

## EXHIBIT B

### NONCOMPETITION AGREEMENT

This NONCOMPETITION AGREEMENT is dated as of \_\_\_\_\_, by and among Withers Broadcasting Company of Clarksburg, LLC, a West Virginia limited liability company ("Buyer"), and Davis Television Clarksburg, LLC, a Delaware limited liability company ("Seller").

#### R E C I T A L S:

A. Buyer and Seller have entered into an Asset Purchase Agreement dated as of May \_\_, 2007 (the "*Purchase Agreement*"), pursuant to which Buyer agreed to purchase from Seller substantially all of the assets that are used in the operation of television station WVFX, NTSC Channel 46, FCC Facility ID No. 10976, Clarksburg, West Virginia (the "*Station*").

C. The agreement of Seller 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 Seller was a condition to Buyer's obligation to purchase the assets and to pay the Purchase Price.

D. Buyer, as the owner of the Station, desires to preclude Seller 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

Seller covenants and agrees that for a period of two (2) years after the date of this Agreement, neither Seller nor any entity controlled by Seller (an "*Affiliate*") will, without the prior written consent of Buyer, directly or indirectly, own, manage, operate, join, control, or engage or participate in the ownership, management, operation, or control of, or be connected as a shareholder, director, officer, agent, partner, joint venturer, employee, consultant or advisor with, any business or organization any part of which engages in the business of television broadcasting through any television station having or proposing to construct a transmitter site area within a 50 mile radius of the main transmission site of WVFX (the "*Noncompetition Area*"). Notwithstanding the foregoing, none of the following shall be deemed to violate this Agreement:

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

(b) a principal of Seller's employment by or principal of Seller's consulting or advisory relationship with any company that owns or operates television stations in the

Noncompetition Area so long as such employment, consulting or advisory relationship does not relate to such stations; or

(c) a principal of Seller's acquisition of an equity interest in a company that owns or operates television stations in the Noncompetition Area so long as such principal has no involvement in such company's decision to acquire or its ownership or operation of such television stations.

For a period of two (2) years after the date of this Agreement, neither Seller nor its Affiliates shall make any negative or disparaging comments about the Station or Buyer with the intent to harm the reputation of the Station or Buyer with listeners, advertisers, employees, customers or other third parties having business relationships with the Station.

## SECTION 2. ENFORCEABILITY; REMEDIES

2.1 Remedies. Seller agrees that if Seller or any Affiliate engages or threatens to engage in any activity that constitutes a violation 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.

2.2 Reformation. If any of the provisions or covenants contained in this Agreement are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the court making such determination shall have the power to reduce the 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 Headings; Entire Agreement; Amendment. The article, section and subsection headings of this Agreement are for convenience of reference only and will not control or affect the meanings or construction of the provisions of this Agreement. This Agreement, together with the Purchase Agreement, embodies the entire agreement among the Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, among the Parties with respect thereto. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

3.2 Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing

waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

3.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

3.4 Rights Cumulative. Except as set forth herein, all rights, powers, privileges and remedies herein given to the parties hereto are cumulative and not alternative, and are not exclusive of any rights, powers, privileges or remedies which the parties may have at law or by statute under this Agreement or otherwise.

3.5 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of West Virginia applicable to contracts made and to be performed therein.

3.6 Third Party Rights. Nothing in this Agreement (including the Schedules attached hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to, this Agreement.

3.7 Force Majeure. If an event such as a strike, labor dispute, fire, flood or other act of God, war, public disaster, or other reason completely beyond the cause or control of Seller or Buyer prevents such party or its personnel from performing tasks which they are required to perform under this Agreement, then such failure will not be a breach of this Agreement and such Party shall be excused from such performance during that time.

3.8. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other party, or when sent by telecopy or facsimile machine to the number shown below, or when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of telecopier number:

If to Buyer:                    Mr. W. Russell Withers, Jr.  
   Withers Broadcasting Company  
   Of West Virginia  
   3501 Broadway  
   Mount Vernon, IL 62864  
   Telecopier: 618-242-2490

with a copy to:                Dennis J. Kelly, Esq.  
   Law Office of Dennis J. Kelly  
   Post Office Box 41177  
   Washington, DC 20018-0577

Telecopier: 410-626-1794

If to Seller: Mr. Robert Raff  
Davis Television Clarksburg, LLC  
1000 N. 3<sup>rd</sup> Street  
Wausau, WI 54403  
Telecopier: 715-847-1156

with a copy to: Dennis P. Corbett, Esquire  
Leventhal Senter & Lerman PLLC  
2000 K Street, N. W., Suite 600  
Washington, DC 20006-  
Telecopier: 202-293-7783

**IN WITNESS WHEREOF**, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

**WITHERS BROADCASTING COMPANY OF  
WEST VIRGINIA**

By: \_\_\_\_\_  
W. Russell Withers, Jr.  
President

**DAVIS TELEVISION CLARKSBURG, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_