

**SHERRELL NON-COMPETITION
AGREEMENT**

THIS SHERRELL NON-COMPETITION AGREEMENT (the "Agreement") is entered into this ___ day of _____ 2003, between Great Lakes Radio-Chicago, LLC, an Ohio limited liability company, ("GLR") and Charles Sherrell ("Sherrell").

WITNESSETH

WHEREAS, upon the closing of its purchase, GLR's business ("GLR's Business") is radio broadcasting on radio station WBEE (AM);

WHEREAS, Sherrell is employed by Mariner Broadcasters, Inc. ("Mariner"), owner of WBEE (AM) as its general manager and is a part owner of Mariner.

NOW, THEREFORE, in consideration of the premises, mutual promises and the consideration Sherrell will receive as a stockholder of Mariner from the sale of WBEE (AM) to GLR, Sherrell hereby agree as follows:

1. **Non-Competition.** Sherrell will not, for one (1) year after the Closing Date of the sale of WBEE (AM) to GLR, own, manage, control, loan money to, be employed by, assist or participate in the ownership, management, control, or activities of any radio station which broadcasts primarily gospel music within thirty (30) miles of a boundary of the Chicago Metropolitan Statistical Area (as defined by the U.S. Census as of the date hereof).
2. **Severable Provisions.** The terms of this Agreement are severable and independent. If any term of this Agreement is unenforceable in whole or in part, the remaining terms and any partially enforceable term, to the extent enforceable, will be binding and enforceable. If any term or terms in this Agreement is held to be overly broad or encompassing, each party requests any court of appropriate jurisdiction to modify and reform any overly-broad term or terms to contain the broadest and most restrictive term or terms the court finds enforceable and to enforce this Agreement as so modified and reformed.
3. **Remedies and Waiver.**
 - (a) GLR and Sherrell each agree that:
 - (i) each term of this Agreement is fully required to protect their respective interests and no term confers a benefit on either party which is disproportionate to the detriment imposed on the other;
 - (ii) the remedy at law for any breach of this Agreement would be inadequate;
 - (iii) the damages flowing from any breach of this Agreement are not readily susceptible to measurement in monetary terms; and

(iv) without limiting either party's remedies at law or in equity for any breach by the other, each party will be entitled to immediate injunctive relief restraining any proven breach of this Agreement.

(b) The failure by either party to enforce any term of this Agreement will not be construed as a waiver of any continuing or subsequent breach, be taken as an estoppel against the party failing to enforce the term or prevent that party from thereafter enforcing each and every term of this Agreement.

(c) All rights and remedies in this Agreement are distinct from and cumulative to all other rights and remedies afforded in this Agreement, at law and in equity. All rights and remedies may be exercised concurrently, independently or successively.

4. **Binding and Governing Law**. This Agreement will inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, personal representatives and assigns. No modification, termination or attempted waiver of any term or terms of this Agreement will be valid unless made in writing and signed by the part against whom it is sought to be enforced. The laws of the State of Illinois will govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Great Lakes Radio-Chicago, LLC.

Charles Sherrell

901 South Plymouth Court
Apt 106
Chicago, Illinois 60605

By: _____
Title: _____

2994 East Grand Boulevard
Detroit, Michigan 48202
Attention: Michael Gallagher