MASTER ACQUISITION AGREEMENT

This Master Acquisition Agreement (this "Agreement") is made and executed as of December 14, 2012, by and among Gow Broadcasting, L.L.C., a Delaware limited liability company formerly known as Mission Media Group, LLC, doing business as Yahoo Sports Radio ("Gow"), TSF Radio Network, L.L.C., a Michigan limited liability company ("TSF Radio"), and Michael J. Sinnott, a resident of Michigan ("Sinnott").

RECITALS:

A. Gow owns and operates a sports radio broadcasting network located in Houston, Texas known as the Yahoo Sports Radio Network ("YSRN").

B. TSF Radio owns and operates The Sports Flash Radio Network (the "Network") located in Williamston, Michigan, and Sinnott owns 100% of TSF Radio.

C. The Network produces short sport, radio flashes which are broadcasted by radio affiliates in exchange for certain advertising slots.

D. Gow wishes to acquire the Network and to hire Sinnott as an employee under the terms set forth herein and to issue equity to Sinnott as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations, warranties, terms, and conditions hereinafter made, the parties hereto agree as follows:

1. Acquisition and Network Operation.

1.1 Gow will acquire the Network, including the operations of the Network and advertising time inventory, and potentially some assets of the Network as outlined below, in exchange for the offer of employment and issuance of equity in Gow to Sinnott, as set forth below.

1.2 Notwithstanding the foregoing, TSF Radio and Sinnott will retain their respective equipment, names, brands, trademarks, logos, and other intellectual property, and TSF Radio will give an exclusive and royalty-free license to Gow to use all equipment, names, brands, trademarks, logos and other intellectual property of TSF Radio relating to the Network ("Subject Assets") during the Term (as defined in Section 2.3). Upon payment of the Ultimate Equity Amount (as defined in Section 3), Gow will take full ownership of the Subject Assets, and TSF Radio will assign all such Subject Assets over to Gow. If this Agreement is terminated prior to the payment of the Ultimate Equity Amount, then all of the Subject Assets and all of the rights concerning the Network will remain with TSF Radio and Gow will have no claims to any of the Subject Assets or the Network.

1.3 Notwithstanding the foregoing, the following sports marketing campaigns, and the assets, names, brands, trademarks, logos, and other intellectual property of such sports marketing campaigns (collectively, "Excluded Assets"), are expressly excluded from the definition of Subject Assets, and the terms hereof, and TSF Radio and Sinnott, as applicable, shall retain possession of such

EXHIBIT C

[LIST OF NETWORK AFFILIATES]

Excluded Assets:

- Army Iron Man;
- Army STRONG Wrestler of the Year;
- U.S. Army Coach of the Year;
- HOOP STARS presented by the U.S. Army;
- U.S. Air Force High Flyers;
- U.S. Air Force Precision Air Strike of the Year:
- U.S. Marine Corps Elite Warrior of the Week;
- N.C. STEP "No Spit" All-Stars;
- United States Passing League;
- U.S. Marine Corps – Passing League Maryland;
- Palmetto Passing League;
- Pennsylvania Passing League;
- North Carolina Passing League;
- Army STRONG River City 7-on-7;
- Army STRONG Border Challenge 7-on-7; and
- Tackling Tobacco.

Sinnott and TSF Radio expressly retain all rights to the Excluded Assets. These Excluded Assets be used in campaigns as part of Sinnott's employment with Gow, but Sinnott and TSF Radio, as applicable, retain all rights to these Excluded Assets.

1.4 Gow will operate the Network under the existing brand and will continue to provide the same services as the Network is currently providing to its Affiliates (defined below). Gow will pay all of the costs of the anchors for the Network, but Gow will not pay, and TSF Radio agrees that it will continue to pay, all operating expenses of the Network, including, without limitation, internet connection at TSF Radio's office in Michigan, office phone and cell phone for TSF Radio's office in Michigan, web hosting and travel costs, and all of the operating expenses existing as of the date of the Agreement.

1.5 Gow shall be entitled to all collections received by the Network beginning January 1, 2013, with such collections to be allocated to the parties as set forth in this Agreement. TSF Radio shall provide Gow with an accounts receivable report upon the signing of this document by both parties.

1.6 Using their respective best efforts, Gow and TSF Radio will mutually work together to create new sources of revenue and profit streams. Attached as **Exhibit A** is the financial performance of the Network as of the date of this Agreement (the "Financials"). For any new Profits (defined below) generated from the date hereof and going forward (the "New Profits"), Gow and TSF Radio will split such New Profits equally on a fifty-fifty basis. "Profits" shall mean all sales revenue actually collected less (a) any commissions paid to agencies or sales representatives, and less (b) the compensation and other operating expenses of the Network.

1.7 So long as commercially reasonable to Gow in its sole discretion, Gow will contract with Tony Desiere as an independent contractor to have Mr. Desiere perform his existing responsibilities with at least the same compensation as currently being paid by Sinnott or TSF Radio, as applicable. In addition, Gow may from time-to-time engage Mr. Desiere as a fill-in show host on YSRN at a rate equal to $65 per hour. Notwithstanding the foregoing, nothing in this Section 1.6 shall allow any party or Mr. Desiere to claim or assert that Mr. Desiere is a third party beneficiary under this Agreement.

2. Employment.

2.1 On January 1, 2013, (the "Start Date"), Gow will hire Sinnott as a full-time employee for a one-year term serving as President of the Network and as Vice President of Yahoo Sports Radio, a member of the senior management team, and he will report directly to David Gow, the CEO of Gow.

2.2 Gow will pay Sinnott an amount equal to $13,170.00 per month, subject to all applicable withholdings for federal and state income and employment tax. The intent of Gow's compensation to Sinnott is to enable Sinnott to maintain his existing compensation; as set forth in Section 1.6, Gow and TSF Radio will share the New Profits created by and through this relationship equally on a fifty-fifty basis.

2.3 Sinnott, in his sole discretion, may elect to continue such employment for an additional one-year period by providing written notice to Gow no later than 60 days immediately preceding the end of the initial one-year term. After such initial term and one-time extension, if any (the "Term"), Sinnott shall be employed at will or, in the alternative, Gow and Sinnott shall use a good faith effort work out another extension of the Term.

2.4 If Sinnott voluntarily terminates his employment at any time after receiving the Ultimate Equity Amount, then, unless such termination was caused by a breach or default of this Agreement by Gow, Sinnott will not start or work for any company that competes with Gow as of the effective date of this Agreement, for a period of 6 months after his termination date. If Sinnott voluntarily terminates his employment with Gow prior to receiving the Ultimate Equity Amount, then Gow will not compete with TSF Radio for a period of 6 months.

2.5 During the Term, Sinnott's employment may only be terminated by Gow for the following reasons (a) the commission of a crime or act of moral turpitude that materially affects the business operations of the Network; (b) a material and adverse change in the Network's financial performance resulting from the actions or inactions of Sinnott; (c) the refusal of Sinnott to take direction from Gow, provided such direction is commercially reasonable and in the best interest of the Network; or (d) a material breach of this Agreement by Sinnott that is not cured by Sinnott within fifteen (15) days following his receipt of written notice of such breach from Gow.

3. Equity.

3.1 Sinnott is entitled to receive an equity interest in Gow based on the following formula (the "Formula"): a number of Units (as defined below) that collectively has a value equal to four times TSF Radio's fifty percent (50%) share of New Profits generated by the Network for the 2013 calendar year, based on the valuation and form of equity as most recently established by the Board of Directors of Gow or at the most recent investment in Gow as of the time of issuance of equity to Sinnott, whichever is greater. The term "Unit" means a membership interest in Gow classified as convertible preferred units in the Company Agreement of Gow dated as of April 20, 2010, and attached to this Agreement as **Exhibit B** ("Company Agreement"). Upon signing this Agreement, Gow will issue to Sinnott an equity interest in Gow in the amount of $200,000 (the "Initial Base Level"), which equity interest will be equal to about 2.2% of the total ownership interests in Gow, and represented by convertible preferred Units in Gow, subject to forfeiture by Sinnott as set forth herein. At the end of the 2013 calendar year, Sinnott and Gow will perform a "true-up" by calculating the equity interest Sinnott is entitled to receive based on the Formula (the "Calculated Level"), and comparing it to the Initial Base Level of equity issued to Sinnott upon the signing of this Agreement. For example if the New Profits for 2013 equals $200,000, then Sinnott's share is $100,000, and so he will be entitled to receive Units in Gow that have an equity value equal to $400,000, or $200,000 more than the Initial Base Level, meaning that Gow will issue to Sinnott additional Units having an equity value of $200,000 promptly following the determination of the Calculated Level. If, however, Sinnott, in his sole and absolute discretion, is not satisfied with the Calculated Level at the end of the 2013 calendar year, Sinnott will have the right to elect to wait until the end of the 2014 calendar year to determine a new Calculated Level. If Sinnott does not terminate this Agreement, but instead elects to wait until the end of the 2014 calendar year to determine a new Calculated Level, the Formula for determining the new Calculated Level will remain the same, but the calculation will be based on the level of New Profits generated during the 2014 calendar year (as opposed to 2013. Thus the final calculation and payment of equity (the "Ultimate Equity Amount") from Gow to Sinnott will be the Calculated Level at either the end of the 2013 calendar year or the end of the 2014 calendar year, with the timing of such calculation to be at the discretion of Sinnott; and the Initial Base Level will promptly be adjusted either up or down as necessary to equal the Ultimate Equity Amount.

3.2 If Sinnott voluntarily terminates his employment prior to the end of the 2013 calendar year, he will not be entitled to the issuance of any further equity in Gow, and he will forfeit his rights to retain the Initial Base Level of equity. If Sinnott voluntarily terminates his employment after the 2013 calendar year, but prior to the end of the 2014 calendar year, then, unless this Agreement is terminated by Sinnott as permitted by the terms of this Agreement, Sinnott will only be entitled to receive the Calculated Level of equity based on the calculation of the New Profits generated in the 2013 calendar year.

3.3 In the event that greater than fifty percent (50%) of the total ownership interests of Gow are acquired by a third party, or in the event Gow sells all or substantially all of its assets to a third party, prior to its issuance of the Ultimate Equity Amount to Sinnott, then, unless Sinnott consents to the assumption of the duties and obligations of Gow under this Agreement by the acquiring party, Sinnott's rights to collect the Ultimate Equity Amount shall become immediately effective at the time of such third party sale, with the Calculated Level component of such Ultimate Equity Amount to be based on the level of New Profits generated during the expired portion of the 2013 calendar year or the level of New Profits generated during the expired portion of the 2014 calendar year, whichever is greater.

3.4 Sinnott shall automatically become a member of Gow upon his receipt of the Units, and his execution of a counterpart signature page of the Company Agreement agreeing to become a party to the Company Agreement, thereby entitling him to all of the rights and privileges of a member in respect of the Units, without the need to obtain any additional consents or take any additional actions.. Notwithstanding anything in the Company Agreement to the contrary, the rights of forfeiture and redemption set forth herein with respect to the Units being issued to Sinnott shall supersede any such rights set forth in the Company Agreement and shall expressly survive the expiration or early termination of this Agreement until such time as Sinnott no longer holds an ownership or other interest in Gow.

3.5 Sinnott shall be responsible for the payment of any and all taxes incurred by Sinnott associated with the receipt of Units in Gow, including, without limitation, state and federal income taxes assessed against Sinnott in connection with the receipt of such Units.

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4. Representations and Warranties of TSF Radio and Sinnott. TSF Radio and Sinnott, jointly and severally, represent and warrant to Gow as follows:

4.1 TSF Radio is the sole owner of the Network, and Sinnott is the sole owner of TSF Radio, owning 100% of the membership interest in TSF Radio, and TSF Radio is free and clear of all liens, claims, and encumbrances. TSF Radio is in good standing, and has full power and authority to enter into this Agreement and to perform under the terms herein. Sinnott is the sole manager of TSF Radio and has all power and authority to execute this Agreement for, and to act on behalf of, TSF Radio.

4.2 The stations set forth on **Exhibit C** are established affiliates of the Network (the "Affiliates"), and TSF Radio is not aware of any such Affiliates who wish to disassociate itself from the Network or who no longer wishes to be an Affiliate.

4.3 Neither Sinnott nor TSF Radio has any knowledge of any fact, condition, event, circumstance, or anything else that could reasonably be expected to have a material adverse effect (financial or otherwise) on the Network

4.4 The financial performance of the Network as disclosed in **Exhibit A** is an accurate representation of the Network's results.

5. Representations and Warranties of Gow. Gow represents and warrants to Sinnott and TSF Radio as follows:

5.1 Gow is in good standing, and has full power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement. David Gow is the CEO of Gow and has all requite power and authority to execute this Agreement for, and to act on behalf of, Gow.

5.2 Gow is not aware of any fact, condition, event, circumstance, or anything else that could reasonably be expected to have a material adverse effect (financial or otherwise) on Gow.

5.3 The Company Agreement has not been amended or modified in any way.

5.4 The Units to be issued to Sinnott shall be duly endorsed for issuance, and shall be free and clear of any and all security interests, liens, claims, encumbrances and equities of every kind .

5.5 All requisite consents to be obtained, and actions to be taken, under the Company Agreement in connection with Gow's issuance of Units to Sinnott and the admission of Sinnott as a member of Gow have been obtained and/or waived by all applicable parties. Without limiting the generality of the foregoing, the written consents of the Board of Directors of Gow approving the issuance of Units to Sinnott and the admission of Sinnott as a member of Gow have been obtained, and all rights of the members of Gow to acquire the Units to be issued to Sinnott (or rights to prevent the issuance of such Units), including, without limitation, any preemptive rights or rights of first refusal, have been satisfied or waived.

6. Term and Termination. Unless earlier terminated by a party pursuant to the provisions of this Agreement, this Agreement shall remain in place so long as Sinnott remains an employee of Gow; provided, however, the provisions of Sections 2.4, 3.2, 3.3, 3.4, 3.6, 4 and 5 shall expressly survive the date Sinnott is no longer employed by Gow. Unless otherwise set forth elsewhere in this Agreement, in the event this Agreement or Sinnott's employment is terminated pursuant to the provisions of this Agreement:

6.1 If such termination occurs prior to the payment of the Final Equity Amount, Gow shall immediately relinquish all rights in and to the Subject Assets and the Network to TSF Radio; provided that, unless an earlier time period is specified in this Agreement, Gow shall have 60 days to wind up its operation of the Network and to collect all revenue from its sales during such 60 day period;

6.2 If such termination occurs prior to the payment of the Final Equity Amount and is due to a breach or default of this Agreement by Gow, Gow shall immediately relinquish all rights in and to the Subject Assets and the Network to TSF Radio (without the ability to wind up its operation of the Network) and shall pay to Sinnott an amount equal to the compensation to be paid to Sinnott for the remainder of the employment term (including the extension); and

6.3 If such termination occurs after the payment of the Final Equity Amount and is due to a breach or default of this Agreement by Gow, shall pay to Sinnott an amount equal to the compensation to be paid to Sinnott for the remainder of the employment term (including the extension).

7. General.

7.1 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement.

7.2 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

7.3 Gender; Number. Whenever the context requires herein, the gender of all words used herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

7.4 Non-waiver. The waiver by a party of a breach of any provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach by such other party. No waiver shall be valid unless in writing signed by the party so waiving the breach.

7.5 Attorney's Fees. In the event of a breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

7.6 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, legal representatives, and assigns of the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other party, except that Sinnott may assign his equity interest rights to TSF Radio.

7.7 Survival. All representations, warranties and covenants made by the parties herein shall survive the consummation of the transaction contemplated hereby without limitation.

7.8 GOVERNING LAW; DISPUTE; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ANY DISPUTE OF THIS AGREEMENT SHALL BE RESOLVED IN THE FEDERAL OR STATE COURTS LOCATED IN HARRIS COUNTY, TEXAS, AND EACH PARTY AGREES TO THE JURISDICTION OF SUCH COURTS, AND TO A WAIVER OF RIGHTS TO A JURY TRIAL.

7.9 Confidentiality. The parties agree to keep all terms of this Agreement confidential, except as to the parties' respective accountants, attorneys, and other professionals who have rendered services on behalf of the parties hereto in connection with the transaction contemplated by this Agreement.

7.10 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together which shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE IMMEDIATELY FOLLOWS]

EXECUTED in multiple originals to be effective on the day and year first written above.

TSF RADIO:

TSF Radio Network, LLC

By: ______________________________
Michael Sinnott, its Manager

Address for Notices:
TSF Radio Network, LLC
Attn: Michael Sinnott
1516 Lytell Johne's Path
Williamston, Michigan 48895

SINNOTT:

____
Michael Sinnott

Address for Notices:
Michael Sinnott
1516 Lytell Johne's Path
Williamston, Michigan 48895

GOW:

Gow Broadcasting, L.L.C.

By: David Gow
David Gow, CEO

Address for Notices:
Gow Broadcasting, L.L.C.
Attn: David Gow, CEO
5353 West Alabama
Suite 415
Houston, Texas 77056