

NON-COMPETITION AGREEMENT

AGREEMENT, dated as of _____, 200_, made jointly and severally, by Ionosphere Broadcasting Limited Partnership, a California limited partnership ("Ionosphere") and Mesosphere Broadcasting Limited Partnership, a California limited partnership ("Mesosphere" and together with Ionosphere being hereinafter referred to as "Obligors") on the one hand, and Wilks Broadcast-Fresno LLC, a Delaware limited liability company ("Buyer"), on the other hand.

W I T N E S S E T H:

WHEREAS, pursuant to an Agreement of Purchase and Sale of Assets dated as of November 30, 2004 (the "Purchase Agreement"), among the Obligors, Buyer and Wilks License Company-Fresno LLC, a Delaware limited liability company (capitalized terms used herein and not otherwise defined are used herein with the meanings ascribed thereto in the Purchase Agreement), Buyer has purchased from Obligors, and Obligors have sold to Buyer, the Purchased Assets; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by each of the undersigned is hereby acknowledged, and in order to induce Buyer to purchase the Assets pursuant to the terms of the Purchase Agreement, each Obligor, jointly and severally with the others, on the one hand, and Buyer, on the other hand, hereby undertake and agree as follows:

1. For a period of five (5) years from the date hereof (the "Limited Period"), no Obligor shall or shall permit any person or entity directly or indirectly (alone or together with others) controlling, controlled by, affiliated with or related to, any of the Obligors (collectively the "Obligor Affiliates") to, directly or indirectly (including through ownership, management, operation or control of any other person or entity, or participation in the ownership, management, operation or control of any other person or entity, or by being connected with or having any interest in, as a stockholder, agent, consultant, partner or otherwise, any other person or entity):

(a) own, manage or control, or participate in or ownership or control of, any radio station that broadcasts into any market that is now served by any of the Stations, including, without limitation, the Fresno, California, Woodlake, California, and San Joaquin, California markets; provided that the foregoing shall not prohibit the undersigned from owning in the aggregate less than 1% of any class of securities listed on a national securities exchange or traded publicly in the over-the-counter market; or

(b) without the express prior written consent of Buyer, directly or indirectly employ or retain or attempt to employ or retain or knowingly arrange or solicit to have any other person or entity employ or retain, whether as an employee or consultant, any person who heretofore (during the one-year period ending on the date hereof) has been in the employ of Sellers or Buyer, or who is, on the date hereof or hereafter, in the employ of Buyer.

2. No Obligor will, nor will permit any of the Obligor Affiliates to, during the Limited Period and at all times thereafter, divulge or make available to any person or entity, except as expressly consented to in writing by Buyer, or use, any confidential information or any

documents, files or other papers concerning the business or financial affairs of Buyer and/or the business or assets acquired from Seller, except such disclosure which is otherwise required by applicable law or court order or necessary for tax reporting purposes.

3. In the event that any of the provisions contained herein would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason because of the scope, duration or area of its applicability or for other reasons, unless narrowed by construction, such provision shall for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable (or if such language cannot be drawn narrowly enough, the court making any such determination shall have the power to modify, to the extent necessary to make such provision or provisions enforceable in such jurisdiction, such scope, duration or area or all of them, and such provision shall then be applicable in such modified form). If, notwithstanding the foregoing, any such provision would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions hereof. No narrowed construction, court modification or invalidation of any provision shall affect the construction, validity or enforceability of such provision in any other jurisdiction.

4. The parties recognize that irreparable damage will result in the event that the provisions of Section 1 or 2 hereof shall not be specifically enforced. If any dispute arises concerning action in violation of any such provision, the Obligors agree that an injunction may be issued restraining such action pending determination of such controversy and that no bond or other security shall be required in connection therewith. If any dispute arises concerning the right or obligation of any party hereto, such right or obligation shall be enforceable by a decree of specific performance. Such remedies shall, however, not be exclusive of and shall be in addition to any other remedies which Buyer may have, including injunctive relief and actions for damages.

5. Each of the Obligors represents to Buyer that the enforcement of the restrictions of this Agreement would not be unduly burdensome to such Obligor. The representations and covenants contained in this Agreement on the part of the Obligors shall be construed as ancillary to and independent of any other provision of this Agreement and the Purchase Agreement. If any Obligor violates any covenant contained in this Agreement and Buyer brings a legal action for injunctive or other relief, Buyer shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of any such covenant. Accordingly, the duration of each such covenant of any Obligor shall be deemed to have been extended as if the Limited Period with respect thereto began on the date of entry by a court of competent jurisdiction of a final judgment enforcing such covenant of such Obligor under this Agreement.

6. This Agreement shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon each of the Obligors and their respective heirs, personal representatives, successors and assigns, and may not be modified or terminated orally.

IN WITNESS WHEREOF, the undersigned have executed this Non-Competition Agreement as of the date set forth in the introductory paragraph hereof.

OBLIGORS:

IONOSPHERE BROADCASTING LIMITED
PARTNERSHIP

By: _____

Name:

Title:

MONOSPHERE BROADCASTING LIMITED
PARTNERSHIP

By: _____

Name:

Title:

BUYER:

WILKS BROADCAST-FRESNO LLC

By: _____

Name:

Title: