

EXHIBIT A

(Escrow Agreement)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2019, by and among Bakewell Media of Louisiana, LLC., a limited liability company (the "Seller"), Henry Consulting, LLC, a limited liability company (the "Buyer"), and David Honig (the "Escrow Agent").

WITNESSETH

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement ("Purchase Agreement") of even date herewith, for the sale of the radio station identified therein (the "Station"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Buyer must deposit in escrow the sum of Twenty Five Thousand Dollars (\$25,000.00) ("Escrow Deposit").

WHEREAS, Escrow Agent has agreed to hold, invest and disburse the Escrow Deposit, together with any interest or other earnings thereon, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties intending to be legally bound, agree as follows:

1. **APPOINTMENT OF ESCROW AGENT.** Seller and Buyer each hereby irrevocably appoint David Honig as Escrow Agent to receive, hold, administer, and deliver the Escrow Deposit, together with any interest or other earnings thereon in accordance with this Agreement, and Danny Bakewell, Jr. hereby accepts its appointment, all subject to and upon the terms and conditions set forth herein.
2. **ESCROW DEPOSIT.** Simultaneously with execution of this Agreement, Buyer will deposit with the Escrow Agent the sum of Twenty Five Thousand Dollars (\$25,000.00). The Escrow Agent shall notify the parties hereto of the receipt of the Escrow Deposit and provide the parties with written proof of the same. The Escrow Deposit and all accrued interest shall be held and released by the Escrow Agent in accordance with the terms of this Agreement.
3. **INVESTMENT OF ESCROW FUNDS.** After receipt of the Escrow Deposit and pending the disbursement of the Escrow Deposit pursuant to this Agreement, Escrow Agent shall invest the Escrow Deposit in (i) direct obligations of, or obligations fully guaranteed by, the United States of America or any agency thereof; (ii) certificates of deposit issued by commercial banks having a combined capital surplus and undivided profits of not less than \$200,000,000.00; or (iii) other investments as mutually agreed upon in writing by Buyer and Seller. Any income or interest realized from the investments made by Escrow Agent pursuant thereto shall be deemed to form part of the Escrow Deposit and shall be reinvested by Escrow Agent until all of the Escrow Deposit is fully disbursed.
4. **DISBURSEMENT OF ESCROW.** Escrow Agent shall disburse the Escrow Deposit as follows:

(a) Joint Demand. Upon receipt by Escrow Agent of a joint notice, substantially in the form of Attachment A, from Seller and Buyer stating the Closing under the Purchase Agreement is occurring, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the principal of the Escrow Deposit, including all interests and other earnings thereon, to Seller.

(b) Seller's Demand. If the Escrow Agent receives a written notice signed by Seller stating that Seller is entitled to any portion of the Escrow Deposit, the Escrow Agent shall deliver a copy thereof to Buyer in a manner specified in Paragraph 11.3 and, unless the Escrow Agent receives a written objection from Buyer within ten (10) business days after the date of delivery of the notice to Buyer as provided in Paragraph 11.3, the Escrow Agent shall deliver to Seller the portion of the Escrow Deposit claimed by Seller. If the Escrow Agent receives a written objection from Buyer, the Escrow Agent shall continue to hold the Escrow Deposit until it has received written instruction signed by Seller and Buyer or until the disagreement is resolved as provided in Paragraph 6 below.

(c) Buyer's Demand. If the Escrow Agent receives a written notice signed by Buyer stating that Buyer is entitled to any portion of the Escrow Deposit, the Escrow Agent shall deliver a copy thereof to Seller in a manner specified in Paragraph 11.3 and, unless the Escrow Agent receives a written objection from Seller within ten (10) business days after the date of delivery of the notice to Seller as provided in Paragraph 11.3, the Escrow Agent shall deliver to Buyer the portion of the Escrow Deposit claimed by Buyer. If the Escrow Agent receives a written objection from Seller, the Escrow Agent shall continue to hold the Escrow Deposit until it has received written instruction signed by Seller and Buyer or until the disagreement is resolved as provided in Paragraph 6 below.

(d) Partial Release of Escrow Deposit. If the Escrow Agent disburses less than all of the Escrow Deposit pursuant to any demand, court order, or joint instructions in accordance with this Agreement, that portion of the Escrow Deposit not disbursed, together with any interest then held by the Escrow Agent, shall continue to be held in escrow by the Escrow Agent subject to the terms of this Agreement.

(e) Payment of Interest. The Escrow Agent shall deliver to Buyer from time to time upon Buyer's demand any interest or other earnings accrued on the Escrow Deposit.

5. **ESCROW AGENT'S DUTIES**. The Escrow Agent will be under no duty or obligation to give any notice or to do or to omit the doing of any action with respect to the Escrow Deposit, except to give notice, make disbursements, and deposit the Escrow Deposit in accordance with the terms of this Agreement. The Escrow Agent will not be liable for any error in judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake of law of fact, or for anything it may do or refrain from doing in connection with this Agreement, except for its own willful misconduct or gross negligence (including a disbursement made in violation of this Agreement). The Escrow Agent will not be required in any way to resolve any controversy regarding the Escrow Deposit or take any action concerning such controversy. The Escrow Agent will not be required in any way to determine the validity or sufficiency, whether in form or substance, of any instrument, document, certificate, statement or notice referred to in this Agreement or contemplated by this Agreement, or the identity or authority of the persons

executing it. The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument, or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety of validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it in good faith to be genuine and may assume that any person purporting to give any notice or receipt or advice or made any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

6. **RIGHT OF INTERPLEADER.** If any controversy arises between the Buyer and Seller with respect to this Agreement or the Escrow Deposit, or the Escrow Agent is in doubt as to what action to take, the Escrow Agent will: (a) withhold delivery of the Escrow Deposit until the controversy is resolved by a court of competent jurisdiction in the State of Louisiana or the conflicting demands are withdrawn or the doubt is resolved, or (b) institute a bill of interpleader in a court in the State of Louisiana, to determine the rights of the parties (in which case the Escrow Agent will withhold delivery of the Escrow Deposit until paid into the court in accordance with the laws of the State of Louisiana). If a bill of interpleader is instituted, or if the Escrow Agent is threatened with litigation or becomes involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Deposit, as between themselves and the Escrow Agent, the Buyer and Seller will pay the Escrow Agent its reasonable attorneys' fees and any other disbursements, losses, reasonable expenses, costs and damages of the Escrow Agent in connection with or resulting from such threatened or actual litigation. All costs and expenses of such controversy will be charged to the non-prevailing party in such controversy.

7. **INDEMNITY.** The Buyer and the Seller, jointly, will indemnify the Escrow Agent against and hold the Escrow Agent harmless from any losses, costs, damages, expenses, claims and attorneys' fees suffered or incurred by the Escrow Agent as a result of, in connection with or arising from or out of the acts or omissions of the Escrow Agent in performance of or pursuant to this Agreement, except such acts or omissions as may result from the Escrow Agent's willful misconduct or gross negligence.

8. **DISCHARGE BY DELIVERY.** After the Escrow Agent has delivered the Escrow Deposit and any interest earned thereon pursuant to the terms of this Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Agreement.

9. **SUCCESSOR ESCROW AGENT(S).**

(a) The Escrow Agent (and any successor escrow agent) may at any time resign as such by delivering a written notice of resignation to the other parties hereto and by delivering the Escrow Deposit and all interest earned thereon to any successor escrow agent jointly designated in writing by Seller and Buyer or, if such successor is not so designated, to any court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of the Escrow Agent shall take effect upon the earlier of the appointment of a successor escrow agent or 30 days after the date of delivery of the Escrow Agent's written notice of resignation to the other parties hereto. In the event that a successor escrow agent has not been appointed at the expiration of such 30 days period, the Escrow Agent's sole responsibility hereunder shall be the

safekeeping of the Escrow Deposit, and interest, if any, and to pay such amount as may be specified in a written agreement signed by Seller and Buyer or as any court of competent jurisdiction may order.

(b) If, at any time, the Escrow Agent receives a written notice signed by Seller and Buyer stating that they have selected another escrow agent, the Escrow Agent shall deliver the Escrow Deposit and all interest earned thereon to such successor escrow agent within ten (10) business days of receiving the aforesaid notice.

10. **TERMINATION.** This Agreement shall terminate upon the disbursement of the entire Escrow Deposit and any interest earned thereon by the Escrow Agent in accordance with the terms of this Agreement, including the deposit of the Escrow Deposit with the clerk of any court of competent jurisdiction in accordance with Paragraphs 6 or 9, and the delivery of interest or earnings thereon to Buyer in accordance with Paragraph 4(e) or by written consent signed by all parties.

11. MISCELLANEOUS.

11.1 **Binding Effect.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

11.2 **Entire Agreement; Amendments.** This Agreement, as read in conjunction with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter hereof, and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter hereof. No alteration, amendment, modification or change of this Agreement shall be valid unless by like written instrument, except as provided in Paragraph 9.

11.3 **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed to have been duly delivered and received on the date of personal delivery, or on the first business day after delivery to a nationally reorganized overnight delivery service for next morning delivery, or upon confirmation by telecopy and shall be addressed to the following addresses, or to such other address as any party may request by notifying the other parties hereto:

Seller: Bakewell Media of Louisiana, LLC
3800 Crenshaw Blvd.
Los Angeles, CA. 90008

Attn: Danny Bakewell, Jr.
with a copy, which shall not constitute notice, to:

Fofana & Associates
1800 Century Park East
Suite 600
Los Angeles, CA 90067
Attn: Fatima Fofana, Esq.

Buyer: Henry Consulting, LLC
[INSERT ADDRESS]

Attn: Troy Henry

with a copy, which shall not constitute notice, to:

Davillier Law Group
935 Gravier Street
Suite 1702
New Orleans, LA 70112
Attention: Daniel E. Davillier, Esq.

Escrow Agent:

David Honig, Esq.
Law Office of David Honig
5554 Hwy A1A, Suite 301
Vero Beach, FL 32963

11.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Louisiana, without regard to its rules for conflict of laws. All Escrow Agent's rights under this Agreement are cumulative of any other rights it may have by law or otherwise.

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

11.6 Severability. Any provision of this Agreement that is determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions hereof, and its prohibition or unenforceability in any jurisdiction shall not invalidate or render enforceable the same provision in any other jurisdiction. It is expressly understood, however, that the parties hereto intend every provision of this Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement.

11.7 Headings. The headings of the sections and subsections contained herein are for ease of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

11.8 Fees. Other than as set forth in Section 6 above, as between Seller and Buyer, all compensation payable to the Escrow Agent and all expenses of the Escrow Agent shall be borne one-half each.

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SELLER: M.N.A.

Bakewell Media of Louisiana, LLC

[Escrow Agent address]

By: _____, President

Dear Mr. Honig:

Paragraph 10 Section 4 **BUYER:** an Escrow Agreement (the "Escrow Agreement") dated and captioned as above, 2019, by and among Bakewell Media of Louisiana, a Limited Liability Company (the "Seller"), Lake, O. Henry Consulting, LLC, a limited liability company (the "Buyer"), and David Honig, Chief Escrow Agent, has been and Seller hereby jointly with Buyer and I have agreed to pay for \$25,000.00 from the Escrow Deposit, including all interest accrued and not yet paid, to Seller's account # 0011 _____ By: _____, President

ESCROW AGENT:

David Honig, Esq. _____ Company, LLC
a Limited Liability Company

By: _____

Its: _____

By: _____, President

BUYER:

Henry Consulting, L. C.
a limited liability company

By: _____

_____, President

ATTACHMENT A

April 5, 2019

(Tower Lease Agreement)

[Escrow Agent address]

Dear Mr. Honig:

Pursuant to Section 4 of that certain Escrow Agreement (the "Escrow Agreement"), dated April __, 2019, by and among Bakewell Media of Louisiana, a Limited Liability Company (the "Seller"), Henry Consulting, LLC, a limited liability company (the "Buyer"), and David Honig, (the "Escrow Agent"), Buyer and Seller hereby jointly notify and instruct you to transfer \$25,000.00 from the Escrow Deposit, including all interest accrued and not yet paid, to Seller's account with [_____] (ABA No. [_____] (Account No. [_____] , all as required by said Section 4.

SELLER:

Bakewell Media Company, LLC
a Limited Liability Company

By: _____
_____, President

BUYER:

Henry Consulting, LLC
a limited liability company

By: _____
_____, President

EXHIBIT B
(Tower Lease Agreement)

AGREEMENT OF LEASE

BETWEEN

SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

STARR WBOOK, INC.

THIS AGREEMENT entered into on this 1st day of

January, 1957, by and between:

SEWERAGE AND WATER BOARD OF NEW ORLEANS, herein represented by the HONORABLE HENRI A. CURRY, President Pro Tem, in accordance with resolution of said Board attached hereto, hereinafter designated as "LESSOR", and

STARR WBOOK, INC., a Corporation organized under the laws of the State of Louisiana, and domiciled in the City of New Orleans, herein represented by STANLEY P. GOLD, its President, duly authorized by resolution of said Corporation, copy of which is attached hereto, hereinafter designated as "LESSEE";

WHEREAS, it is the desire of the Lessee to lease the following described property, to-wit:

A certain tract of ground located within Square 1807, Third District, bounded by Abundance Street, Peoples Avenue, Agriculture Street (now closed) and Rabbits Street (now closed), the west boundary of said portion of ground being located parallel to and thirty-three and eight-tenths feet (33.8') east of the east property line of Rabbits Street and beginning at point "A" located eighty and four-tenths feet (80.4') north of the north property line of Agriculture Street, continuing from Point "A" in a northerly direction sixty (60') feet to Point "B" then at a ninety degree (90°) angle in an easterly direction to Point "C", a distance of fifty-eight feet (58') continuing at a ninety degree (90°) angle in a southerly direction to Point "D" a distance of sixty feet (60') and in a westerly direction at a ninety degree (90°) angle a distance of fifty-eight feet (58') to Point "A" the point of beginning.

All as more fully indicated on Sewerage and Water Board Drawing No. 6145-E-3, dated October 30, 1963, copy of which is attached hereto and made part hereof.

And

WHEREAS, the Lessee desires to use said ground for the purpose of operating a broadcasting tower and transmitting house,

which said facilities are owned by the Lessee and are now located on the said above described property; and

WHEREAS, the Lessor desires to grant such lease;

THEREFORE, IT IS AGREED:

Sewerage and Water Board of New Orleans hereby leases to Starr WBOOK, Inc., a Corporation organized under the laws of Louisiana, on the following terms and conditions:

- (1) The lease commences on January 1, 1982, and is for an indefinite term.
- (2) The rental shall be at the rate of Four Hundred Fifty (\$450.00) Dollars per month, payable monthly, first payment to be made on January 1, 1982; subsequent payments to be made on the first day of each and every month.
- (3) The lease may be cancelled by either party by giving notice, in writing, that it will terminate said lease six (6) months from the date of said notice.
- (4) Lessee agrees and binds itself, at the termination of this lease, for any reason whatsoever, to remove all improvements on the leased property at its own expense. Upon its failure to do so, the Sewerage and Water Board is authorized to remove the said improvements and charge the cost thereof to the Lessee. Lessee shall furnish a bond in the sum of Five Thousand (\$5,000.00) Dollars to guarantee the payment of the cost of such removal.

AND NOW TO THESE PRESENTS came and appeared Bond #BND311 34 41

The Continental Insurance Company, a corporation organized under the laws of New Hampshire, authorized to do business in the State of Louisiana, as Surety, herein represented by Marsh & McLennan, Inc. & Mary Ann Renzel, its duly authorized agent and attorney-in-fact, who, after taking full cognizance of the foregoing contract, declared that it binds itself jointly and in solido with Starr WBOOK, Inc., as Surety, in the full sum of Five Thousand (\$5,000.00) Dollars, for the faithful performance of and execution by the said

Starr WBOOK, Inc., of that portion of this contract which obligates the Lessee to remove all improvements from the leased premises at its own expense, all as contained in Paragraph Four (4) above, which said provision has been by the Surety fully examined, for the payment of which sum well and truly to be made, the said

The Continental Insurance Company binds itself,

its successors and assigns firmly by these presents. The condition of this obligation is such that if the said Starr WBOOK, Inc., shall carry out and discharge its obligations as specified in Paragraph Four (4) above, with reference to the removal of all improvements from the leased premises, and shall, in every respect, conform to and comply with said engagements, then this obligation shall be null and void and the said Surety discharged; otherwise, the same to be and remain in full force and effect.

The obligation of the Surety is a continuing one for each month to month period from date hereof, and thereafter may be renewed from year to year by issuance of a continuation certificate.

The Surety may cancel its obligation upon giving a thirty (30) day written notice to the Sewerage and Water Board of New Orleans of its intention to cancel such bond.

If, during the life of this contract, the bond furnished by Lessee be cancelled for any reason whatsoever, and should Lessee fail to secure a new bond to substitute therefor, and, at the expiration of this lease, for any reason, Lessee should not have an existing bond as provided for herein, then, in that event, Lessee hereby authorizes, empowers and directs the Board to sell, transfer and deliver any and all improvements that may be erected on the leased premises by the Lessee and to have the same removed therefrom. Said sale is to be for any consideration which the Board may, in its sole discretion, consider reasonable and fair. The excess of the sale price, if any, after paying the cost of removing the improvements and other attendant expenses, shall be paid over to Lessee.

Lessor shall give its written consent to assignment of this

lease, to (a) any company controlling, controlled by or under common control with the Lessee; or (b) the assignee of the license issued by the FCC (or any successor Federal Agency) for the operation of the AM broadcast Station (WBOK) in New Orleans, Louisiana.

THUS DONE AND SIGNED, in duplicate, at New Orleans, Louisiana, on the day, month and year hereinabove written, in the presence of the two subscribing witnesses.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: *Don A. Curry*
PRESIDENT PRO TEM

STARR WBOK, INC.

BY: *[Signature]*
PRESIDENT

SURETY: The Continental Insurance Company

BY: *Mary Ann Langell*
Mary Ann Langell, Attorney-in-fact

By: *William H. Ellsworth*
William H. Ellsworth, Resident Agent

WITNESSES:

[Signature] - Witness to S.G. & S.

Therese G. Heigfield

Mary Ann Langell
Witness to surety

APPROVED AS TO FORM:

[Signature]

SPECIAL COUNSEL
SEWERAGE AND WATER BOARD
OF NEW ORLEANS

EXHIBIT C

(Studio Option Agreement)

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is hereby made and entered into this _____ day of _____, 2019, by and between **BAKEWELL MEDIA OF LOUISIANA LLC**(Lessor), a Louisiana Limited Liability Company represented herein by Danny J. Bakewell Jr., its duly authorized representative and **TROY HENRY AND ASSOCIATES** (“Lessee”), a Louisiana Limited Liability Company represented herein by Troy Henry, its duly authorized representative.

WITNESSETH:

WHEREAS, Lessor owns the properties identified as 1639 GENTILLY RD and 2808 FORTIN ST, New Orleans, Louisiana (“the Premises”); and

WHEREAS, Lessee is desirous of using the aforesaid Premises for the operation of their communication business and utilizing and leasing space at the Premises for that purpose under the terms and conditions more fully set out herein; and

WHEREAS, the parties wish to memorialize their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Exclusive Rights to Lease of Space; Design Criteria.**
 - A. Exclusivity:** Lessor hereby grants to Lessee an exclusive right to the Premises for the operation of its business activity.
 - B. Lease of Space:** Lessor hereby leases to Lessee for the term of this Agreement all space within the Premises reasonably necessary for, maintenance, operation and support of Lessee’s use of the Premises.
 - C. Alteration, Modification and Improvement:** Any modifications, alterations and improvements to the Premises that are necessary or desirable shall be

B. Option to Purchase: Lessee has the option to purchase 1639 GENTILLY RD and 2808 FORTIN ST, New Orleans, Louisiana during the term of this lease agreement for the sum of Six Hundred Thousand Dollars (\$600,000) provided the Lessee is not in default of the terms of the agreement herein. Lessee shall provide Lessor with 30-day notice of the intent to purchase 1639 GENTILLY RD and 2808 FORTIN ST, New Orleans, Louisiana and the completion of the act of sale must be completed within period of the initial term of this lease agreement.

C. Cancellation: Except as otherwise provided herein, the Lease Agreement may be cancelled by the Lessee within the initial Ninety (90) days of the lease term provided Lessee provides Lessor with Thirty (30) days prior written notice of the Lessee's intent to cancel. In the event notice is not timely given to the Lessor, the Lessee is obligated for the remainder of the term as outlined in Section 3B hereinafter. In addition, the Lessor shall have the right to cancel the lease in any of these circumstances:

- (i) At any time during the Term of this Lease in the event Lessor determines in its sole and absolute discretion, that the operation of the business at the Premises has resulted in known or suspected violations of federal or state criminal laws, whether involving employees, or customers of the business operation, or
- (ii) Upon Lessee's failure to make payment of monies due and owing to Lessor pursuant to this Agreement; provided, however, that Lessor give thirty (30) days prior written notice before cancellation.

3. Consideration and Rent Obligation

Initial rent shall be pro-rated to the end of the month and thereafter, the rent is due on the first (1st) day of the month as follows:

A. Lessee will make payment to Lessor commencing on the first day of the first full month of the Term, Lessee shall pay to Lessor a monthly rental of One Dollar

4. Obligations with Respect to the Premises.

A. Utilities: At all times during the Term, Lessee shall be responsible at their own expense all utilities, broadband, internet, cable and telephone for the comfortable use and operation of the business at the Premises.

B. Taxes: During the term of the lease, the Lessee shall be responsible for Ad Valorem Taxes associated with the property identified as 1639 GENTILLY RD and 2808 FORTIN ST, New Orleans, Louisiana and Personal Property Taxes associated with the Furniture, Fixtures and equipment located at the Premises. All taxes shall be pro-rated based on the period of the lease term. In the event, the taxes have been paid by the Lessor, the Lessee shall be responsible for the pro-rated amount due for the term and reimburse the Lessor for portion paid on the Lessee behalf.

C. Maintenance: During the term of the lease, Lessee shall be responsible any and all maintenance and/or repairs of the premises.

5. Indemnification; Insurance.

A. In view of the Lessee's obligations hereunder, Lessee shall hold harmless, defend and indemnify the Lessor, its agents, employees, attorneys, contractors and subcontractors against all claims, liability, causes of action and expenses on account of injury or death of persons (including invitees, customers and employees of Lessee or any subcontractor) and/or damages to or loss of property arising out of or in connection with Lessee's performance of this contract and caused by the negligence or fault of Lessee.

B. In view of Lessor's obligations hereunder, Lessor shall hold harmless, defend and indemnify Lessor, its agents, employees, attorneys, contractors and subcontractors against all claims, liability, causes of action and expenses on account of injury or death of persons (including employees of Lessee, Lessor or any subcontractor) and/or damages to or loss of property (including Lessor, but excluding Lessee's property) arising out of or in connection with Lessor's performance of this contract and caused by

D. At all times during the term of this agreement, Lessee at their own expense, shall maintain in full force and effect product insurance endorsed to cover all operations to be performed under this Agreement. Upon request, Lessee shall deliver to Lessor, a certificate of insurance for the policy required hereunder before the term begins, and a certificate of insurance with respect to each renewal or replacement policy no later than thirty (30) calendar days before the required insurance policy shall expire. The policy shall contain a clause that the insurer shall not cancel or change the insurance without giving Lessor at least thirty (30) days prior notice in writing.

E. Policy evidencing the insurance to be carried by Lessee shall contain a clause that such policy and the coverage evidenced thereby shall be primary and any coverage carried by Lessor shall be excess insurance.

F. Lessee shall be responsible for the cost of the flood insurance and hazard insurance.

6. Parties to Comply with all Laws.

Each party shall comply with all laws, Federal, State, and Local applicable to that party with respect to the operation of the restaurant.

7. Title Matters.

Lessor warrants to Lessee that Lessor is the owner and holder of good and merchantable title to the Premises.

8. Fire; Condemnation.

In the event that the Premises is damaged or destroyed by fire, other casualty (a "Casualty") or condemnation, then this Agreement shall be cancelled.

9. Lessor's Default.

A. Lessor will be in default hereunder if (i) Lessor violates or fails to comply with any of their obligations under this Agreement and such violation or failure either denies or threatens to deny Lessee the right to operate the business in the Premises

thirty (30) days with the exercise of reasonable diligence, then Lessor will have such additional time to cure such failure as shall be reasonably necessary and will not be in default hereunder so long as Lessor is diligently proceeding to effect such cure); or (iii) Lessor shall commence any proceeding under any bankruptcy law or statute of any jurisdiction, or a proceeding under any bankruptcy law or statute of any jurisdiction is commenced against Lessor and is not dismissed in a reasonable period of time. Upon the occurrence of any such default by Lessor, Lessee will have the right to cancel this Agreement without penalty.

B. In addition to and not in lieu or limitation of the foregoing rights and remedies, if Lessor should be in default hereunder beyond any cure period provided in subsection (A) above, Lessee will have the right, but not the obligation, to pay all sums and take all actions that Lessee reasonably deems necessary or desirable to perform the obligations that are in default, at Lessee's option and expense. Any performance by Lessee of any obligations of Lessor shall not be constructed as a modification or waiver of any provisions of this Agreement, and in no event will Lessee have any obligation to perform any of Lessor's obligations or be liable to Lessor or any other person or entity for any failure to do so.

14. Lessee's Default.

A. Lessee will be in default hereunder if (i) Lessee violate or fail to comply with any of its obligations under this Agreement and such violation or failure continues for thirty (30) days after notice by Lessor to Lessee of such failure (provided that if such violation or failure cannot be cured within thirty (30) days with the exercise or reasonable diligence, then Lessee will have such additional time to cure such failure as shall be reasonably necessary and will not be in default hereunder so long as Lessee is diligently proceeding to effect such cure), or (ii) Lessee is engaged in any activity or activities that jeopardize the premises for the business use, or (iii) Lessee become insolvent. Upon the

remedies, if Lessee shall be in default hereunder beyond any cure period provided in Subsection (A) above, Lessor will have the right, but not the obligation, to pay all sums and take all actions that Lessor reasonably deems necessary or desirable to perform the obligations that are in default, all at Lessee's expense. All expenses reasonably incurred by Lessor in performing such obligations shall be paid by Lessee immediately upon demand by Lessor. Any performance by Lessor of and obligations of Lessee shall not be constructed as a modification or waiver of any provisions of this Agreement, and in no event will Lessor have any obligation to perform any of Lessee's obligations or be liable to Lessee or any other person or entity for any failure to do so.

15. Miscellaneous.

A. Notices. Except as otherwise provided herein, all and any notice, demand, or other communication given or made under this Agreement will be in writing and shall be deemed sufficiently given or made if delivered by hand or sent by certified or registered mail, return receipt requested, postage prepaid to the following respective addresses or to such other address as such respective party may designate as its notice address by notice to the other party.

To: Bakewell Media Company of Louisiana, LLC
c/o Danny J Bakewell Jr.
3800 S Crenshaw Blvd.
Los Angeles, CA 90008

To: Lessee: Troy Henry and Associates
Address

B. Governing Law. The law of the State of Louisiana applicable to contracts made in that State shall govern the validity, construction, performance and effect of this Agreement.

C. Partial Invalidity. If any term covenant or condition of this Agreement is

D. No Waiver. Failure of either party to exercise any right granted in this Agreement will not be construed as a waiver of the right, and no indulgence by either party will be construed as a waiver of any right herein granted. The waiver by either party of any default by the other party shall constitute a waiver of that default only, and shall not prevent the non-defaulting party from asserting the violation of or failure to comply with the same provision as a default in the future.

E. Entire Agreement. This Agreement comprises the entire understanding between Lessor and the Lessee concerning the use of the Premises and this Agreement may not be altered, modified, terminated, or discharged except in writing executed by both parties.

F. Permitted Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, legal representatives, administrators, successors and assigns, except as otherwise provided herein. Without limiting the foregoing, Lessee shall obtain the written consent of Lessor, which consent will not be unreasonably withheld, prior to assigning or subleasing its interest under this Agreement.

G. Time. Time is of the Essence in this Agreement.

H. Attorneys' Fees. Each party shall bear its own expenses, including, but not limited to, attorneys' fees, incident to the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby. In the event that a party hereto is required to retain the services of an attorney to enforce the provisions hereof, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees.

I. Change in or Reinterpretation of Law. In the event that at any time prior to the commencement of or during the term of this Agreement, any change in Federal, State or Local laws, rules or regulations, or any revised interpretation of such laws, rules or regulations should, in the opinion of Lessor and Lessee, require a

J. Confidentiality. The parties hereby acknowledge that certain business and proprietary information will be obtained during the term of this Agreement. The parties agree that such information is confidential and it shall not be revealed, identified, disclosed or discussed with any person, corporation, partnership, trust, association or other entity. Notwithstanding the foregoing reimbursement and indemnification provisions and the default provisions contained in this Agreement, the parties agree that all information that each party learns from the other with respect to the other's business operations that is not in the public realm constitutes trade secrets and confidential information within the meaning of the Louisiana Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401-1418, and the Uniform Trade Secrets Act, La. R.S. 51:1431-1439, and that disclosure of any of the confidential information to any person or entity other than as expressly permitted herein will cause irreparable harm to the other party. Each party therefore agrees that the other party will have the right to obtain injunctive and other such relief in addition to and not in lieu or limitation of any other rights or remedies to which such party may be entitled under Louisiana law.

IN WITNESS WHEREOF, the parties have affixed their signatures on the day and year first above written.

Lessor: Bakewell Media Company of LA, LLC

Witness

BY: _____

Its Duly Authorized Representative

Witness

Lessee: Troy Henry and Associates

BY: _____