

STOCK PURCHASE AGREEMENT

THIS AGREEMENT, entered into the effective as of the 1st day of July, 2016, by and among **MARIA DEL CARMEN REYES** ("Seller"), **SERGIO BUTRON** and **IVETTE BUTRON RAMOS** ("Purchasers"):

RECITALS :

Seller owns One Hundred percent (100%) of the issued and outstanding shares of the common stock of **NUEVO RADIO AMBIENTE, INC.**, a Tennessee corporation (the "Company"); and

Purchasers have offered to purchase and Seller has agreed to sell all of Seller's common stock in the Company to Purchasers (the "Purchased Stock") on the terms and conditions set forth herein; and

After the consummation of the transactions described herein, the ownership of the Company shall be as follows:

Shareholder	Number of Shares	Ownership Percentage
Sergio Butron	500	50 %
Ivette Butron Ramos	500	50 %
Total	1000	100%

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

1. **Sale and Purchase Price.** Subject to the terms and conditions contained herein, Seller hereby agrees to grant, sell, transfer, and convey to Purchasers at Closing the Purchased Stock for a total purchase price of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) (the "Purchase Price"). In payment thereof, Purchasers shall deliver to Seller a promissory note in substantially the same form attached hereto as **Exhibit A**, in the amount of Two Hundred Fifty Thousand Dollars and 00/100

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(\$250,000.00). Payment of the promissory note shall be secured by a pledge of the Purchased Stock in accordance with the provisions of Section 2. Until the promissory note is paid in full, Seller shall have a continuing right audit the financial records of the Company in order to ensure that the payments she is entitled pursuant to the promissory note are made in conformance therewith.

2. **Pledge of Purchased Stock.** Seller and Purchasers are contemporaneously entering into a Pledge Agreement (the "Pledge Agreement") in the form attached hereto as **Exhibit B**. The Purchased Stock will be held as security for the payment of the Purchase Price as provided in the Pledge Agreement.



3. **Non-Competition Agreement.** Seller and Purchasers are contemporaneously entering into a Non-Competition Agreement (the "Non-Compete") in the form attached hereto as **Exhibit C**.

4. **Seller's Representations and Warranties.**

(a) **Authorization.** Seller represents and warrants that Seller has all requisite legal capacity and authority to enter into this Agreement and to sell the Purchased Stock and to carry out and perform all of Seller's obligations under the terms of this Agreement. Seller further covenants that Seller is the legal and beneficial owner of the Purchased Stock, free and clear of any liens, claims, pledges, encumbrances, charges, options and contractual restrictions of any kind or nature whatsoever, and that Seller has full, absolute and unrestricted right, power, capacity and authority to sell, transfer, assign and deliver the Purchased Stock to Purchasers.

(b) **Compliance with Laws.** Seller represents, warrants and agrees that the execution, delivery, performance of, and the compliance with this Agreement by Seller and the sale of the Purchased Stock contemplated hereby do not and will not violate any provisions of law, any order of any court or other agency of government, or any provision of any indenture, mortgage, agreement or other instrument to which Seller or by which Seller or any of Seller's properties or assets are bound or may be affected, or conflict with, result in a breach of or constitute a default under any such indenture, mortgage, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Seller's properties or assets.

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5. Purchasers' Representations and Warranties.

Purchasers represent and warrant the following:

(a) **Authorization and Approval.** Purchasers represent and warrant that they have all requisite legal capacity and authority to enter into this Agreement, to purchase the Purchased Stock and to carry out and perform all of their obligations under the terms of this Agreement.

(b) **Compliance with Laws.** Purchasers represent, warrant and agree that the execution, delivery, performance of, and the compliance with this Agreement by the Purchasers and the sale of the Purchased Stock contemplated hereby does not and will not violate any provisions of law, any order of any court or other agency of government, or any provision of any indenture, mortgage, agreement or other instrument to which Purchasers or by which Purchasers or any of Purchasers' properties or assets are bound or may be affected, or conflict with, result in a breach of or constitute a default under any such indenture, mortgage, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Purchasers.


(c) **Conflicting Agreements.** Neither the execution nor delivery of this Agreement, or any other document to be delivered pursuant to this Agreement, nor the fulfillment or compliance with the terms of this Agreement, will conflict with the terms, conditions or provisions of the articles or by-laws of the Company.



6. Closing. The closing of the purchase and sale of the Purchased Stock (the "Closing") shall be held on July 1, 2016 or on such other date as mutually agreed upon by the parties.

(a) **Deliveries of Seller.** At Closing, Seller shall (i) deliver the stock certificate for One Thousand (1,000) shares of common stock in the Company; (ii) execute the Pledge Agreement, Non-Compete and an assignment of the Purchased Stock.

(b) **Deliveries of Purchasers.** Purchasers shall (i) execute and deliver the Pledge Agreement, Non-Compete and Promissory Note and (iii) deliver the original stock certificates representing the Purchased Stock to Seller to hold per the Pledge Agreement.

7. Severable Provisions. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality and unenforceability shall

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not affect the validity, legality and enforceability of the other provisions hereof, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained herein.

8. Indemnification by Seller. Seller agrees to indemnify and hold harmless Purchasers, the Company and its respective officers, directors, shareholders and employees from, against and in respect of:

(a) Any and all losses or damages resulting from any and all misrepresentations or breaches of any warranty, covenant, provision or term of this Agreement by Seller made or contained in this Agreement;

(b) Any liabilities, obligations, expenses, costs or other commitments of the Company, whether or not contingent and whether known or unknown by Seller, with respect to any transactions, events, occurrences or acts existing or occurring prior to the Closing as a result of the sole act of the Seller and which acts are undisclosed to the Purchasers; and

(c) The reasonable costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments or judgments in respect of the matter for which Purchasers are indemnified under this Section 8, including reasonable legal and accounting fees, expenses and disbursements.

9. Indemnification by Purchasers. Purchasers, jointly and severally, agree to indemnify, defend and hold harmless Seller and Seller's heirs from, against and in respect of:

(a) Any and all losses or damages resulting from any and all misrepresentations or breaches of any warranty, covenant, provisions or term of this Agreement by Purchasers made or contained in this Agreement.

(b) Any liabilities, obligations, expenses, costs or other commitments of the Company, whether or not contingent and whether known or unknown by Purchasers, with respect to any transactions, events, occurrences or acts existing or occurring after the Closing;

(c) The reasonable costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments or judgments in respect of the matter for which Sellers are indemnified under this Section 9, including reasonable legal and accounting fees, expenses and disbursements.

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10. **Procedure for Indemnification.** The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under Sections 8 or 9 of this Agreement, and, if such claim, demand, action or proceeding is a third party claim, demand, action or proceeding, the indemnifying party will have the right, at its expense, to assume the defense thereof using counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate, at his own expense, with respect to any such third party claim, demand, action or proceeding. In connection with any such third party claim, demand, action or proceeding, Purchasers and the Sellers shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party claim, demand, action or proceeding shall be settled without the prior written consent of the indemnified party.

11. **Modification.** No provision of this Agreement may be modified, altered or amended except by an instrument in writing executed by the parties hereto.

12. **Expenses.** All expenses associated with the preparation of this Agreement and consummation of this transaction shall be paid by the Company, including but not limited to attorney fees, accounting fees, and recording costs.


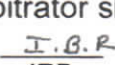
13. **Binding Effect.** This Agreement constitutes the legal, valid and binding obligation of the parties hereto and these provisions shall be binding upon and inure to the benefit of each of the parties and their respective successors, heirs and assigns.

14. **Dispute Resolution.**

(a) If a dispute arises out of or relates to this Agreement, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration or litigation. The parties agree that the mediator shall be chosen no later than 10 days after the submission of a claim by either party, and that the mediation process shall be concluded no later than 30 days after selection of the mediator. If the parties cannot agree on the selection of a mediator, one shall be selected by the American Arbitration Association. The fees and expenses of the mediator shall be paid equally by the parties.

(b) If the controversy is not resolved through mediation pursuant to subsection (a) above, the parties agree that any controversy or claim arising out of or relating to this Agreement shall be determined by binding arbitration. This transaction involves commerce, and the arbitration is subject to and shall be conducted by a single arbitration in accordance with the United States Arbitration Act notwithstanding any choice of law provision in this Agreement, and under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall have authority to award damages and grant other relief he or she deems appropriate. The arbitrator shall

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give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable, shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The fees and expenses of the arbitrator and AAA shall be paid equally by the parties.

(c) No provision of subsections (a) or (b) shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during pendency of any mediation or arbitration. The exercise of a remedy does not waive the right of either party to resort to mediation or arbitration.

15. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee. The forum for any mediation or arbitration shall be Shelby County, Tennessee.

16. Survival of Representations and Warranties. The representations, warranties, and agreements herein shall survive the closing of the purchase and sale of the Purchased Stock.

17. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

18. Headings. Headings in this Agreement are for convenience only and should not be used to interpret or construe its provisions.

19. Authorship. The parties hereto agree that the terms and language of this Agreement were the result of negotiations among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

20. Acknowledgment of Voluntary Execution. The parties each acknowledge that Tual Graves Dorkowski, PLLC represented Seller in the negotiation of this transaction and preparation of this Agreement and all associated documents and Purchasers acknowledge that they have had the opportunity to seek tax and legal counsel in a manner in which Purchasers have deemed appropriate and that both parties are executing this Agreement voluntarily with full understanding of the tax and legal ramifications.

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21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement this the 20th day of April, 2016, to be effective as of the day and year first above written.

SELLER:



MARIA DEL CARMEN REYES

PURCHASERS:





SERGIO BUTRON



IVETTE BUTRON RAMOS

Seller: 

MCR

Purchasers:  

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STATE OF TENNESSEE
COUNTY OF SHELBY

On this 20th day of April, 2016, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, **MARIA DEL CARMEN REYES**, known to me (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who acknowledged that she executed the same as her free act and deed.



Notary Public

My Commission Expires

8/27/19



STATE OF TENNESSEE
COUNTY OF SHELBY

On this 20th day of April, 2016, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, **SERGIO BURTON** and **IVETTE BUTRON RAMOS**, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.



Notary Public

My Commission Expires

8/27/19




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