

COVENANT NOT TO COMPETE AGREEMENT

This Covenant Not to Compete Agreement (the **ACovenant@**) is entered into as of the ____ day of _____, 2002, by and among **Brian Brady, Northwest Broadcasting, Inc.**, a Delaware corporation (**ANBI@**), **Northwest Partner, L.P.**, a Delaware limited partnership (**ANPLP@**), and **Northwest Broadcasting, L.P.**, a Delaware limited partnership (**ANBLP@**); and **NPG of Oregon, Inc.**, a Missouri corporation (**ABuyer@**).

Buyer has entered into an Asset Purchase Agreement the (**APurchase Agreement@**) dated the 22nd day of February, 2002, with Bend Broadcasting, L.L.C. (**ABCLLC@**) and Bend Licenses, Limited Partnership (**ABLPP@**), each of which is ultimately controlled by NBI, NPLP or NBLP, for the purchase of substantially all of the assets, properties and business used and useful in the business of television broadcast station KTVZ in Bend, Oregon (the **AStation's Assets@**). In order to induce Buyer to purchase the Stations Assets, the Covenantors have agreed to forego their rights to compete with Buyer or solicit its employees, subject to the terms and conditions hereof.

Now, Therefore, in consideration of the agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. **Covenant Not To Compete.** Each of the Covenantors covenants and agrees that for a period of five (5) years after the date hereof, he, she or it shall not, without the prior written consent of Buyer, directly or indirectly, either for himself, herself or itself or any other person, engage, participate or invest in or assist, as owner, part-owner, shareholder, partner, member, manager, director, officer, trustee, employee, agent or consultant, or in any other capacity, any television or radio broadcasting station whose Grade B contour, or 1 mV/m contour in the case of radio, as predicted pursuant to the FCC's rules, intersects with or touches, to any extent, the FCC's predicted Grade B contour of station KTVZ, Bend, Oregon, but expressly excepting stations KMVU, Medford, Oregon and KFFX-TV, Pendleton, Oregon, but only so long as the latter two stations remain licensed to Medford and Pendleton, respectively (**ACompetitive Business@**). The foregoing notwithstanding, any Covenantor may own securities in any publicly held corporation engaged in a Competitive Business, but only to the extent that such Covenantor does not own of record or beneficially, or possess voting control over, more than five percent (5%) of the outstanding voting stock of such corporation.

3. **Nonsolicitation of Employees.** Each Covenantor covenants and agrees that for a period of five (5) years after the date hereof, it or he shall not, without the prior written consent of Buyer, directly or indirectly, either for its or his own account or on behalf of any other person or entity, solicit, induce, attempt to induce, employ or endeavor to cause any person employed by or at the Station to terminate his

or her employment at the Station, or otherwise interfere in any way with the relationship between Buyer or any employee of Buyer.

4. **Consideration.** Covenantors acknowledge that the execution and delivery of this Covenant is an express condition to the closing of the transactions contemplated by the Purchase Agreement and that Buyer would not purchase the assets of BCLLC and BLLP unless the Covenantors executed and delivered this Covenant. NBI, NPLP and NBLP acknowledge that they are part of group under common control with BCLLC and BLLP and the transaction contemplated by the Purchase Agreement is of a material benefit to NBI, NPLP and NBLP. Brian Brady acknowledges that he is an executive of one or more of the entities in the controlled group, he has an ownership interest in the controlled group and that the transaction contemplated by the Purchase Agreement is of a material benefit to him.

5. **Remedies.** In the event that any Covenantor defaults under this Covenant, then and in that event, in addition to any other remedy available to it, Buyer shall be entitled to: (a) monetary damages (to the extent proven by Buyer); (b) injunctive relief to restrain and enjoin any actual or threatened breach of sections 2 and 3 hereof; (c) reimbursement for its reasonable attorneys=fees and costs incurred thereby in an action at law or in equity; and (d) such other relief as may be provided by law or in equity. All remedies for a breach of this Covenant shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

6. **Reasonableness of Restrictions.** Each Covenantor expressly acknowledges and agrees that (a) it or he has read and carefully considered the restrictions contained in sections 2 and 3 hereof and, having done so, agrees that those restrictions are fair and reasonable and are reasonably required for the protection of the interests of Buyer, (b) any breach by it or him of this Covenant is likely to result in an injury of a nature which would justify the entry of an injunction and a temporary restraining order against such Covenantor to restrain such breach, and (c) Buyer shall be entitled, if Buyer so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to enforce the specific performance of this Covenant against it or him, or to enjoin it or him from activities in violation of this Covenant.

7. **Severability.** Each restriction or agreement contained in this Covenant is severable. If the time period, geographical area specified, or any of the substantive provisions in this Covenant shall be adjudicated as unreasonable or unenforceable in any proceeding, then it is the intention of the parties hereto that the time period should be reduced by such number of months or years, the geographical area should be reduced by the elimination of such portion thereof, or the substance hereof should be reduced in scope, or a combination of the foregoing, so that each such restriction or Covenant may be enforced for such time period, in such geographical areas, and to the extent as is adjudicated to be reasonable or enforceable.

8. **Execution; Counterparts.** This Covenant may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears

thereon, and all of which shall together constitute one and the same instrument. This Covenant shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

9. **Governing Law.** This Covenant and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to principles of conflicts of laws.

10. **Successors and Assigns.** Except as otherwise expressly provided herein, this Covenant shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. No party hereto may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other parties, and any such attempted assignment or delegation without such consent shall be void.

11. **Amendments; Waivers.** The terms of this Covenant may be changed only by a written instrument executed by the parties. The failure of any party at any time or times to require compliance with any provision of this Covenant shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any covenant, representation or warranty contained in this Covenant, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Covenant.

12. **Entire Agreement.** This Covenant constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, each of the parties has caused this Covenant to be executed and delivered in its name and on its behalf, all as of the date and year above first written.

NORTHWEST BROADCASTING, INC.,
a Delaware corporation,

By: _____

Name: _____

Title: _____

NORTHWEST PARTNER, L.P.,
a Delaware limited partnership,

By: _____

Name: Brian Brady

Title: General Partner

NORTHWEST BROADCASTING, L.P.,

a Delaware limited partnership,

By: NORTHWEST BROADCASTING, INC.

Its General Partner,

By: _____

Name: _____

Title: _____

Brian Brady