

AGREEMENT FOR SALE OF MEMBERSHIP INTEREST

THIS AGREEMENT FOR SALE OF MEMBERSHIP INTEREST (this "Agreement") is made and entered into as of December __, 2019, by and among **OUR VETERANS VOICE LLC**, a Florida limited liability company (the "Company"), **LAWRENCE WAPNICK** (the "Purchaser"), and **RALPH OKO** (the "Seller").

WHEREAS, the Company presently has the following membership interests issued and outstanding:

<u>Member</u>	<u>Percentage Interest</u>
Lawrence Wapnick	50%
Ralph Oko	<u>50%</u>
TOTAL	<u>100 %</u> ; and

WHEREAS, the Seller desires to sell to the Purchaser the entire fifty percent (50%) membership interest in the Company owned by the Seller, and the Purchaser desires to purchase from the Seller such fifty percent (50%) membership interest (hereinafter referred to as the "Interest");

WHEREAS, the Purchaser is willing to purchase the Interest from the Seller, and the Seller is willing to sell the Interest, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the transaction contemplated herein is subject to the prior approval of the Federal Communications Commission ("FCC").

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

1. RECITALS. The recitals set forth in the "WHEREAS" clauses above are true and correct and are incorporated herein by reference.

2. PURCHASE OF THE INTEREST.

a. Upon the terms and subject to the conditions set forth herein, the Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Interest on the Closing Date (as defined in Section 9 hereof) for the purchase price set forth in Section 4 hereof.

b. On the Closing Date, the Seller hereby agrees to execute and deliver, or cause to be delivered, to the Purchaser a membership interest assignment and transfer document transferring the Interest, substantially in the form attached hereto as Exhibit A, which is incorporated herein by this reference.

3. WAIVERS.

a. In connection with the purchase and sale of the Interest, the Seller hereby agrees to waive all claims against the Purchaser and the Company, and the each of the Purchaser and the Company hereby agrees to waive all claims against the Seller. The Parties do NOT have an Operating Agreement.

b. On the Closing Date, each of the Seller, the Purchaser and the Company hereby agrees to execute and deliver, or cause to be delivered, a waiver substantially in the form attached hereto as Exhibit B (the “Waiver”), which is incorporated herein by this reference.

4. PURCHASE PRICE; PAYMENT.

a. The parties agree that the value of the Interest on the date hereof, and the total consideration that the Purchaser shall pay for the Interest, is One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00) (the “Purchase Price”).

b. The Purchase Price shall be payable by the Purchaser to the Seller as follows:

(i) \$5,000.00 due at Closing; and

(ii) \$145,000 in the form of a Note, substantially in the form attached hereto as Exhibit C (the “Note”).

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER.
The Seller represents, warrants and agrees, on the date hereof and as of the Closing, as follows:

a. The Seller owns, beneficially and of record, the Interest and has the full and unrestricted right and power to sell, assign, transfer and deliver the same to the Purchaser in accordance with this Agreement, free and clear of any liens, security interests, encumbrances, pledges, charges, claims, voting trusts and restrictions on transfer of any nature whatsoever. There are no outstanding agreements or rights to any party other than as contemplated by this Agreement in respect of the purchase and sale of the Interest. The Interest is the only membership interest, or other equity interest, of the Company that is owned by the Seller.

b. The Seller has all the necessary power and authority to enter into and perform the Seller’s obligations under this Agreement. No notice, report or other filing or registration with, and no consent, approval or authorization of, any federal, Florida or local governmental authority is required to be submitted, made or obtained in connection with the execution, delivery or performance of this Agreement by the Seller.

c. Neither the execution and delivery by the Seller of this Agreement nor the consummation of the transactions contemplated hereby nor the performance of the terms and conditions hereof will constitute a breach or default (or an event which, with the lapse of time or the giving of notice, or both, would constitute a breach or default) under any agreement, deed, contract, mortgage, indenture, writ, order, decree, commitment or instrument to which the Seller is a party or by which the Seller or the Seller’s assets are bound.

d. Upon transfer of the Interest by the Seller to the Purchaser in accordance with this Agreement, the Purchaser will as a result receive good title to the Interest, free and clear of all liens, encumbrances, claims, charges, assessments and restrictions of any kind, including claims against or by the Seller.

e. This Agreement has been duly and validly executed and delivered by the Seller, is legally binding on the Seller, and is enforceable against the Seller in accordance with its terms.

f. The Seller has not incurred any obligation to anyone in the nature of a brokerage commission or finder's fee with respect to the transactions contemplated by this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents, warrants and agrees, on the date hereof and as of the Closing, as follows:

a. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. The members indicated in the first "WHEREAS" clause of the recitals of this Agreement are the only members of record of the Company and own the membership interests indicated therein.

b. All corporate action required to be taken by or on behalf of the Company to authorize the execution of this Agreement has been taken. There are no agreements that restrict the transfer of the Interest, including any Operating Agreement.

c. Neither the execution and delivery by the Company of this Agreement nor the consummation of the transactions contemplated hereby nor the performance of the terms and conditions hereof will constitute a breach or default (or an event which, with the lapse of time or the giving of notice, or both, would constitute a breach or default) under any agreement, deed, contract, mortgage, indenture, writ, order, decree, commitment or instrument to which the Company is a party or by which the Company or the Company's assets are bound.

d. This Agreement has been duly and validly executed and delivered by the Company, is legally binding on the Company, and is enforceable against the Company in accordance with its terms.

e. The Company has not incurred any obligation to anyone in the nature of a brokerage commission or finder's fee with respect to the transactions contemplated by this Agreement.

7. INVESTMENT REPRESENTATIONS. The Purchaser hereby represents and warrants to the Company and the Seller, as an inducement to sell the Interest to the Purchaser, and agrees, on the date hereof and as of the Closing, as follows:

a. The Purchaser has all the necessary power and authority to enter into and perform the Purchaser's obligations under this Agreement. There are no judicial, administrative or arbitration orders, judgments, decrees, awards, actions, litigation, investigations or proceedings pending or threatened against the Purchaser or the Purchaser's assets before any arbitrator,

administrative tribunal, court or governmental authority. No notice, report or other filing or registration with, and no consent, approval or authorization of, any federal, Florida or local governmental authority is required to be submitted, made or obtained in connection with the execution, delivery or performance of this Agreement by the Purchaser.

b. Neither the execution and delivery by the Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor the performance of the terms and conditions hereof will constitute a breach or default (or an event which, with the lapse of time or the giving of notice, or both, would constitute a breach or default) under any agreement, deed, contract, mortgage, indenture, writ, order, decree, commitment or instrument to which the Purchaser is a party or by which the Purchaser or the Purchaser's assets are bound.

c. The Interest acquired by the Purchaser shall be acquired on the Purchaser's own behalf and not as trustee or agent for another, and the Purchaser will acquire the Interest for the purpose of investment and not with a view to, or for, resale, nor with any intention of distributing or selling the Interest. This provision shall not restrict the Purchaser's future ability to sell the Interest at any later date.

d. The Purchaser acknowledges and understands that (i) the Interest to be acquired by the Purchaser will not have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the Florida Securities and Investor Protection Act, or the securities laws of any state; and (ii) the Interest is to be acquired pursuant to an investment representation on the part of the Purchaser and shall not be sold, pledged, hypothecated, donated or otherwise transferred, whether or not for consideration, by the Purchaser, and the Company may not permit the transfer of the Interest, without registration or upon the issuance to the Company of a favorable opinion of counsel reasonably satisfactory to the Company to the effect that any such transfer shall not be in violation of the registration requirements of the Securities Act and any applicable state securities laws. A conspicuous legend shall be placed upon any certificate or certificates that may be delivered to the Purchaser and, when required by the foregoing provisions, upon any substitutes therefor, in substantially the following form:

THE INTEREST REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE LAWS OF ANY STATE, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATING THERETO OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR UNDER THE LAWS OF ANY STATE.

e. The Purchaser acknowledges and agrees that he has had a full opportunity to ask questions of, and receive answers from, the appropriate officer of the Company pertaining to the financial and business status of the Company and its capital structure. The Company has made available for inspection by the Purchaser books and records of the Company and has not

refused to permit the Purchaser to inspect any pertinent document requested to be inspected by him. The Purchaser is not aware of any refusal or failure on the part of the Company to furnish any requested information.

f. The Purchaser is willing and financially able to bear the economic risks of the investment in the Interest, and he affirms that he has knowledge and experience in business and financial matters so as to be capable of evaluating the merits and risks of such investment. The Purchaser acknowledges that he must bear the economic risk of such investment for an indefinite period of time because the Interest that is to be acquired has not been registered under the Securities Act or under any state securities law and, therefore, cannot be sold unless it is subsequently registered under the Securities Act and any applicable state securities law, or unless exemptions from such registration are available.

g. The Purchaser has not incurred any obligation to anyone in the nature of a brokerage commission or finder's fee with respect to the transactions contemplated by this Agreement.

8. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE. Each party hereto agrees that the representations, warranties and agreements made by such party herein are true and correct and that such representations, warranties and agreements shall survive the closing of the transactions contemplated hereunder.

9. CLOSING. The closing of the transactions contemplated herein (the "Closing") shall occur no earlier than one business day after the date on which the FCC approves the transfer of control of the Company to the Purchaser, (the "Closing Date"), at such place and time as the parties shall mutually agree. At the Closing:

a. The Purchaser shall deliver or cause to be delivered to the Seller the Purchase Price and Note in accordance with Section 4 and the Waiver in accordance with Section 3, duly and properly executed.

b. The Seller shall deliver or cause to be delivered to the Purchaser or the Company the membership interest assignment and transfer document transferring the Interest in accordance with Section 2.b and the Waiver in accordance with Section 3, both duly and properly executed.

c. The Company shall deliver or cause to be delivered to the Seller or the Company the Waiver in accordance with Section 3, duly and properly executed. Subsequent to the Closing, the Company shall transfer the Interest in the membership records of the Company from the Seller to the Purchaser and, upon the Purchaser's request, issue a new membership interest certificate (if any) to the Purchaser for the Interest in accordance with the transfer document executed by the Seller and deliver the membership interest certificate for the Interest to the Purchaser.

d. The obligations of each of the Company and the Seller to consummate the transactions contemplated by this Agreement shall be subject to the occurrence of each of the

following events contemporaneously with or prior to the Closing of the transaction contemplated by this Agreement:

- i. the truth, accuracy, correctness and completeness of the representations and warranties of the Purchaser set forth in Section 7 at and as of the Closing; provided, that the Company and the Purchaser shall have no obligation to verify such accuracy;
- ii. the Seller's execution and delivery of the items set forth in Section 9.b, and all other documents reasonably requested by the Company;
- iii. the Company's execution and delivery of the Waiver set forth in Section 9.c; and
- iii the Purchaser's delivery of the Purchase Price and execution and delivery of the Waiver set forth in Section 9.a.

10. INDEMNIFICATION.

a. From and after the Closing Date, the Seller shall protect, defend, indemnify and hold harmless the Company and the Purchaser from any and all claims arising from the Seller's breach of any of the Seller's representations and warranties set forth in Section 5, from the Seller's breach of any covenants in this Agreement, and from the Seller's violations of any applicable law, regulation, order, judgment or decree.

b. From and after the Closing Date, the Purchaser shall protect, defend, indemnify and hold harmless the Company and the Seller from any and all claims arising from the Purchaser's breach of any of the Purchaser's representations and warranties set forth in Section 7, from the Purchaser's breach of any covenants in this Agreement, and from the Purchaser's violations of any applicable law, regulation, order, judgment or decree.

c. From and after the Closing Date, the Company shall protect, defend, indemnify and hold harmless Seller from any and all claims arising from the Company's breach of any of the Company's representations and warranties set forth in Section 6, from the Company's breach of any covenants in this Agreement, and from the Company's violations of any applicable law, regulation, order, judgment or decree.

11. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested, or by nationally recognized overnight delivery service, to the following addresses:

If to the Seller: RALPH OKO
8500 20th Street, Box 690788
Vero Beach, FL 32969
Email: _____
Telephone: _____

If to the Purchaser: Lawrence Wapnick
c/o Edward W. Becht, Esquire
321 South Second Street
Fort Pierce, FL 34950
Email: edbecht@bechtlaw.com
Telephone: 1-772-465-5500

If to the Company: OUR VETERANS VOICE LLC
Attn: Lawrence Wapnick, Manager
101 Island Sanctuary
Vero Beach, FL 32963
Email: leicalarry@AOL.com
Telephone: 1-772-532-8749

provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. Any notice or other communication shall be deemed to have been given and received hereunder as of (a) the date the same is actually hand delivered, (b) if mailed, five business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested, (c) or, if sent by nationally recognized overnight delivery service, the date actually delivered or when delivery is refused.

12. ATTORNEY FEES. All legal fees and accounting fees incurred by each of the parties hereto in connection with this Agreement and the consummation of the transactions contemplated hereby will be paid by each such party. In connection with any litigation, including appellate proceedings, arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses from the non-prevailing parties.

13. BINDING EFFECT; ASSIGNMENT; SURVIVAL. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, beneficiaries, successors and permitted assigns. Neither this Agreement nor any of the rights of any party hereto may be assigned without the prior written consent of the other parties. The terms, conditions, obligations and covenants of this Agreement shall survive its execution by the parties hereto, the Closing contemplated hereunder and the execution of all contracts hereafter entered into between the parties hereto, except to the extent that such contracts may be inconsistent with this Agreement.

14. COMPLETE AGREEMENT; AMENDMENT; WAIVER. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto.

15. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any legal proceeding or action at law arising out of or construing this Agreement shall lie exclusively in the state courts in and for Indian River County, Florida. The parties hereto expressly consent to such jurisdiction and waive any other venue.

16. FURTHER ASSURANCES. The parties hereto agree that they shall execute such other documents and/or take such other steps as may be reasonably necessary to effectuate the transactions contemplated by this Agreement, including, without limitation, the preparation and filing of an application for the FCC consent to the transfer of control of the Company to the Purchaser, which application shall be filed with the FCC within three (3) business days of the parties execution of this Agreement. The cost of obtaining such consent from the FCC shall be borne equally by the Seller and the Buyer.

17. JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

PURCHASER:

SELLER:

LAWRENCE WAPNICK

RALPH OKO

COMPANY:

OUR VETERANS VOICE LLC

By: _____
Lawrence Wapnick, Manager

EXHIBIT A

ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTEREST

FOR AND IN CONSIDERATION OF the receipt of good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned member of OUR VETERANS VOICE LLC, a Florida limited liability company (the “Company”), does hereby sell, assign, convey and transfer to LAWRENCE WAPNICK the entirety of the undersigned’s FIFTY PERCENT (50%) membership interest in the Company. The undersigned does hereby irrevocably constitute and appoint any member of the Company, for and on behalf of the Company, attorney to transfer said membership interest on the books of the Company, with full power of substitution in the premises.

Dated _____, 2020.

RALPH OKO

In the presence of:

Print Name: _____

Print Name: _____

EXHIBIT B

WAIVER

The undersigned, RALPH OKO, in connection with the Agreement for Sale of Membership Interest dated December ___, 2019 (the "Agreement"), by and among the undersigned, LAWRENCE WAPNICK ("Purchaser"), and OUR VETERANS VOICE LLC (the "Company"), does hereby take the following actions and states as follows:

The undersigned hereby forever waives any and all claims and causes of action, known or unknown, that the undersigned may have against Purchaser and the Company with respect to the undersigned's membership in the Company, and any and all other agreements by and between the Company and the undersigned other than the Agreement.

IN WITNESS WHEREOF, the undersigned has taken the foregoing actions and executed this Waiver on _____, 2020.

RALPH OKO

In the presence of:

Print Name: _____

Print Name: _____

WAIVER

The undersigned, LAWRENCE WAPNICK, in connection with the Agreement for Sale of Membership Interest dated December __, 2019 (the "Agreement"), by and among the undersigned, RALPH OKO, ("Seller"), and OUR VETERANS VOICE LLC (the "Company"), does hereby take the following actions and states as follows:

The undersigned hereby forever waives any and all claims and causes of action, known or unknown, that the undersigned may have against Seller with respect to the undersigned's membership in the Company, with respect to the Seller's membership in the Company, and any and all other agreements by and between the Seller and the undersigned other than the Agreement.

IN WITNESS WHEREOF, the undersigned has taken the foregoing actions and executed this Waiver on _____, 2020.

LAWRENCE WAPNICK

In the presence of:

Print Name: _____

Print Name: _____

WAIVER

The undersigned, OUR VETERANS VOICE LLC, in connection with the Agreement for Sale of Membership Interest dated December ____, 2019 (the "Agreement"), by and among RALPH OKO, ("Seller"), LAWRENCE WAPNICK ("Purchaser") and the undersigned, does hereby take the following actions and states as follows:

The undersigned hereby forever waives any and all claims and causes of action, known or unknown, that the undersigned may have against Seller with respect to the Seller's membership in the Company and any and all other agreements by and between the Seller and the undersigned other than the Agreement.

IN WITNESS WHEREOF, the undersigned has taken the foregoing actions and executed this Waiver on _____, 2020.

OUR VETERANS VOICE LLC

By: _____
Lawrence Wapnick, Manager

In the presence of:

Print Name: _____

Print Name: _____

Exhibit C

Note

PROMISSORY NOTE

\$145,000.00

Fort Pierce, Florida

_____, 2020

For value received, the undersigned, **LAWRENCE WAPNICK, "Maker"**, promises to pay to the order of **RALPH OKO, "Payee"**, at 8500 20th Street, Box 690788, Vero Beach, FL 32969, the sum of **ONE HUNDRED FORTY-FIVE THOUSAND and N0/100 DOLLARS (\$145,000.00)** with ZERO interest, payable as follows:

\$5,000.00	_____	___, 2020 [Closing Date];
\$5,000.00	_____	___, 2020; [One Month after Closing Date]
\$5,000.00	_____	___, 2020; [Two Months after Closing Date]
\$5,000.00	_____	___, 2020; [Three Months after Closing Date]
\$25,000.00	_____	___, 2020; [Five Months after Closing Date]
\$25,000.00	_____	___, 2020; [Eleven Months after Closing Date]
\$25,000.00	_____	___, 2021; [Sixteen Months after Closing Date]
\$25,000.00	_____	___, 2021; [Twenty-one Months after Closing Date]
<u>\$25,000.00</u>	_____	___, 2022. [Twenty-four Months after Closing Dat]

If default is made in the payment of any installment when due, then at the option of the holder, and with fifteen days' prior written notice, the holder may accelerate the due date of all the remaining installments. Privilege is given to prepay any and all sums due under this Note.

Each maker, surety and endorser hereof, jointly and severally, waives demand, presentment, protest and notice of protest for non-payment, and further agrees to any extension of time of payment, either before or after maturity, without notice to any of us; and to pay all costs of collection, including a reasonable attorney's in the event of any default hereunder.

Maker:

LAWRENCE WAPNICK