

Executed Copy

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this "Agreement") is entered into as of this fifth day of April, 2004, by and between Sea-Comm, Inc., a North Carolina corporation ("Programmer"), and Ocean Broadcasting II, LLC, a North Carolina limited liability company ("Licensee"), as the owner of Radio Station WUIN (FM), serving the Carolina Beach, North Carolina market (the "Station").

RECITALS

A. Licensee holds licenses from the Federal Communications Commission (the "FCC" or the "Commission") authorizing Licensee to operate the Station. Licensee is engaged in the business of radio broadcasting on the Station, and has available for sale broadcast time on the Station. Programmer and Licensee intend to enter into an Asset Exchange Agreement (the "Exchange Agreement"), pursuant to which Programmer will acquire from Licensee, and Licensee will sell, transfer, convey, and assign to Programmer, certain assets of the Station.

B. Programmer desires to purchase time on the Station for the broadcast of programming on the Station and to sell all of the commercial advertising time inventory of the Station, pending the closing (the "Closing") of the transactions contemplated in the Exchange Agreement. Licensee desires to make available such time to Programmer, pending the Closing. Accordingly, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Programmer and Licensee, intending to be legally bound hereby, are entering into this Agreement.

AGREEMENT

1. Time Sale. Subject to the provisions of this Agreement, from and after the Commencement Date set forth in Paragraph 1(b) below, Licensee shall make the equipment listed on Exhibit A hereto available to Programmer, to assist in the broadcast of Programmer's programs on the Station originating from Programmer's studios. The Station's time made available to Programmer is, subject to all other provisions of this Agreement, up to twenty-four (24) hours of programming each day, seven (7) days per week, during the term of this Agreement, except that Licensee reserves two (2) hours of the Station's time for Licensee's own use at a mutually agreeable time between 5:00 a.m. and 9:00 a.m. on Sunday mornings.

(a) Payments. During each Month (as defined below) of the term of this Agreement, commencing on the Commencement Date set forth in Paragraph 1(b) below, Programmer agrees to reimburse Licensee for all verified, reasonable, customary, and usual operating expenses of the Station, including, but not limited to, the following verifiable, reasonable, customary, and usual operating expenses of the Station: all compensation (including wages and employment benefits) of the Licensee's employees serving as (i) the General Manager of the Station, and (ii) Licensee's second employee at the Station (such compensation not to exceed *per annum* in the aggregate for both such persons, and the employee benefits and payroll tax costs not to exceed Fifteen Thousand

per annum in the aggregate for both such persons; provided, however, that the foregoing amounts may be exceeded, solely in order to account for overtime pay owing to such employees of Licensee, to the extent that Licensee, after consultation with Programmer, shall have determined that such overtime shall be required for the discharge of Licensee's duties under this Agreement), the utility costs for the Station, property taxes, leases, maintenance, supplies (including tubes and parts), and the general property and casualty and general liability insurance costs related to the Station, all of such expenses being referred to as "Licensee's Operating Expenses" and such payment being referred to as the "Operating Expense Payment," with such reimbursement to be made in cash or by check within ten (10) business days after receipt by Programmer from Licensee of a written account (each, a "Monthly Expense Report") of Licensee's Operating Expenses for such Month; and, in addition to the foregoing, Programmer shall pay Licensee in cash or by check the amount of

on the tenth (10th) business day of each Month (the "LMA Fee Payment") until this Agreement shall have expired or shall have been terminated. Payment of all amounts due under this Paragraph 1(a) for any partial Month during the term of this Agreement shall be prorated on a daily basis. Should this Agreement terminate upon the Closing, the final Operating Expense Payment and the final LMA Fee Payment will be made at the Closing and, if applicable, shall be pro-rated as aforesaid. For the purposes of this Agreement, a "Month" means a calendar month, except that for purposes of pro-rations pursuant to this Paragraph 1(a), every Month shall be deemed to consist of thirty (30) days. Licensee agrees to provide Programmer such records, receipts, copies of contracts, and other information and documentation as Programmer may reasonably request in order to enable Programmer to verify Licensee's Monthly Expense Reports.

(b) Term. The term of this Agreement shall commence at 12:01 a.m., Eastern Time, on the date hereof (the "Commencement Date") and shall continue until the first to occur of (i) the date of the Closing, (ii) the termination of the Exchange Agreement in accordance with its terms, prior to the Closing, (iii) the termination of this Agreement in accordance with its terms by either or both of Programmer or Licensee, or (iv) the expiration of the Exchange Agreement in accordance with its terms, subject (in the case of any termination pursuant to Clauses (ii), (iii), or (iv) of this Paragraph 1(b)) to a short-term extension with the mutual written consent of Programmer and Licensee.

2. Programs. Programmer shall furnish or shall cause to be furnished to the Station the artistic personnel and materials for Programmer's programming to be broadcast by the Station hereunder. Programmer represents and warrants that all of the programming, advertising, and promotional material that Programmer shall provide hereunder for broadcast on the Station shall be in compliance with the rules, regulations, policies, and procedures of the Commission and the Communications Act of 1934, as amended (the "Communications Act"), all other applicable statutes, laws, rules, regulations, ordinances, and other requirements of law, and the reasonable standards established by Licensee for broadcast programming on the Station, and shall not contain material that would expose either Licensee or Programmer to FCC sanctions or to civil liability to any person or entity, including liability in tort or in contract, for defamation, libel, slander, infringement, unfair trade practice, invasion of right of privacy, misappropriation of right of publicity, or otherwise.

3. Accounts Receivable.

(a) General. The parties agree that accounts receivable of Licensee for advertising broadcast on the Station prior to the Commencement Date shall be collected by Programmer for the benefit of Licensee (but shall remain the sole property of Licensee) for a period of one hundred twenty (120) days from the Commencement Date, or until the termination of this Agreement, whichever comes first (the "Collection Period"), and shall be allocated and distributed between Programmer and Licensee in the manner described in Paragraph 3(b) below. Within three (3) days following the Commencement Date, Licensee will provide Programmer with a detailed list of such accounts receivable. At the end of the Collection Period, Programmer shall turn over to Licensee any such accounts receivable that remain uncollected. All accounts receivable of Programmer for advertising broadcast on the Station on or after the Commencement Date shall be and shall remain the sole property of Programmer. Programmer shall be responsible for the collection of Programmer's accounts receivable and shall retain ownership of such accounts receivable upon the expiration or the termination of this Agreement.

(b) Remittance. During the Collection Period, Programmer shall remit to Licensee by the tenth (10th) day of each Month (except as otherwise provided in this Paragraph 3(b)) all of Licensee's accounts receivable collected by Programmer during the previous Month. For purposes of such remittances, if the Commencement Date shall be other than the first (1st) day of a Month, the remittance of the accounts receivable of Licensee that shall have been collected by Programmer during that Month shall be made by the tenth (10th) day of the following Month; and if this Agreement shall expire or be terminated on any day other than the last day of a Month, the remittance of the accounts receivable of Licensee that shall have been collected by Programmer during that Month shall be made by the tenth (10th) day of the next succeeding Month. Notwithstanding anything in this Paragraph 3(b) to the contrary, in the case of any single, undifferentiated payment received from any advertiser or account debtor in consideration for advertising broadcast by the Station and by any other radio station or stations (the "Licensee's Other Stations") that are owned by Licensee, Programmer shall promptly, and in no event later than three (3) business days after receipt of such payment, remit to Licensee such portion of such payment representing consideration for advertising broadcast by Licensee's Other Stations. All amounts collected with respect to a particular advertiser or account debtor shall be applied first to the oldest receivable owed by that advertiser or account debtor; provided, however, that if the advertiser or account debtor shall specify that its payment is to be applied to a specific receivable or invoice of Licensee or Programmer, such collection shall be so applied and paid to Licensee or Programmer, as appropriate. Licensee and Programmer agree that they shall take no actions to influence or require any advertiser or account debtor to specify that such advertiser's or account debtor's payments are to be applied to a specific receivable or invoice.

4. The Station's Facilities.

(a) Licensee Responsibility. During the term of this Agreement, Programmer shall be responsible for those expenses of the Station described in Paragraph 7(c) below and shall reimburse the Licensee for those expenses described in Paragraph 1(a) above. Licensee shall be responsible for, and shall pay in a timely manner, all capital expenses associated with owning and controlling the Station during the term of this Agreement. Licensee shall be responsible for the

Station's compliance with all applicable provisions of the Communications Act, the rules, regulations, policies, and procedures of the FCC, and all other applicable laws. Licensee represents that it now holds all permits and authorizations necessary for the operation of the Station, including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the term of this Agreement. Licensee represents that there is not now pending or, to Licensee's knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits, or authorizations necessary for the operation of the Station, and no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits, or authorizations, or the imposition of any restriction thereon of such a nature that may materially limit the operation of the Station as presently conducted. Licensee has no reason to believe that any such license, permit, or authorization will not be renewed in the ordinary course. Licensee shall make its transmitter, transmitter building, and tower site available to Programmer, at no additional charge, for the placement and use of broadcast equipment that Programmer reasonably deems necessary in order to fulfill Programmer's responsibilities under this Agreement; provided, however, that such placement and use shall not cause any material degradation to any property owned, leased, or held for use by Licensee.

(b) Broadcast Facilities. Licensee represents that the Station's facilities and equipment, on the date hereof, comply with, and have been operated in material accordance with, good engineering standards necessary to deliver a high-quality technical signal, and comply with all applicable laws and regulations (including the requirements of the Communications Act, and the rules, regulations, policies, and procedures of the FCC), and are operating with the full power and antenna height authorized for the Station by the FCC. Licensee is not in material violation of any statute, ordinance, rule, regulation, order, or decree of any federal, state, local, or foreign governmental agency, court, or authority having jurisdiction over Licensee or over any part of Licensee's operations or assets, which material violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement. During the term hereof, under Licensee's supervision, Programmer will be responsible for maintaining the transmission facilities of the Station in a high quality condition, normal wear and tear excepted, to enable the Station to broadcast with its FCC-authorized power and antenna height as Licensee is presently authorized by the FCC, and (subject to Licensee's obligation to pay for capital expenditures at the Station) to make any replacements of or improvements to such facilities as may be reasonably necessary to maintain them in such condition and with the FCC-authorized power and antenna height. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be responsible for any reduction in power or antenna height, any impairment of the Station's broadcast facilities, or any resulting loss of the Station's coverage, that is the result of any act or omission on the part of Programmer, its employees, agents, or representatives during the term of this Agreement (provided, however, that such act or omission shall have been in derogation of a specific duty on the part of Programmer under this Agreement, or shall constitute negligence or willful misconduct on the part of Programmer or its employees, agents, or representatives), and in the event of any such act or omission on the part of Programmer, its employees, agents, or representatives, Programmer shall be solely responsible, at Programmer's cost, for the prompt restoration of the Station's power, antenna height, and facilities to the condition obtaining as of the date hereof.

5. Handling of Mail and Complaints. During the term of this Agreement, Programmer shall promptly forward to Licensee any mail or other correspondence which Programmer may receive from any agency of government or from members of the public relating to the Station or to any of Programmer's programming broadcast on the Station.

6. Programming and Operations Standards. Programmer recognizes that the Licensee has full authority and a duty to control the operation of the Station. The parties agree that Licensee's authority includes, but is not limited to, the right to reject or to refuse all or such portions of Programmer's programming which Licensee reasonably believes to be contrary to the public interest. Should Licensee reject any of Programmer's programming pursuant to this paragraph, the payments, reimbursements, and fees provided for in this Agreement shall be reduced on a prorated basis accordingly.

7. Responsibility for Employees and Expenses.

(a) Employment by Programmer of Licensee's Employees. Programmer shall not hire any of the current employees of the Station. Programmer shall not assume any payment in connection with any group medical, group insurance, or pension plan of Licensee associated with Licensee's employees at the Station, nor shall Programmer assume responsibility for any compensation, benefits, or other costs or liabilities of Licensee related to such employees (apart from Programmer's obligation to reimburse Licensee for the salaries and benefits of the Licensee employees set forth in Paragraph 1(a) hereof) or relating to the period prior to the Commencement Date, including any salaries, wages, sales commissions, incentives, bonuses, accrued and unpaid vacation, holiday and sick pay, severance, or obligations under Licensee's benefit plans, nor shall Programmer assume any employment contracts between Licensee and any such employees. Licensee represents and warrants to Programmer that all of Licensee's employees at the Station are and have been "at-will" employees.

(b) Employees. During the term of this Agreement, Programmer shall employ and be responsible for the salaries, commissions, taxes, insurance, vacation, sick leave and all other related costs, for the period from and after the Commencement Date, of all employees of Programmer involved in the production and broadcast of its programming, including air personalities, salespersons, sales representatives, consultants, traffic personnel, board operators, and other programming staff members.

(c) Expenses. During the term of this Agreement, Programmer shall pay directly on a current basis licensing fees required to be paid to ASCAP, BMI, and SESAC, and any other copyright or programming rights fees, in each case attributable to programming provided by Programmer for broadcast on the Station during the term of this Agreement. Upon execution of this Agreement, Programmer shall apply promptly to ASCAP, BMI, and SESAC for the necessary licenses and permits for Programmer to provide programming in its own name over the Station during the term of this Agreement. Beginning on the Commencement Date, Programmer will pay and perform, directly and on a current basis on behalf of Licensee, (i) only those fees, payments, and obligations set forth in Exhibit B to this Agreement, and (ii) only with respect to such fees, payments, and obligations relating to the period beginning on the Commencement Date and ending on the date of the expiration or the termination of this Agreement, and (iii) only to the

extent that the contracts, agreements, and understandings wherein such payments and obligations are established may be assigned to Programmer by Licensee without the third-party contractor's consent, or -- if not so assignable -- then only to the extent that such third-party contractor's consent shall have been obtained. In addition, subject to the provisions of Paragraph 7(d) below, Programmer shall, during the term of this Agreement, pay, perform, and discharge Licensee's obligations relating to the broadcast of advertising on the Station in exchange for goods and services.

(d) Barter and Trade.

(i) Licensee represents and warrants that Exhibit C hereto accurately describes all barter, trade, or similar agreements or arrangements for the sale of advertising on the Station for consideration other than cash (the "Trade Agreements") which are outstanding as of the date hereof. With respect to the Station, all such advertising time sold under the Trade Agreements may be preempted by advertising time that is sold for cash. All Trade Agreements have been entered into in the ordinary course of business consistent with past practices.

(ii) Programmer shall offset against the initial LMA Fee Payment made to Licensee under Paragraph 1(a), above, any amount by which the value of the aggregate liability of the Station under the Trade Agreements as of the Commencement Date (the "Trade Liability") exceeds the sum of (x) Ten Thousand Dollars (\$10,000.00), plus (y) the aggregate value of the goods or services to be received by the Station after the Commencement Date under the Trade Agreements (the "Trade Receivables").

(iii) The initial LMA Fee Payment made to Licensee by Programmer under Paragraph 1(a), above, shall be increased by any amount by which the Trade Receivables exceed the sum of (x) Ten Thousand Dollars (\$10,000.00), plus (y) the Trade Liability.

8. Advertising and Programming Revenues. Programmer shall retain all revenues from the sale of advertising time on the programming that Programmer shall provide for broadcast on the Station. With respect to prepaid advertising sold by Licensee and broadcast on or after the Commencement Date, Programmer shall offset the value of such prepaid advertising against the initial LMA Fee Payment made to Licensee under Paragraph 1(a), above. Programmer shall sell time to political candidates from the time that Programmer purchases from Licensee in strict compliance with the Communications Act and the rules, regulations, policies, and procedures of the Commission.

9. Operation of the Station. Anything to the contrary in this Agreement notwithstanding, Licensee shall have full authority and power over the operation of the Station during the term of this Agreement. Licensee shall be responsible for all programming that Licensee shall furnish for broadcast on the Station, and (subject to the reimbursement obligations of Programmer, as provided in Paragraph 1(a) hereof) for the payment of the salaries of Licensee's employees, who shall report solely to and be accountable solely to Licensee. Licensee's General Manager for the Station shall direct the day-to-day operation of the Station. Licensee shall retain the right to interrupt and discontinue Programmer's programming at any time, if Licensee shall determine that such programming is not in the public interest or violates

this Agreement, or in case of an emergency or an Emergency Alert System activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional, or local importance, whereupon the payments, reimbursements, and fees provided for in Paragraph 1(a) above shall be reduced by a percentage equal to the percentage that the amount of Programmer's programming that is not broadcast by the Station (other than as a consequence of the broadcast of Emergency Alert System activations or tests) bears to the total programming time purchased by Programmer hereunder, pursuant to Paragraph 1 above. Programmer shall properly prepare and promptly provide to Licensee copies of all of Programmer's contracts, agreements, and requests for advertising on the Station for political programming or programming addressing controversial issues of public importance; all records, complaints, and reports of every kind whatsoever which may be required by the FCC to be maintained or filed with the FCC by the Station in connection with Programmer's programming on the Station; and full information with respect to Programmer's programs and public service announcements which are responsive to issues of public concern, in sufficient detail to enable Licensee to prepare in a timely manner all appropriate or necessary records and reports required by the Commission and its rules and policies concerning the Station's operations. Programmer will properly prepare and furnish to Licensee such information, records, and reports relating to Programmer's programming, sales, or employment practices at the Station in sufficient detail as shall be necessary to enable Licensee to comply with all rules and policies of the FCC or any other governmental agency.

10. Station Identification Announcements. Licensee will be responsible for ensuring the proper broadcast of station identification announcements by the Station. However, Programmer will provide appropriate station identification announcements that comply with FCC requirements in a form acceptable to Licensee.

11. Right to Use the Programs. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and shall remain, vested in Programmer.

12. Payola/Plugola. Programmer agrees that neither it, nor its agents, employees, consultants, or personnel, will accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, goods, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which such Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Act and FCC requirements.

13. Compliance with Law. Programmer warrants to Licensee that Programmer is an experienced radio broadcasting station owner and operator and is fully familiar with the Commission's rules, regulations, policies, and procedures, and all other laws, statutes, rules, regulations, governmental policies, governmental procedures, and other requirements of law governing the lawful operation of stations such as the Station. Programmer agrees that, throughout the term of this Agreement, Programmer will comply with all laws, rules, regulations, policies, and procedures including, but not limited to, the FCC's technical, political broadcasting,

obscenity and indecency regulations, fair trade practice regulations, lottery broadcast regulations, sponsorship identification rules, and sales practice regulations, that are applicable to the operations of the Station, and all FCC rules applicable to programming agreements of this kind. Programmer acknowledges that Licensee has not urged, advised, consented to, or agreed in any way whatsoever to, the use of any unfair business practice.

14. Indemnification.

(a) Programmer's Indemnification. Programmer shall indemnify Licensee for, and shall hold Licensee harmless from, any material loss, damage, or injury of any kind (including, but not limited to, reasonable attorneys' fees and court costs) sustained or incurred by Licensee resulting from Programmer's breach of or default under this Agreement, from any programming material broadcast by Programmer on the Station, from the sale of or attempt by Programmer to sell advertising or program time on the Station, from any breach of any of Programmer's representations and warranties to Licensee contained in this Agreement, and from any act or omission by Programmer, including any act or omission that results in Licensee's non-fulfillment of any of Licensee's representations, warranties, or covenants under the Exchange Agreement (provided, however, that such act or omission shall have been in derogation of a specific duty on the part of Programmer under this Agreement, or shall constitute negligence or willful misconduct on the part of Programmer or its employees, agents, or representatives).

(b) Licensee's Indemnification. Licensee shall indemnify Programmer for, and shall hold Programmer harmless from, any material loss, damage, or injury of any kind (including, but not limited to, reasonable attorneys' fees and court costs) sustained or incurred by Programmer resulting from Licensee's breach of or default under this Agreement, from the broadcast of programming on the Station furnished by Licensee, from the sale of or attempt by Licensee to sell advertising or program time on the Station, from any breach of any of Licensee's representations and warranties to Programmer contained in this Agreement, and from any act or omission by Licensee, including any act or omission that results in Programmer's non-fulfillment of any of Programmer's representations, warranties, or covenants under the Exchange Agreement (provided, however, that such act or omission shall have been in derogation of a specific duty on the part of Licensee under this Agreement, or shall constitute negligence or willful misconduct on the part of Licensee or its employees, agents, or representatives).

(c) Survival. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 14, unless a claim for indemnification shall be asserted in writing delivered to the other party. The representations, warranties, and covenants of Licensee and of Programmer, and their respective obligations to indemnify and hold each other harmless, as set forth in this Agreement, shall survive the expiration or the termination of this Agreement, and shall continue for a period of one (1) year after such expiration or termination.

(d) Procedure for Indemnification. If, within the period specified in Paragraph 14(c) 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 Paragraph 14, 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, 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 release the Indemnified Party from all liability with respect thereto.

15. Termination and Remedies Upon Default.

(a) Termination. In addition to other remedies available at law or in equity, this Agreement may be terminated as set forth below by either Licensee or Programmer, by written notice to the other party, if the party seeking to terminate is not then in material default or breach of its obligations hereunder, upon the occurrence of any of the following:

(i) This Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(ii) The other party shall be in material default or breach of its representations, warranties, covenants, or obligations hereunder, and shall have failed to have cured such default or breach within thirty (30) days of notice from the terminating party;

(iii) The mutual consent of both parties;

(iv) There shall have been a change in FCC rules, policies, or case law that would cause this Agreement or any material provision hereof to be in substantial violation thereof, and such change shall not be the subject of an appeal or further administrative or judicial reconsideration or review;

(v) Licensee and Programmer shall have failed to have entered into the Exchange Agreement by April 30, 2004; or

(vi) The Exchange Agreement shall have expired or shall have been

terminated in accordance with its terms, provided that the party seeking to terminate this Agreement pursuant to this Paragraph 15(a)(vi) shall not be in default or in breach of its representations, warranties, covenants, or undertakings under the Exchange Agreement at the time of such expiration or termination.

Upon termination of this Agreement according to the provisions of this Paragraph 15, the payments, reimbursements, and fees provided for hereunder shall be prorated to the effective date of termination and paid by Programmer to Licensee promptly thereafter. Licensee shall cooperate reasonably with Programmer to the extent necessary to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such advertising or programming that consideration which shall already have been paid to Programmer, or which otherwise would have been paid to Programmer.

The termination of this Agreement shall not relieve either party of its obligations to the other party for any pre-termination breaches of, or defaults under, this Agreement nor of any obligations arising under Paragraph 14 hereof.

(b) Programmer's Additional Remedies for Licensee's Technical Operation Deficiencies. In addition to Programmer's right to terminate this Agreement for the reasons set forth in Paragraph 15(a) above, if the Station shall suffer any damage to its transmission facilities which shall result in the inability of the Station to operate with its presently-authorized facilities, and if Licensee shall not have restored the full-time operation of the Station with its presently-authorized facilities within fourteen (14) days of any such occurrence, Programmer may (but shall not be obliged to) give notice to Licensee of Programmer's termination of this Agreement, in which event this Agreement shall terminate upon the giving of such notice, any other provision of this Agreement to the contrary notwithstanding. For each day that the Station shall not be operating with its presently-authorized facilities, the payments due pursuant to Paragraph 1(a) above shall be reduced by the product of one-fourth ($\frac{1}{4}$) multiplied by the percentage equal to the percentage that the number of hours of operation of the Station at reduced power bears to the number of hours that Programmer shall have purchased pursuant to Paragraph 1 above.

(c) Programmer's Additional Termination Rights. Anything herein to the contrary notwithstanding, and in addition to Programmer's termination rights in Paragraphs 15(a) and (b), above, Programmer shall have the right to terminate this Agreement in the event that Licensee shall make a general assignment for the benefit of Licensee's creditors, shall file or shall have filed against Licensee a petition for relief under any bankruptcy or reorganization law, or for an arrangement for the benefit of Licensee's creditors, or for the appointment of a receiver, trustee, or similar creditors' representative for the property or assets of Licensee under any federal or state insolvency law, which, if filed against Licensee, shall not have been dismissed within sixty (60) days thereof.

(d) Licensee's Additional Termination Rights. Anything herein to the contrary notwithstanding, and in addition to Licensee's termination rights in Paragraph 15(a) above, Licensee shall have the right to terminate this Agreement in the event that Programmer

shall make a general assignment for the benefit of Programmer's creditors, shall file or shall have filed against Programmer a petition for relief under any bankruptcy or reorganization law, or for an arrangement for the benefit of Programmer's creditors, or for the appointment of a receiver, trustee, or similar creditors' representative for the property or assets of Programmer under any federal or state insolvency law, which, if filed against Programmer, shall not have been dismissed within sixty (60) days thereof.

16. Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcast programming, or any failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any act of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, *force majeure*, or any other cause beyond the reasonable control of Licensee or Programmer, shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party therefor, provided that each party shall use reasonable diligence to correct such failure or impairment as soon as is reasonably possible; and provided, further, that Programmer's inability or failure to sell advertising time or to deliver programming or commercial matter on account of any of the foregoing circumstances shall not release Programmer from its obligation to make the payments required in Paragraph 1(a) above during the term of this Agreement.

17. Notices. All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if transmitted by facsimile, upon acknowledgment of receipt thereof in writing by facsimile or otherwise; if personally delivered, upon delivery or upon refusal of delivery by the addressee; if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery by the addressee; or if sent by a nationally-recognized overnight delivery service, upon delivery or upon refusal of delivery by the addressee. All notices, requests, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, request, consent, waiver, or other communication relates at the following addresses:

if to Licensee:

Ocean Broadcasting II, LLC
6100 Fairview Road
Suite 650
Charlotte, North Carolina 28210
Attn.: Macon B. Moye
Telecopier No.: (704) 643-4482

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

Ocean Broadcasting II, LLC
6100 Fairview Road
Suite 650
Charlotte, North Carolina 28210
Attn.: Thomas B. Henson

Telecopier No.: (704) 643-4482

if to Programmer:

Sea-Comm, Inc.
45 Pecan Acres
Hattiesburg, Mississippi 39402
Attn: N. Eric Jorgensen
President
Telecopier No: (601) 450-8586

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

Paul, Hastings, Janofsky & Walker, LLP
1299 Pennsylvania Avenue, N.W.
Tenth Floor
Washington, D.C. 20004-2400
Attn.: John Griffith Johnson, Jr.
Telecopier No.: (202) 508-8578

17. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effectuated, unless the same shall be in writing and shall be signed by the party adversely affected by the waiver or modification, and then, in the case of any waiver of any provision hereof, such waiver shall be effective only in the specific instance and for the specific purpose for which it shall have been given.

18. Corporate Authority; Construction. The parties represent and warrant that they have full corporate or limited-liability-company authority, as the case may be, to execute and deliver this Agreement. This Agreement shall be construed in accordance with the laws of the State of North Carolina applicable to contracts made in, and to be wholly performed in, such State, without reference to the choice-of-law principles of such State, and the obligations of the parties hereto are subject to all federal, state, and local laws and regulations now or hereafter in force and to the rules, regulations, policies, and procedures of the Commission and all other governmental entities or authorities presently or hereafter to be constituted.

19. Headings. The headings contained in this Agreement are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

20. Counterpart Signatures. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on one (1) and the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on one (1) and the same physical document.

21. No Partnership or Joint Venture Created. Programmer is acting as an independent contractor hereunder, and nothing in this Agreement shall be construed to make

Licensee and Programmer partners or joint venturers, or to make Licensee or Programmer the agent of the other.

22. Assignment: Binding Agreement. Neither Programmer nor Licensee may assign its rights, nor delegate its duties, under this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, delayed, or conditioned. The party whose approval shall be requested to a proposed assignment or delegation shall communicate its position on any such proposed assignment or delegation within fourteen (14) days after receipt of the written request by the other party for approval of the proposed assignment or delegation. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

23. Severability. In the event that any term or provision of this Agreement shall be declared to be invalid or illegal for any reason, this Agreement shall remain in full force and effect, and the same shall be interpreted as through such invalid and illegal provision were not a part hereof. The remaining provisions of this Agreement shall be construed to preserve the intent and purpose of this Agreement, and the parties shall negotiate in good faith to modify the provisions so held to be invalid or illegal in order to preserve, to the greatest extent achievable, each party's anticipated benefits thereunder.

24. Entire Agreement. This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof.

25. No Third Party Beneficiaries. This Agreement shall not confer any benefit upon, nor create any right or any cause of action in favor of, or on behalf of, any person other than the parties hereto and their respective successors and permitted assigns.

26. Certifications. Licensee hereby certifies that for the term of this Agreement, Licensee shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel, and programming, and nothing herein shall be interpreted as depriving Licensee of such ultimate control. Programmer hereby certifies that Programmer's execution and delivery of, and Programmer's performance of its obligations under, this Agreement complies with the restrictions on ownership of media set out in the Commission's rules and regulations, and specifically in 47 C.F.R. Section 73.3555.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first above written.

PROGRAMMER:

SEA-COMM, INC.

By: *N. Eric Jorgensen*
Name: N. Eric Jorgensen
Title: President

LICENSEE:

OCEAN BROADCASTING II, LLC

By: _____
Name: Macon B. Moye
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first above written.

PROGRAMMER:

SEA-COMM, INC.

By: _____

Name: N. Eric Jorgensen

Title: President

LICENSEE:

OCEAN BROADCASTING-II, LLC

By: Macon B. Moye

Name: Macon B. Moye

Title: Manager