

NEW WAVE MEDIA, LLC PAY ADVANCEMENT AGREEMENT

THIS PAY ADVANCEMENT AGREEMENT (this "Agreement") dated this 5th day of March, 2014

BETWEEN:

New Wave Media, LLC of 713 Samuel Cary Drive, Cary NC 27511
(the "Lender")

OF THE FIRST PART

AND

James Hentges, of 204 19th St. NE Stewartville, MN. 55976
(the "Recipient")

OF THE SECOND PART

Recitals

WHEREAS, this Agreement upon signature does supersede any previous Pay Advancement Agreements entered into by and between the Lender and the Recipient.

WHEREAS the Lender is advancing certain monies (the "Advancement") to the Recipient, and the Recipient agrees to repaying the Advancement to the Lender in its entirety,

NOW THEREFORE, Inconsideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Lender and the Recipient agree as follows:

Advancement Amount & Interest

1. The Lender promises to advance Five Hundred Sixty Eight Dollars and 99/100, (\$568.99) USD, to the Recipient. The Recipient promises to repay this principal amount to the Lender, at 713 Samuel Cary Drive, Cary, NC 27511 or at such address as may be provided in writing, with interest payable on the principal at the rate of Fifteen Percent (15%). The Advancement will be used to offset immediate costs related to contractual work undertaken between Lender and Recipient in 2014 and is hereby provided to the Recipient for that expressed purpose.

Payment

2. The principal and interest of the Advancement will be deducted from payment of the Recipient's invoiced amounts until the full amount of the Advancement and interest, has been deducted and paid in full. Should the deductions not attain the full amount of the Advancement and interest the remaining balance is due in conjunction with the submittal of the final invoice by Recipient or Ten (10) days following the termination of the project

regardless of cause, whichever event occurs first.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Recipient defaults in the performance of any obligation under this Agreement, or is terminated from the aforementioned contractual work undertaken between Lender and Recipient in 2014; then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.

Security

4. If the Recipient defaults in payment as required under this Agreement or after demand for ten (10) days, the Recipient grants Lender the right to secure and sell both personal and business assets belonging to Recipient for purposes of repayment of the Advancement.
5. The Recipient grants to the Lender a security interest in the Security until this Advancement is paid in full.

Governing Law

6. This Agreement will be construed in accordance with and governed by the laws of the State of North Carolina.

Costs

7. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Recipient, will be added to the principal then outstanding and will immediately be paid by the Recipient.

Binding Effect

8. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Recipient and Lender. The Recipient waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

9. This Agreement may only be amended or modified by a written instrument executed by both the Recipient and the Lender.

Severability

10. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

11. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

12. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Effect

13. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Representation of Authority

14. Each person signing this Agreement as officer, agent or in any other representative capacity represents and warrants that he or she has full authority to do.

Arbitration

15. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitrator shall not award attorney's fees or other expenses incurred by any party in the course of the arbitration. The place of arbitration shall be Raleigh, North Carolina. A claim, otherwise arbitral under this paragraph, shall be waived and forever barred if on the date the demand for arbitration is received by the American Arbitration Association, the claim, if asserted in a civil action, would be barred by the applicable statute of limitations. All Lenders' fees, to include any and all legal representation and cost associated with arbitration of this Agreement will be paid in full by the Recipient.

Mode of Execution

16. The Master Agreement, Personal Guaranty and Term Sheet and Statement of Work can only be signed by any of the signature types listed below in this section (16) of the Master Agreement. The use of any one of the listed types of signatures will constitute a party's original signature and bind the party under the contract.

- (a) An original written ink signature signed by duly authorized officers of both parties.

- (b) An exchange of facsimile copies showing the original ink signature of paper documents. The parties agree that if a duly authorized officer of one party signs this Agreement and transmits such Agreement to the other party via facsimile transmission and a duly authorized officer of the other party then signs such transmission, this Agreement will have been validly executed by both parties and such fully signed document, and the facsimile of such document bearing both signatures transmitted to the party that originally signed such document, will be deemed original documents.

- (c) Electronic signature technology employing computer software to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is capable of verification to authenticate the signature, and is transmitted electronically from an email account representing the person whose signature is affixed electronically to the documents. The parties electronic signature is

only valid by typing **YES** on the Digital Signature line included in all signature blocks of the Master Agreement, Personal Guaranty and Term Sheet and Statement of Work

[SIGNATURE BLOCKS ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

NEW WAVE MEDIA, LLC:

Signature: _____
Name: Sean Botsford
Title: Managing Member
Date: 3/5/2014
Digital
Signature: Yes

RECIPIENT:

Signature: _____
Name: James Hentges
Title: _____
Date: 3/5/2014
Digital
Signature: Yes