

NON-COMPETITION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **GEOS COMMUNICATIONS**, a Pennsylvania general partnership ("Seller"), **KEVIN FITZGERALD** ("Fitzgerald"), **BEN SMITH** ("Smith") and **BETTY S. CURTIN** ("Curtin", and sometimes referred to collectively herein with Fitzgerald and Smith as "Seller's Principal's) on the one hand, and **SEVEN MOUNTAINS MEDIA, LLC**, a Pennsylvania limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller has sold this date to Buyer (and, has transferred to Buyer's affiliate, Southern Belle, LLC, a Delaware limited liability company, certain Federal Communications Commission broadcast licenses) certain radio broadcast assets pursuant to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2018 (the "Agreement") with respect to the following radio broadcast stations, to wit:

- (i) **WVYS (FM)**, licensed to Ridgebury, Pennsylvania; and
- (ii) **W297BG Fac. ID 140305**, licensed to Ulster, Pennsylvania

(the "Stations"); and

WHEREAS, pursuant to the Agreement, Seller, for itself and its general partners, and also Seller's principals, individually, have agreed to certain noncompetition covenants with respect to Buyer;

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

1. Territory. The territory shall be the area within the 1 mV/m of Radio Station WVYS(FM).

2. Term. The term of this Agreement shall be for a period of five (5) years from the date hereof ("Term").

3. Noncompetition Covenant.

(a) As a material inducement to Buyer to purchase the Stations and pay Seller and Seller's Principal the amounts provided for herein, Seller and Seller's Principal covenant and agree that during the Term neither will, directly or indirectly, engage in the following conduct within the Territory:

(i) Participate in any activity involved in the ownership or operation of any radio broadcast station; or

(ii) Solicit the business of any customer of the Stations or Buyer or any entity or person whose business Buyer has solicited or plans to solicit; or

(iii) Hire, attempt to hire or assist any other person or entity in hiring or attempting to hire any employee of Buyer; or

(iv) Induce or attempt to induce any person to terminate or leave employment with Buyer for any reason; or

(v) 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) Notwithstanding the foregoing, the noncompetition covenant of Seller and Seller's Principal shall not apply to any ownership interest in Europa Communications or Fitzgerald and Hawras Partnership.

4. Consideration. As consideration for Seller and Seller's Principal entering into this Agreement, \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars of the Purchase Price set forth in the Agreement shall be considered as paid jointly to Seller and to Seller's Principals.

5. Buyer's Covenant. During the Term and within the Territory Buyer will not recruit for employment at the Stations any employees of Seller.

6. 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.

7. 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:

7.1 If to Seller:

GEOS Communications  
P.O. Box 230  
Dushore, PA 18614  
Attn: Ben Smith  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

7.2 If to Buyers:

Seven Mountains Media, LLC  
115 W. Main Street  
Frankfort, KY 40601  
Attn: Kristin Cantrell  
Telephone: 502-875-1130  
Fax: 502-875-1225

Copy to (which shall not  
constitute notice):

Robert F. Wright, Jr., Esq.  
2604 Commons Blvd.  
Augusta, GA 30909  
Telephone: 706-722-7542  
Fax: 706-724-7776

8. 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.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

10. Counterparts. This Agreement may be executed in counterparts and each shall be considered an original thereof.

11. 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.

12. Acknowledgement by Seller and Seller's Principal. Seller and Seller's Principal, 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.

13. Injunctive Relief. The covenants and obligations of Seller and Seller's Principal 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.

GEOS COMMUNICATIONS

SEVEN MOUNTAINS MEDIA, LLC

BY: \_\_\_\_\_  
KEVIN FIZGERALD, Partner

BY: \_\_\_\_\_  
KRISTIN CANTRELL  
AS ITS PRESIDENT

BY: \_\_\_\_\_  
BEN SMITH, Partner

BY: \_\_\_\_\_  
BETTY S. CURTIN, Partner

SELLER'S PRINCIPALS:

\_\_\_\_\_  
KEVIN FITGERALD

\_\_\_\_\_  
BEN SMITH

\_\_\_\_\_  
BETTY S. CURTIN