of this Agreement and those of the Exchange Agreement, the terms of this Agreement shall control. Sea-Comm and CCR agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs, or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or gross negligence of Escrow Agent or its agents; (b) that no releases or disbursements shall be made hereunder except upon consistent written instructions from both Sea-Comm and CCR or their successors or assigns; and (c) that in the event of a dispute hereunder between Sea-Comm and CCR (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and the Escrow Funds, together with any such legal pleadings as it deems appropriate. CCR and Sea-Comm shall indemnify and hold harmless Escrow Agent for all of its expenses, costs, and reasonable attorneys' fees incurred in connection with said interpleader action.

2. Upon receipt of consistent written instructions from both Sea-Comm and CCR, or their respective counsel, Escrow Agent shall disburse the Escrow Funds in accordance with such instructions. Said instructions may be given in duplicate counterparts and by facsimile. Escrow Agent shall have the right to deduct Escrow

Agent's unpaid fee and any costs Escrow Agent has incurred for overnight delivery charges or wire transfer fees from the Escrow Funds prior to disbursement.

3. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent will not commingle the Escrow Funds with funds of others and shall deposit such funds in a separate escrow account with a federally insured Bank. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

4. Escrow Agent shall not be liable for any loss or damage resulting from the following: (a) any default, error, action or omission of any other party; (b) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business; (c) any loss or impairment of funds while on deposit with a federally insured Bank resulting from failure, insolvency or suspension of such institution; (d) Escrow Agent complying with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

5. Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

6. The terms and provisions of this Agreement are for the benefit of Sea-Comm, CCR and Escrow Agent and their respective successors and assigns only. Nothing contained herein shall be deemed or construed to inure the benefit of any other person or party, it being the express intent of Sea-Comm, CCR, and Escrow Agent that no such person or party shall be entitled to any of the benefits hereof, except as herein expressly provided.

7. Time is of the essence of this Agreement. This Agreement may be executed by facsimile signatures, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

8. Any interest earned on the Escrow Funds shall accrue to the benefit of CCR, and said beneficiary authorizes Escrow Agent to sign any necessary signature cards on its behalf.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day, month, and year first above written.

SEA-COMM:

SEA-COMM, INC.

By: M. E. Knight
Name: M. E. Knight
Title: Vice-president

CCR:

CAROLINA CHRISTION RADIO, INC.

By: James J. Stephens Jr.
Name: James J. Stephens Jr.
Title: President

ESCROW AGENT:

THE TITLE COMPANY OF NORTH CAROLINA, INC.

By: _____
Name: _____
Title: _____