

MOMENTUM PLAN I LTD., LLP

1227 West Magnolia Avenue

Suite 300

Fort Worth, Texas 76104

Telephone: (817) 920-7559

July 18, 2006

Mr. Matthew O'Reilly
President
Aldus Sunburst, Inc.
2651 N. Harwood
Suite 210
Dallas, Texas 75201

Re: Management of Investment in Sunburst Media-Louisiana, LLC

Dear Matt:

This letter, when executed by you, will constitute our agreement (the "Agreement") pursuant to which Momentum Plan I Ltd., LLP ("Momentum") will manage your investment in Sunburst Media-Louisiana, LLC ("Sunburst"). The term of our Agreement are as follows:

1. Management of Investment. Momentum will manage the investment of Aldus Sunburst, Inc. ("Aldus") in connection with the acquisition and management of Aldus' one-third membership interest in Sunburst, which interest will be acquired pursuant to the terms and conditions of that certain Securities Purchase Agreement by and among Sunburst, as Seller, and Momentum and Aldus, as Purchasers, to be dated on or about July 14, 2006, a draft of which has been previously provided to Aldus.

2. Term of Agreement. This Agreement shall commence on the later of (i) the date of execution of this Agreement by Aldus, and (ii) the date of the acquisition by Aldus of its membership interest in Sunburst; and the Agreement shall continue in full force and effect until the earlier of (a) the date of Aldus' disposition of its interest in Sunburst, (b) the sale of Sunburst, and (c) the termination of this Agreement by either party hereto upon 30 days written notice by certified mail return receipt requested to the other party.

3. Periodic Reports.

(a) **General Reports.** Momentum shall provide Aldus with periodic reports as to the status of Aldus' investment in Sunburst and the operation of Sunburst and its financial results periodically and at such intervals and in such detail as Momentum generally provides to its participants or co-investors in various investments in accordance with the normal policies of Momentum.

(b) **Compliance with Reporting Requirements to Louisiana.** In addition to any reports provided to Aldus pursuant to Section 3(a) above, Momentum shall cause Sunburst to provide Aldus, within 30 days after the end of each of Sunburst's fiscal quarters, the number of employees of Sunburst and its subsidiaries (if any) who were residents of the State of

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Louisiana as of the end of such quarter and the amount of taxes paid by Sunburst and its subsidiaries (if any) to the State of Louisiana and any subdivision thereof during such calendar quarter, all in such format and in such detail as Aldus may from time to time reasonably require in order to allow Aldus' sole shareholder, Erasmus Louisiana Growth Fund, L.P. to comply with its reporting requirements to the State of Louisiana.

(c) **Information Provided to Managers.** If a nominee of Aldus is not a Manager of Sunburst, then, for so long as Momentum or its nominee is a Manager of Sunburst, Momentum will cause Sunburst to, concurrently with delivery to the Managers, give Aldus copies of all notices, minutes, consents and other material that Sunburst provides to the Managers, except that Aldus or its representative may be excluded from access to any material or portion thereof if the Managers determine in good faith, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, or for other similar reasons.

4. **Management Fee.** Momentum shall not be entitled to a management fee for its services hereunder. However, Aldus shall promptly reimburse Momentum for any actual out-of-pocket expenses incurred by Momentum hereunder on Aldus' behalf, including postage, photocopy expenses, courier services, telecopy charges and long-distance telephone charges, upon receipt of an itemized invoice for such expenses.

5. **Liability.** Momentum shall only be liable to Aldus for actual damages incurred by Aldus arising from the gross negligence or willful misconduct of Momentum in the performance of its duties hereunder. In no event shall Momentum be liable to Aldus for punitive, incidental or consequential damages.

6. **Appointment of Proxy.** Aldus hereby appoints Momentum or its designees as the irrevocable proxy for Aldus to vote its membership interest in Sunburst on all matters submitted to a vote of the members of Sunburst, including: (i) the nomination and election of Managers, (ii) the sale or other transfer of all or substantially all of the assets of Sunburst, (iii) the sale or other transfer of all or substantially all of the equity interests in Sunburst provided the consideration payable to Momentum and Aldus and the manner of such payment are the same for Momentum and Aldus, and (iv) the amendment of the Certificate of Formation or Limited Liability Company Agreement of Sunburst provided such amendment has the same effect on Momentum and Aldus.

Momentum may consult with Aldus on any matter presented to the members for a vote, but Momentum shall have the right to vote on all such matters in such manner as Momentum deems appropriate; provided in exercising its proxy, Momentum shall vote Aldus' interest in Sunburst in the same manner as Momentum votes its own interest in Sunburst.

This proxy is coupled with an interest and shall be irrevocable until July 31, 2012 even if this Agreement is terminated by Aldus pursuant to the provisions of clause (c) of Section 2 above, subject to earlier termination by Aldus upon written notice to Momentum in the event (i) Momentum is grossly negligent in the performance of its duties or commits willful misconduct in connection with

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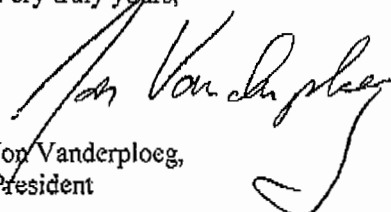
the performance of its duties hereunder and does not cure such act or inaction within ten business days after receiving written notice from Aldus of the alleged act of gross negligence or willful misconduct, (ii) Momentum dissolves or files for bankruptcy, or (iii) substantially all the assets of, or equity interest in, Sunburst is sold or otherwise transferred to a third party.

Notwithstanding, the preceding, after July 31, 2011 Aldus shall have the right to direct Momentum as to how to vote Aldus' membership interest in Sunburst on the following three matters: (i) the sale or other transfer of all or substantially all of the assets of Sunburst, (ii) the sale or other transfer of all or substantially all of the equity interest in Sunburst, and (iii) the merger of Sunburst with or into another entity.

If the foregoing correctly reflects your understanding of our agreement, please indicate your approval and acceptance of the terms of this Letter Agreement by executing the counterpart of this Letter Agreement in the space indicated below and returning such counterpart to me.

We look forward to having Aldus as a co-investor in Sunburst.

Very truly yours,


Jon Vanderploeg,
President

AGREED TO AND ACCEPTED BY:

ALDUS SUNBURST, INC.

By: _____

Matthew O'Reilly,
President

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the performance of its duties hereunder and does not cure such act or inaction within ten business days after receiving written notice from Aldus of the alleged act of gross negligence or willful misconduct, (ii) Momentum dissolves or files for bankruptcy, or (iii) substantially all the assets of, or equity interest in, Sunburst is sold or otherwise transferred to a third party.

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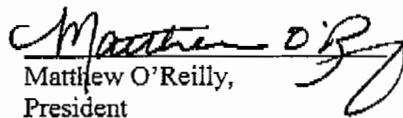
Very truly yours,

Jon Vanderploeg,
President

AGREED TO AND ACCEPTED BY:

ALDUS SUNBURST, INC.

By:


Matthew O'Reilly,
President

SUNBURST MEDIA-LOUISIANA, LLC

IRREVOCABLE PROXY

The undersigned, Aldus Sunburst, Inc., a Delaware corporation ("Aldus"), hereby appoints Momentum Plan I Ltd., LLP, a Texas limited liability limited partnership ("Momentum") 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 Momentum to represent and to vote all the membership interest of Sunburst Media-Louisiana, LLC ("Sunburst") held of record by the undersigned as of the record date of the applicable meeting of the members of Sunburst or any adjournment or postponement thereof, on all matters submitted to a vote of the members of Sunburst, including: (i) the nomination and election of Managers, (ii) the sale or other transfer of all or substantially all of the assets of Sunburst, (iii) the sale or other transfer of all or substantially all of the equity interests in Sunburst provided the consideration payable to Momentum and Aldus and the manner of such payment are the same for Momentum and Aldus, and (iv) the amendment of the Certificate of Formation or Limited Liability Company Agreement of Sunburst provided such amendment has the same effect on Momentum and Aldus.


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This proxy is coupled with an interest and shall be irrevocable until July 31, 2012, subject to earlier termination by Aldus upon written notice to Momentum and Sunburst upon the occurrence of certain limited events as specified in that certain Letter Agreement between Momentum and Aldus, dated July 18, 2006, (the "Letter Agreement"). Unless Aldus notifies Sunburst in writing that this Proxy has been terminated pursuant to the applicable provisions of the Letter Agreement, it shall be conclusively presumed that this Proxy is valid and in full force and effect in accordance with the terms hereof.

Notwithstanding, the preceding, after July 31, 2011 Aldus shall have the right to direct Momentum as to how to vote Aldus' membership interest in Sunburst on the following three matters: (i) the sale or other transfer of all or substantially all of the assets of Sunburst, (ii) the sale or other transfer of all or substantially all of the equity interest in Sunburst, and (iii) the merger of Sunburst with or into another entity.

Dated: July 20, 2006

ALDUS SUNBURST, INC.

By: 
MATTHEW O'REILLY,
President