

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2014, by and between **HAYDEN HAMILTON MEDIA STRATEGIES, INC.**, a North Carolina corporation ("Buyer") on the one hand, and **JASON D. CAVE** in his individual capacity, **JOSHUA CAVE** in his individual capacity, and **ELIZABETH CAVE KITE** in her individual capacity (together as individuals the "Covenantors") on the other (each a "Party" and together the "Parties").

W I T N E S S E T H

WHEREAS, Easy Radio, Inc, a Virginia corporation ("Seller") has entered into an Asset Purchase Agreement dated as of _____, 2014, (the "Purchase Agreement") with Buyer for the purchase, subject to prior approval of the Federal Communications Commission, by Buyer of certain assets of Seller, including the operating assets and licenses of radio station WMXH-FM, Luray, Virginia (FCC Facility ID # 12625) and WRAA(AM), Luray, Virginia (FCC Facility ID # 12572) (the "Stations"); and

WHEREAS, each of the Covenantors has been involved in the ownership and operation of Seller as an officer, director, and/or stockholder; and

WHEREAS, Buyer plans to operate the Stations and is desirous of obtaining and Covenantors are willing to enter into a covenant not to compete against Buyer according to the terms set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Covenant. Each Covenantor agrees that for a period of two (2) years from the date hereof, without the prior consent of Buyer, directly or indirectly, for profit or not, he/she shall not (a) own, operate, or acquire an attributable ownership interest as defined by the Rules of the FCC (47 C.F.R. § 73.3555) in a radio broadcast station in any location where such station's service contour would overlap the service contour of either of the Stations (measured by 1 mV/m for WMXH-FM and 2 mV/m for WRAA(AM)), provided, however, that Covenantor may subsequently acquire or maintain attributable ownership interest in a radio station approved, in writing, by Buyer; or (b) own or operate a concert promotion business or engage in concert promotional activities within (i) the Virginia counties of Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, or Warren, or (ii) within the Virginia independent cities and towns of Front Royal, Harrisonburg, Staunton, or Waynesboro. As an exception, the Parties agree that Covenantor may hold a private concert event at any time on the grounds of Shenandoah Woods in the County of Page.

2. Consideration. In return for each Covenantor's agreement not to compete against Buyer as outlined above, Buyer will pay the Covenantors the total sum of **Three Thousand Dollars (\$3,000.00)** at Closing, to be paid as follows:

- One Thousand Dollars (\$1,000.00) paid to Jason D. Cave
- One Thousand Dollars (\$1,000.00) paid to Joshua Cave
- One Thousand Dollars (\$1,000.00) paid to Elizabeth Cave Kite

The term "Closing" as used herein shall have the same meaning as defined in the Purchase Agreement.

3. Enforcement. This Agreement shall be enforceable by either party by suit in a court of equity, by restraining order, injunction, or specific performance, and all parties hereby waive any claim or defense that an adequate remedy at law exists. Any equitable remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy available to any party.

4. Heirs. This Non-Competition Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives.

5. Modification. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

6. Governing Law. All matters affecting the interpretation and performance of this Agreement and the rights of the parties hereto in relation to this Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia (without regard to the choice of law provisions thereof). Any action brought with respect to this Agreement shall be brought exclusively in the state or federal court in Virginia having jurisdiction, and Buyer and Covenantors hereby waive any and all defenses or objections to said venue, including without limitation, forum non-conveniens considerations.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one counterpart.

8. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, addressed as follows:

If to the Covenantors, then to:

Jason D. Cave

Joshua Cave

Elizabeth Cave Kite

If to Buyer, then to:

L. Carrington Thompson
Hayden Hamilton Media Strategies, Inc.
5322 Sport Club Run
Suffolk, VA 23435-4224
Fax: (757) 638-3000
Email: carringtonthompson@hotmail.com

And to (which shall not constitute notice):

Mark J. Prak, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 1800 (Zip 27602)
150 Fayetteville Street
Suite 1600, Wells Fargo Capitol Center
Raleigh, NC 27601
Phone: (919) 839-0300
Fax: (919) 839-0304
mprak@brookspierce.com

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Non-Competition Agreement to be executed as of the date set forth above.

BUYER:

**HAYDEN HAMILTON MEDIA STRATEGIES,
INC.**

By: _____
L. Carrington Thompson
President

COVENANTORS:

Jason D. Cave
(In his individual capacity only)

Joshua Cave
(In his individual capacity only)

Elizabeth Cave Kite
(In her individual capacity only)