

## EXHIBIT I

### NON-COMPETE/NON-SOLICITATION AGREEMENT

**THIS NON-COMPETE/NON-SOLICITATION AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and among NVT Savannah, LLC, NVT Savannah Licensee, LLC, each a Delaware limited liability company (individually, a "Buyer Party," and collectively, the "Buyer Parties"), Piedmont Television Holdings LLC, a Delaware limited liability company ("Holdings"), Piedmont Television of Savannah LLC, a Delaware limited liability company ("Savannah"), and Piedmont Television of Savannah Licensee LLC, a Delaware limited liability company ("Savannah License Sub," collectively, with Holdings, and Savannah, the "Piedmont Parties" and each individually, a "Piedmont Party").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2007 (the "Purchase Agreement"), by and among NVT Savannah, LLC (which has assigned all of its right, title and interest in, to and under the Purchase Agreement relating solely to the Station Licenses to NVT Savannah Licensee, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Asset Purchase Agreement, dated as of the date hereof, by and between the Buyer Parties) and the Piedmont Parties, the Buyer Parties have agreed to purchase certain assets and assume certain obligations and liabilities of Sellers related to the Station, including the Station Licenses; and

**WHEREAS**, it is an express condition to the Buyer Parties' obligation to purchase the Assets that the Piedmont Parties enter into this Agreement for the benefit of the Buyer Parties, and the Piedmont Parties desire to induce the execution and delivery of the Purchase Agreement and the consummation of the transactions thereunder by the Buyer Parties.

**NOW, THEREFORE**, pursuant to the Purchase Agreement, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

1. Definitions. Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the Purchase Agreement.

2. Covenant Not to Compete. During a period of three (3) years following the Closing Date, each Piedmont Party will not compete, and will cause any entity directly or indirectly controlling, controlled by or under common control with it not to compete with the Station, in any television business that competes with the Station through the direct or indirect ownership, operation or management of, or direct or indirect participation in any manner in the revenues, profits or control of any such business that sells advertising or operates a television broadcast operation (each a "Competitive Business") operating anywhere within the geographic areas set forth on Attachment A attached hereto (the "Geographic Area"), including, without limitation, (a) participation as a stockholder, member, or a partner of, or having any direct or indirect financial interest in, any enterprise which engages in a Competitive Business within the Geographic Area, or (b) participation as a manager, agent, representative, or consultant in, or

rendering of any services to, any enterprise in which its responsibilities are related to a Competitive Business; provided, however, that this Agreement shall not limit a Piedmont Party's ability (or the ability of any entity, directly or indirectly controlling, controlled by or under common control with it) to own not more than three percent (3%) of the outstanding stock of any class of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market.

3. No Solicitation of Advertisers or Employees. During a period of five (5) years following the Closing Date, neither a Piedmont Party nor any entity directly or indirectly controlling, controlled by or under common control with such Piedmont Party shall, directly or indirectly: (i) solicit or accept any advertising to be broadcast or otherwise distributed in the Geographic Area from any person, firm or business which is or was an advertiser on the Station within the two year period prior to the Closing Date; (ii) request or advise any present or future advertiser on the Station to withdraw, curtail, reduce or cancel its advertising with the Station; or (iii) solicit, induce, hire or encourage, directly or indirectly, any employee of the Station to end his/her employment with the Station, provided that use of employee recruiting firms or general advertisements in the media in each case not specifically directed at the employees shall not be prohibited by this Section 3, it being understood that nothing herein shall prohibit the hiring of employees who are no longer employed by the Buyer Parties or any of their affiliates, who respond to general advertisements not directed at the employees, or who are contacted by employee recruiting firms not targeting the employees.

4. Confidential Information. During a period of five (5) years following the Closing Date, each Piedmont Party agrees not to use or disclose any confidential Station information, including without limitation, client lists, rate cards, marketing, programming or sales information or plans other than any such information that (i) is generally available to or known by the public immediately prior to the time of disclosure (except through the actions or inaction of the Person to whom disclosure has been made by or on behalf of such party), (ii) has been acquired or developed independent from such party and which is not subject to confidentiality restrictions, (iii) enters the public domain through lawful means or (iv) is required by law to be disclosed.

5. Specific Performance. Each of the Piedmont Parties agrees that a breach by any Piedmont Party of this Agreement would result in irreparable harm and injury to the Buyer Parties for which damages would be an inadequate remedy, and that the Buyer Parties shall be entitled, as a matter of right, without limitation of any other remedy available to it for a breach or violation of the provisions of this Agreement, to injunctive relief in any court of competent jurisdiction, it being intended that all rights and remedies of the parties under this Agreement and the Purchase Agreement are cumulative and nonexclusive of such other right or remedy.

6. Waiver. No waiver of a breach of, or of a default under, any provisions of this Agreement, or failure to enforce any right or privilege hereunder, shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement or as a waiver of any of such provisions, rights or privileges hereunder.

7. Benefit. This Agreement is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties other than to the party to whom such liability is owed.

8. Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the Buyer Parties or the Piedmont Parties contained in the Purchase Agreement.

9. Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Delaware, without regard to the conflict of law principles thereof.

10. 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 as permitted hereunder; provided, that: (i) no Piedmont Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Buyer Parties, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect; (ii) any Buyer Party may, without consent of the Piedmont Parties, assign this Agreement to any entity in which more than fifty percent of the equity interest is owned directly or indirectly by any Buyer Party; and (iii) any Buyer Party or its assignee may, without consent of the Piedmont Parties, assign this Agreement, including the non-competition covenant contained herein, to any party which acquires the Station with which this Agreement or the Buyer Party (or its assignee) is associated. No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission shall be deemed an original for all intents and purposes.

12. Acknowledgement. The Piedmont Parties acknowledge and agree that the covenants and agreements contained herein are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of such covenants or agreements, or any part thereof, are invalid or unenforceable, the remainder of such covenants or agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions. In the event any court determines that any of the covenants and agreements contained herein, or any part thereof, are unenforceable because of the duration or geographical scope of such provision, such court shall have the power to reduce the duration or scope of such provision(s), as the case may be, and, in its reduced form, such provision shall then be enforceable.

13. Notices. Notices hereunder shall be sent in accordance with Section 14.4 of the Purchase Agreement.

14. Portfolio Companies. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2 and 3 of this Agreement shall not apply to the current limited liability company members of Holdings that are private equity firms or funds (or similar entities) or any of their portfolio companies (other than the Piedmont Companies) or their affiliates or successor funds in connection with investments made in the ordinary course of the business of such funds.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

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

**BUYER PARTIES:**

**NVT SAVANNAH, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NVT SAVANNAH LICENSEE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PIEDMONT PARTIES:**

**PIEDMONT TELEVISION HOLDINGS LLC**

By: \_\_\_\_\_  
Paul Brissette, President and CEO

**PIEDMONT TELEVISION OF SAVANNAH LLC**

By: \_\_\_\_\_  
Paul Brissette, President and CEO

**PIEDMONT TELEVISION OF SAVANNAH  
LICENSE LLC**

By: \_\_\_\_\_  
Paul Brissette, President and CEO

**ATTACHMENT A**  
**GEOGRAPHIC AREA**

Savannah, Georgia Designated Market Area (as defined by A.C. Nielsen & Co. or its successor)