

STOCK SALE AGREEMENT

THIS ASSIGNMENT is effective as of this _____ day of _____, 2005 by and between **L. ROSS LOVE**, ("Assignor") and **LRC LOVE LIMITED PARTNERSHIP**, an Ohio limited partnership ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor owns all of the outstanding stock of Blue Chip Communications, Inc., an Ohio corporation; and

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase all of such stock.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor does hereby grant, assign, sell, convey and transfer to Assignee, all of Assignor's right, title and interest in and to all of the Assignor's stock in Blue Chip Communications, Inc.

free and clear of liens, claims and encumbrances, to have and to hold the same unto Assignee, its successors and assigns, to and for its own use forever, in exchange for Assignee's promissory note in the form attached as Exhibit A.

2. **Acceptance.** Assignee hereby accepts such assignment, sale and transfer of such assets.

3. **Further Assurances.** The parties hereto shall take any and all actions and execute any and all documents necessary to effectuate the intent of this Agreement.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

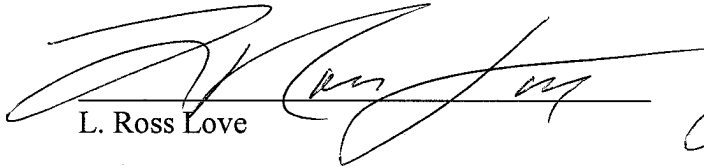
5. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might otherwise govern under applicable Ohio principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

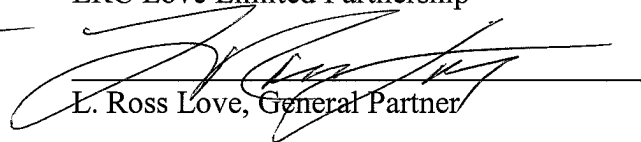
ASSIGNOR:

ASSIGNEE:



L. Ross Love

LRC Love Limited Partnership



L. Ross Love, General Partner