

CONSULTING AND NON-COMPETE AGREEMENT

THIS CONSULTING AND NON-COMPETE AGREEMENT (hereinafter referred to as the “**Agreement**”) is entered into as of the ____ day of June, 2019, by and between Backyard Broadcasting of Pennsylvania, LLC, a Pennsylvania limited liability company (“**Buyer**”) and Daniel J. Farr, an individual (“**Farr**”).

WITNESSETH:

WHEREAS, Farr indirectly owns certain equity interests in the Seller (as defined below), which Seller owns and/or has certain rights in certain assets used in the operation of the Stations (as defined below), and in connection therewith, Farr has valuable knowledge concerning the business operations (“**Stations’ Business**”) of radio stations (1) WILQ-FM, Williamsport, Pennsylvania (Channel 286B, 105.1 MHz) FIN #52192; (2) WZXR-FM, South Williamsport, Pennsylvania (Channel 257A, 99.3 MHz) FIN #61180; (3) WBZD-FM, Muncy, Pennsylvania (Channel 227B1, 93.3 MHz) FIN #72793; (4) WWPA-AM, Williamsport, Pennsylvania (1340 kHz) FIN #58315; (5) WLMY-FM, Williamsport, Pennsylvania (Channel 300A, 107.9 MHz) FIN #3633; (6) WCXR-FM, Lewisburg, Pennsylvania (Channel 279A, 103.7 MHz) FIN #15187; and (7) W267BJ, Williamsport, Pennsylvania (FM Translator, 101.3 MHz) FIN #106674 (individually, a “**Station**”; collectively, the “**Stations**”) and the Stations’ markets; and

WHEREAS, Backyard Broadcasting PA, LLC, a Pennsylvania limited liability company (“**Seller**”), has entered into an Asset Purchase Agreement with Buyer (the “**APA**”), pursuant to which Seller has agreed, on the terms and subject to the conditions set forth in the APA, to sell substantially all the assets of Seller that are owned and used or held for use in connection with the operation of the Stations to Buyer (the transactions referred to in this paragraph shall be referred to herein as the “**Asset Transaction**”); and

WHEREAS, because of his knowledge of the Stations’ Business, and the goodwill developed, Farr has been required by Buyer, as an inducement to Buyer to consummate the Asset Transaction, to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the consideration due to Seller with respect to the Asset Transaction and the indirect benefits resulting therefrom to be received by Farr in his capacity as an indirect equity holder of the Seller, and the mutual promises of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Consultation Services. Farr agrees to provide to Buyer, without cost to Buyer, consultation services relating to the Stations’ Business not exceeding (i) three (3) hours per week during each of the first four (4) weeks following the date hereof, and (ii) thirty (30) minutes per month during each of the following eleven (11) months. Such consultation services may include, without limitation, providing advice and guidance regarding programming, marketing strategies, employee relations, community relations, promotions, events and relationships with present and prospective advertisers. Buyer acknowledges that Farr may provide all such consultation services

telephonically. Buyer shall pay Farr at a rate of \$50.00 per hour for any consultation services requested of him in excess of the limits set forth in this Section 1.

2. Restrictive Covenants. For a period of three (3) years following the date hereof, Farr shall not, without the prior written consent of Buyer:

a. Directly or indirectly own, manage, operate, join, control, or participate in the ownership, management, operation, or control of any business operating or involved in any commercial radio broadcast station, radio translator, or radio rep firm or any related internet connectivity firm operating in or located within a 100 mile radius of the main post office located in Williamsport, Pennsylvania (the "Restricted Area") (provided, however, that the Restricted Area shall not extend beyond the service contours of the Stations (i.e., 2.0 mV/m for FM Stations and 1.0 mV/m for FM Stations));

b. Directly or indirectly solicit or agree to obtain the business of any present supplier or customer of the Stations or any supplier or customer of the Stations during the twelve (12) month period immediately preceding the date hereof, for any business in competition with the Stations' Business as continued by Buyer in the Restricted Area; or

c. Directly or indirectly request or advise any present or future supplier or customer of the Stations' Business actually known to Farr to be a supplier or customer of the Stations' Business, to withdraw, curtail, or cancel its business with Buyer, its successors, and assigns.

3. Direct or Indirect Competition. For the purposes of this Agreement, the meaning of the words "directly or indirectly" in Section 2 above shall include (a) acting as an employee, agent, representative, consultant, or independent contractor of any person, entity, or enterprise that engages in activity prohibited in Section 2; (b) participating in any entity or enterprise that engages in an activity prohibited in Section 2 as an owner, partner, limited partner, joint venturer, creditor, or stockholder (except as a stockholder holding less than five percent (5%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market); or (c) communicating any of the following to any person, entity, or enterprise in competition with the Stations' Business as continued by Buyer in the Restricted Area, unless such communication is required by law, rule, regulation, governmental request, or legal process, in which case Farr will give Buyer as much advance notice as reasonably possible prior to the required communication: any Station or Buyer customer list, any information about a requirement of Buyer's or a Station's customer, any term of a contract with Buyer's or a Station's customer, any pricing or any material or production cost of an item produced or service provided by Buyer or the Stations, any terms of employment or compensation of any employee of Buyer, or any marketing, strategic planning, financial, capitalization, trade secret or proprietary information of Buyer or the Stations (the "**Confidential Information**"). Such Confidential Information shall not include any information that becomes publicly known through no breach of this Agreement.

4. Confidential Data. For a period of three (3) years following the date hereof, Farr will keep confidential and will not directly or indirectly divulge to anyone (other than as required by law, rule, regulation, governmental request, or legal process, in which case Farr will give Buyer as much advance notice as reasonably possible prior to the required disclosure) nor use or

otherwise appropriate for the benefit of any person, entity, or enterprise other than Buyer, any Confidential Information. The prohibitions against disclosure of the Confidential Information provided for in this Agreement are in addition to, and not in lieu of, any rights or remedies that Buyer may have available pursuant to the laws of any jurisdiction or at common law to prevent the disclosure of trade secrets, and the enforcement by Buyer of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that it may possess in law or equity absent this Agreement.

5. Employees. For a period of three (3) years following the date hereof, Farr will not hire, solicit, take away, or attempt to hire, solicit, or take away any Station Employee (as defined in the APA) who is hired by, and not thereafter terminated by, Buyer, without the prior written consent of Buyer, which consent may be granted or withheld by Buyer in its sole discretion.

6. Relief. Buyer shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach. Farr agrees to indemnify, defend, and hold Buyer harmless from and against and with respect to, and shall reimburse Buyer for, all demands, claims, causes of action, suits, proceedings, losses, damages, installments, liabilities, costs, and expenses, including reasonable attorneys' fees and costs resulting from the non-fulfillment by Farr of any covenant required to be performed by Farr that is contained in this Agreement. The duration of the covenants hereunder shall be extended by the period equal to the period Farr is in breach of this Agreement

7. Severability. In the event that any provision of this Agreement or any word, phrase, clause, sentence, or other portion hereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as so modified legal and enforceable to the fullest extent permitted under applicable law.

8. Successors and Assigns. The covenants, terms, and provisions set forth herein shall inure to the benefit of and be enforceable by Buyer, its successors, and assigns.

9. Integrated Agreement. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties, or representations relating to such subject matter among the parties other than those set forth herein or herein provided for.

10. Counterparts. This Agreement may be executed in counterparts, each of which will take effect as an original and each of which together shall evidence one and the same agreement.

11. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. Definitions. Any capitalized terms not defined herein shall be given the same definition given such term in the APA.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

BACKYARD BROADCASTING OF
PENNSYLVANIA, LLC

By: _____
Name:
Title:

FARR:

Daniel J. Farr