

NONCOMPETITION AGREEMENT

This NONCOMPETITION AGREEMENT is dated as of _____, 2003 by and among First Media Radio, LLC, a Delaware limited liability company ("Buyer") and MainQuad Communications, Inc., a North Carolina corporation, MainQuad Broadcasting, Inc., a North Carolina corporation, MainQuad, Inc., a North Carolina corporation, WEQQ, Inc., a North Carolina corporation and Carolina Airwaves, Inc., a North Carolina corporation (hereinafter collectively referred to as the "Sellers" and individually as a "Seller") and Daniel Berman, an individual residing at _____, Donald W. Curtis, an individual residing at _____, William McCutchen, an individual residing at _____ (the "Principals" and collectively with Sellers, the "Covenantors").

R E C I T A L S:

A. Buyer and Sellers have entered into an Asset Purchase Agreement dated as of _____, 2003 (the "Purchase Agreement"), pursuant to which Buyer agreed to purchase from Sellers substantially all of the assets (the "Assets") that are used in the operation of radio stations WLGG(FM), Emporia, Virginia, WPTM(FM), Roanoke Rapids, North Carolina, WSMY(AM), Weldon, North Carolina, WNVN-LP, Roanoke Rapids, North Carolina, WSMY-FM, Albemarle, Virginia, WZAX(FM), Nashville, North Carolina, WCBT(AM), Roanoke Rapids, North Carolina, WYTT(FM), Gaston, North Carolina and WKTC(FM), Pinetops, North Carolina (the "Stations").

B. The Principals have been actively involved in radio station ownership and possess special knowledge, abilities and experience regarding the business and operation of one or more of the Stations.

C. The Principals hold a direct or indirect ownership interest in the Sellers.

D. The agreement of Covenantors to deliver this Noncompetition Agreement was a material inducement to Buyer in entering into the Purchase Agreement, and the delivery of this Noncompetition Agreement by Covenantors was a condition to Buyer's obligation to purchase the Assets and to pay the Purchase Price.

E. Buyer, as the owner of the Stations, desires to preclude Covenantors from competing against it during the term of this Agreement.

A G R E E M E N T

In consideration of the payment of the Purchase Price under the Purchase Agreement and the covenants and agreements set forth in this Agreement and in the Purchase Agreement, the parties agree as follows:

SECTION 1. COVENANTS

Each Covenantor covenants and agrees that for a period of three (3) years after the date of this Agreement, neither such Covenantor nor any entity, including any family member of Covenantor, that is directly or indirectly controlled, financed or guaranteed by such Covenantor (an "Affiliate") will, without the prior written consent of Buyer, directly or indirectly, perform services for, own, manage, operate, finance, join, control, time broker, enter into a joint sales agreement with or engage or participate in the ownership, management, operation, or control of, or be connected as a shareholder, director, officer, agent, partner, joint venturer, lender, guarantor, employee, consultant or advisor (the "Prohibited Activities") with, any business or organization any part of which engages in the business of radio broadcasting through any radio station that has, or once constructed would have, a 1.0mV/m service contour that intersects or is tangential to or encompasses in whole or in part any of the Stations' 1.0mV/m service contours (the "Non-Competition Area"). Notwithstanding the foregoing, none of the following shall be deemed to violate this Agreement:

(a) the ownership by Donald Curtis and/or his Affiliates of any radio stations other than those listed in Exhibit A hereto; provided; however, that to the extent that Donald Curtis or his Affiliates acquire substantially all of the assets of Beasley Broadcast Group, Inc. or merge with or into Beasley Broadcast Group, Inc., the ownership by Donald Curtis or his Affiliates of radio stations WNCT(AM), Greenville, North Carolina and WNCT(FM), Greenville, North Carolina, shall not be deemed to violate this Agreement. Additionally, to the extent Buyer consummates the sale of substantially all of the assets of the Stations, the obligations of Donald Curtis hereunder shall terminate.

(b) the ownership by Daniel Berman of any radio station whose transmitter facility is within the 25 mile radius of the main United States Postal Service offices in Richmond, Virginia;

(c) the passive ownership of less than 5% of the outstanding stock of any publicly traded corporation; or

(d) engaging in any of the Prohibited Activities for a separate division, department or other business unit (including a radio station or stations) of a business or organization, which business or organization, through some other separate business unit, engages in the business of radio broadcasting within the Non-Competition Area, provided that the Prohibited Activities are related solely to the separate business unit which is not engaged in radio broadcasting within the Non-Competition Area.

For a period of three (3) years after the date of this Agreement, neither Covenantors nor their Affiliates shall make any negative or disparaging comments about the Stations or Buyer with the intent to harm the reputation of the Stations or Buyer with listeners, advertisers, employees, customers or other third parties having business relationships with the Stations. Except with Buyer's prior written approval, for a period of three years after the Closing Date, neither Covenantors nor their Affiliates will employ or offer to employ any person who was principally employed at the Stations on the Closing Date and to whom Buyer offers employment on the Closing Date, provided that the use by Daniel Berman of the personal services and engineering

expertise of Frank White for the purpose of (a) work on stations owned by Daniel Berman and/or his Affiliates that are outside the Non-Competition Area and (b) determining whether a particular radio station would fall outside the Non-Competition Area, shall not violate this Agreement.

SECTION 2. ENFORCEABILITY; REMEDIES

2.1 Reasonableness; Independent Covenants. The Covenantors acknowledge that the restrictions set out in this Agreement are necessary to prevent the use and disclosure of the Stations' confidential business information and to otherwise protect the legitimate business interests of Buyer. Covenantors further acknowledge that all of the restrictions in this Agreement are reasonable in all respects, including duration, territory and scope of activity restricted. Covenantors agree that the covenants and provisions of this Agreement shall be construed as separate agreements independent of any other provision of this Agreement or of any other agreement between Covenantors and Buyer. Covenantors agree that the existence of any claim or cause of action by Covenantors against Buyer, whether based on this Agreement or otherwise, will not constitute a defense to the enforcement by Buyer of the covenants and provisions of this Agreement.

2.2 Remedies. Each Covenantor agrees that if such Covenantor or any Affiliate engages or threatens to engage in any activity that constitutes a violation of any of the provisions of this Agreement, Buyer shall have the right and remedy to have the provisions of this Agreement specifically enforced to the extent permitted by law by any court having jurisdiction, it being acknowledged and agreed that any breach of this Agreement would cause immediate irreparable injury to Buyer and that money damages would not provide an adequate remedy at law for any breach. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer at law or in equity, including the right to seek monetary damages. The applicable three (3) year period of the covenant contained in Section 1 above shall be extended on a day-for-day basis for each day during which a Covenantor is in violation of the covenant, so that a Covenantor is restricted from engaging in the activities prohibited by the covenant for the full three (3) year time period.

2.3 Reformation. It is the intent of the parties to this Agreement that the provisions of the Agreement be enforced to the fullest extent permissible under applicable law. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not invalidate any other provision of this Agreement. If any of the provisions or covenants contained in this Agreement are held to be unenforceable in any jurisdiction because of the territory, duration or scope thereof, the court making such determination shall reduce the territory, duration and/or scope of the provision or covenant, and the provision or covenant in its reduced form shall be enforceable; provided, however, that the determination of such court shall not affect the enforceability of this Agreement in any other jurisdiction.

SECTION 3. MISCELLANEOUS

3.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) by telecopy (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial

delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Covenantors:

Daniel Berman

Donald W. Curtis

William McCutchen

MainQuad Communications, Inc.
10228 Governors Drive
Chapel Hill, NC 27517
Attention: Daniel Berman
Telecopier: (919) 968-8047
Telephone: (919) 968-8041

MainQuad Broadcasting, Inc.
10228 Governors Drive
Chapel Hill, NC 27517
Attention: Daniel Berman
Telecopier: (919) 968-8047
Telephone: (919) 968-8041

MainQuad, Inc.
10228 Governors Drive
Chapel Hill, NC 27517
Attention: Daniel Berman
Telecopier: (919) 968-8047
Telephone: (919) 968-8041

WEQQ, Inc.
3012 Highwoods Blvd., Suite 201
Raleigh, NC 27604
Attention: Donald Curtis
Telecopier: (919) 790-6654
Telephone: (919) 876-6464

Carolina Airwaves, Inc.
10228 Governors Drive
Chapel Hill, NC 27517
Attention: Daniel Berman

Telecopier: (919) 968-8047
Telephone: (919) 968-8041

With a copy (which shall not
constitute notice) to:

Garvey, Schubert & Barer, LLP
Fifth Floor, Flour Mill Building
Washington, DC 20007
Telecopier: (202) 965-1729
Telephone: (202) 298-2528

and

Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
Suite 1600
First Union Capital Center
Raleigh, NC 27601
Attention: Wade Hargrove
Telecopier: (919) 839-0304
Telephone: (919) 839-0300

If to Buyer:

First Media Radio, LLC
306 Port Street
Easton, MD 21601
Attention: Alex Kolobielski
Telecopier: (302) 422-2739
Telephone: (410) 822-3301

With a copy (which shall not
constitute notice) to:

William E. Prettyman
5393 Royal Mile Boulevard
Salisbury, MD 21801
Telecopier: (410) 546-9901
Telephone: (410) 742-6026

First Media Radio Holdings, LLC
11400 Skipwith Lane
Potomac, Maryland 20854
Attention: Ralph W. Hardy, Jr.
Telecopier: (301) 983-2425
Telephone: (301) 983-2424

and

Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N. W.
Suite 800
Washington, D.C. 20036-6802
Attention: Patricia A. Francis
Telecopier: (202) 776-2222
Telephone: (202) 776-2509

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 3.1.

3.2 Benefit and Binding Effect. The Covenantors may not assign this Agreement without the prior written consent of Buyer. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

3.3 Further Assurances. The parties shall execute any other documents that may be necessary and desirable to the implementation and consummation of this Agreement. Each Covenantor shall provide Buyer in writing such information as the Buyer may from time to time request, within seven (7) business days of any such request, to determine such Covenantor's compliance with the terms of this Agreement. Each Covenantor hereby authorizes Buyer to contact such Covenantor's future employers and/or other entities with whom a Covenantor has engaged in any business relationship to determine Covenantor's compliance with this Agreement or to communicate the contents of this Agreement to such employers and other entities.

3.4 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF).

3.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto concerning the subject matter hereof. In entering into this Agreement, Covenantors are not relying on any statements or representations not contained in this Agreement. This Agreement supersedes any and all prior agreements, arrangements and understandings, oral or written, with respect to the subject matter hereof, between the parties hereto, except for the Purchase Agreement, which shall remain in full force and effect.

3.6 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

3.7 Amendments/Waivers. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought. Any waiver of any provision of this Agreement must be in writing and signed by the party granting the waiver.

3.8 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

3.9 Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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

Buyer:

FIRST MEDIA RADIO, LLC

By: _____
Alex Kolobielski
President and Chief Executive Officer

Sellers:

MAINQUAD COMMUNICATIONS, INC.

By: _____
Name:
Title:

MAINQUAD BROADCASTING, INC.

By: _____
Name:
Title:

MAINQUAD, INC.

By: _____
Name:
Title:

WEQQ, INC.

By: _____
Name:
Title:

CAROLINA AIRWAVES, INC.

By: _____
Name:
Title:

Principals:

Daniel Berman

Donald W. Curtis

William McCutchen

Exhibit A

WEED(AM), Rocky Mount, NC
WNCT(AM), Greenville, NC

WRSV(FM), Rocky Mount, NC
New Allotment FM Channel 276, Garysburg, NC
New Allotment FM Channel 297, Enfield, NC
WNCT(FM), Greenville, NC