

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (the “**Agreement**”) is made and entered into by and between SUNBURST MEDIA-LOUISIANA, LLC, a Delaware limited liability company (the “**Seller**”), and MY HOME TEAM MEDIA, LLC, a Louisiana limited liability company (the “**Purchaser**”), effective as of this ____ day of November, 2015. Seller and Purchaser are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated October 5, 2015 providing for the acquisition by Seller of substantially all of the assets of Seller pertaining to the operation of commercial radio stations: (i) KCIL-FM, Facility ID Number: 67677, frequency 96.7 MHz, licensed to the City of Gray, Louisiana and serving the Houma/Thibodaux broadcast area; (ii) KJIN-AM, Facility ID Number: 25521, frequency 1490 kHz, licensed to the City of Gray, Louisiana and serving the Houma broadcast area; and (iii) KXOR-FM, Facility ID Number: 35989, frequency 106.3 MHz, licensed to the City of Thibodaux, Louisiana and serving the Houma/Thibodaux broadcast area, respectively (severally, the “**Station**” and collectively, the “**Stations**”) (the “**Purchase Agreement**”);

WHEREAS, in connection with the Purchase Agreement and as a material inducement to Seller to enter into the Purchase Agreement and perform its obligations thereunder, including the payment of the Purchase Price to Seller, Seller has agreed that neither Seller nor any Affiliate thereof will enter into competition with Purchaser relative to the operation of the Stations for a period of two years from the date hereof, and the Parties hereto desire to more specifically delineate such agreement herein;

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby mutually consent and agree that the following provisions shall govern with respect to the rights, duties and obligations of the parties hereto with respect to the subject matter hereof.

1. **Defined Terms.** Capitalized terms used and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. **Noncompetition, Nonsolicitation, and Non-Disparagement Agreements:**

(a) **Noncompetition Agreement.** Except as set forth in Section 2(b) hereof, Seller covenants and agrees that for a period of two years following the date hereof (the “**Restricted Period**”), Seller shall not, directly or indirectly, as principal, partner, joint venturer, shareholder, member, investor, owner, employer, manager, consultant or otherwise (i) own, manage, operate, finance, control, engage in, consult with or otherwise participate in the ownership, management, operation, research, development, financing or control of, any business activity included within the “**Competitive Business**” (as defined in paragraph (d) of this Section 2), anywhere in the Restricted Area (as defined in paragraph (e) of this Section 2), or (ii) engage in any practice the purpose of which is to evade or avoid the provisions of this Agreement.

(b) **Limitations on Noncompetition Agreement.** Notwithstanding the provisions of Section 2(a) hereof, Seller shall not be prohibited from the ownership of not more than five percent (5%) of any class of debt or equity securities of any company engaged in the Competitive Business, provided that such securities are listed on a stock exchange or traded in an over-the-counter market.

(c) **Nonsolicitation and Non-Disparagement.** Seller covenants and agrees that during the Restricted Period, Seller shall not either for itself or any third party (i) solicit, encourage, facilitate or induce any advertiser, customer, supplier, agent, sales representative, employee, independent contractor, consultant, or licensee of Purchaser, or the Station or their respective Affiliates to breach any agreement or contract with, or discontinue or curtail his, her or its business relationships with Purchaser, the Station or their respective Affiliates in respect of the Competitive Business, or (ii) otherwise interfere with, disrupt, or attempt to interfere with or disrupt, the relationship, contractual or otherwise, between Purchaser or the Station and any of their current or prospective customers, suppliers, consultants, employees or others with whom Purchaser or the Station has a business relationship including making any false, disparaging or derogatory statement to any media outlet, industry group, financial institution, or current or former customer, supplier, consultant, employee, or others with whom Purchaser or the Station has a business relationship.

Seller further covenants and agrees that during the Restricted Period, Seller shall not, directly or indirectly, hire, attempt to hire, employ, solicit for employment, recruit, entice, persuade, encourage, or induce, advise or recommend to any other person that such person hire, attempt to hire, employ, solicit for employment, recruit, or otherwise engage as an employee, independent contractor or otherwise, any person who is then, or who was within the six months prior to the date hereof an employee of Purchaser or the Station either for Seller or for any other person, firm, corporation or other entity. Notwithstanding the preceding, Seller may continue to engage its officers and shareholders as employees.

(d) **Definition of Competitive Business.** The term “Competitive Business” shall mean the operation and maintenance of a commercial radio station within the Restricted Area other than the Station.

(e) **Definition of Restricted Area.** With respect to radio stations KCIL-FM and KXOR-FM, the term “Restricted Area” shall mean the one millivolt service area of such Stations. With respect to radio station KJIN-AM, the term “Restricted Area” shall mean the two millivolt service area of such Station.

3. **Injunctive and Equitable Relief.** Seller agrees that the remedy of Purchaser at law for any breach of Section 2 may be inadequate and that in the event of any such breach or violation by Seller, Purchaser shall be entitled to injunctive relief without posting bond or other security in excess of \$1,000 in addition to any other remedy at law, in equity or under this Agreement to which Purchaser may be entitled. Without limiting the generality of the preceding sentence, the Parties acknowledge and agree that it is impossible to measure in money all of the damages that would accrue to Purchaser by reason of any breach of Section 2. Seller waives in advance any claim or defense, in any action or proceeding that may in the future be commenced by Purchaser to enforce such provisions, that Seller has an adequate remedy at law.

4. **Certain Acknowledgments.** The Parties acknowledge and agree that (i) the provisions of this Agreement are necessary to protect their respective goodwill and other business interests with respect to the Competitive Business, (ii) the provisions of this Agreement are reasonable as to scope, duration and geographic extent for such purposes, (iii) the consideration received by Seller for its commitments under this Agreement is sufficient and adequate, and (iv) this Agreement is ancillary to the Purchase Agreement.

5. **Consideration.** In consideration for the agreements of Seller set forth herein, and the observance thereof, Purchaser shall pay Seller the aggregate sum allocated to a covenant not to compete as set forth in Schedule 1.4 to the Purchase Agreement upon execution of this Agreement. Seller also acknowledges and agree that Seller’s execution of this Agreement and agreeing to be bound by the terms hereof was a material inducement and condition precedent to Purchaser entering into the Purchase Agreement and agreeing

to perform its obligations thereunder, including the payment to Seller of the Purchase Price. Seller further acknowledges and agrees that the amount allocated as consideration for the agreements of Seller hereunder shall not be deemed a limit on the damages of Purchaser hereunder in the event Seller breaches its obligations under this Agreement.

6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to its conflicts of law rules.

7. **Extension of Restricted Period.** The Restricted Period shall be extended by any length of time during which Seller is in breach of any covenant contained herein.

8. **Waiver; Remedies.** No single or partial waiver of any breach of any provision of this Agreement shall be held to be a waiver of any other or subsequent breach, and the failure of Purchaser to enforce at any time any provision of this Agreement shall not be deemed a waiver of any right of Purchaser to subsequently enforce such provision. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Agreement or by law.

9. **Preparation of Agreement.** All Parties to this Agreement have participated equally in the preparation thereof. Accordingly, if a dispute arises regarding or relating to this Agreement, the language or terms of this Agreement shall not be construed more or less favorably against one Party over another.

10. **Severable Provision.** The intent of each Party hereto is that the restrictions and limitations on Seller described herein shall apply and be enforceable to the fullest extent allowed by law and shall under no circumstances be terminated in full in the event that any portion of such limitations or restrictions exceed applicable law. The illegality, invalidity or unenforceability of any term or provision of this Agreement shall have no effect on any other term or provision of this Agreement and the provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law. In the event any court of competent jurisdiction determines that any part of the provisions hereof exceed any applicable geographical, temporal or other legal or equitable limitations or restrictions, then such court is hereby authorized and requested by the Parties to limit or reform the applicable limitations and restrictions to the minimum extent necessary so that such limitations and restrictions set forth herein are enforceable under applicable law.

11. **Attorney Fees.** The Parties hereto agree that in the event that Purchaser finds it necessary to employ attorneys to enforce the provisions of this Agreement through litigation, Purchaser shall be entitled to reimbursed its reasonable attorneys' fees and related court costs from Seller if Purchaser is the prevailing party in such litigation.

12. **Entire Agreement.** This Agreement and the Purchase Agreement constitute the sole understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersede and cancel all prior understandings and agreements.

13. **Counterparts; Facsimile.** This Agreement may be executed by the execution of one or more counterparts of the execution page, which will be taken together and constitute the execution page, and one or more of such counterparts may be delivered by facsimile transmission.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, each of the Parties hereto, has executed this Agreement as of the date and year first above written.

SELLER:

SUNBURST MEDIA-LOUISIANA, LLC

By: _____
JAMES L. ANDERSON,
President

PURCHASER:

MY HOME TEAM MEDIA, LLC

By: _____
SUSAN LUCHESSI,
President