

DRAFT  
DECEMBER 17, 2001

NON-COMPETITION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between MEGAHERTZ RADIO, LLC, ("Buyer"), MILLENIUM BROADCASTING, INC. ("Seller"), and WARREN DIGGINS ("Seller's Shareholder").

W I T N E S S E T H:

WHEREAS, Buyer is the owner and operator of radio station WWZB-FM, licensed to Huntingdon, Pennsylvania (the "Station"), having acquired the Station this date from Seller; and

WHEREAS, Buyer desires that Seller and Seller's Shareholder be prohibited from owning any interest in any commercial radio broadcasting station located within certain areas for a period of six (6) years;

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

1. Territory. The territory shall be the 1.0 mV/m contour for the Station.

2. Term. The term of this Agreement shall be for a period of six (6) years from its date ("Term").

3. Noncompetition Covenant.

(a) As a material inducement to Buyer to purchase the Station and pay Seller and Seller's Shareholder the amounts provided for herein, Seller and Seller's Shareholder 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 of any radio station; or
- (2) Solicit the business of any customer of the Station or Buyer or any entity or person whose business Buyer has solicited or plans to solicit; or
- (3) Hire, attempt to hire or assist any other person or entity in hiring or attempting to hire any employee of Buyer or any person who was an employee of the Station during the one (1) year period immediately prior to the execution of this Agreement; or
- (4) Induce or attempt to induce any person to terminate or leave employment with Buyer for any reason; or

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

(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 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) For purposes of this paragraph 2, "Buyer" shall refer to PA, LLC and any direct or indirect subsidiary or affiliate thereof.

4. Station's Employees. In addition, Seller and Seller's Shareholder 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 or induce or attempt to induce any person to terminate employment with the Buyer, who, on the date hereof is an employee of the Seller and who at any time during the term of

this Agreement, becomes an employee of the Buyer; provided, that this restriction shall not apply to any person whose engagement is terminated by the Buyer for any reason, nor to any person who, having been employed by the Buyer for twelve (12) months or more, voluntarily terminates such employment. The restrictive provisions of this Agreement shall not prohibit Seller or Seller's Shareholder from having an equity interest in the securities of any corporation engaged in any business and which is listed on a recognized Securities Exchange or traded in the over-the-counter market to the extent that such interest does not exceed one percent (1%) of such corporation and does not constitute control of such corporation.

5. Consideration. As consideration for Seller and Seller's Shareholder entering into this Agreement, Buyer shall pay to Seller the sum of \$1.00 and to Seller's Shareholder the aggregate sum of One Hundred Twenty Thousand (\$120,000) Dollars, payable Twenty Thousand (\$20,000.00) Dollars annually for a period of six (6) years, commencing on the first anniversary of the date of this Agreement.

6. Confidential Information. Without the prior written consent of Buyer, Seller and Seller's Shareholder 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 Buyer, including specifically that which relates to the Station, or of any subsidiary or affiliate of Buyer.

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:

8.1 If to Seller:

Millenium Broadcasting, Inc.  
1418 East 3<sup>rd</sup> Street  
Williamsport, PA 17701  
Attn: Warren Diggins  
Telephone: (570) 322-7070  
Fax: (570) 322-8850

8.2 If to Buyers:

Megahertz Radio, LLC  
c/o Robert F. Wright, Jr.  
First Union Bank Building  
699 Broad Street, 15th Floor  
Augusta, GA 30901  
Telephone: (706) 722-7542  
Fax: (706) 724-7776

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 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. Acknowledgement by Seller and Seller's Shareholder. Seller and Seller's Shareholder, as evidenced by the execution by each of this Agreement, hereby expressly acknowledge that the Term, the area covered, and the noncompetition covenant contained in this Agreement are reasonable and reasonably needed for the protection of Buyer.

14. Injunctive Relief. The covenants and obligations of Seller and Seller's Shareholder 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

such Section will cause irreparable injury to Buyer, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, Buyer 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 Consultant and such other persons as the court orders.

The parties acknowledge and agree that judicial action, rather than arbitration, is appropriate with respect to the enforcement of the provisions of Section 2. 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.

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

MEGAHERTZ RADIO, LLC

BY: \_\_\_\_\_  
AS ITS

MILLENNIUM BROADCASTING, INC.

BY:  
\_\_\_\_\_

AS ITS

—  
SHAREHOLDER

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WARREN            DIGGINS ,            SELLER ' S