

## NON-COMPETITION AND NON-SOLICITATION AGREEMENT

**THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT** (“**Agreement**”) is made and entered into as of dated as of [\_\_\_\_\_, 2014], is made and entered into by and among WTVA, Inc., a Mississippi corporation (“**Seller**” and “**Restricted Party**”) and Mississippi TV, LLC, a Delaware limited liability company (“**Buyer**”).

### BACKGROUND:

Seller owns and operates television broadcast station WTVA-TV in Tupelo, Mississippi, Facility ID No. 124952 (the “**Station**,” and the operation of the Station being the “**Business**”);

Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and assume from Seller the Assets and the Assumed Liabilities of the Station, on the terms and subject to the conditions set forth that certain Purchase Agreement, dated as of **September 16, 2014** (the “**Purchase Agreement**”; terms used herein but not defined herein have the meanings given in the Purchase Agreement); and

The execution, delivery and performance of this Agreement by the Restricted Party is a condition precedent to Buyer’s obligations under the Purchase Agreement.

### AGREEMENT:

In consideration of the above premises, the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1. Limitation on Competition.

(a) The Restricted Party recognizes that Buyer’s intention to purchase the Assets is induced in part because of the covenants and assurances made by the Restricted Party in this Agreement, that the Restricted Party’s covenants not to compete and not to solicit are necessary to protect the interests of Buyer in the Business, including but not limited to, goodwill and customer relationships, and that irreparable harm and damage will be done to Buyer in the event that the Restricted Party competes unfairly with the Business.

(b) It is specifically agreed that for a period of **five (5)** years after the date of this Agreement and throughout the Columbus-Tupelo-West Point, Mississippi Designated Market Area(s) (the “**Protected Area**”), neither Restricted Party nor its Shareholders shall directly or indirectly, own, manage, operate, control, advise, be employed by, or materially participate in, or be materially involved in any manner with the ownership, management, operation, or control of, any business that competes directly, or in a material way indirectly, with the Business provided, however, that this Agreement shall not limit either Restricted Party’s or its Shareholders’ ability to: (i) own not more than five percent (5%) of the outstanding stock of any class of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market; or (ii) participate as a director, shareholder, member, partner, employee, officer, manager, agent, representative or consultant with a national media network or organization which may or may not own properties within the Protected Area, provided that neither Restricted Party nor Restricted Party’s Shareholders shall be involved in the day-to-day management of any broadcast television property operating within the State of Mississippi that competes with the Station in the Protected Area.

2. Nonsolicitation of Customers. It is specifically agreed for a period of **five (5)** years after the date of this Agreement and throughout the Protected Area, neither Restricted Party nor its Shareholders shall, individually or collectively, as a participant in a partnership, sole proprietorship, corporation, limited liability company, or other entity, or as an operator, investor, shareholder, partner, director, employee, consultant, manager, or advisor of any such entity, or in any other capacity whatsoever, either directly or indirectly: (i) solicit or accept any advertising to be broadcast or otherwise distributed within the Protected Area from any Customer of the Station, or (ii) request or advise any Customer to withdraw, curtail, or cancel any of Customer's business or other relationships with Buyer. For purposes of this agreement, "**Customer**" shall mean any person or entity to which Restricted Party, during the past three (3) years of Restricted Party's operation of the Station, in respect of the Business, (i) rendered any services or sold anything of value to, *or* (ii) solicited the business of such person or entity, whether or not any services were rendered or anything of value was sold to such person.

3. Nonsolicitation of Personnel. The Restricted Party expressly agrees and understands that it would cause substantial harm and detriment to Buyer if employees of Buyer were hired or lured by Restricted Party or its Shareholders. Specifically, the harm and detriment that would be incurred by Buyer includes, but is not limited to, loss of office continuity and return on investment made in training employees, additional training and hiring costs for replacement employees, and potential loss of referral sources and customers. For a period of two (2) years after the date of this Agreement, neither Restricted Party nor its Shareholders shall: (i) personally participate, directly or indirectly, in or be materially involved in any manner in the hiring or any attempt to hire as an employee, officer, director, consultant, or advisor any person who is at the time of such hiring an employee of, or independent contractor providing personal services to, Buyer or an Affiliate of Buyer, (ii) disclose the name of any employee of, or independent contractor providing personal services to, Buyer or an Affiliate of Buyer to any prospective or subsequent employer for the purpose of assisting in such hiring or attempted hiring of an employee of, or independent contractor providing personal services to, Buyer or an Affiliate of Buyer (provided, however, that this clause (ii) shall not prevent a Restricted Party or its Shareholders from providing routine, ordinary course of business, unsolicited confirmations of employment), or (iii) otherwise, directly or indirectly, induce or attempt to induce any employee of, or independent contractor providing personal services to, Buyer or an Affiliate of Buyer to leave the employ of Buyer or an affiliate of Buyer; provided, however that general advertisements with respect to a position that are not specifically directed to Buyer's employees will not violate this Section.

4. Reasonableness of Restrictions. The Restricted Party have carefully read and considered the provisions of Section 1, Section 2 and Section 3 hereof and, having done so, agrees that the restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the legitimate business interests of Buyer. Restricted Party further agrees and acknowledges that the duration and geographic area of the limitations set forth therein are reasonable under the circumstances considering Buyer's expenditure of considerable sums to purchase the Assets and agrees that in all likelihood these restrictions would not work an undue hardship on the Restricted Party. The Restricted Party further acknowledges and agrees that it has received good and valuable consideration for the obligation to comply with the restrictive covenants set forth herein by virtue of the Purchase Agreement and the transactions set forth therein.

5. Remedies. The Restricted Party acknowledges that any Restricted Party's threatened or actual breach of any of the terms hereof will result in immediate and irreparable harm and injury to Buyer, not adequately compensable by monetary relief. As a result, Buyer shall have the right to enforce the provisions hereof by injunction, specific performance or other equitable relief, as well as through all other equitable and legal remedies to which Buyer may be entitled.

6. Tolling and Anticipatory Breaches. In the event of a breach by Restricted Party of any of Section 1, Section 2 and/or Section 3 hereof, then the restrictive periods referenced in such Sections shall be tolled and shall begin to run or recommence running only at such time as the breach is alleviated. A breach, or threatened breach, by the Restricted Party or any of Restricted Party's Shareholders, shall be considered a default of this Agreement by the Restricted Party.

7. Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or when mailed by registered mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice to the other):

to Buyer:

Mississippi TV, LLC  
1843 West Wesley Road  
Atlanta, GA 30327  
Attention: Robert S. Prather, Jr.

with copies to:

MSouth Equity Partners  
Two Buckhead Plaza  
3050 Peachtree Road, NW, Suite 550  
Atlanta, Georgia 30305  
Attention: Ryan Leach  
Fax: (404) 816-3258

Sutherland Asbill & Brennan LLP  
Suite 2300 Atlanta, GA 30309  
Attention: Wade Stribling  
Facsimile: (404)853-8864

if to Restricted Party:

WTVA, Inc.  
P.O. Box 350  
Tupelo, MS 38802-0350  
Fax:  
Email:

With copies to:

Garvey Schubert Barer, LLP  
1000 Potomac Street, NW, Fifth Floor  
Washington, DC 20007  
Attn: Melodie A. Virtue  
Fax: 202-965-1729  
Email: MVirtue@gslaw.com

Mitchell McNutt & Sams  
105 S. Front Street  
Tupelo, MS 38804  
Attn: Albert Delgadillo, Esq.  
Fax:  
Email:

8. General Provisions.

(a) Assignment. No party may assign this Agreement or any of its rights, interests or obligations or delegate any of its duties under this Agreement without the consent of the other; provided, however, that, without the consent of the Restricted Party, Buyer may (i) assign this Agreement, in whole or in part to any direct or indirect wholly-owned subsidiary of Buyer, (ii) collaterally assign all or any portion of its rights under this Agreement to its lender or lenders, equity sponsor or sponsors or other financing source or sources in connection with obtaining any financing (or any refinancing thereof), and (iii) after the Closing, to any purchaser(s) of all or substantially all of the Assets from Buyer; provided, however, that in any case (i), (ii) or (iii) such assignment does not terminate Buyer's indemnification obligations or Buyer's other obligations and liabilities under this Agreement; provided, however.

(b) Amendment. This Agreement may not be amended or modified except in a writing signed by all parties hereto.

(c) Waiver. Failure to insist upon strict compliance with any of the terms or conditions of this Agreement at any one time shall not be deemed a waiver of such term or condition at any other time, nor shall any waiver or relinquishment of any right or power granted herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

(d) Jurisdiction. The courts of the State of Delaware in New Castle County and the United States District Court for the District of Delaware shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, each of the parties to this Agreement submits to the jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consents to service of process by mail (in accordance with Section 7) or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. These consents to jurisdiction shall not be deemed to confer rights on any Person other than the parties to this Agreement.

(e) Invalid Provision. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Further Assurances. Each party agrees to execute and deliver all such further instruments and do all such further acts as may be reasonably necessary or appropriate to effectuate this Agreement.

(h) Headings. Headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

(j) Interpretations. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. No party shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall constitute one and the same Agreement, binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile, .pdf or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original executed Agreement for all purposes. Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for any purposes whatsoever.

*(Signatures on the Following Page)*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed under seal as of the date first above written.

**BUYER:**

MISSISSIPPI TV, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESTRICTED PARTY:**

WTVA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_