

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of the 8th day of August 2017 and is by and between **YOUR CHRISTIAN COMPANION NETWORK, INC.** (hereinafter referred to as "Assignor") and **BRAVO MIC COMMUNICATIONS, LLC** (hereinafter referred to as "Assignee"). Assignor and Assignee are collectively referred to herein as "the Parties".

### RECITALS

**WHEREAS**, the Federal Communications Commission (FCC) on October 20, 2015 granted to Assignor a Construction Permit (File No. BNPFT-20130311ACN) for FM Translator Station K244FF at Las Cruces, NM (Facility ID No. 157004) (the "Translator"), such Construction Permit expiring on October 20, 2018 ; and

**WHEREAS**, Assignor now desires to sell, assign and transfer the Construction Permit for the Translator on the terms and conditions specified herein; and

**WHEREAS**, Assignee desires to acquire the Construction Permit for the Translator on the terms and conditions specified herein; and

**WHEREAS**, consent of the Federal Communications Commission ("FCC") for the transaction contemplated hereunder is required prior to consummation thereof;

### AGREEMENT

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED 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, do hereby agree as follows:

1. Assignment of Construction Permit and sale of other assets of the Translator. Subject to the terms and conditions herein set forth, Assignor agrees to assign and Assignee agrees to purchase and accept the assignment of the Construction Permit for the Translator ("CP"), together with all of Assignor's pre-construction research, contract rights, books and records relating exclusively to the Translator (collectively, with the CP, the "Assets"), all in as-is, where-is condition as of the time of Closing.
2. Consideration. The Purchase Price for the Assets shall be Thirty-Two Thousand Five-Hundred Dollars (\$32,500) in cash, cashier's check or wire transfer at Closing. Of this amount, Six-Thousand Five-Hundred Dollars (\$6,500) will be placed in Escrow by Assignee with Rockwell Media Services, LLC ("Rockwell") upon execution by both parties of this Agreement and the Escrow Agreement attached hereto as Exhibit "A" (the "Escrow Agreement"). This amount shall be considered an Earnest Money Deposit (the "Earnest Money Deposit"), which

shall be released to Assignor by Rockwell at Closing and be applied to the Purchase Price at Closing. Should the Closing not occur for any reason relating exclusively to Assignor, or upon termination of this Agreement due to Assignor's material breach, the Parties agree that the Earnest Money Deposit shall be returned to Assignee by Rockwell. Should the Closing not occur for any reason relating exclusively to Assignee, or upon termination of this Agreement due to Assignee's material breach, the Parties agree that the Earnest Money Deposit shall be retained by Rockwell and given to Assignor, less Rockwell's Fees and Costs, as liquidated damages in full and complete satisfaction of all claims Assignor may have against Assignee under this Agreement.

3. Assignment Application. Within five (5) business days following the date of execution of this Agreement, the parties shall cooperate in the electronic filing of an application (FCC Form 345) seeking FCC consent to the assignment (the "Assignment Application"). The parties shall each use best efforts to prosecute the Assignment Application diligently and in good faith so that it may be granted by the FCC as soon as practicable, provided, however, that in the event the Assignment Application is designated for hearing, then either party, if not then in default, may elect to terminate this Agreement upon written notice to the other party in which case neither party shall have any rights or liabilities hereunder.

4. Closing. On the Closing Date, the Assignee agrees to pay the Purchase Price, and the Assignor shall deliver clear title to the Assets, free of any claims, liabilities, liens or other encumbrances of any nature. The Assets are to be conveyed by Assignor to Assignee through an assignment and any other document of transfer (the "Closing Documents") customary for such purpose and satisfactory in form and substance to Assignor, Assignee, and their respective counsel. The Closing will occur within five (5) business days following the date on which the FCC approval of the assignment of the FCC Permit from the Assignor to the Assignee is granted and becomes a "Final Order". The parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to the Assignor or the Assignee; or (2) the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term "Final Order" shall mean an order of the FCC which is not reversed, stayed, enjoined or set aside; and as to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending; and provided that the time for filing any such request, petition or notice of appeal or review by the FCC, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired. Notwithstanding the foregoing, Assignee, upon written notice to the Assignor, may waive the requirement that the grant become a Final Order, in which case closing shall occur following initial grant of the Application on a date to be determined by the parties.

5. Non-Closing. Should the FCC revoke or refuse to approve the transfer of the Construction Permit specified herein, Assignor agrees that the Earnest Money Deposit shall be refunded by

Rockwell as described in Exhibit "A" within five (5) business days of such final denial by the FCC and there shall be no further obligation by either party. If the Closing has not occurred within twelve (12) months after the date of this Agreement, then either party may terminate this Agreement, provided, however, that the right to terminate this Agreement under this Section 5 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the principal cause of, or shall have resulted in unreasonable delay in the Closing. In the event of a termination of this Agreement under this Section 5, the Parties agree that the Earnest Money Deposit shall be refunded to Assignee by Assignor.

6. Representations, Warranties and Covenants.

(a) Assignor and Assignee represent that each has had the opportunity to have legal counsel review this Agreement and the action contemplated. The cost of legal representation shall be paid by the party which incurred the expense.

(b) Each party represents to the other that it has full legal authority and power to enter into this Agreement and to timely perform all of its obligations set forth herein, and that this Agreement constitutes the legal, valid and binding obligation of that party, enforceable in accordance with its terms.

(c) Assignor covenants that it will use all reasonable efforts to avoid any act that might have a material adverse effect upon any of the Assets or the transaction contemplated hereby pending the Closing.

(d) Assignor warrants that the CP is valid and in full force and effect and constitutes all of the authorizations issued by the FCC in connection with the construction and/or operation of the new FM translator as provided in the CP. Other than as set forth in the publicly available FCC records, the CP is not subject to any restriction or condition that would limit in any respect the construction and/or operation of the FM translator as now intended. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify the CP (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint by or before the FCC, pending or threatened, against Assignor regarding the CP.

(e) Assignor warrants that it has complied in all material respects with all requirements to file reports, applications and other documents with the FCC with respect to the CP, and all such reports, applications and documents are complete and correct in all material respects.

(f) Assignor warrants that it has, and on the Closing Date will have, good and marketable title to all of the Assets, free and clear of all claims and liens.

(g) Assignor warrants that there are no leases or contracts pertaining to the Assets, and between now and the date of Closing, Assignor shall not, without the consent of Assignee, enter into any leases or contracts pertaining to the Assets or dispose of or agree to sell any of the Assets.

(h) Assignor warrants that it has filed all federal, state and local tax returns which are required to be filed, and has paid all taxes and all assessments to the extent that such taxes and assessments have become due, other than such returns, taxes and assessments, the failure to file or pay would not, individually or in the aggregate, materially adversely affect the Assets.

(i) Assignor and Assignee each warrant that none of the representations or warranties made by it, nor any statement made in any document or certificate furnished by it pursuant to this Agreement contains or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

7. Exclusivity and Confidentiality. Assignor agrees that from the date hereof, it will not seek to transfer, sell or entertain any offers from third-parties to buy the CP. Further, the Parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the FCC rules.

8. FCC and Financial Qualifications. Assignee represents warrants and covenants that the Assignee is qualified to be an FCC licensee and to hold the CP; and that the Assignee is and will be financially qualified to perform all obligations of this Agreement at all relevant times.

9. Consents. Each party agrees that, except for FCC consent, no consent, waiver, authorization or approval from, or filing of any notice or report with, any Governmental Authority or other Person is necessary in connection with the execution, delivery or performance by either party of this Agreement or any of the documents or transactions contemplated hereby.

10. Minor Modification Application. Assignor agrees to cooperate with Assignee in the filing a Minor Modification Application (FCC Form 349) for the Permit (the "Application") relocating the authorization to a tower that will serve the Assignee's purposes. The costs and expenses incurred in conjunction with the preparation, review, filing and processing for the Minor Modification Application shall be paid by the Assignor. Grant of the Minor Modification Application by the FCC is not a condition precedent to Closing.

11. Fees. The Parties agree that the legal fees shall be paid by the party which incurred the expense, and further that the FCC Assignment application fee shall be paid one-half by the Assignee and one-half by the Assignor (i.e. 50/50).

12. Brokerage Fees. Assignor shall be solely responsible for all media broker's fees to Rockwell. Assignee has no media broker to which it owes media broker's fees for this transaction. Each party warrants that except for the persons named in the preceding sentence, no agent, broker, investment banker, or other person or firm acting on behalf of or under the authority of that party or any affiliate of that party is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from the other party in connection with transactions contemplated by this Agreement.

13. Control of CP. Between the date of this Agreement and the Closing Date, Assignee shall not control the CP, which shall remain the sole responsibility and under the control of Assignor, subject to Assignor's compliance with this Agreement.

14. Public Notice. Upon filing the Assignment Application, the Assignor shall be responsible for, and shall take the necessary steps, to provide such legal public notice concerning the Assignment as is or may be required under the FCC Rules and provide Assignee with evidence of compliance with the local public notice requirement.

15. Assignor's Closing Conditions. All obligations of Assignor to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions which, except for the initial consent of the FCC to the assignment, may be waived in whole or in part by Assignor:

a. the FCC shall have consented to the assignment of the CP to Assignee without any condition materially adverse to Assignor;

b. Assignee shall have delivered the balance of the Purchase Price in the manner specified in Section 2 hereof;

c. all representations and warranties of Assignee made herein shall be true and correct in all material respects as of the Closing Date; and

d. as of the Closing Date, Assignee shall have complied in all material respects with all covenants and conditions of this Agreement.

16. Assignee's Closing Conditions. All obligations of Assignee to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions which, except for the initial consent of the FCC to the assignment, may be waived in whole or in part by Assignee:

a. the FCC shall have consented to the assignment of the CP to Assignee without any condition materially adverse to Assignee, and such consent shall have become a Final Order;

b. Assignor shall have executed and delivered to Assignee the Closing Documents and conveyed the Purchased Assets to Assignee in accordance with this Agreement;

c. all representations and warranties of Assignor made herein shall be true and correct in all material respects as of the Closing Date; and

d. as of the Closing Date, Assignor shall have complied in all material respects with all covenants and conditions of this Agreement.

17. Notices. All correspondence or notice required or desired to be given under this Agreement shall be deemed given when delivered to the US Postal Service, pre-paid First Class mail, to the address listed below:

To Assignor:

**Your Christian Companion Network, Inc.**  
9019 West Lane  
Stockton, California 95210  
ATT: Shirley Garner

With a copy (which shall not constitute notice) to:

Cohn And Marks LLP  
1101 17<sup>th</sup> Street, N.W., Suite 1001  
Washington, DC 20036      ATT: Richard A. Helmick  
E-Mail: richard.helmick@cohnmarks.com

To Assignee:

**Bravo Mic Communications, LLC**  
101 Perkins Drive  
Las Cruces, NM 88005  
ATT: Michael Smith

With a copy (which shall not constitute notice) to:

Telecommunications Law Professionals PLLC  
1025 Connecticut Avenue, N.W., Suite 1011  
Washington, D.C. 20036  
ATT: Dennis P. Corbett  
E-Mail: dcorbett@telecomlawpros.com

18. Liquidated Damages. If Assignee performs or fails to perform any act that results in a material breach of the Agreement and termination of the Agreement prior to Closing, actual damages would be difficult to ascertain and so the parties agree that the amount of the Earnest Money Deposit (\$6,500) is a reasonable approximation of the damage they would suffer were Assignee to default.

19. Specific Performance. In the event of a material breach of this Agreement by Assignor, instead of termination of this Agreement and seeking damages from Assignor, Assignee shall alternatively have the right to seek and obtain specific performance of the terms of this Agreement, it being agreed by Assignor that the Assets are unique assets. If any action is brought by Assignee pursuant to this subsection to enforce this Agreement, Assignor shall waive the defense that there is an adequate remedy at law.

20. Indemnification. Assignor indemnifies and holds Assignee harmless from any third party loss, liability, damage or expense (including legal and other expenses incident thereto) arising from or pertaining to (a) ownership of the Assets prior to the date of Closing or (b) breach of any covenants, representations or warranties of this Agreement, by Assignor. Assignee indemnifies and holds Assignor harmless from any third party loss, liability, damage or expense (including legal and other expenses incident thereto) arising from or pertaining to (a) ownership or operation of the Assets subsequent to the date of Closing or (b) breach of any covenants, representations or warranties in this Agreement, by Assignee. No indemnification claims may be brought under this paragraph unless written notice describing in reasonable detail the nature and basis of such claim is given within a reasonable time after the party seeking indemnification becomes aware of the claim. The indemnifying party shall be entitled at its own expense to compromise or defend against the claim with counsel reasonably satisfactory to the indemnified party; provided, that once the defense thereof is assumed by the indemnifying party, the indemnifying party shall keep the indemnified party advised of all developments in the defense thereof and any related litigation, and the indemnified party shall be entitled at all times to participate in the defense thereof at its own expense.

21. No Liabilities Assumed. Assignee shall not assume or in any manner be liable for any debts, liens, obligations or liabilities of Assignor, whether express or implied, known or unknown, contingent or absolute.

22. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreement whether in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by

both parties and may be executed in counterparts. The Agreement is to be construed and enforced under the laws of New Mexico with venue for any action brought to enforce this Agreement in the state or federal courts of competent jurisdiction of the State of New Mexico.

The undersigned represent and warrant that, respectively, they have authority to sign this Agreement and to legally bind themselves to perform all of the terms hereof. All representations and warranties made by the parties herein shall survive the Closing and remain operative in full force and effect for a period of one (1) year after Closing and all covenants and obligations of the parties herein which are not fully performed as of the Closing shall survive the Closing until fully performed.

**WHEREFORE**, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

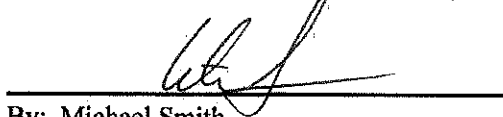
**YOUR CHRISTIAN COMPANION NETWORK, INC. - "ASSIGNOR"**



By: Shirley Garner

Its: Vice President

**BRAVO MIC COMMUNICATIONS, LLC - "ASSIGNEE"**



By: Michael Smith

Its: President & CEO

**Exhibit "A"**

Escrow Agreement

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** is made and entered into this 8th day of August 2017, by and between **YOUR CHRISTIAN COMPANION NETWORK, INC** ("Seller") and **BRAVO MIC COMMUNICATIONS, LLC** ("Buyer") and **ROCKWELL MEDIA SERVICES, LLC**, a Utah limited liability company ("Escrow Agent").

### RECITALS

WHEREAS, Buyer and Seller have entered into a Purchase Agreement dated August 8, 2017 (the "Purchase Agreement"), in which Buyer has agreed to acquire certain assets of Seller relating to FM Translator Station K244FF at Las Cruces, NM (Facility ID No. 157004).

WHEREAS, pursuant to the Purchase Agreement, Buyer must deposit certain sums into an escrow ("Escrow Deposit");

WHEREAS, Buyer and Seller have mutually agreed that Rockwell Media Services, LLC shall act as Escrow Agent. WHEREAS, Escrow Agent is willing to act as Escrow Agent under this Escrow Agreement and hold, manage and distribute the Escrow Deposit, defined below, in accordance with this Escrow Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. Deposit Payment. On the 8th day of August 2017, Buyer will deposit with the Escrow Agent the Escrow Deposit in the amount of SIX- THOUSAND FIVE-HUNDRED DOLLARS (\$6,500.00).
2. Acknowledgment of Receipt: Instructions Regarding Handling. The Escrow Agent acknowledges receipt of the Escrow Deposit and agrees to invest and reinvest it and any cash received by the Escrow Agent from time to time pursuant to any written instructions given to the Escrow Agent jointly by the parties. In the absence of any written instructions, the Escrow Agent shall, in its discretion, invest the Escrow Deposit in short-term interest bearing obligations of the United States Government, or obligation of the United States banks that are member of the Federal Reserve System, or money market accounts.
3. Distribution of Escrow Deposit. The Escrow Agent shall retain the Escrow Deposit until it:
  - a. Receives joint written directions from Seller and Buyer directing a disbursement of the Escrow Deposit; or

- b. Receives written directions from either Seller or Buyer directing disbursement of the Escrow Deposit and does not, within ten (10) business days from the date on which the Escrow Agent sends the written directions to the other party, receive any objection in writing to the distribution contemplated by the written directions.
4. Reliance of Escrow Agent upon Documents. Escrow Agent may act in reliance upon any signature on a written instrument that it believes in good faith to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing, notice, advice or instructions in connection with the provisions of this Escrow Agreement.
5. Escrow Agent Acts Only as Depositor. The Escrow Agent will act hereunder as a depository only and not a party to any other agreement, document or understanding in which Buyer and Seller are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any of the agreements or documents existing between Buyer and Seller. The Escrow Agent undertakes no responsibility or liability for the execution of such agreements and documents.
6. Escrow Agent's Duties Re: Conflict Demands. If any dispute arises among the parties concerning this Escrow Agreement (including, but not limited to, a failure by the parties to jointly agree with respect to disbursement of the Escrow Deposit, or an objection by a party to any written directions regarding disbursement of the Escrow Deposit), Escrow Agent may, unless the parties, in writing direct it to the contrary, hold the Escrow Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefore has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing the Escrow Agent on the disbursal of the Escrow Deposit. Escrow Agent shall comply with such court judgment. In the alternative, the Escrow Agent may interplead the Escrow Deposit with the Washington County Fifth District Court in St. George, Utah pursuant to Utah Rules of Civil Procedure. If the Escrow Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorney's fees, in connection with such interpleader action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until it receives a final judgment in the interpleader action.
7. Escrow Agent's Liability. The Escrow Agent shall have no liability hereunder except for its own willful misconduct, bad faith or gross negligence.
8. Fees and Expenses of Escrow Agent. Escrow Agent shall not be entitled to receive fees for its services, but shall be reimbursed for out of pocket expenses (including reasonable legal fees and associated expenses) incurred by it as Escrow Agent. Such expenses of the

Escrow Agent shall be shared equally by the Seller and Buyer. The Escrow Agent shall be vested with a lien on the Escrow Deposit and then interest earned thereon from indemnification, reasonable attorneys' fees, court costs, any suite, interpleader or otherwise, for any other expense, fees or charges of any character or nature, that may be incurred by Escrow Agent by reason of disputes arising between Seller and Buyer. Notwithstanding any written instructions or any award made as a consequence of any suit, action or other proceeding arising out of this Escrow Agreement, the Escrow Agent shall have the right to withhold from any funds subject to disbursement an amount equal to the Escrow Agent's expenses incurred pursuant to this Escrow Agreement until such additional expenses shall be fully paid.

9. Attorney's Fees and Other Expenses. If any suit, action or other proceeding arises out of this Escrow Agreement, the losing party shall pay the prevailing party:

- a. Its reasonable attorneys' fees and other costs incurred in connection with the dispute giving rise to such proceedings, and
- b. In cases where the Escrow Agent is the prevailing party, unless otherwise paid directly to the Escrow Agent, the losing party's share of any expenses incurred by the Escrow Agent in connection with performing its responsibilities under this Agreement.

10. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing or by facsimile transmission, and shall be deemed to be delivered, on receipt if delivered by hand delivery or facsimile or, whether actually received or not, seven-two (72) hours after deposit of both the original and the copies, as provided below, in a regular mail receptacle of the United State Post Office, registered or certified, postage prepaid and addressed as follows:

a. If to Seller:

**Your Christian Companion Network, Inc.**  
9019 West Lane  
Stockton, California 95210  
ATT: Shirley Garner

with a copy, which shall not constitute notice, to

Cohn and Marks LLP  
1101 17<sup>th</sup> Street, N.W., Suite 1001  
Washington, DC 20036  
Att: Richard A. Helmick

E-Mail: [richard.helmick@cohnmarks.com](mailto:richard.helmick@cohnmarks.com)

b. If to the Buyer:

**Bravo Mic Communications, LLC**  
101 Perkins Drive  
Las Cruces, NM 88005  
ATT: Michael Smith

With a copy (which shall not constitute notice) to:

Telecommunications Law Professionals PLLC  
1025 Connecticut Avenue, N.W., Suite 1011  
Washington, D.C. 20036  
ATT: Dennis P. Corbett  
[dcorbett@telecomlawpros.com](mailto:dcorbett@telecomlawpros.com)

c. If to Escrow Agent

Rockwell Media Services, LLC  
158 West 1600 South, Suite 200, P. O. Box 1194  
St. George, Utah 84771-1194  
ATT: Morgan Skinner

With a copy (which shall not constitute notice) to:

Barlow Law, PLLC  
520 Main Street C318  
Heber City, UT 84032  
J. Christian Barlow, Esq  
[jcb@JohnChristianBarlow.com](mailto:jcb@JohnChristianBarlow.com)

d. Counterpart Signatures: Facsimile. This Escrow Agreement may be executed by the parties and the Escrow Agent in any number of counterparts, and each executed copy shall be original for all purposes without account for the other copies, provided that all parties and the Escrow Agent have executed a counterpart. Delivery of an executed counterpart of a signature page to this Agreement by emailed scan or

facsimile shall be as effective as a delivery of a manually executed counterpart of the Agreement.

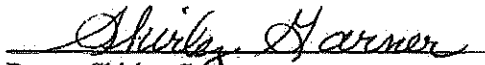
- e. Interpretation. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Utah, except that the laws of the State of Utah shall apply in regard to procedural aspects of the interpleader action.
- f. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of the Seller and Buyer as between each other, it does not supersede, and is subject to the Purchase Agreement.
- g. Amendments. The Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by instrument in writing executed by or in behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.
- h. Assignment; Successors and Assigns: No party, including the Escrow Agent, may assign this Agreement without the written consent of all parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- i. Section heading. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused the execution of this Escrow Agreement by their duly authorized officers on the date first written above.

**SELLER:**

**YOUR CHRISTIAN COMPANION NETWORK, INC**

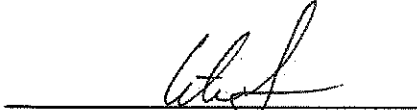


By: Shirley Garner

Its: Vice President

**BUYER:**

**BRAVO MIC COMMUNICATIONS, LLC**



By: Michael Smith

Its: President & CEO

**ESCROW AGENT:**

**ROCKWELL MEDIA SERVICES, LLC**



By: Morgan Skinner

Its: Managing Partner