

## **VOTING RIGHTS AGREEMENT**

This Voting Rights Agreement ("Agreement") is entered into as of the \_\_\_\_ day of July, 2006, by and among John Borders, an individual residing in Dallas County, Texas ("Shareholder"), and James Anderson, an individual residing in Tarrant County, Texas ("Anderson").

WHEREAS, Shareholder presently owns one hundred percent of the authorized, issued and outstanding common stock (the "Stock") of Sunburst Media, Inc. ("SMI"), a Delaware corporation with its business address of 300 Crescent Court, Suite 850, Dallas, Texas, 75201; and

WHEREAS, SMI is the sole manager of Sunburst Media-Louisiana, LLC (the "Company"), a Delaware limited liability company; and

WHEREAS, an affiliate of Anderson's ("Momentum") has, concurrently with the execution of this Agreement, invested substantial funds (the "Investment") in the Company for the purposes of assisting the Company in consummating its acquisition of certain radio stations located in southern Louisiana; and

WHEREAS, as an inducement to cause Momentum to make the Investment, Shareholder has agreed to certain conditions under which Shareholder's voting rights to the Stock shall be surrendered to Anderson, specifically with respect to the voting matters contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Voting Rights.

Subject to the terms and conditions contained herein, the Shareholder hereby grants Anderson and his successors or nominees the exclusive right to vote the Stock of the Shareholder or Shareholder's successors and assigns FOR THE PURPOSES OF (i) CALLING A SPECIAL MEETING OF THE SHAREHOLDERS FOR THE PURPOSE OF INCREASING OR DECREASING THE NUMBER OF DIRECTORS OF SMI AND NOMINATING DIRECTORS OF SMI, AND (ii) VOTING ON THE ELECTION OF DIRECTORS OF SMI, at any shareholder meeting that is duly called pursuant to the ByLaws of SMI, a copy of which is attached hereto and incorporated herein by reference. Notwithstanding the foregoing, Anderson agrees that so long as the number of directors of SMI shall remain at three, Anderson will always vote the Stock in favor of Shareholder as one of said three directors, and, in the event the number of directors of the SMI shall be established at five, Anderson will always vote the Stock in favor of Shareholder and one additional member to be selected by the Shareholder as two of the five directors to be so appointed. Except as specifically set forth above, all other voting rights are retained by Shareholder.

Upon execution of this Agreement, Shareholder shall execute and deliver an irrevocable proxy to Anderson implementing the provisions of this Agreement, which proxy shall be in the form of Exhibit A attached hereto and incorporated herein by reference.

2. Term of Voting Rights Grant.

The term of the rights granted to Anderson or his successors or nominees pursuant to this Agreement shall commence upon the DATE UPON WHICH THE FCC GRANTS ITS INITIAL APPROVAL OF THE TRANSFER OF CONTROL APPLICATION being filed pursuant to the Security Purchase Agreement to which the Company and Momentum are a party, and shall automatically terminate upon the earlier of (i) December 31, 2015, (ii) the sale, liquidation and/or other dissolution of the Company or all or a major portion (80% or more) of the assets of the Company, or (iii) in any other event in which Momentum is no longer a holder of its Investment in the Company.

3. Representations and Warranties of Shareholder.

Title and Authorization. Shareholder hereby represents and warrants that as of the date hereof he is the valid titleholder of the Stock, that he has the full right, power and authority to enter into this Agreement, that, when executed, this Agreement constitutes a valid and legally binding obligation enforceable in accordance with its terms, that the Stock is free and clear of any security interest, mortgage, pledge, lien, charge, claim or any other encumbrance of any kind, and, upon delivery of the execution copy of this Agreement to Anderson, Anderson shall have the full power and authority over the voting rights of the Stock as set forth herein. Except as set forth in the following sentence, Shareholder shall not sell any of his Stock in SMI, and Shareholder shall cause SMI not to issue any additional shares of capital stock of SMI, without Anderson's prior written consent. Notwithstanding the preceding sentence, Shareholder may sell all or any part of his Stock in SMI, or SMI may issue additional shares of its capital stock, without Anderson's prior written consent, if simultaneously with such transaction the recipient of such shares of capital stock of SMI and Anderson enter into, execute and deliver to the other a Voting Rights Agreement granting Anderson the same voting rights in such shares of capital stock owned by the recipient thereof as Anderson has under this Agreement with respect to the Stock.

4. Representations of Anderson.

Authorization and Existence. Anderson has the full right, power and authority to enter into this Agreement, and this Agreement constitutes a valid and legally binding obligation of Anderson.

5. Miscellaneous Provisions.

Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws.

Fees and Expenses. Each party shall bear its own expenses in connection with the negotiation, execution, delivery and performance of this Agreement.

Entire Agreement. This Agreement, and the documents referred to herein, if any, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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John Borders

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James Anderson



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**EXHIBIT “A”**

**IRREVOCABLE PROXY**

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## **SUNBURST MEDIA, INC.**

### **IRREVOCABLE PROXY**

The undersigned, John M. Borders (“Borders”), hereby appoints James L. Anderson (“Anderson”) as the lawful agent and proxy of the undersigned (with all powers the undersigned would possess if personally present, including full power of substitution), and hereby authorizes him to represent and to vote, as designated below, all shares of Common Stock of Sunburst Media, Inc. (“SMI”) held of record by the undersigned as of the record date of the applicable meeting of shareholders (the “Stock”), or any adjournment or postponement thereof, for the following purposes:

1. Calling a special meeting of the shareholders for the purpose of increasing or decreasing the number of directors of SMI and nominating directors of SMI, and
2. Voting on the election of directors of SMI, provided that so long as the number of directors of SMI shall remain at three, Anderson will always vote the Stock in favor of Borders as one of said three directors, and, in the event the number of directors of the SMI shall be established at five, Anderson will always vote the Stock in favor of Borders and one additional member to be selected by Borders as two of the five directors to be so elected.

Except as otherwise specifically set forth above, all other voting rights are retained by Borders.

This Proxy is coupled with an interest and commences as of the DATE UPON WHICH THE FCC GRANTS ITS INITIAL APPROVAL OF THE TRANSFER OF CONTROL APPLICATION being filed pursuant to the Security Purchase Agreement to which the Company and Momentum are a party, and is irrevocable until and shall automatically terminate upon the earlier of (i) December 31, 2015, (ii) the sale, liquidation and/or other dissolution of the Sunburst Media-Louisiana, LLC (“Sunburst-Louisiana”) or all or a major portion (80% or more) of its assets, or (iii) in any other event in which Momentum Plan I Ltd., LLP, a Texas limited liability limited partnership, is no longer a member of Sunburst-Louisiana.

Dated: July \_\_, 2006

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John M. Borders