

SELLER-GROUP AGREEMENT

THIS **SELLER-GROUP AGREEMENT**, dated as of October 1, 2003, by and among **FOREVER OF OHIO, INC.**, a Georgia corporation ("**FOH Inc.**"), **FOREVER OF OHIO, LLC**, a Delaware limited liability company ("**FOH LLC**"), **FOREVER BROADCASTING, LLC**, a Delaware limited liability company ("**FB LLC**" and, together with FOH Inc. and FOH LLC, the "**Sellers**"), the individuals and entities named on the attached **Appendix A** (the "**Related Parties**" and, together with the Sellers, the "**Restricted Parties**"), and **MAVERICK MEDIA OF LIMA LLC**, a Delaware limited liability company (the "**Buyer**" and, together with the Restricted Parties, the "**Parties**").

The Sellers and the Buyer are parties to an Asset Purchase Agreement dated the date hereof (as in effect from time to time, the "**Purchase Agreement**"), pursuant to which the Buyer has agreed to purchase substantially all of the assets of certain radio stations that the Sellers control.

Each capitalized term that is used and not otherwise defined in this Agreement has the meaning that the Purchase Agreement assigns to that term. For the benefit of the Restricted Parties who are not also parties to the Purchase Agreement, a copy of the Purchase Agreement is attached to this Agreement as **Appendix A**.

The Restricted Parties are persons who (or who have significant relationships with persons who) have owned and operated the Stations that the Buyer will acquire, or over which the Buyer will acquire control, pursuant to the Purchase Agreement, and have acquired or have access to particular knowledge regarding the Stations, their methods of operation, their customers, their service areas and other matters that, if used in competition with the Stations would likely be highly injurious to the Stations and to the Buyer. Therefore, in order to prevent the likely injury that would occur to the Buyer if the Restricted Parties competed with the Stations in the manner restricted by this Agreement, and in order to protect the substantial investment in time and resources made, and to be made, by the Buyer with respect to the Purchase Agreement and the Stations, the Restricted Parties have agreed to the restrictions set forth in this Agreement.

Each Restricted Party represents, warrants and agrees that it or he will benefit from the Buyer's entry into the Purchase Agreement and the consummation of the transactions

contemplated by the Purchase Agreement; and acknowledges and agrees that the Buyer would not enter into the Purchase Agreement, or agree to make the acquisitions contemplated by the Purchase Agreement, if the Restricted Parties did not enter into and comply with the provisions of this Agreement.

NOW THEREFORE, in consideration of the premises, and the mutual promises contained herein, and the payment to each Restricted Party of additional consideration in the amount of One Dollar (\$1.00), the receipt and sufficiency of which each Party acknowledges, the Parties, intending to be legally bound, hereby agree as follows:

1. NONCOMPETITION AND SOLICITATION AGREEMENT

(a) Each Restricted Party hereby covenants, promises and agrees that, from the date of this Agreement, it or he will not, and will not cause or permit any of its or his Affiliates to: (i) enter into the employ of or render any services to any Person engaged in any Competitive Business (as that term is defined below), (ii) engage in any Competitive Business for its or his own account, (iii) become associated with or interested in any Competitive Business as an individual, partner, member, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity, (iv) prior to the second (2nd) anniversary of the Closing Date, solicit, employ or retain, or have or cause any other Person to solicit, employ or retain, any person who is employed or retained by a Seller in connection with the operation of any Station on the date of this Agreement or at any time prior to the Closing Date (other than, after the Closing Date, any employee of a Seller to whom the Buyer does not offer employment on the Closing Date or any individual whose employment the Buyer terminates after the Closing), or (v) prior to the second (2nd) anniversary of the Closing Date, solicit, interfere with, or endeavor to entice away from any Station any of its customers or sources of supply.

(b) As used in this Agreement: the term "**Competitive Business**" means the ownership or operation of any radio station within the Lima, Ohio Designated Market Area at any time prior to the second (2nd) anniversary of the Closing Date, whether or not as licensee thereof; a "**Person**" means any individual, corporation, partnership, limited liability company, trust, association, joint venture or any other legal or similar entity or

quasi-entity; and an **“Affiliate”** of a Person means any other Person that controls, is controlled by or is under common control with such first Person.

(c) Nothing in this Section 1 will preclude any Restricted Party from being, or causing or permitting any of its or his Affiliates from being, a holder of common stock of a Person engaged in a Competitive Business if such common stock is traded on a national stock exchange or quoted in the NASDAQ System or in the over-the-counter market and such Restricted Party, together with its or his Affiliates, does not own more than one percent (1%) of the common stock of such Person.

2. ENFORCEMENT.

(a) If any Restricted Party commits a breach, or threatens to commit a breach, of any of the provisions of this Agreement, the Buyer shall have the right to seek an injunction or injunctions to prevent or restrain such breach and to have any of the provisions of this Agreement specifically enforced by any court having jurisdiction, without the necessity of posting a bond, it being acknowledged and agreed by each Restricted Party that any such breach or threatened breach will cause irreparable injury to the Buyer and that money damages will not provide an adequate remedy to the Buyer. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Buyer at law or in equity.

(b) It is the intention of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each state and jurisdiction in which such enforcement is sought, but that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of this Agreement or its enforceability in any other jurisdiction. Accordingly, if any provision of this Agreement is held to be unenforceable because of the scope, duration or area of its applicability, the court or tribunal making such determination shall have the power to modify such scope, duration or area, or all of them, and such provision or provisions shall then be applicable in such modified form.

(c) Without limiting Section 2(b), if one or more of the provisions contained in this Agreement or in any other instrument referred to herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or any other such instrument, and this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

3. NOTICES.

(a) Any notice required or permitted to be given under this Agreement by any Party will be given by certified mail, postage prepaid with return receipt requested, or by USPS Express air service, overnight air courier service or same day delivery service, and addressed as follows:

IF TO A RESTRICTED PARTY:

Carol Logan, President
Forever Broadcasting, Inc.
One Forever Drive
Hollidaysburg, PA 30901
Ph.: (814) 941-9800
Fax: (814) 943-2754

with a copy to:

Robert F. Wright, Esq.
699 Broad Street
Suite 1500
Augusta, GA 30901
Ph.: (706) 722-7541
FAX: (706) 724-7776

IF TO THE BUYER:

Gary S. Rozynek, President/CEO,
Maverick Media III LLC
136 Main Street, #202
Westport CT 06880
Ph.: 203-227-2800
Fax: 203-227-4819

with copy to:

Kirkland & Ellis LLP
153 E 53rd Street
New York, NY 10022
Attention: John Kuehn
Ph.: 212-446-4800
Fax: 212-446-4900

(b) Notices will be addressed to the Parties at the addresses given above, but a Party may change its address by written notice to the other Parties in accordance with this Section 3. Notice will be deemed to have been given on the third Business Day after mailing, if sent by registered or certified mail, or on the next Business Day, if sent by USPS

express mail, overnight air courier, or same day delivery service. The provision of notice by telephone facsimile or to counsel will not constitute notice under this Agreement.

4. ASSIGNMENT. No Restricted Party may assign its rights under this Agreement without the express written consent of the Buyer, and any purported assignment of any such rights by a Restricted Party without such consent will be void *ab initio*. The Buyer may assign any or all of its rights under this Agreement (including for collateral purposes) to any Person. Any purported assignment of any of the Buyer's rights under this Agreement in violation of the foregoing proviso will be void *ab initio*. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and their permitted assigns. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person, other than the Parties and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

5. MODIFICATION. This Agreement may not be modified except in writing and executed by the Buyer and each Restricted Party against whom such modification is binding. A modification of this Agreement agreed to in writing by the Buyer and one or more, but not all, of the Restricted Parties will be binding on the Buyer and such Restricted Party(ies) only.

6. WAIVER. No waiver of any right under this Agreement or waiver of a breach of it will be effective unless in it is writing and signed by the Party or Parties waiving such right or breach. No waiver of any right or waiver of any breach will constitute a waiver of any other or similar right or breach and no failure to enforce any right under this Agreement will preclude or affect the later enforcement of such right.

7. SEPARATE COUNSEL. The Parties have retained, or had the opportunity to retain, independent legal counsel in connection with the negotiation and preparation of this Agreement, and have consulted with and sought advice from (or had the opportunity to consult with and seek advice from) their respective counsel, prior to execution, concerning their respective rights and duties under this Agreement. Each Party (and its counsel, if retained) have participated in the preparation and negotiation of this Agreement, and no presumption in favor of or against any Party will be employed in the interpretation of this

Agreement by reason of it being prepared by legal counsel to any particular Party or Parties.

8. INTERPRETATION. Whenever required by the context, the singular number will include the plural and the masculine, feminine, or neuter gender will include all genders. Neither the term “including” nor any derivative thereof is used in this Agreement to signify any limitation to any item or items specified in connection therewith.

9. ENTIRE AGREEMENT. This Agreement and the attached Appendices and ancillary documents provided for herein constitute the entire agreement and understanding of the Parties relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

10. OTHER DOCUMENTS. The Parties agree to execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

11. FURTHER ASSURANCES. Each Party hereby pledges to the other that it shall take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their respective obligations under this Agreement in order that the purposes and objectives contemplated herein may be furthered and fulfilled.

12. COUNTERPARTS. This Agreement may be signed by any number of counterparts with the same effect as if the signature of each Party were upon the same instrument.

13. HEADINGS. The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Agreement nor the intent of any such Section.

14. ATTORNEYS' FEES. Should any Party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement or any provision thereof, the prevailing Party

will be entitled to recover from the non-prevailing Party or Parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

15. GOVERNING LAW. This Agreement will be construed and enforced in accordance with the internal laws, and not the principles of conflicts or choice of laws, of the State of Connecticut.

16. CHOICE OF FORUM. Any action, suit or other proceeding with respect to this Agreement may be brought in the courts of the State of Connecticut or of the United States of America for the Southern District of Connecticut, and each Party consents to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. Each Party irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any such action, suit or other proceeding in those jurisdictions.

17. NATURE OF SELLERS' OBLIGATIONS. Whether or not this Agreement expressly so states, each obligation of a Seller or the Sellers under this Agreement will be a joint and several obligation of all Sellers.

[THE NEXT PAGE IS THE SIGNATURE PAGE ONLY]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the year and day first above written.

SELLERS:

FOREVER OF OHIO, INC.

BY: _____

ITS: _____

FOREVER OF OHIO, LLC

BY: _____

ITS: _____

FOREVER BROADCASTING, LLC

BY: _____

ITS: _____

Donald J. Alt

Kerby E. Confer

Carol Logan

Lynn A. Deppen

FOREVER LICENSES, LLC

BY: _____

ITS: _____

FOREVER OF PA, LLC

BY: _____

ITS: _____

FOREVER OF PA, INC.

BY: _____

ITS: _____

BUYER:

MAVERICK MEDIA OF LIMA LLC

BY: _____

ITS: _____

Appendix A
Other Restricted Parties

Donald J. Alt
Kerby E. Confer
Carol Logan
Lynn A. Deppen
Forever Licenses, LLC
Forever of PA, LLC
Forever of PA, Inc.

Appendix B
Copy of Purchase Agreement
(attached)