

EXHIBIT B

NONCOMPETITION, NONSOLICITATION AND CONFIDENTIALITY AGREEMENT

This NONCOMPETITION, NONSOLICITATION AND CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of _____, 2003, by and between MAX MEDIA OF PENNSYLVANIA LLC, a Virginia limited liability company ("Buyer"), SUNAIR COMMUNICATIONS, INC., a _____ corporation ("Sunair"), RADIO FRIENDZ, INC., a _____ corporation ("Radio Friendz"), and B-98 BROADCASTING, INC., a _____ corporation ("B-98" and collectively, with Sunair and Radio Friendz, the "Sellers"), and DAVE BERNSTEIN and SUSAN A. BERNSTEIN (collectively, the "Owners").

RECITALS

A. The Sellers and Buyer have entered into an Asset Purchase Agreement, dated _____, 2003 (the "Purchase Agreement") pursuant to which Buyer will acquire substantially all the assets owned or leased by the Sellers and used or useful in their collective radio broadcast business (the "Business"), based in part on the understanding that the Sellers and the Owners would not compete in the Prohibited Business (as hereinafter defined) after the acquisition of such assets for the period of time stated herein.

B. The Owners collectively are the principal shareholders of each of the Sellers. Thus, the Owners will benefit from the sale by the Sellers.

C. The parties acknowledge that the Prohibited Business is highly competitive and that if the Owners or the Sellers were to compete in the Prohibited Business after the consummation of Buyer's acquisition of the assets acquired pursuant to the Purchase Agreement, then Buyer would suffer irreparable harm.

D. The Owners and the Sellers are entering into this Agreement and are willing to abide by the restrictive covenants contained herein to induce Buyer to execute and consummate the transactions contemplated by the Purchase Agreement.

E. The principal places of business for Sellers are in the cities of Selinsgrove, Elizabethville, Riverside, Mifflinburg and Bloomsburg, Pennsylvania and the counties adjacent to such cities (collectively, the "Restricted Areas").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained and contained in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I
CONSIDERATION FOR THE SELLERS' AND OWNERS' COVENANTS

For and in consideration of the covenants set forth in Sections 2.01, 2.02 and 2.03 below, simultaneously with the execution and delivery of this Agreement and as an inducement to the Sellers and the Owners to enter into this Agreement, Buyer has paid the Sellers the consideration set forth in the Purchase Agreement.

ARTICLE II
THE SELLERS' AND OWNERS' COVENANTS; SEVERABILITY; REMEDIES

2.01 Covenant Not to Compete.

(a) Each Seller agrees that for a period of three years from the date of this Agreement (“Restrictive Period”), it will not engage or participate, directly or indirectly, either as principal, agent, employee, employer, consultant, stockholder, member, director, officer, partner, lender, investor, guarantor or in any other capacity whatsoever, in the conduct or management of, or own any stock or other proprietary interest in, any business or enterprise which operates a radio broadcast station licensed to a community within the Restricted Areas (the “Prohibited Business”), unless such Seller shall have obtained the prior written consent thereto of Buyer, which may be granted or withheld in Buyer’s sole discretion. The ownership of 1% or less of the common stock of a company traded on a national securities market which is engaged in the Prohibited Business shall not be a violation of this Section 2.01(a).

(b) Each Owner agrees that during the Restrictive Period, he or she will not engage or participate, directly or indirectly, either as principal, agent, employee, employer, consultant, stockholder, member, director, officer, partner, lender, investor, guarantor or in any other individual or representative capacity whatsoever, in the conduct or management of, or own any stock or other proprietary interest in, any business or enterprise which engages in the Prohibited Business, unless such Owner shall have obtained the prior written consent thereto of Buyer, which may be granted or withheld in Buyer’s sole discretion. The ownership of 1% or less of the common stock of a company traded on a national securities market which is engaged in the Prohibited Business shall not be a violation of this Section 2.01(b).

2.02 Additional Restricted Conduct. Each Seller and each Owner further agree that for a period of 24 months following the Closing, it, he or she will not:

(a) directly or indirectly, solicit, raid, entice or induce any employee of Buyer to leave the employ of Buyer or otherwise attempt to retain or obtain, directly or indirectly, the services of any such employee, unless such services do not compete with Buyer or interfere with such employee’s work for Buyer; or

(b) directly or indirectly, solicit for business, deal with, or otherwise transact business with any Person, or entice or induce any Person to stop conducting business with Buyer, who or which on the date hereof is, or within the previous six months was, a customer of or advertiser with the Business, or at any time during the Restrictive Period

hereunder shall be, a customer of or advertiser with Buyer. Notwithstanding the foregoing, the Sellers and Owners may solicit, deal with and otherwise transact business with any such customer or advertiser, *provided* it is not for the purpose of participating in the Prohibited Business.

2.03 Confidentiality of Trade Secrets and Other Materials.

(a) Confidentiality. Each Seller and each Owner and its, his or her Affiliates shall regard and preserve as confidential all Trade Secrets (defined below) and other Confidential Information (defined below) pertaining to the Business or otherwise to Buyer that has been or may be obtained by the Sellers or the Owners by reason of its, his or her involvement with the Business. Each Seller and each Owner and its, his or her Affiliates shall not, without written authority from Buyer to do so, use for its, his or her own benefit or purposes, nor disclose to others, any Trade Secrets or other Confidential Information of the Business. Each Seller and each Owner and its, his or her Affiliates shall not take or retain or copy any of the Business' information, customer and advertiser lists, customer or advertiser files or other documents (the "Confidential Information"). Notwithstanding any other provision of this Section 2.03, any Confidential Information or Trade Secrets that the Sellers or the Owners can prove was obtained or obtainable from publicly available sources at the time delivered to the Sellers or the Owners or their Affiliates shall not constitute Confidential Information or Trade Secrets for purposes of this Agreement.

(b) Proprietary Information. Each Seller and each Owner further agree that all know-how, documents, designs, schematics, reports, plans, proposals, marketing and sales plans, customers and advertisers, client files and materials made by either the Sellers or the Owners or that come into such Seller's or Owner's possession by reason of its, his or her involvement in the Business (the "Proprietary Information") are the property of Buyer and shall not be used by it in any way adverse to Buyer's interest. Each Seller and each Owner and its, his or her Affiliates shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without the specific direction or consent of a duly authorized representative of Buyer. During the Restrictive Period, each Seller and each Owner and its, his or her Affiliates shall not publish, release or otherwise make available to any third party any information describing any Trade Secret or other Proprietary Information of the Business without prior written authorization of Buyer.

(c) Trade Secrets. For purposes of this Agreement, the term "Trade Secrets" shall include, but not be limited to, the Business information encompassed in all know-how, plans, designs, schematics, proposals, marketing and sales plans, customers and advertisers, and all concepts or ideas (whether or not conceived by the Sellers or the Owners or other employees or agents of Buyer) that have not previously been publicly released by duly authorized representatives of Buyer.

2.04 Remedies for Breach. The parties recognize and agree that the Sellers' and the Owners' services and knowledge are special, unique and extraordinary character, and that any breach of the covenants and obligations undertaken by the Sellers and the Owners pursuant to this Agreement at any time would result in irreparable damage to Buyer in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Buyer may be entitled, Buyer

shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for such breach of this Agreement (including attorneys' fees and costs), to enforce the specific performance of the terms and conditions of this Agreement by the Sellers or the Owners, or to enjoin any Seller or Owner from performing services for any such other Person.

2.05 Scope of Agreement. For purposes hereof, all references in this Article II to Buyer shall be deemed to include its affiliates, successors and assigns.

ARTICLE III MISCELLANEOUS

3.01 Entire Agreement; Amendment. This Agreement (to the extent any provision hereof is inconsistent with the terms and conditions of any other agreement between Buyer and the Sellers or the Owners) supersedes all other agreements, oral or written, previously made with respect to the subject matter hereof and contain the entire agreement of the parties with respect to the subject matter hereof. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

3.02 Severability. Should any provision hereof be found to be prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction, other provisions shall be substituted so as to provide Buyer, to the fullest extent permitted by applicable law, the benefits intended by this Agreement. Moreover, such a finding shall not affect any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

3.03 Venue. The parties agree that exclusive jurisdiction and venue (subject to proper service of process) for the resolution of all disputes arising in connection with this Agreement will be the state or federal courts for the county in which Harrisburg, Pennsylvania is located.

3.04 Governing Law. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

3.05 Assignments. Buyer shall have the right to assign this Agreement and to delegate all rights, duties and obligations hereunder, to any affiliate, successor-in-interest, assignee who acquires substantially all the assets of Buyer or subsidiary of Buyer. The Sellers and the Owners agree that this Agreement is personal and their rights and interests hereunder may not be assigned, nor may their obligations and duties hereunder be delegated.

3.06 Cumulative Remedies; No Waiver. Each and all of the several rights and remedies provided in this Agreement, or by law or in equity, shall be cumulative, and no one of them shall be exclusive of any other right or remedy, and the exercise of any one of such rights

or remedies shall not be deemed a waiver or, or an election to exercise, any other such right or remedy. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition; not shall any waiver of any default hereunder be construed as a waiver of any other default hereunder.

3.07 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, telecopy or mailed, certified or registered mail with postage prepaid:

a) If to Buyer, to:

Max Media of Pennsylvania LLC
900 Laskin Road
Virginia Beach, Virginia 23451
Telecopy Number: (757) 437- 0034
Attn: A. Eugene Loving, Jr.

with a copy, given in the manner prescribed above, to:

Williams Mullen
A Professional Corporation
222 Central Park Avenue
Suite 1700
Virginia Beach, Virginia 23462
Telecopy Number: (757) 473-0395
Attn: Thomas R. Frantz, Esquire

Or to such other person or address as Buyer shall furnish to the Owners and the Sellers in writing;

b) If to the Sellers or the Owners, to

Dave Bernstein

Telecopy Number: (____) _____

with a copy, given in the manner prescribed above, to:

Edward G. Mihalik, Jr.
22 North Market Street
Selinsgrove, Pennsylvania 17870
Telecopy Number: (540) 374-6917

or to such other person or address as the Sellers or the Owners shall furnish to Buyer in writing.

3.08 Representation by Counsel; Interpretation. Buyer, the Sellers and the Owners each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions and relationships contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Buyer, the Sellers and the Owners.

3.09 Capitalized Terms. Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Noncompetition, Nonsolicitation and Confidentiality Agreement as of the date first written above.

BUYER

MAX MEDIA OF PENNSYLVANIA LLC

By: _____
Its: _____

SELLERS

SUNAIR COMMUNICATIONS, INC.

By: _____
Its: _____

B-98 BROADCASTING, INC.

By: _____
Its: _____

RADIO FRIENDZ, INC.

By: _____
Its: _____

OWNERS

DAVE BERNSTEIN

SUSAN A. BERNSTEIN