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NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this "Agreement"), is dated _____, 2017, among **VMT Media, Inc.**, and **Vincent Trapani** (together "Buyer") and **Livingstone Broadcasting, Inc.**, a New York corporation and **Richard Anderson** (together "Seller").

RECITALS

- A. Seller and Buyer entered into an Asset Purchase Agreement ("APA") dated as of April ___, 2017, whereby Buyer in acquiring certain of Seller's assets;
- B. The Seller is the licensee of Radio Station WLIR-FM, Hampton Bays, New York (FCC Fac# 61089), (the "Station").
- C. Buyer agrees and understands that Seller's President Richard Anderson has significant knowledge and experience in the business, operation and programming of radio stations and holds intellectual property rights to Christian radio format "Hope Radio";
- D. To induce the Seller into entering the APA and as a desire to protect Seller from the risk of competition pertaining to a Christian radio format, the parties hereto are willing to execute this Agreement and to be bound by the provisions hereof;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) (receipt by Seller of which is hereby acknowledged) and the foregoing, the agreements set forth below, the parties, intending to be legally bound hereby, agrees as follows:

1. Non-Competition. Beginning on the date of this Agreement and continuing for three (3) years, the Buyer shall not compete with Seller in the Christian broadcasting radio format. The parties agree that this non-competition area will apply only to the broadcast station being acquired as part of Seller's assets under the APA and that the area of non-competition shall be limited to Suffolk county in New York State. Notwithstanding the forgoing, this Agreement exempts Buyer's Sunday morning religious programing, if any, so long as such programing does not to exceed three (3) hours.
2. Injunctive Relief. Buyer acknowledges that a breach of the covenants contained herein may result in material irreparable injury to Seller for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, Seller shall be entitled to obtain (without the posting of a bond) a temporary restraining order and/or a preliminary or permanent injunction restraining Buyer from engaging in activities prohibited set forth in the Agreement
3. Assignment. Without the written consent of the other party, which consent shall not be unreasonable withheld, neither party shall assign this Agreement or any of the rights hereunder to any other person or entity. This Agreement shall inure to the benefit of the permitted assigns and successors.

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4. Miscellaneous. This Agreement is being made and shall be construed and enforced in accordance with the laws of the State of New York. The parties consent to the jurisdiction of the New York courts in the event of any litigation between the other.

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

BUYER: **VMT Media, Inc.**

By: _____
Name: Vincent Trapani
Title: President

Vincent Trapani

By: _____

SELLER: **Livingstone Broadcasting, Inc.**

By: _____
Name: Richard Anderson
Title: President

Richard Anderson

By: _____