

NON-COMPETE, NON-HIRE AGREEMENT

Whereas Commonwealth Communications, LLC and Commonwealth License Subsidiary, LLC ("Sellers") have entered into an Asset Purchase Agreement with Cherry Creek Radio LLC ("Buyer"), this Agreement is made between Buyer and Claude C. Turner, also known as Dex Allen (hereinafter "Mr. Allen"), and ("Sellers") pursuant to and effective as of the Closing Date of the Asset Purchase Agreement.

In Consideration of the allocation of Five Thousand Dollars (\$5,000) of the Purchase Price set forth in the Asset Purchase Agreement from Buyer to Sellers, of which Two Thousand Five Hundred Dollars (\$2,500) is being paid directly to Mr. Allen and Two Thousand Five Hundred Dollars (\$2,500) is being paid directly to Sellers, Mr. Allen and Sellers hereby agree as follows:

1. Covenant Not to Compete.

For a period of five years beginning from the Closing Date of the Asset Purchase Agreement (the "Restricted Period"), neither Mr. Allen nor either of Sellers will, directly or indirectly, invest or engage in any radio broadcasting business within a radius of fifty (50) miles of the boundaries of any of the tower sites in the markets in which Sellers operate as of the execution of the Asset Purchase Agreement (the "Restricted Territory"), or engage in consulting or advising any radio broadcast stations that compete in said markets. Notwithstanding the foregoing, Mr. Allen and Sellers may passively invest in public companies as a holder of not more than five percent (5%) of the issued and outstanding equity of any such company.

2. Non-Hire.

During the Restricted Period, neither Mr. Allen nor Sellers will, directly or indirectly, (a) solicit or attempt to solicit any personnel of Buyer to leave his or her employment with Buyer, or (b) hire or attempt to hire any personnel of the Buyer. Notwithstanding the foregoing, nothing herein shall be construed to prevent either Mr. Allen or the Sellers from hiring any employee of the Seller who voluntarily terminates his or her employment with the Buyer six (6) months after such termination or whose employment is terminated by the Buyer.

3. Enforcement.

If Mr. Allen or either Seller breaches or threatens to breach any of the terms of this Agreement, Buyer may pursue any remedies it is or may be entitled to under the law or in equity, including injunctive relief. Mr. Allen and Sellers acknowledge that Buyer would be irreparably injured upon Mr. Allen or Sellers' breach of this Agreement, and it is difficult to ascertain with certainty the amount of money damages that Buyer will suffer. However, nothing herein shall preclude Buyer from seeking a recoupment of its actual damages.

4. Successors.

This Agreement shall inure to the benefit of and be binding upon Buyer and its successors and assigns and any such successor or assignee shall be deemed substituted for Buyer under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation, or other business entity that at any time, whether by

purchase, merger, or otherwise, directly or indirectly acquires the stock of Buyer or to which Buyer assigns this Agreement by operation of law or otherwise.

5. General Provisions.

This Agreement sets forth the entire understanding of the parties regarding non-competition and non-hire. Any amendments hereto must be in writing and signed by all of the parties hereto. This Agreement is made pursuant to, and shall be interpreted, governed, construed, and enforced in all respects and for all purposes under and according to the laws of the State of Delaware without giving effect to the conflict or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

Sellers:

Commonwealth Communications, LLC

By: Commonwealth II, LLC, its sole member

By: ALTA/Commonwealth, Inc., its Manager

By: _____
Claude C. Turner (a/k/a Dex Allen)
President

Commonwealth License Subsidiary, LLC

By: Commonwealth Communications, LLC, its
sole member

By: Commonwealth II, LLC, its sole member

By: ALTA/Commonwealth, Inc., its Manager

By: _____
Claude C. Turner (a/k/a Dex Allen)
President

Buyer:

Cherry Creek Radio LLC

By: _____
Name:
Title:

Claude C. Turner, a/k/a Dex Allen