

Other materially important events.

Today a closing was held under an unwind agreement, dated as of September 7, 2011 (the "Unwind Agreement"), by and among Broadcast Marketing Group, Inc. ("we", "us", the "Company"), Local Global Holdings, LLC a Nevada limited liability company ("LGH"), Keith Web ("KW"), Dwight Jory ("DJ") and Thodora Jory ("TJ"). We have filed a copy of the Unwind Agreement together with all of its attachments. The purpose and effect of the Unwind Agreement was to put the parties thereto back in the position they were in prior to the closing of the Stock Exchange Agreement, dated May 6, 2011 ("SEA"), where we acquired all of the interests in LGH in exchange for 75,000,000 shares of our stock. Accordingly, the 75,000,000 shares of our stock issued to the members of LGH in exchange for the membership interests in LGH have been returned to us in exchange for the interests in LGH and DJ, who was the managing member of LGH and elected our president and sole director in connection with the SEA, has resigned as our officer and director and appointed KW, who was our sole officer and director prior to the closing of the SEA, as our sole officer and director. An exhibit to the Unwind Agreement sets forth approximately \$52,000 of incurred and accrued expenses incurred by the parties to the Unwind Agreement, other than us, that such parties believe to be our obligation for reimbursement and we do not dispute the same (the "Obligations"). If we were to engage in an acquisition and become a company with assets and operations, the Obligations would have to be included in our liabilities because the parties intend to enforce those obligations. The attention of any potential purchaser of our business is directed to that attachment to the Unwind Agreement. We did not admit the Obligations in the Unwind Agreement because there was no independent director or other party to make such admission at the time of the Closing under the Unwind Agreement. As indicated in the consulting agreement filed herewith, KW is also a consultant of LGH.

Among the other matters of disagreement that led to the Unwind Agreement were representations made to LGH in connection with execution of the SEA that (i) we were not a "shell company" (when in fact we have not been able to produce information that we were other than a "shell company"); (ii) that we had been discharged from bankruptcy (when in fact our bankruptcy case apparently still continues and our records are being held by the court in connection with non-payment of fees) and (iii) that almost 90% of our outstanding shares prior the execution of the SEA were free trading (the number is actually under 10% as all shares held by our recent officer and majority shareholder Robert Alvarez are, in the opinion of our counsel, restricted securities).

**We strongly caution anyone considering engaging in a change of control transaction with us to consider the above.**

**Attached hereto are the Unwind Agreement and the Consulting Agreement between LGH and KW.**

## UNWIND AGREEMENT

This Unwind Agreement (the "Agreement") is dated as of September 7, 2011, by and among Locati Global Holdings, LLC, a Nevada limited liability company ("LCH LLC"); Broadcast Marketing Group, Inc., a Florida corporation ("BMG"); Keith Web ("KW"), individually, with respect to his agreement to be restored as an officer or director of BMG and his claim for reimbursement as provided for herein; Dwight Jory ("DJ"), individually, and Theodora Jory ("TJ"), individually, relating to that certain Acquisition and Share Exchange Agreement dated the 6<sup>th</sup> day of May 2011 by and between LCH LLC and BMG (the "SEA"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, the transition of management of BMG, and matters relating thereto.

### WITNESSETH:

**WHEREAS**, Prior to the closing of the SEA, DJ and TJ were the sole members of LCH LLC (the "Former LCH LLC Members");

**WHEREAS**, BMG acquired control of LCH LLC by acquiring all of the membership interests of LCH LLC from the Former LCH LLC Members in exchange for the issuance of 75,000,000 newly issued restricted common shares of BMG (the "New BMG Shares");

**WHEREAS**, prior to the Closing of the SEA, but as a part of the overall transactions contemplated by the parties, KW resigned as sole officer and director of BMG and said offices were assumed by DJ;

**WHEREAS**, DJ is currently the sole director and president of BMG.

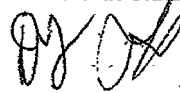
**WHEREAS**, in connection with and in anticipation of the closing of the SEA, LCH LLC and certain affiliates thereof have advanced funds or incurred charges that they claim were paid to or on behalf of BMG, as more particularly described in Exhibit "B", which is attached hereto and made a part hereof. Proof of payment of any such advanced funds is attached to said Exhibit "B". ;

**WHEREAS**, in connection with and in anticipation of the unwinding of the SEA, KW has paid or advanced funds or incurred expenses, as more particularly described in Exhibit "B", attached hereto and made a part hereof;

**WHEREAS**, in connection with the negotiation, execution and delivery of the SEA, LCH LLC believes that BMG has breached certain representations and warranties contained in the SEA and otherwise, but BMG denies that it has breached any such representations or warranties;

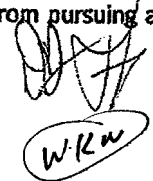
**WHEREAS**, as a result of these differences, BMG, LCH LLC and the Former LCH LLC Members are desirous of unwinding the SEA by having the Former LCH LLC Members return the New BMG shares to BMG and having BMG return all membership interest of LCH LLC to the Former LCH LLC Members, with KW being restored as sole officer and director of BMG, so as to restore the parties hereto to the status quo ante. It is the intent of the parties to this Agreement that the effect of this Agreement shall be as if the change in management of BMG and BMG's acquisition of LCH LLC had never taken place;

**WHEREAS**, LCH LLC and KW hereby make demand on BMG for reimbursement of those advanced funds or incurred charges described in Exhibit B, attached hereto, and BMG acknowledges these demands, but, as an independent committee has not yet reviewed them, neither admits nor denies that either party is entitled to reimbursement.



NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS.** The parties hereto acknowledge that the foregoing recitals are true and correct.
2. **TRANSACTION UNWIND.** Upon the execution of this agreement (i) the Former BMG Members shall transfer the New BMG Shares to BMG by delivering the certificates therefore together with medallion guarantees to BMG; (ii) BMG shall transfer the interests in LHC LLC to the Former BMG Members; (iii) Dwight Jory shall resign any office and directorship in BMG that he holds and elect and appoint and/or restore KW as director and president of BMG;
3. **UNRESOLVED MATTER. FINRA INQUIRY.** BMG has received an inquiry regarding the SEA and other matters from FINRA. BMG has provided certain information to FINRA and may be required to provide additional information to FINRA. DJ agrees to cooperate with BMG with respect to any further information requests from FINRA.
4. **CLOSING.** The closing of this Agreement shall take place electronically and shall be completed on or before September 16, 2011. To the extent that any physical deliveries are required, they shall be held in escrow by Frank J. Hariton, Esq. who shall deliver them as directed by the Parties and required by this Agreement upon the completion of the transactions required hereby. Mr. Hariton shall be fully protected in so acting except in the event of his fraud. Upon delivery of the New BMG Shares and LCH LLC membership interests at closing, as provided for herein, BMG shall forever release any claim that it may have with respect to the ownership of the LCH LLC membership interests and LCH LLC shall forever release any claim that it may have with respect to its ownership of the New BMG Shares. This provision shall survive the closing of this Agreement.
5. **RATIFICATION.** Upon the closing of this Agreement and restoration and/or appointment of KW as an officer and director of BMG, KW, upon executing this Agreement, hereby ratifies this Agreement, including but not limited to the covenants and obligations of BMG contained therein, on behalf of BMG.
6. **REPRESENTATIONS AND WARRANTIES.**
  - a) LCH LLC and DJ represent and warrant that from the date that DJ became an officer or director of BMG through the date hereof, BMG did not: i) issue any shares other than the New BMG Shares; ii) did not issue any debt; or iii) incur any expenses or other liabilities that will not be assumed by LCH LLC, other than those that are set forth in Exhibit "B" attached hereto and made a part hereof. This representation and warranty shall survive the closing of this Agreement.
  - b) LCH LLC and BMG each represent and warrant that the execution and delivery of this Agreement has been duly authorized by its board of directors or its members or managing members, as the case may be.
7. **SURVIVAL.** Except as otherwise provided for herein, the representations and warranties contained herein shall survive the Closing, but shall expire on the second anniversary date following the date of Closing, unless a specific claim in writing with respect to these matters shall have been made, or any action at law or in equity shall have been commenced or filed before such anniversary date. Any investigations made by or on behalf of any of the parties prior to the date of Closing shall not affect any of the parties' obligations hereunder. Completion of the transactions contemplated herein shall not be deemed or construed to be a waiver of any right or remedy of any of the parties. Nothing contained herein shall serve to limit any right to indemnification previously conferred upon KW by any other party to this Agreement. Further, nothing contained herein shall preclude LCH LLC or WK from pursuing a



W.K.W.

claim against BMG following the closing of this Agreement for the reimbursement of funds claimed due as set forth in Exhibit "B" attached hereto and made a part hereof.

8. **FURTHER ASSURANCES.** From time to time, at the other party's request and without further consideration, each of the parties will execute and deliver to the others such documents and take such action as the other party may reasonably request in order to consummate more effectively the transactions contemplated hereby.
9. **LITIGATION COSTS.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.
11. **HEADINGS.** The headings in this agreement are for convenience only and shall not modify the meaning of this agreement.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as they are applied to contracts executed, delivered and to be performed entirely within such state.
13. **NOTICES.** All notices to LCH LLC, the Former LCH LLC Members and DJ shall be given in the manner set forth in the SEA in all cases with a copy to:

Frank J Hariton, Esq.  
1065 Dobbs Ferry Road  
White Plains, NY 10607

All notices to KW and BMG shall be given by overnight delivery requiring a signature at 19 Scott Street, PO Box 277, Waleka, FL 32193, or to such other address designated and disclosed to the other parties hereto in writing. With respect to notices to be given to KW only, a copy shall be sent to:

Andrew Farber, Esq.  
11555 Heron Bay Blvd., Suite 200  
Coral Springs, FL 33076

14. **EXPENSES.** Except with respect to any right of indemnification that any party to this Agreement may have, each party shall bear its own expenses with respect to this agreement.
15. **BENEFIT AND ASSIGNMENT.** This Agreement may not be assigned by any party, without the prior written consent of all the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their Personal Representatives, estate, heirs, legatees, successors and assigns.
16. **CONSTRUCTION; SEVERABILITY.** The parties acknowledge and agree that the covenants and provisions contained herein are of the essence of this Agreement; that each of such covenants and provisions is reasonable and necessary to protect and preserve the interests of the parties hereto; and that each of such covenants is separate, distinct and severable, not only from the other such covenants and provisions, but also from the other and remaining provisions of this Agreement. In the event any parts of this Agreement are found to be void, invalid or


unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void, invalid or unenforceable part was deleted.

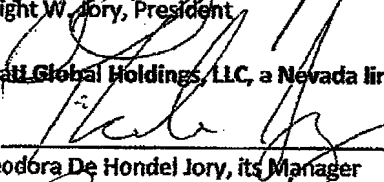
**17. ORAL EVIDENCE AND AMENDMENT.** This Agreement supersedes all prior oral and written agreements between the parties hereto with respect to the specific subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, unless done so by a statement in writing signed by the party or parties against which or whom enforcement or the change, waiver, discharge or termination is sought. Any written waiver shall be applicable to the specific instance to which it relates and shall not be deemed a continuing waiver.

**IN WITNESS WHEREOF**, we have set our hands as of the date and year first above written.

**Broadcast Marketing Group, Inc., a Florida corporation**

By:   
Dwight W. Jory, President

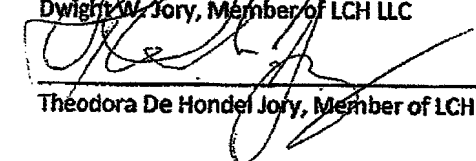
**Local Global Holdings, LLC, a Nevada limited liability company**

By:   
Theodora De Hondel Jory, its Manager

  
Keith Webb, Individually

  
Dwight W. Jory, Individually

  
Dwight W. Jory, Member of LCH LLC

  
Theodora De Hondel Jory, Member of LCH LLC

**EXHIBIT "A"**  
**THE SEA**

**ACQUISITION AND SHARE EXCHANGE AGREEMENT**

THIS ACQUISITION AND SHARE EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 6 th day of May, 2011 by and among:

Broadcast Marketing Group, Inc a Florida corporation, with its principal place of business at PO Box 27 Welaka, Florida Phone: 770-664-4824, Fax: 770-664-4136 (hereafter referred to as "BMG");

Local Global Holdings LLC a Nevada limited Liability Corporation with offices at 10120 S. Eastern Avenue, Suite 200 Henderson, NV 89052 and phone and fax number (hereinafter referred to as "LCH LLC")

The interest holders of LGH LLC, who are named in Schedule an annexed hereto and made a part hereof, hereinafter referred to as the "Members," who are the holders of all of the issued and outstanding membership interests of LGH LLC (the "Interests").

All of the foregoing entities are sometimes collectively referred to as the "Parties."

WITNESETH:

WHEREAS, BMG desires to acquire all of the issued and outstanding Interests of LGH LLC and the Members desire to exchange their Interests for shares of common stock of BMG, as provided for herein; and

WHEREAS, following the closing of this Agreement LGH LLC shall become a wholly owned subsidiary of BMG, and BMG will be reorganized to include new directors nominated by LGH LLC.

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

ARTICLE 1  
EXCHANGE OF SHARES

1.01 EXCHANGE OF SHARES.

(a) At the Closing, all of the issued and outstanding Interests owned by the Members<sup>1</sup> of LGH LLC shall be exchanged solely for a total of the controlling block of shares – seventy five million shares (75,000,000) shares of the common stock of BMG (the "BMG Shares"), and LGH LLC shall thereafter operate as a wholly owned

<sup>1</sup> The term "Member" or "Members" when used hereinafter shall mean the holders of all the issued and outstanding interest of LGH LLC listed in Schedule A annexed hereto and made a part hereof.



subsidiary of BMG. All of the Interests exchanged or issued shall be duly authorized and non-assessable shares of common stock of BMG free and clear of all liens and encumbrances. The exchange transaction is intended to be a tax-free exchange pursuant to Section 368(a)(1)(B) of the Internal Revenue Code.

(b) The BMG Shares intended to be issued to the Members are to be deemed "restricted securities" as defined by Rule 144 promulgated under the Securities Act of 1933, as amended, (the "Act"). Furthermore, the Parties confirm and acknowledge that as restricted shares the BMG Shares to be exchanged hereunder will be subject to restrictions against the further sale or transfer thereof unless subsequently registered under the Act or an exemption from such registration becomes available. There is no present intent to register the BMG Shares to be issued; however, in the event BMG elects to file a registration statement with the Securities and Exchange Commission in connection with a public offering of its securities and further seeks to register any then issued and outstanding shares, BMG shall include the BMG Shares held by the Members in such registration subject to the limitations contained therein.

1.02 DELIVERY OF SHARES. On the Closing Date as set forth herein, the Members shall deliver to BMG all stock certificates and/or stock powers representing the Interests, so as to make BMG the sole holder thereof, free and clear of all claims and encumbrances; and BMG shall deliver to the Members, certificates in such denominations as set forth in Exhibit A, free and clear of all claims and encumbrances, subject to the restrictions on transfer described herein. The terms, conditions, preferences, and other rights and privileges of the BMG Shares shall be the same as for all other issued and outstanding shares of BMG's capital stock of the same class.

1.03 EXEMPT TRANSACTION. The transaction contemplated by the exchange of shares recited above shall be made subject to an exemption from the registration requirements of the Act provided by Section 4(2) and Regulation D of the Securities Act of 1933 thereof, as a private transaction not involving any public offering.

## ARTICLE 2

### WARRANTIES AND REPRESENTATIONS OF LGH LLC AND THE MEMBERS

LGH LLC hereby represents and warrants, with respect to its financial condition, liabilities, operations and to the Interests, and to other matters affecting the transfer contemplated hereby and the Members hereby represent and warrant with respect to the matters specified below as being applicable to them, that the representations listed below are true and correct as of the date hereof and will be true and correct as of the Closing Date (as hereinafter defined).

2.01 ORGANIZATION. LGH LLC is duly organized, validly existing and in good standing under the laws of the State of Nevada, and has the requisite power and authority to own, hold, lease or operate its properties and assets and to carry on its business as now



being conducted. LGH LLC, of which one (1) membership interests is outstanding and (5) to be issued at or after the closing for debt conversion) are duly and validly issued and outstanding and owned by the Member, which shares constitute the LGH LLC Shares to be transferred to BMG hereunder, and represent all of the issued and outstanding shares of capital stock of LGH LLC.

2.02 LGH LLC MEMBER INTEREST. The Interests presently owned by the Members are duly and validly issued, fully paid and non-assessable, and are free and clear of all voting trusts, agreements, arrangements, liens and all other encumbrances, claims, equities and liabilities of every nature. The Members have good and marketable title to their Interests, and have the unqualified right to transfer and dispose of the Interests as contemplated herein, and upon the closing hereunder, clear and unencumbered title thereto shall be conveyed to BMG.

2.03 AUTHORIZATION OF THIS AGREEMENT. The execution of this Agreement by LGH LLC, and the performance by LGH LLC of its covenants and undertakings hereunder have been duly authorized by all requisite corporate action and approved by the LGH LLC Managing Member and, prior to the Closing, shall be approved by the majority Members of LGH LLC. LGH LLC has the corporate power and authority to enter into this Agreement and perform the covenants and undertakings to be performed by it hereunder, and is under no impediment, which would adversely affect its ability to consummate or prohibit it from consummating this transaction. Upon execution, this Agreement shall constitute a legal, binding and valid obligation of LGH LLC and its Members, enforceable against each of them in accordance with its terms.

2.04 CONFLICT WITH OTHER OBLIGATIONS AND INTERESTS. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance by LGH LLC and the Members with the provisions hereof will not: (i) conflict with or result in a breach of any provisions of, or constitute a material default (or an event which, with notice or lapse of time or both, would constitute a material default) under, or result in the creation of any material lien, security interest, charge or encumbrance upon LGH LLC or the member interest of LGH LLC being transferred, or any material assets of LGH LLC under any of the terms, conditions or provisions of the formation documents of LGH LLC, or any material note, bond, mortgage, indenture, license, lease, agreement or other instrument or obligation to which either LGH LLC or the Members are a party, or by which they are bound; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to LGH LLC or the Members or any of their respective properties or assets.

2.05 FINANCIAL STATEMENTS. Simultaneously with the execution hereof, LGH LLC has delivered un-audited financial statements for the year December 31, 2010. The aforesaid financial statements will represent (i) the financial position, results of operations, cash flows and changes in financial position of LGH LLC, as of the respective dates and for the respective periods indicated, and (ii) will have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and (iii) with respect to the audited financial statements will be delivered

subsequent to the Closing Date as described above. BMG shall deliver to LGH LLC all accounting and corporate records in its possession at or before the closing. BMG has no financial activity since the close of the bankruptcy.

**2.06 CHANGES IN FINANCIAL CONDITION.** There have not been: (i) any adverse changes in the financial condition or in the operations of LGH LLC, (ii) any damage, destruction or loss, whether covered by insurance or not, adversely affecting the properties and business of LGH LLC, (iii) any declaration, setting aside of payment of any dividend in respect of the capital stock of LGH LLC, (iv) any issuance of capital stock by LGH LLC or securities exercisable, convertible into or exchangeable for capital stock, any distribution (whether by way of reclassification, recapitalization, stock split or otherwise) in respect of the capital stock of LGH LLC or any redemption or other acquisition of any such stock; (v) any contract or transaction entered into by LGH LLC, except contracts and transactions entered into in the ordinary course of business, this Agreement, or as otherwise approved by LGH LLC in writing; (vi) any material default in any contract, obligation or debt of LGH LLC; or (vii) any other event or condition of any character pertaining to and materially adversely affecting the assets or business of LGH LLC taken as a whole.

## **2.7 TAX MATTERS.**

(a) **TAXES IN FOREIGN JURISDICTIONS.** No claim has ever been made to LGH LLC by an authority in any jurisdiction where LGH LLC has not filed tax returns.

(b) **WAIVER OF STATUTE OF LIMITATIONS.** LGH LLC have not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

(c) **POWER OF ATTORNEY.** LGH LLC has granted no power of attorney that is currently in force with respect to any matters relating to Taxes.

(d) **TAX SHARING AGREEMENTS.** There are no tax sharing agreements or other similar arrangements with respect to or involving LGH LLC.

(e) **REAL PROPERTY HOLDING COMPANY.** LGH LLC is not, and during the five-year period ending on the Closing Date has not been, a "United States Real Property Holding Corporation," as such term is defined in Section 897(c) of the Code or the Treasury Regulations promulgated there under.

(f) **COPIES OF TAX RETURNS TO BE DELIVERED.** Tax returns for 2010 will be provided to BMG prior to the closing.

(g) **DEFINITION OF "TAXES" AND "TAX RETURNS."** For purposes of this Agreement, and without limiting the generality of the foregoing, "Tax" or "Taxes" shall mean any and all taxes, charges, fees, levies or other assessments, including all net income, gross income, gross receipts, excise, stamp, real or personal property, ad

valorem, sales, withholding, estimated, social security, employment, unemployment, occupation, use, service, service use, license, net worth, payroll, franchise, environmental, severance, transfer, recording, escheat, or other taxes, duties, assessments, or charges, imposed by any governmental authority and any interest, penalties, or additions to tax attributable thereto. "Tax Return" shall mean any report, return, document, declaration, information, return or filing (including any related or supporting information) filed or required to be filed with respect to taxes.

2.8 LITIGATION. LGH LLC is not involved in any pending litigation or governmental investigation or proceeding, and to the best of LGH LLC's knowledge, no material litigation, claim, assessment or governmental investigation or proceeding is threatened which might reasonably be expected to result in any material change in the business or condition, financial or otherwise, of LGH LLC, or in any of its properties or assets, or which might reasonably be expected to result in any material liability on the part of LGH LLC which questions the validity of this Agreement, or which would, in the case of officers, directors or employees of LGH LLC, impair their ability to carry out their duties as such officers, directors or employees now or in the future, or which might reasonably be expected to otherwise adversely affect BMG or LGH LLC, or of any action taken or to be taken pursuant to or in connection with the provisions of this Agreement.

2.09 BREACH OF CONTRACTS AND COMMITMENTS. LGH LLC have not materially breached, and there are no pending or threatened claims or any legal basis for a claim that LGH LLC has materially breached, any of the terms or conditions of any material agreement, contract or commitment to which it is a party or is bound, and the execution and performance hereof will not violate any law or any provisions of any agreement to which LGH LLC is subject.

2.10 COMPLIANCE WITH LAW. LGH LLC has complied with all applicable laws of the States of Nevada, respectively, in connection with its formation, issuance of securities, organization, capitalization and operation, and no contingent liabilities have been threatened, or claims made or threatened with respect thereto, including claims for violation of any securities laws and there is no basis for any such claim or liability except, in all such cases, for violations and claims which individually, or in the aggregate, would not materially adversely affect LGH LLC. No consent, approval, authorization or order of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of LGH LLC, or the Members in connection with the execution and delivery of this Agreement, or the carrying out of any of the transactions contemplated hereby.

2.11 FORMATION DOCUMENTS, MINUTES, ETC. Copies of the LGH LLC formation documents and Minutes and all Amendments thereto that have been furnished, or immediately upon execution of this Agreement, will be furnished to BMG by or on behalf of LGH LLC, and are or will be, as applicable, true and complete, and attached hereto are true and complete copies of the certificate of incorporation and by-laws of LGH LLC as amended to date.

*Wkw*

2.12 Intentionally Omitted.

2.13 CONTRACTS AND COMMITMENTS. Except for the agreements herein LGH LLC does not have any material agreement, contract, lease, commitment or obligation (including employment agreements or labor contracts).

2.14 MINUTES. The records of meeting of LGH LLC contain a true and complete record of all corporate proceedings of LGH LLC since its date of incorporation, and comply in all respects with all statutes, laws, rules, and regulations applicable to them and to their respective businesses and properties.

2.15 OFFICERS, DIRECTORS AND EMPLOYEES. The Managing Member of LGH LLC is listed in the minutes, and SCHEDULE 2.15 annexed hereto. The curriculum vitae of the officers, directors and key management of LGH LLC are set forth and annexed hereto and are true and complete and do not contain any material misstatement of fact or omit any fact required to make the facts stated therein not misleading.

2.16 PATENTS, LICENSES, SOFTWARE ETC. Annexed hereto as SCHEDULE 2.16 (LGH must provide information if any is none put none delete the remainder of 2.16) is a list of all of the domestic and foreign patents, patent applications, patent, software and other licenses, trade names, trademarks, service marks, trademark registrations and applications, service mark registrations and applications, copyrights, copyright registrations and applications owned or controlled by LGH LLC, used in the operations of the business of LGH LLC, or governing the products or processes of LGH LLC (collectively, the "Intellectual Property"). LGH LLC owns or has a valid license to use the Intellectual Property. LGH LLC has not received any notice of infringement of, or conflict with, and to their knowledge, there are no infringements of or conflicts with, the rights of any person with respect to the use of any Intellectual Property.

2.17 ACCOUNTS RECEIVABLE. LGH LLC has two separate accounts receivable. one for \$1,306,667.00 and one for \$301,500.00.

2.18 INVENTORY. LGH LLC See attached hereto.

2.19 COMPENSATION PLANS. Except as disclosed and hereto annexed, LGH LLC does not have any bonus, deferred compensation, pension, profit-sharing, retirement, stock purchase, stock option or any other fringe benefit plan, arrangement or practice, whether formal or informal.

2.20 ASSETS NOT SUBJECT TO DECREE. Neither the whole nor any portion of the leaseholds or any assets or property of LGH LLC is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefore, nor to the best knowledge of LGH LLC has any such condemnation, expropriation or taking been proposed.

2.21 EMPLOYMENT LAWS AND REGULATIONS. To the best knowledge of LGH

LLC after due inquiry, LGH LLC is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices; there is no unfair labor practice complaint against LGH LLC pending before the National Labor Relations Board; there is no labor strike, dispute, slowdown or stoppage actually pending or, to the best of LGH LLC's knowledge after due inquiry, threatened against or affecting LGH LLC; to the best knowledge of LGH LLC, after due inquiry, no representation question exists respecting the employees of LGH LLC, to the best knowledge of LGH LLC, after due inquiry, no grievance which might have a material adverse effect on LGH LLC or the conduct of its businesses nor any arbitration proceeding arising out of or under collective bargaining agreements is pending and no claim therefore exists; no collective bargaining agreement which is binding on LGH LLC restricts it from relocating or closing its operations; LGH LLC has not experienced any work stoppage or other labor difficulty in the past; and LGH LLC is not a party to any collective bargaining labor representative agreement.

2.22 INSOLVENCY. LGH LLC has never been, and is not insolvent or bankrupt, and there is no pending or threatened insolvency or bankruptcy proceeding of any kind, either state or federal, affecting LGH LLC.

2.23 MEMBER INVESTMENT REPRESENTATION. The Members represent that they are acquiring the unregistered and restricted shares of BMG common stock and warrants of BMG in exchange for their Interests and warrants of LGH LLC which may not be resold without full compliance with the rules and regulations of the Securities Act of 1933.

2.245 SUBSIDIARIES. LGH LLC has no subsidiary.

2.25 DEBT. All note holders of LGH LLC as of the date hereof have agreed to convert their loans to LGH LLC to equity of BMG.

2.26 SALE HAVE PREVIOUSLY UTILIZED OPERATING ASSETS. BMG has no assets or liabilities.

### ARTICLE 3

#### WARRANTIES AND REPRESENTATIONS OF BMG

BMG hereby makes the following representations and warranties to LGH LLC and its Members, each of which is true as of the date hereof and will be true as of the Closing Date and each of which shall be deemed to be independently material and to have been relied upon by LGH LLC and the Members in connection with this Agreement.

3.01 ORGANIZATION. BMG is a corporation duly organized, validly existing by virtue of the laws of Florida in the United States, and on the Closing Date; neither the nature of its business nor the character and location of its properties requires it to be qualified or

licensed to do business in any other jurisdiction other than the State of Florida. Since its incorporation, no claim has been asserted by any governmental authority that the nature of its business, or the character and location of the properties owned or operated by BMG makes qualification or licensing to do business necessary in any jurisdiction in which it is not so qualified or licensed. BMG is subject no litigation and claims.

3.02 BMG STOCK. The authorized capital stock of BMG consists solely of 500,000,000 shares of common stock, of which 105,655,470 are presently issued and outstanding. BMG obtained the approval of the majority its shareholders to effectuate a 1 for 1,000 reverse split of its common stock and related materials have been filed with the State of Florida on August 23, 2010 leaving 105,656 shares are issued and outstanding. All of the issued and outstanding shares of BMG's capital stock, including shares exchanged for shares of LGH LLC to be issued hereunder, are or will be when issued fully paid and non-assessable shares of BMG's common stock.

Following the one-for-one thousand reverse split of BMG's common stock and immediately prior to the closing, BMG shall have 105,666 shares of common stock issued and outstanding. BMG is not authorized to issue any preferred shares and has no (and has never had any) preferred shares outstanding. All the issued and outstanding shares of BMG's common stock are duly authorized; validly issued, fully paid for and non-assessable. Upon tender of the common stock to the Members as provided for in Section 1.1, above, said tendered shares shall vest ownership of said shares to the holder thereof, free and clear of all encumbrances and said shares shall be deemed validly issued, fully paid for and non-assessable, to the extent that said shareholder were vested with full ownership of the shares that they have exchanged for BMG shares. BMG has no outstanding bonds, debentures, notes or other indebtedness or other securities having the right to vote (or being convertible into, or exchangeable for, securities having the right to vote) on any matters on which Members may vote. Except as provided for above, BMG has no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which it is a party or by which it is bound obligating it to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of its capital stock or other equity or voting securities or obligating it to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. BMG has no outstanding contractual obligations, commitments, understanding or arrangements to repurchase, redeem or otherwise acquire or make any payment in respect of any of its capital stock.

#### LIST ALL CONVERTIBLE INSTRUMENTS

3.03. SALE OF PREVIOUSLY UTILIZED OPERATING ASSETS. BMG, as of August 23, 2010 transferred all of its BMG company assets as well the liabilities associated with the same, if any to a newly formed corporation as part of this transaction. In addition to the transfer of the assets to Broadcast Marketing Group of Georgia Inc, a newly formed corporation.

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3.04 TAXES AND TAX RETURNS. FILING OBLIGATIONS. (a) BMG has filed its 2010 taxes and has filed all prior year's tax returns with the appropriate governmental authorities all tax returns ("Tax Returns" as hereinafter defined) required to be filed by it and all such tax returns are true, correct and complete in all material respects.

(b) TAX DEFICIENCIES. No deficiencies for taxes have been claimed, proposed or assessed by any taxing or other governmental authority against BMG and BMG has not received any notice, or otherwise has any knowledge, of any potential claim, proposal or assessment against BMG for any such deficiency for taxes. There are no pending, or to the best of BMG's knowledge, threatened audits, investigations or claims for or relating to any liability in respect of taxes, and there are no matters under discussion between BMG on the one hand and any governmental authority on the other hand with respect to taxes that, in the reasonable judgment of BMG, is likely to result in a material additional liability of BMG for taxes.

(c) TAX LIENS. There are no liens for taxes upon any property or assets of BMG except those for which adequate reserves have been provided for on the Financial Statements.

(d) TAXES IN FOREIGN JURISDICTIONS. No claim has ever been made to BMG by an authority in a jurisdiction where BMG has not filed tax returns that BMG is or may be subject to taxation by that jurisdiction.

(e) WAIVER OF STATUTE OF LIMITATIONS. BMG has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

(f) SECTION 280G OF THE CODE. There is no contract, plan or arrangement (written or otherwise) covering any current or former employee or independent contractor of BMG that, individually or in the aggregate, could give rise to the payment of any amount that will not be deductible by BMG under Section 280G of the Code.

(g) POWER OF ATTORNEY No power of attorney that is currently in force has been granted by BMG with respect to any matters relating to taxes.

(h) TAX SHARING AGREEMENTS. There are no tax sharing agreements or other similar arrangements with respect to or involving BMG.

(i) REAL PROPERTY HOLDING COMPANY. BMG is not, and during the five-year period ending on the Closing Date has not been, a "United States Real Property Holding Corporation," as such term is defined in Section 897(c) of the Code or the Treasury Regulations promulgated there under.

3.05 COMPLIANCE WITH LAW. BMG has complied with all state, federal and local laws in connection with its formation, issuance of securities, organization, capitalization and operation, and no contingent liabilities have been threatened, or claims made or threatened with respect to said operations, formation or capitalization, including claims

for violation of any state or federal securities laws and, to the best of its knowledge, no basis for any such claim or liability exists. All filings required to be made by BMG pursuant to federal or state securities laws have been made up through the time that its common shares were no longer subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, comply as to form with all requirements of the securities laws, comply as to form with all requirements of the securities laws, and contain no material misstatement or omit any facts required so as not to be misleading. No consent, approval, authorization or order of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of BMG in connection with the execution and delivery of this Agreement, or the carrying out of any of the transactions contemplated hereby.

**3.06 DISPUTES AND LITIGATION.** BMG is not involved in any pending material litigation, disputes or governmental investigation or proceeding, and to the best knowledge of BMG, no material litigation, claim, assessment or governmental investigation or proceeding is pending or threatened, except as may be disclosed on SCHEDULE 3.06, annexed hereto.

**3.07 THE SHARES TO BE ISSUED.** The Shares to be issued to the Members have been duly authorized, and when issued in exchange for the Interests as provided herein, will be validly issued, non-assessable and fully paid under the laws of the state of Florida and will be issued in a non-public offering pursuant to exemptions from registration under federal and state securities laws. The BMG Shares to be issued will have the same dividend, voting and other rights, powers, preferences, limitations and restrictions as all of the shares of common stock of BMG issued and outstanding as of the date hereof, except that the BMG Shares shall be deemed "restricted shares" as defined in Rule 144 promulgated under the Act, and shall bear a restricted legend and stop transfer instructions will be filed with BMG's Transfer Agent subject to valid exemptions. All of the BMG shares, when delivered, shall be free and clear of all voting trusts, agreements, arrangements, liens and all other encumbrances, claims, equities and liabilities of every nature, and BMG, having duly taken all corporate action required therefore, has the unqualified right to issue the BMG Shares and to deliver clear and unencumbered title thereto.

**3.08 APPROVAL BY THE BOARD OF DIRECTORS.** The execution of this Agreement by BMG, and the performance by BMG of its covenants and undertakings hereunder have been duly authorized by all requisite corporate action, and approved by the BMG Board of Directors, and BMG has the corporate power and authority to enter into this Agreement and to perform the covenants and undertakings to be performed by it hereunder, and is under no other impediment which would adversely affect its ability to consummate or prohibit it from consummating the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by BMG and constitutes a valid and legally binding obligation of BMG enforceable in accordance with its terms.

**3.9 POWER AND AUTHORITY.** BMG has full power, authority and legal right to



enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance by BMG with the provisions hereof will not: (i) conflict with or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the creation of any lien, security interest, charge or encumbrance upon the shares to be issued or any of the property or assets of BMG under any of the terms, conditions or provisions of the Articles of Incorporation or By-Laws of BMG or any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which BMG is a party, or by which it is bound; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to BMG or any of its properties or assets.

3.10 FINANCIAL STATEMENTS AND LIABILITIES. BMG's has no liabilities or financial statements and have not filed any documents with Pink OTC, Inc.

#### ARTICLE 4 INTERIM OPERATIONS

Between the date hereof, and the Closing Date, BMG and LGH LLC will conduct their respective operations as set forth below.

4.01 PRESENT BUSINESS OPERATIONS. Except as herein provided, BMG and LGH LLC will carry on their respective businesses in substantially the same manner as heretofore and the assets, properties and rights now owned by them will be maintained, as far as practicable, in the usual and ordinary course of business, to the same extent, under the same insurance coverage and in the same condition as on the date of this Agreement. Prior to the closing date, BMG and LGH LLC shall engage in no activity or business other than as is presently conducted or shall be necessary to effect the transactions contemplated by this Agreement.

4.02 NON-DISPOSAL OF PROPERTY. Except in the ordinary course of business and as herein provided, or as may hereafter be mutually agreed to in writing by the parties, neither BMG, nor LGH LLC, will sell or dispose of any property or assets, nor will they encumber any property or assets except as may be required by law.

4.03 ISSUANCE OF STOCK OR MEMBER INTERETS. Neither of the Parties to this Agreement without the written consent of the other Party hereto, will issue or sell, or issue the right to subscribe to, any shares of capital stock, securities exchangeable or exercisable for capital stock, or acquire for a consideration any shares of capital stock or warrants, or declare or pay any dividend on any capital stock.

4.04 AMENDMENT OF CORPORATE DOCUMENTS. Except as contemplated herein, neither BMG, nor LGH LLC, will amend their respective Certificates of Incorporation or By-Laws.

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4.05 ACCESS TO BOOKS AND RECORDS. LGH LLC and BMG shall each, at all reasonable times, permit access to their respective properties, books and records for the purpose of examination by the other party hereto and its officers, directors, attorneys, accountants and representatives, and LGH LLC and Company shall furnish to the other party hereto upon request any information reasonably required in respect of such property, assets and business;

4.06 DEBT. Neither BMG, nor LGH LLC, will incur any indebtedness or contingent liability, or enter into any contract or agreement except in the ordinary course of business.

4.07 ACQUISITIONS. Neither BMG nor LGH LLC will acquire any business or assets of any going business, nor will they merge or consolidate with or into any other corporation, or entity, nor will they change the character of their business except as to the spin out of OTC Transfer back to the operating owners with the prior written consent of BMG.

4.08 NOTICE OF ANY CHANGES. BMG and LGH LLC will promptly advise each other in writing of any material adverse change in their financial condition, business or affairs, whether arising from matters occurring not in the ordinary course of business or not.

4.09 REVERSE SPLIT. BMG have not effected any changes to its Capital Structure.

## ARTICLE 5 CONDITIONS PRECEDENT TO CLOSING

5.01. CONDITIONS PRECEDENT TO THE ACQUISITION BY BMG. The obligations of BMG to consummate and effect the acquisition contemplated hereunder shall be subject to the satisfaction, on or prior to the Closing Date, unless waived, of the following conditions:

5.011 EXECUTION BY ALL MEMBERS. BMG's obligation to carry out the provisions of this Agreement is conditioned upon, among other things, the execution of this Agreement by the Managing Member of LGH LLC.

5.012 WARRANTIES AND REPRESENTATIONS OF LGH LLC SHALL BE TRUE AND CORRECT. Except as otherwise contemplated by this Agreement, the representations and warranties of LGH LLC herein contained shall be true and correct as of the Closing Date with the same effect as though made on the Closing Date and LGH LLC shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to such Closing Date; and LGH LLC shall have delivered to BMG a certificate dated at such Closing Date and signed by the Managing Member of LGH LLC to the foregoing effect, to the best knowledge of the person giving such certificate;

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5.013 OPINION OF COUNSEL. BMG shall have received the opinion of counsel for LGH LLC dated the Closing Date, with respect to the following matters:

(A) ORGANIZATION. LGH LLC is duly organized, validly existing and in good standing under the laws of the State of Nevada and the County under which it was formed and it has all requisite corporate power and authority to carry on the business now conducted and to own and operate its respective properties;

(B) MEMBERSHIP INTEREST. The Members issued in LGH LLC and the number of interests issued and outstanding immediately prior to the acquisition or as required for debt settlement, all of which are duly authorized, issued and outstanding, and are non-assessable as indicated in Articles 1 and 2 hereof;

(C) CORPORATE ACTION. All necessary corporate proceedings, including appropriate action by the Members of LGH LLC to approve this Agreement and the execution, delivery and performance thereof and all other proceedings required by law or by the provisions of this Agreement have been taken and LGH LLC has the full right, power and authority to enter into this Agreement and to carry out the terms thereof without further action; and

(D) SUITS, ACTIONS OR PROCEEDINGS. To the best knowledge of such counsel, except as herein indicated, there are no suits, action, claims or proceedings pending or threatened against LGH LLC nor to the knowledge of such counsel is LGH LLC a party to or subject to any order, judgment, decree, agreement, stipulation or consent of or with any court or administrative agency, nor, to the best knowledge of such counsel, is any investigation pending or threatened against LGH LLC.

5.014 RECEIPT OF ALL INFORMATION, SCHEDULES AND EXHIBITS. LGH LLC and BMG shall have exchanged all of the information, Schedules and Exhibits referred to in this Agreement, which shall be completed by each party within three (3) days following the date hereof (unless extended by the mutual agreement of the parties hereto or waived after which date either party may elect to terminate this Agreement according to the provisions of Article 8 below).

5.015 ASSUMPTION, PAYMENT ON SETTLEMENT OF CERTAIN OBLIGATIONS. The newly formed company (see Sec 2.26) shall have assumed all approved liabilities of LGH LLC.

5.02 CONDITIONS PRECEDENT TO ACQUISITION BY LGH LLC. The obligations of LGH LLC to consummate and effect the acquisition contemplated hereunder shall be subject to the satisfaction, on or prior to the Closing Date, unless waived, of the following conditions:

5.021 WARRANTIES AND REPRESENTATIONS OF BMG ARE TRUE AND CORRECT. The representations and warranties of BMG herein contained shall be true and correct as of and at the date of this Agreement and as of the Closing Date of the

acquisition; and BMG shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Closing Date; and BMG shall have delivered to LGH LLC a legal opinion that :

(a) BMG is a Florida corporation duly organized, validly existing under the laws of the state of Florida and it has all requisite corporate power and authority to carry on the business now conducted and to own and operate its respective properties;

(b) All necessary corporate proceedings, including appropriate action by the directors of BMG, to approve this Agreement and the execution, delivery and performance thereof and all other proceedings required by law or by the provisions of this Agreement have been taken, and BMG has the full right, power and authority to enter into this Agreement and to carry out the terms thereof without further action; and

(c) To the best knowledge of such counsel, except as herein indicated, there are no suits, actions or proceedings current nor pending against BMG, nor to the knowledge of such counsel is LGH LLC a party to or subject to any order, judgment, decree, agreement, stipulation or consent of or with any court or administrative agency, nor, to the best knowledge of such counsel, is any investigation pending or threatened against LGH LLC.

## ARTICLE 6 CLOSING

**6.01 CLOSING.** The date for the closing of the transactions described in this Agreement (the "Closing Date"), shall take place on or before May 6th, 2011.

**6.02 DELIVERY OF DOCUMENTS.** Each party will comply with their respective requirements and obligations at the closing as set forth herein and will deliver appropriate documents as called for by this Agreement. Signature Stock Transfer on behalf of LGH LLC and Signature Stock Transfer on behalf of BMG will handle the share exchange.

**6.03 BOARD OF DIRECTORS.** On the Closing Date BMG's remaining officer will have elected the following persons to serve as directors of BMG until the next annual meeting of shareholders:

As of May 3, 2011, W. Keith Webb will have tendered is resignation and Dwight William Jory will be elected until the next shareholders meeting.

**6.04 REPRESENTATIONS:** The holders of a majority of the issued and outstanding shares of common stock of BMG, in accordance with the Certificate of Incorporation, By-Laws and statutes affecting BMG, shall have voted in favor of this Agreement and the acquisition contemplated hereunder and BMG shall have delivered at the Closing Date a Certificate of the President and the Secretary of BMG attesting thereto.



6.05 COMPLETENESS OF DISCLOSURE. No representation or warranty in this Agreement nor any certificate, exhibit, statements, document or instrument furnished or to be furnished to BMG by LGH LLC in connection with the negotiation, execution or performance of this Agreement, contains any untrue statement of a material fact or omits to state a material fact required to be stated or necessary to make any statement made, not misleading.

6.06 TRANSFER OF PREVIOUSLY UTILIZED OPERATING ASSETS. There are no assets to be transferred.

6.07 EXPENSES; REPRESENTATION. Each party shall bear their respective costs for attorneys' fees.

## ARTICLE 7 INDEMNIFICATION

7.01 INDEMNIFICATION BY LGH LLC. In order to induce BMG to enter into this Agreement, and for other good and valuable consideration, receipt whereof is acknowledged, LGH LLC agrees to indemnify BMG, its pre-closing officers, directors, agents, employees, control persons and its or their successors and assigns, and to hold them harmless in respect of (i) all liabilities of LGH LLC of any nature, whether accrued, contingent, absolute or otherwise, as of the Closing Date, which are not disclosed or provided for in the financial statements delivered to BMG as herein provided; (ii) any damage or deficiency arising from any misrepresentation or breach of warranty made by LGH LLC herein; and (iii) all actions, suits, proceedings, demands, assessments, fines, judgments, costs, expenses, or reasonable attorney's fees incident to the foregoing;

7.02 INDEMNIFICATION BY BMG. In order to induce LGH LLC to enter into this Agreement, and for other good and valuable consideration, receipt whereof is acknowledged, BMG agrees to indemnify LGH LLC and their respective Members, employees, controlling persons and agents, and to hold each of them harmless in respect of (i) all liabilities of BMG of any nature, whether accrued, contingent, absolute or otherwise, as of the Closing Date, which are not disclosed or provided for in the financial statements delivered to LGH LLC as herein provided; (ii) any damage or deficiency arising from any misrepresentation or breach of warranty or agreement made by BMG herein; and (iii) all actions, suits, proceedings, demands, assessments, fines, judgments, costs, expenses, or reasonable attorney's fees (whether related to claims between the parties, involving third parties or otherwise), as they are incurred, incident to the foregoing.

7.03 INDEMNIFICATION BY BMG AND LGH LLC. Additionally, following the Closing, BMG and LGH LLC shall indemnify and hold harmless W. Keith Webb their agents and attorneys and their respective successors and/or assigns from any and all actions, suits, proceedings, demands, assessments, fines, judgments, liabilities, costs, damages, expenses, claims or losses suffered in connection with any matter regarding the

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affairs of BMG occurring following the Closing.

## ARTICLE 8 TERMINATION

8.01 TERMINATION. This Agreement may be terminated or abandoned at any time prior to the Closing Date upon the following conditions:

(a) By the mutual consent of the Boards of Directors of BMG and the Managing Member of LGH LLC, or

(b) By the Board of Directors of either BMG or Managing Member of LGH LLC if, in the bona fide judgment of such party there shall have been a material violation of any covenant or agreement set forth herein; or if any warranty or representation shall be untrue

8.02 EFFECT OF TERMINATION PRIOR TO CLOSING. In the event of the termination and abandonment of the acquisition and this Agreement as herein provided, written notice shall be given to each party and there shall be no liability on the part of any person who is a party hereto, or any liability for the Board of Directors, stockholders, officers or directors of either BMG or Members or any other party to this Agreement.

## ARTICLE 9 NATURE AND SURVIVAL OF WARRANTIES AND REPRESENTATIONS

9.01. NATURE AND SURVIVAL OF REPRESENTATIONS. All representations, warranties and covenants made by a party to this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereby. All of the parties hereto are executing and carrying out the provisions of this Agreement, and relying solely upon the representations, warranties and covenants contained in this Agreement and not upon any investigation upon which he she or it might have made, or any representation, warranties, agreements, promises or information, written or oral, made by the other party, or by persons other than as specifically set forth herein.

## ARTICLE 10 INVESTMENT REPRESENTATIONS OF THE MEMBERS AND RESTRICTION ON SALE OF STOCK

10.01. INVESTMENT REPRESENTATIONS OF MEMBERS. The Members, warrant, represent and agree with respect to the BMG Shares to be received in exchange for the Interests pursuant to this Agreement, that the BMG Shares are being acquired for the

purpose of investment, for the separate accounts of the Members, and not with a view to distribution or resale or any present intention to divide their participation with others. The Members further represent and warrant that he, she or it have been informed that BMG Shares to be received by the Members are not being registered under the Act in reliance upon the exemption provided by Section 4(2) of the Act as a transaction not involving any public offering and that reliance upon such exemptions is predicated in part on the representations made in this paragraph 10.01.

**10.02. LIMITATIONS ON SALE OF SHARES OF BMG.** The Members consent to the imposition of a legend on the certificate or certificates of stock to be acquired by them to the effect that such securities have not been registered under the Act and such securities may not be sold, pledged or hypothecated, except in compliance with said Act, or upon an appropriate opinion of counsel acceptable to BMG to the effect that an exemption from the registration provisions of said Act is available to the selling Member. The Member further consent to the imposition of "stop transfer" instructions with respect to each of their respective accounts as recorded by the transfer agent of BMG, to the effect that such shares may not be sold or disposed of without evidence of compliance with the requirements of said Act, or upon an acceptable opinion of counsel and the Member has authorized the signing on behalf of LGH LLC to make such representation.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall be observed in this Agreement.

**11.01 COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures shall be deemed original signatures.

**11.03 ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement.

**11.04 SUCCESSORS.** This Agreement shall be binding upon the parties hereto, and inure to the benefit of the parties, and their respective heirs, administrators, executors, personal representatives, successors in interest and assigns.

**11.05 FURTHER ASSURANCES.** At any time and from time to time after the date hereof, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

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11.06 WAIVER. Any failure on the part of any party hereto to comply with any of the obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

11.07 NOTICES. All notices and communications required or permitted hereunder shall be sufficient if made in writing and shall be deemed to have been given if delivered in person or sent by postage prepaid, first class, registered or certified mail, return receipt requested to the addresses first set forth above or to such other or additional addresses as any party hereto shall reasonably designate with respect to itself from time to time.

11.08 SEVERABILITY. The parties to this Agreement hereby agree and affirm that none of the above provisions is dependent upon the validity or of any other provisions, and if any part of this Agreement is deemed to be unenforceable, the balance of the Agreement shall remain in full force and effect; provided that the essential purposes of this Agreement are capable of being fulfilled in the absence of such invalid provisions.

11.09 HEADINGS. The section and subsection headings in this Agreement are inserted for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement.

11.10 GOVERNING LAW. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced exclusively in accordance with the internal laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, members, employees or agents) shall be commenced exclusively in the federal courts sitting in the State of Florida. Each party hereby irrevocably submits to the exclusive jurisdiction of the federal courts sitting in the State of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other reasonable costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding, including with respect to any appeal.





11.11 AMENDMENT. This Agreement or any provision hereof, may not be changed, waived, terminated or discharged except by means of a written supplemental instrument signed by the party against whom enforcement of the change, waiver, termination or discharge is sought.

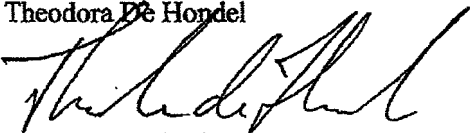
11.12 ASSIGNMENT. This Agreement is personal to the Parties hereto and may not be assigned, transferred to any other party or person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above written date by authority of their respective Members, Boards of Directors or have otherwise set their hand and seal hereto on the date above written.

For and on behalf of :

Locatl Global Holdings LLC

Theodora De Hondel

  
For and on behalf of:

**BROADCAST MARKETING GROUP INC**

  
Dwight William Jory, President/CEO

For and On Behalf of the Members of:

Locatl Global Holdings LLC

  
Theodora De Hondel Jory, Managing Member

  
Dwight W. Jory, Member

**Schedule A: Members of LGH LLC**

<u>Name</u>	<u>Address</u>	<u>Number of Shares Owned</u>
Theodora De Hondel Jory	2220 Dogwood Ranch Ave Henderson Nevada,89052	51%
Dwight W. Jory	2220 Dogwood Ranch Ave Henderson Nevada,89052	49%



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**Schedule 2.13:**

**Contracts of LGH LLC None**

**Schedule 2.15:**

**Locatl Global Holdings LLC (CV's Attached)**





EXHIBIT "B"

1. Funds Expended For or on Behalf of BMG by LCH LLC or its Affiliates

Paid

6,000.00 to Keith Webb towards purchase price  
3,800.00 to Signature Stock Transfer  
5,200.00 to Pink OTC Markets  
1,000.00 to Pink OTC Markets

Accrued

20,000.00 for Agapa Holdings, LLC  
4,046.00 for Filer Support Services, Inc.  
5,000.00 for Frank Hariton, Esq.

2. Funds Currently Expended For or Accrued on Behalf of BMG or in Connection with the Unwind Agreement by Keith Webb

7,000.00 for Andrew Farber, Esq.

Handwritten signature and initials, possibly "JH" and "KEW", in black ink.

# CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of March 21, 2011 by and between Locati Global Holdings, LLC hereinafter referred to as ("COMPANY"), and W. Keith Webb hereinafter referred to as ("WKW"), located at 19 Scott Street, Welaka, Florida 32193.

## WITNESSETH:

WHEREAS WKW provides corporate growth development consulting services;

WHEREAS the Company desires to engage the services of WKW in accordance with the terms and conditions set forth in this Agreement which now consolidates and supercedes any agreement now in effect, and;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

This will confirm the arrangements, terms and conditions pursuant to which W. Keith Webb, ("WKW"), has been retained to assist Locati Global Holdings, LLC. ("the Company"), for a period of one year commencing on March 21, 2011, with and automatic renewal of one year unless a notice of termination is sent 60 days in advance of the termination date. The undersigned hereby agrees to the following terms and conditions:

1. Duties of WKW- Consulting Services: WKW will provide such consulting services and advice pertaining to the Company's business affairs as the Company may from time to time reasonably request. Without limiting the generality of the foregoing, WKW will assist the Company in business and strategic planning, growth oversight, corporate finance and corporate development, consulting and assistance in developing, studying, and evaluating merger and acquisition proposals based upon documentary information provided to WKW by the Company and any other such business matters as may be needed.

The services described shall be rendered by WKW without any direct supervision by the Company and at such time and place and in such manner (whether by conference, telephone, letter or otherwise) as WKW may determine.

- Strategic Plan Implementation: Assist and review of corporate plans, acquisitions, joint ventures, new products and technology and overall corporate direction to ensure that the approach has the potential to add significant value to the Company's value.
- Trade Assistance: Assistance, where needed, in identifying and strategy for contacting corporate partners. If the Company wishes to retain the firm to implement this plan, then a separate agreement, which designates compensation for joint ventures, licensing agreements, marketing agreements, etc. would be signed.

- **Investor Relations Oversight:** These will include assistance and monitoring of current Investor effort, development of marketing approaches for broadening the Company's shareholder base, review and periodic updating of the Company's story presentations to the investment community, review of internal investor relations including top management interface with the investment community, review and selection of events and press releases which could have major impact on the Company's stock, etc one the Company is trading.
  - **Recruitment:** WKW would assist the Company in identifying and profiling key management and board members who are needed. Implementation of this would be under separate agreement by which we would receive separate compensation for identification of candidates and filling of those positions.
2. **Adjustments:** Any changes to the Company's corporate development plan which WKW, would be assisting with may result in substantially more or less work. The parties would agree that the quarterly retainer would be adjusted, as mutually agreed upon.
  3. **Available Time:** WKW shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its obligations under this agreement and may in certain circumstances be entitled to additional compensation in connection therewith.
  4. **Relationship:** Nothing herein shall constitute WKW as an employee or agent of the Company, except to such extent as might hereinafter be expressly agreed, WKW shall not have the authority to obligate or commit the Company in any manner whatsoever.
  5. **Indemnification:** The Company agrees to execute an indemnity agreement, acceptable to both parties, which shall survive any termination of this Agreement. The Company represents that it has the authority to enter into this agreement, and has obtained all necessary consents. It further represents that there are no existing agreements that would prohibit or prevent the terms of the agreement from being implemented.
  6. **Miscellaneous:** This Agreement constitutes the entire agreement between us, and may not both parties sign amended or modified except in writing hereto. If any provision of this Agreement shall be held or made invalid by a statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable. This Agreement and the schedule hereto have been drafted jointly by the parties and, in the event of any ambiguities in the language hereof, there shall be no inference drawn in favor of or against either party. The parties agree to submit any dispute or claim arising from the interpretation, performance, breach or any other aspect of this Agreement or any of its terms or provisions to final binding arbitration by a panel of three arbitrators selected in accordance with the rules of the International Arbitration Association in Florida in accordance with the International Rues of Arbitration and the Code of Civil Procedure; the arbitrator's decision shall be final and conclusive

and confirmed by way of court judgment. The prevailing party shall be entitled to recover from the other party the cost of the arbitration, including reasonable attorney's fees. Either party may initiate arbitration as provided in the International Rules of Arbitration and the Code of Civil Procedure.

7. Confidentiality: Except in the course of the performance of its duties hereunder, WKW agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement unless and until such information becomes generally known.
8. Assignment and Termination: This Agreement shall not be assignable by any party except to successors to all or substantially all of the business of either party for any reason whatsoever without the prior written consent of the other party, which consent may be arbitrarily withheld by the party whose consent is required.
9. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be construed in accordance with the laws of the State of Florida.

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

AGREED AND ACCEPTED:

By: 

Name: Dwight Jory

Title: Chairman and COO

Date: March 21, 2011

AGREED AND ACCEPTED:

By: 

Name: W. Keith Webb

Date: March 21, 2011