

EXHIBIT G

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 198\_\_, by and among BEACON BROADCASTING COMPANY OF WEST MICHIGAN, a Michigan Corporation, having its principal place of business in Holland, Michigan, herein called "Buyer", CHARLES E. RICH, hereinafter referred to as "Rich", and WEST STATE BROADCASTERS, INC., hereinafter referred to as "West State",

W I T N E S S E T H :

West State, has been and is now engaged in the operation of WZND-FM in Zeeland, Michigan. Buyer is purchasing certain assets used by Sellers in that business under the terms and conditions of an Agreement for Purchase and Sale of a Business dated \_\_\_\_\_, 1986, hereinafter referred to as "Purchase Agreement". Under the terms of the Purchase Agreement, Rich and West State are required to execute and deliver this Restrictive Covenant Agreement to Buyer. Buyer would agree to conclude the purchase of the assets to be sold and purchased under the terms of the Purchase and Sale Agreement only on the condition that Rich and West State enter into this Agreement. Buyer has agreed to make the payments specified in this Restrictive Covenant Agreement to Rich conditioned upon full and faithful performance of the provisions of this Agreement.

NOW, THEREFORE, in consideration of the payments made by Buyer to Rich and West State as herein provided and in consideration of the Buyer's entering into the Purchase and Sale Agreement, the parties agree as follows:

1. Rich and West State agree that they will not for a period of seven (7) years from and after the date hereof, directly or indirectly, for himself or itself or for any other person, firm or corporation, either principal, agent, employee, director, officer, shareholder, or in any other capacity, conduct, become engaged in, or interested in, either wholly or in part, within the Michigan counties of Allegan, Ottawa, or Kent, in the business of religious radio broadcasting, and that he or it will refrain from engaging directly or indirectly in said business, either alone or in association with others.

2. Buyer agrees that as and for compensation for the full and faithful performance of the provisions and covenants to be performed on their part under the terms and provisions of this agreement, Buyer will pay to Rich a total of Seventy Thousand Dollars (\$70,000.00), payable in the amount of Ten Thousand Dollars (\$10,000.00) per year, in monthly installments of Eight Hundred Thirty-Three Dollars (\$833.00), with the first payment commencing on the date of the closing of a certain Purchase and Sale Agreement between West State and Buyer, and each subsequent payment on the same day of each succeeding month thereafter for a period of seven (7) years. Buyer's covenant to pay the aforesaid sum shall inure to the benefit of Rich and his respective heirs, personal representatives, successors and assigns. West State shall receive no compensation for this Restrictive Covenant Agreement separate from that set forth in the Purchase Agreement.

3. Rich and West State agree that he or it will not, at any time hereafter, disclose or make known to any person, firm or corporation, the names, addresses, requirements, prices and other confidential information or trade secrets concerning the patrons and customers of Sellers, whose patronage

is being sold by West State to Buyer in accordance with the Purchase and Sale Agreement.

4. Rich and West State agree that any violation of his or its part of the covenants contained herein is likely to cause such damage to Buyer as may be irreparable or impossible of ascertainment and Rich and West State agree that Buyer shall, as a matter of course, be entitled to an injunction issued out of any court of competent jurisdiction restraining any further violations by Rich and West State and such right to injunction shall be cumulative and in addition to any other remedies which Buyer may have. Rich and West State agree to waive the defense of an adequate remedy at law in any injunction proceeding commenced by Buyer.

5. The parties hereto acknowledge that the area covered by this Restrictive Covenant Agreement and the period of duration of such restrictions are reasonable and are necessary for the reasonable protection of Buyer in purchasing assets from West State.

6. This Agreement and the covenants herein contained shall inure to the benefit of Buyer, its successors and assigns and may be enforced by them or any of them with the same force and effect as though such successors and assigns were original parties to this agreement.

7. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other provisions of this Agreement, and in the event that such claim of invalidity or unenforceability of any provisions shall be predicated upon the length of the term of any covenant herein contained or the area covered hereby, such provisions shall not thereby be deemed invalid nor unenforceable but shall be deemed modified to the maximum area and the maximum

term of duration as any court of competent jurisdiction shall deem reasonable and necessary and as valid and unenforceable.

8. In the event of a breach of this Agreement by Sellers, Buyer may, in addition to the other remedies available to it at law or equity, and without waiver or prejudice of such remedies, set off its actual and reasonable anticipated damages pursuant to this Agreement or any other Agreement by West State and Rich.

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

\_\_\_\_\_ ) BEACON BROADCASTING COMPANY OF  
\_\_\_\_\_ ) WESTERN MICHIGAN  
\_\_\_\_\_ )  
\_\_\_\_\_ ) by \_\_\_\_\_  
\_\_\_\_\_ ) Its \_\_\_\_\_  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ ) Charles E. Rich  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ ) WEST STATE BROADCASTING, INC.  
\_\_\_\_\_ )  
\_\_\_\_\_ ) by \_\_\_\_\_  
\_\_\_\_\_ ) Its \_\_\_\_\_  
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