

**NON-COMPETITION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **SEVEN MOUNTAINS MEDIA, LLC**, a Pennsylvania limited liability company ("Seven Mountains") and **SOUTHERN BELLE, LLC**, a Delaware limited liability company ("Licenses, LLC", and sometimes hereinafter referred to collectively with Seven Mountains as "Buyers") and **COLUMBIA BROADCASTING COMPANY**, a Pennsylvania corporation ("CBC"), **COLUMBIA FM, INC.**, a Pennsylvania corporation ("Columbia FM", and sometimes hereinafter referred to collectively with CBC as "Sellers" and sometimes separately as a "Sellers"), and **JOSEPH F. REILLY** ("Sellers' Principal"), and Sellers, Sellers' Principal and Buyers are sometimes hereinafter collectively referred to as the "Parties" or singly as "Party").

W I T N E S S E T H:

WHEREAS, Buyers, pursuant to an Asset Purchase Agreement entered into between Buyers and Sellers (the "APA"), having this date purchased substantially all of the assets of radio broadcast stations, to wit:

- (i) **WHLM(AM), Fac. ID 12465**, licensed to Bloomsburg, Pennsylvania;
- (ii) **WBWX(AM), Fac. ID 27001**, licensed to Berwick, Pennsylvania;
- (iii) **W288CF, Fac. ID. 157251**, licensed to Danville, Pennsylvania;
- (iv) **W282CO, Fac. ID 200944**, licensed to Bloomsburg, Pennsylvania, and rebroadcasts WHLM; and
- (v) **W242CY, Fac. ID 200948**, licensed to Berwick, Pennsylvania, and rebroadcasts WBWX,

(the "CBC Stations"); and

- (vi) **W234BH, Fac. ID. 141502**, licensed to West Hazelton, Pennsylvania, and rebroadcasts WHLM,

(the "Columbia FM Station"), and

from Sellers, desire that Sellers, Sellers' Principal, be prohibited from owning any interest in or participating in the operation of any commercial radio broadcasting station, and/or any business or entity of any nature competing with potential advertising clients of Buyers, located within the Territory for a period of five (5) years;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Territory. The territory (the "Territory") shall be that area within 60 miles of the cities of Bloomsburg, Berwick, Danville and West Hazleton, Pennsylvania; provided, however, the scope of the Territory shall in no event extend beyond the service contours of the Stations being assigned (2.0 mV/m for AM and 1.0 MV/m for FM).

2. Term. The term of this Agreement shall be for a period of five (5) years from its date ("Term").

3. Noncompetition Covenant.

(a) As a material inducement to Buyers to purchase substantially all of the assets of radio broadcast stations WHLM(AM), Fac. ID. 12465, WBWX(AM), Fac. ID 27001, W288CF (Fac. ID. 157251), W282CO, (Fac. ID. 200944), W242CY, Fac. ID 200948 and W234BH, Fac. ID. 141502, each Seller and also Sellers' Principal covenant and agree that during the Term neither will, directly or indirectly, engage in the following conduct within the Territory:

(1) Participate in any activity involved in the ownership or operation (except for on-air "voiceover work") of any radio station, or other business or entity that would compete for potential advertising clients of Buyers; and

(2) Take any action that interferes with or is not in the best interests of the business (including prospects for) of Buyers.

(b) As used herein, participate means lending money or one's name to, acting as a consultant or advisor to, providing credit for, guaranteeing the debt of or providing material assistance to, being employed by or acquiring any direct or indirect interest in any business or enterprise, whether as a stockholder, partner, venturer, lender, officer, director, employee (except for on-air "voiceover work") or otherwise in any other capacity as principal or agent or through any other person or entity acting as nominee or agent, or by any other means.

(c) Notwithstanding the foregoing, Seller's and Seller's Principal shall not be prohibited from leasing space to third parties on its radio broadcast tower on which the FM translator W234BH (94.7Mhz), West Hazelton, Pennsylvania is located; and

(d) Seller's Principal reserves the right to and shall not be restricted from providing "voiceover work" to third parties from his home studio on a contract basis, or from on-air voiceover work performed for any third party during the term of this Agreement.

4. Additional Covenant. In addition during the Term, Sellers and/or Sellers' Principal will not directly or indirectly (whether as partner or venturer, stockholder, or in any other capacity as principal or agent or through any person, corporation, partnership, entity or employee acting as nominee or agent), employ any person who was an employee of Sellers during the twelve (12) month period prior to the Closing Date; and

5. Consideration. As consideration for Sellers and Sellers' Principal entering into this Agreement, TWENTY FIVE THOUSAND (\$25,000) DOLLARS of the Purchase Price paid by Buyers for the Stations shall be allocated as consideration paid to Sellers and Sellers' Principal for their covenants herein contained.

6. Confidential Information. Without the prior written consent of Buyers, Sellers will not at any time, during or after the Term, furnish or make accessible to any person, firm, corporation or other business entity all or any part of any trade secret, technical data, confidential or secret know-how or other information concerning the confidential business practices, methods, processes, equipment or other confidential or secret aspects of the business of Buyers, including specifically that which relates to any of Buyers' Stations, or of any subsidiary or affiliate of Buyers.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and there are no terms other than those contained herein. No modification to this Agreement shall be deemed valid unless in writing and signed by the Party against whom enforcement is sought. No discharge (by means other than performance) of a Party's obligations hereunder shall be deemed valid unless in the form of a writing signed by the Party who is alleged to have discharged the other. No waiver by a Party of any breach by the other Party of any provision or condition of this Agreement shall be deemed a waiver of any other breach.

8. Notices. All notices, demands and requests, required or permitted to be given under the provisions of this Agreement shall be in writing and deemed duly given on the next business day after being deposited with a nationally recognized overnight delivery service for delivery on the next business day or upon personal delivery or three (3) business days after being sent by certified mail, postage prepaid, or when received by facsimile, provided an additional copy is sent by one of the other methods set forth herein addressed as follows:

(a) If to Buyers:

Seven Mountains Media, LLC  
Southern Belle, LLC  
115 W. Main St.  
Frankfort, KY 40601  
Attn: Kristin C. Cantrell  
Telephone: 502-875-1130

(b) If to Sellers or Sellers' Principal:

Columbia Broadcasting Company  
Columbia FM, Inc.  
1109 Market Street  
Bloomsburg, PA 17815  
Attn: Joseph F. Reilly  
Telephone: 570-441-3928

or any such other addresses as the Parties may from time to time supply in writing.

9. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, heirs and assigns, and the Parties hereto may assign their rights and obligations hereunder to another Party or Parties without the approval of the other Party. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties hereto or their permitted assigns any rights, remedy or claim, legal or equitable, under or by reason of this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. Counterparts. This Agreement may be executed in counterparts and each shall be considered an original thereof.

12. Enforceability. To the extent that any part of this Agreement may be invalid, illegal or unenforceable, it is intended that the remaining parts insofar as possible and reasonable shall be effective and enforceable.

13. Acknowledgment by Sellers. Sellers, as evidenced by the execution of this Agreement, hereby expressly acknowledge that the Term, the Territory, and the noncompetition covenant contained in this Agreement are reasonable and reasonably needed for the protection of Buyers.

14. Injunctive Relief. The covenants and obligations of Sellers contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Agreement and specifically Section 3 by Seller will cause irreparable injury to Buyers, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, Buyers will be entitled, in addition to any other remedies that may be available, to an injunction, restraining order or other equitable relief from any court of competent jurisdiction, restraining any violation or threatened violation of any of such terms by Sellers and such other persons as the court orders. The Buyers acknowledge that judicial action, rather than arbitration, is appropriate with respect to the enforcement of the provisions of this Agreement and specifically Section 3. The expenses of any such injunctive proceeding shall be borne by the non-prevailing Party to the proceeding, including, but not limited to, attorneys' fees.

(SIGNATURE PAGE TO FOLLOW)

SIGNATURE PAGE TO NON-COMPETITION AGREEMENT

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date and year first above written.

**SELLERS:**

COLUMBIA BROADCASTING COMPANY

BY: \_\_\_\_\_  
JOSEPH F. REILLY  
AS ITS PRESIDENT

COLUMBIA FM, INC.

BY: \_\_\_\_\_  
JOSEPH F. REILLY  
AS ITS PRESIDENT

**SELLERS' PRINCIPAL:**

BY: \_\_\_\_\_  
JOSEPH F. REILLY

**BUYERS:**

SEVEN MOUNTAINS MEDIA, LLC

BY: \_\_\_\_\_  
KRISTIN C. CANTRELL,  
AS ITS PRESIDENT &  
MANAGER

SOUTHERN BELLE, LLC

BY: \_\_\_\_\_  
KRISTIN C. CANTRELL,  
AS ITS MANAGER