

NONCOMPETITION AGREEMENT

This Noncompetition Agreement (this “Agreement”), is made and entered into this ___ day of _____, 20__, by and between **MICHAEL P. FLYNN** (collectively the “FLYNN”), **WCSR, INC.**, a Michigan limited liability company (“WCSR”), and **MCKIBBIN MEDIA GROUP, INC.**, a Michigan corporation (“PURCHASER”).

RECITALS

WHEREAS, FLYNN has been an officer and shareholder of WCSR, and his participation in this Agreement was necessary to induce PURCHASER to enter into an Asset Purchase Agreement and related agreements to acquire assets of WCSR (“Transaction Documents”).

WHEREAS, on the same date herewith, PURCHASER has acquired assets of WCSR pursuant to the terms of the Transaction Documents.

WHEREAS, for many years WCSR has operated the following radio stations in Hillsdale County, Michigan (collectively the “Stations”):

- 1340 WCSR (AM), Hillsdale, MI (Facility No.71299);
- 92.1 WCSR (FM), Hillsdale, MI (Facility No. 71298); and
- 99.5 FM Translator W258DE, Hillsdale, MI (Facility No. 200569)

WHEREAS, FLYNN through his long involvement with the operations of WCSR, is intimately familiar with the operating, marketing and technical practices, procedures and policies of such business, and accordingly has the know-how and ability to effectively enter competition with the PURCHASER, which competition would be

extremely detrimental to the value of the assets purchased from WCSR by PURCHASER.

WHEREAS, considering FLYNN'S knowledge and experience with the operations of WCSR, PURCHASER deems it essential to its acquisition of the assets that both FLYNN and WCSR agree to refrain from engaging in any business which would compete with PURCHASER on the terms and conditions set forth herein.

WHEREAS, FLYNN and WCSR are willing to enter into such agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, PURCHASER, FLYNN, and WCSR, agree as follows:

1. Covenants. FLYNN and WCSR covenant and agree to perform and abide by the following covenants, except as provided in Section 1(B) below, for a period of five (5) years from the date of this Agreement:

A. Covenant Not To Compete. FLYNN and WCSR will have no investment, involvement, or other connection whatsoever, directly or indirectly, with any corporation, partnership, proprietorship, individual, or other business entity that operates a radio station located within the Restricted Area or a radio station located outside the Restricted Area but which broadcasts a city grade signal (as defined by the Federal Communications Commission) within in any part of the Restricted Area ("Competitive Business"). Without limiting the generality of the foregoing, FLYNN and WCSR agree that they will not be or become a shareholder, member, partner, or other investor in, nor an officer, employee, consultant, adviser, or director of, nor a sales or other agent

(whether independent or otherwise) or distributor for, a Competitive Business in any part of the Restricted Area. In this Agreement, "Restricted Area" means anywhere in Hillsdale County, State of Michigan.

B. Exclusions: Nothing contained in this Agreement shall prohibit FLYNN or WCSR from:

1. Acquiring not more than one percent (1%) of the outstanding shares of any equity security of a Competitive Business listed on the New York or American Stock Exchanges or whose stock is regularly traded in any over the counter market.
2. Accepting employment or consulting with a division or subsidiary of a Competitive Business listed on the New York or American Stock Exchanges or whose parent's stock is regularly traded in any over the counter market, **provided** such employment or consulting is not with the Competitive Business' division or subsidiary which offers the goods and services described in paragraph (A)(1).
3. Accepting employment with and/or providing consulting services to PURCHASER.

C. Diversion of Business/Employees: FLYNN and WCSR further agree that they shall not, either for themselves or on behalf of a Competitive Business, directly or indirectly, (1) divert or attempt to divert any business from the PURCHASER which was previously performed by WCSR, (2) solicit any current or past customer of WCSR or attempt to influence any

past, present, or potential customer of WCSR to divert business from PURCHASER; or (3) solicit or encourage any employee of PURCHASER to leave his/her employment with PURCHASER; or (4) encourage any employee of PURCHASER, or former employee of WCSR, to accept employment with a Competitive Business.

D. Confidential Information. FLYNN and WCSR further covenant and agree that they shall not, from the date of this Agreement, and forever afterward, without the prior written approval of the President of the PURCHASER, use or disclose to any person, firm, corporation or other entity any proprietary, secret or confidential information of the PURCHASER (including any such information acquired by PURCHASER from WCSR), including, but not limited to customer names, sales and marketing information, pricing information, and business and trade secrets, but excluding information within the public domain or which comes within the public domain in the future through no act or fault of FLYNN, and information which is readily available to a Competitive Business from sources other than FLYNN and/or WCSR.

E. Reasonableness. FLYNN and WCSR have carefully considered the nature and the extent of the restrictions upon them under paragraph 1 (A-D), and the rights and remedies of the PURCHASER contained under paragraph 2, and hereby acknowledge and agree that the same are reasonable in time and territory, are designed to prevent competition which would be unfair to the PURCHASER, do not stifle the inherent skill

and experience of FLYNN and/or WCSR, do not operate as a bar to FLYNN'S sole means of support, are fully required to protect the legitimate interests of the PURCHASER, and are essential to the business of the PURCHASER, its goodwill, and the other benefits contemplated by the Transaction Documents.

If any court of competent jurisdiction shall at any time deem the foregoing time periods too lengthy or the scope of the covenants too broad, the restrictive period shall be deemed to be the longest period permissible by law, and the scope shall be deemed to comprise the largest scope permissible by law under the circumstances. The parties intend to protect and preserve the business and goodwill of WCSR acquired by PURCHASER pursuant to the Transaction Documents. Thus, the parties agree and direct that the period and scope of the foregoing covenants shall be the lesser of the maximum permissible duration or size or the duration or size specified herein.

2. Remedies. In the event of a breach or a threatened breach by FLYNN and/or WCSR of the provisions of paragraph 1 (A-D) of this Agreement, FLYNN and WCSR agree that monetary damages alone would not compensate PURCHASER for a breach of this Agreement and that injunctive relief would be essential to the protection of the PURCHASER and its successors and assigns. FLYNN and WCSR, therefore agree and covenant that in case of any such breach or violation the PURCHASER would be entitled, at law or in equity, to immediate temporary and permanent injunctive relief, without bond, but upon due notice, restraining FLYNN and WCSR from such breach. Additionally, the PURCHASER would be entitled to recover from FLYNN and WCSR, jointly and severally, all expenses and attorney fees incurred in enforcing this Agreement.

3. **Notification of Existence of Agreement.** Upon the PURCHASER's reasonable information and belief that FLYNN or WCSR has or intends to have any connection with a Competitive Business, FLYNN and WCSR agree that the PURCHASER may notify such Competitive Business of the existence and nature of this Agreement and/ or provide a copy of this Agreement to such Competitive Business.

4. **Notice.** When notice is required or permitted by or to any party hereunder such notice will be by personal delivery, by national courier service or by certified mail, return receipt requested, directed to the following:

Michael P. Flynn

WCSR, INC.

Attn: Michael P. Flynn, President

MCKIBBIN MEDIA GROUP, INC.

Attn: Jamie McKibbin, President

3336 N. Dearing Road

Parma, Michigan 49269

Notice will be effective upon personal delivery to an addressee, delivery to an addressee as noted by the signed receipt of a courier service, upon receipt by addressee of a mailed notice, as evidenced by the date on the return receipt, or three (3) days after the date on the official post office receipt, whichever is earlier. Any change of address will be by notice as set forth above.

5. **Headings.** The headings of the sections of this Agreement have been inserted for convenience of reference only and will not restrict or otherwise modify any of the terms of this Agreement.

6. **Severability.** Any provision, or part, of this Agreement that will be found to be contrary to Michigan law or otherwise unenforceable will not affect the remaining terms of this Agreement, which will be construed as if the unenforceable provision, or part, were absent from this Agreement.

7. **Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of the named parties hereto, and to any successors to or assigns of the parties. Nothing in this Agreement, express or implied is intended to confer upon any other person any rights or remedies under or by reason of this Agreement except as expressly indicated herein.

8. **Choice of Law and Venue.** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Michigan. Any action to enforce and/or challenge the terms of this Agreement shall be filed in the Circuit Courts of Jackson County, State of Michigan.

9. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior agreements or negotiations between the parties. No representation, promise, inducement or statement of intention has been made that is not embodied in this Agreement or in the documents referred to in this Agreement and the parties hereto shall not be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

10. Amendment and Waiver. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement, and must be signed by the party against whom enforcement of any such amendment, supplement, or modification is sought. The failure of the PURCHASER at any time to require performance of any provision of this Agreement shall in no manner affect the right of the PURCHASER at a later time to enforce the same. No waiver of any condition or the breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of that condition or the breach of that term or any other term set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have signed this Agreement on the date first set forth above.

Michael P. Flynn, an individual

WCSR, INC.

By: _____
Michael P. Flynn

Its: President

MCKIBBIN MEDIA GROUP, INC.

By: _____
Jamie McKibbin

Its: President