

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2006, by and between COMMUNITY BROADCASTERS, LLC, a New York limited liability company (the "Company"), and _____ ("Subject Party").

WITNESSETH:

WHEREAS, the Company and the Subject Party are parties to an Asset Purchase Agreement, dated as of July __, 2006 (the "Purchase Agreement"), pursuant to which the Company acquired from Sellers (as such term is defined in the Purchase Agreement) substantially all of the assets and business of the following radio stations: WBDI (FM) Copenhagen, New York (Facility ID No. 43748) ("WBDI"), WTOJ (FM) Carthage, New York (Facility ID No. 11625) ("WTOJ"), WATN (AM) Watertown, New York (Facility ID No. 11624) ("WATN"), WOTT (FM) Henderson, New York (Facility ID No. 30799) ("WOTT"), WGIX-FM (FM) Gouverneur, New York (Facility ID No. 66658) ("WGIX"), WSLB (AM) Ogdensburg, New York (Facility ID No. 66663) ("WSLB") and WBDB (FM) Ogdensburg, New York (Facility ID No. 66661) ("WBDB") (each of WBDI, WTOJ, WATN, WOTT, WGIX, WSLB and WBDB, a "Station", and collectively, "Stations");

WHEREAS, the Subject Party is a principal shareholder of Sellers;

WHEREAS, the Subject Party has received economic benefit from the transactions contemplated by the Purchase Agreement;

WHEREAS, it is a condition to the obligations of the Company to consummate the transactions contemplated by the Purchase Agreement that the Subject Party enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Prohibited Activities.

(a) During the Non-Compete Period (as hereafter defined), Subject Party agrees not to directly or indirectly:

(i) engage as employer, sole proprietor, partner, shareholder, member or owner of any business, entity or enterprise (the "Competing Business") which owns or operates a radio station whose transmitter site is located within a fifty (50) mile radius of any transmitter site of any of the Stations, *provided, however*, that Border International Broadcasting, Inc.'s ("Border") operation of radio station WBDR (FM), Cape Vincent, New York, to the same extent as it has been conducted prior to the date hereof shall not be deemed a Competing Business, so long as the Subject Party, directly or indirectly, owns more than 25% of the outstanding capital stock of Border;

(ii) be employed by, participate in, serve as an officer or director of, provide consulting or advisory services to (whether paid or unpaid), invest in, lend money to, or be connected in any other manner with, any Competing Business;

(iii) solicit, induce or persuade any employee of the Company to terminate his or her employment with the Company, or hire or retain such employee as an employee, consultant or advisor; or

(iv) solicit, induce or persuade any current or former advertiser, vendor or supplier of the Company to terminate, reduce or otherwise adversely modify its business relationship with the Company.

(b) For purposes of this Agreement, the term “Non-Compete Period” shall mean the period beginning on the date hereof and ending on the third anniversary of the date of this Agreement.

2. Injunctive Relief. The Subject Party agrees that the breach by the Subject Party of its obligations under this Agreement would cause significant and irreparable harm to the Company, which may be difficult to measure with certainty or to compensate through money damages. Without limiting the right of the Company to pursue all other legal and equitable rights available for violation of this Agreement, it is agreed that other remedies cannot fully compensate the Company for violation of this Agreement and the Company shall be entitled to injunctive relief to prevent a violation or threatened violation thereof, without posting a bond or proving actual damages.

3. Modification. Subject Party acknowledges and agrees that the terms and provisions of this Agreement are reasonable in scope and duration and agrees not to challenge the reasonableness or enforceability of this Agreement in any proceeding to enforce the terms hereof. Notwithstanding the foregoing, if any term, restriction, covenant or promise contained herein is found to be unreasonable and/or unenforceable by a court or arbitrator of competent jurisdiction such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such court or arbitrator.

4. Assignment. The Company may assign this Agreement to any successor in interest to the Company by way of a merger, consolidation, sale of all or any substantial portion of the assets of the Company, or otherwise, in each case without the consent of the Subject Party. In the event of such an assignment, the assignee shall receive the benefit of this Agreement and shall succeed to all of the rights of the Company hereunder.

5. No Waiver. The waiver by Company of any failure on the part of Subject Party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future continuing failure or failures.

6. Modification. This Agreement may only be modified by a written agreement signed by all parties.

7. Governing Law; Venue. The Agreement shall be governed by the laws of the State of New York. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under or relating to this Agreement shall be in the state or federal courts of the State of New York.

8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all agreements and understandings between the parties concerning the subject matter.

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

COMMUNITY BROADCASTERS, LLC

By: _____

Name: James L. Leven

Title: President and Chief Executive Officer

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