

## NON-COMPETITION AGREEMENT

This AGREEMENT is entered into this \_\_ day of \_\_\_\_\_, 201\_ (the "Effective Date") by and between Virgin Blue, Inc., ("VBI"), VBI shareholders Victor Gold and Martin Adamshick (collectively with VBI, "Promissors"), and LeSEA Broadcasting Corporation ("LeSEA").

A. LeSEA, on or about \_\_\_\_\_, 201\_, entered into an agreement with VBI ("APA"), to acquire certain assets of VBI including, without limitation, television station WCVI-TV, Christiansted, St. Croix, U.S. Virgin Islands ("WCVI" or the "Station").

B. After the Closing, the business of LeSEA might be adversely affected by the participation of Promissors in any manner in Television Broadcasting (as hereinafter defined) directly in competition with LeSEA in the Territory (as hereinafter defined).

C. The Promissors will derive substantial benefit from the Closing of the APA.

D. No person, firm or corporation (including, without limitation, LeSEA) has required, directed or caused the Promissors to enter into this Agreement, the Promissors having been induced to enter this Agreement by the promise of the consideration paid as part of the Closing of the APA.

E. LeSEA would not enter into or close the APA without the execution at the Closing of this Agreement by the Promissors.

F. LeSEA desires to restrict, and the Promissors are willing to have restricted, their right to enter the Television Broadcasting business in the Territory after the Closing of the APA.

NOW THEREFORE, the parties agree as follows:

1. The Promissors covenant and agree that they shall not for a period of five (5) years from and after the Effective Date of this Agreement, directly or indirectly:

(a) own any interest in, manage, operate, control or participate to any extent in the ownership, management, operation or control of, or be in any manner connected with (including, without limitation, as an officer, employee, consultant or agent, with or without compensation), any person, firm, partnership, corporation or other entity which is engaged in Television Broadcasting in the Territory, without the express written consent of LeSEA or its agents and assigns;

(b) solicit any Employee of LeSEA to leave its employ or hire any Employee of LeSEA;

(c) solicit any advertiser, supplier or customer of LeSEA to cease doing business with LeSEA or solicit any such advertiser, supplier or customer to do Television Broadcasting business with the Promissors in the Territory; or

d) solicit any governmental body to deny, or withdraw any franchise or other license or permit or permission or to grant any franchise, other license, permit or permission to any other person or entity, to do television broadcasting in the Territory, provided, however, that this covenant shall not preclude the members of VBI's board of directors or shareholders, as private citizens, from filing comments or objections at the FCC with respect to FCC licensees or permittees in the Territory.

(e) acquire, purchase, or operate any full service television station, Class A or LPTV station in the Territory.

2. LeSEA covenants and agrees that it shall for a period of one (1) year that it will not solicit anyone who is salaried or receives compensation through room and board from VBI to leave its employ, hire or positions as one who is salaried or receives compensation through room and board from VBI.

3. As used herein:

(a) "Television Broadcasting" shall include without limitation, the cable, satellite or broadcast television business, regardless of the kind, manner or method of transmission or distribution of signal or of programming.

(b) "Employee" shall mean any employee of either party who is an employee of either VBI or LeSEA immediately after the Closing, or who becomes such an employee thereafter and was such an employee at the time of such solicitation or at any time within the three (3) months prior to such solicitation.

(c) "Customer", "advertiser" or "supplier" of LeSEA is any customer, advertiser or supplier of LeSEA immediately after the Closing, or who becomes such a customer, advertiser or supplier thereafter and was such a customer, advertiser or supplier at any time such solicitation was made, or any time within the three (3) months prior to such solicitation.

(d) "Territory" shall mean, as of the closing of the APA, the geographical area within the Station's licensed digital coverage area or where the Station's signal is distributed by cable or satellite systems.

(e) "Station" shall mean the current television station known as WCVI, Christiansted, St. Croix, US Virgin Islands, or any call letters or facilities associated with FCC Facility Identification Number 83304.

4. Promissors shall not, at any time after the execution hereof, disclose to others, use, copy or permit to be copied, any secret or confidential information or know-how heretofore used in the operation of the Station, or of the assets acquired pursuant to the APA, without prior

written consent of LeSEA. The term "secret or confidential information or know-how" shall include, but shall not be limited to, plans, advertisers, suppliers, costs, uses and applications of products and services, results of investigations, or experiments, financial information and all apparatus, processes, compositions, samples, computer programs and servicing methods and techniques at any time used, developed, investigated or sold and which are not now or hereafter available to the public and which are hereafter maintained as confidential by LeSEA, and any secret or confidential information or know-how of third parties in the possession or control of LeSEA.

5. If the Promissors shall breach this Agreement, the parties agree that any remedy at law that LeSEA may have will be inadequate and accordingly, that LeSEA shall be entitled to (a) specific performance of this covenant; (b) injunctive relief against the party committing such breach; (c) an accounting and payment of all profits, compensation, commissions, remuneration or benefits which such breaching party directly or indirectly realizes or may realize as a result, growing out of, or in connection with any such breach; and (d) any other right or remedy which LeSEA may be entitled to at law or in equity or under this Agreement, any or all of which shall be cumulative but which may be exercised from time to time in whole or in part.

6. Promissors acknowledge that consideration for Promissors' agreements and representations contained herein is included in the purchase price in the APA, and acknowledge payment and receipt thereof.

7. The Promissors, who have carefully read and considered the provisions of the Agreement, represent and warrant to LeSEA; (a) that the restrictions set forth herein are fair and reasonable both as to term and territory (b) that same are reasonably required for the protection of the interest of LeSEA; (c) that the statements contained in paragraphs C, D, and E of the Introduction, are true and correct as of the date hereof.

8. The representations, warranties, statements and covenants contained herein are made by Promissors with the knowledge and expectation that LeSEA is placing complete reliance thereon in entering into and consummating this transaction.

9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

10. This Agreement shall be governed by and construed according to the laws of the U.S. Virgin Islands.

11. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, except for any agreement, in writing, bearing even date herewith, and there are no representations, warranties, covenants or agreements except as set forth herein and therein. This Agreement supersedes all prior written agreements and all oral, prior and contemporaneous agreements, understandings, negotiations and discussions, of the parties hereto, relating to the subject matter hereof. This Agreement shall not be amended, modified or supplemented at any time unless by a writing executed by all parties hereto.

12. All rights, powers and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative and shall not be restricted to those given by law. Failure to exercise any power or right given any party hereunder, or to insist upon strict compliance by any other party hereto shall not constitute a waiver of any party's right to demand exact compliance with the terms hereof, and any waiver shall be in an executed writing so denominated.

13. The parties agree that (i) the provisions of this Agreement shall be severable in the event that any provision hereof is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable; (ii) such invalid, void or otherwise unenforceable provision shall be automatically reformed and/or replaced by any other provision which is as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but which is valid and enforceable. In the event that Missouri law now or in the future restricts either the scope of the geographical area or the term of this and similar agreements to a lesser scope or a lesser time period, this Agreement shall then, ipso facto, be reduced to the lesser scope and maximum term then permitted by the laws of the U.S. Virgin Islands.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date set forth above.

**VIRGIN BLUE, INC.**

By: \_\_\_\_\_  
Victor Gold, President

**VICTOR GOLD**

**MARTIN ADAMSHICK**

By: \_\_\_\_\_  
Victor Gold, Individually

By: \_\_\_\_\_  
Martin Adamshick, Individually

**LESEA BROADCASTING CORPORATION**

BY: \_\_\_\_\_  
Peter Sumrall, President