

FORM OF AGREEMENT

ALTAVOZ ENTERTAINMENT, INC. SERIES C PREFERRED SHARES LOCK-UP AGREEMENT

This irrevocable lock-up Agreement (this “Agreement”) is made by and between Altavoz Entertainment, Inc. (the “Company”) a Nevada corporation, and each of the interest holders (each a “Holder”, together, the “Holders” and with the Company, the “Parties”) of Nurish.Me LLC (“Nurish.Me”), a Florida limited liability company, as of December 27, 2018 (the “Effective Date”).

WHEREAS, as of the Effective Date, the Holders are the only interest holders of Nurish.Me; and

WHEREAS, as of the Effective Date, the Company and Nurish.Me entered into that certain Agreement and Plan of Merger¹ (the “Merger Agreement”), pursuant to which Nurish.Me merged into a wholly owned subsidiary of the Company and, in exchange, the Holders received the Company’s Series C Preferred shares in the amounts set forth on Schedule A, annexed hereto (the “Preferred Shares”); and

WHEREAS, to induce shareholders of the Company to approve the Merger Agreement, each Holder has agreed to limitations on the transfer of the Preferred Shares as set forth in this Agreement.

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

Each Holder hereby irrevocably agrees that from the date hereof until the date that is the twenty-four (24) month anniversary of the Effective Date (such period, the “Initial Restriction Period”), the Holder will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of, or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Holder or any Affiliate of the Holder or any person in privity with the undersigned or any Affiliate of the Holder), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, the any Preferred Shares or any Company common stock derived from the conversion of the Preferred Shares. Upon the expiration of the Initial Restriction Period, notwithstanding anything herein to the contrary, during each quarter an amount of shares, in the aggregate, divided pro-rata among all Holders, equal to 5% of the average daily volume of the prior quarter (the “Leakout Shares”) shall be released from the lock-up provisions set forth in this Agreement, subject to lawful resale restrictions conferred by federal and state securities rules and regulations. For the avoidance of doubt, the number of shares that the undersigned may sell in each quarter after the Initial Restriction Period is limited to the Leakout Shares and may not be carried over to another

¹ Capitalized terms not herein defined shall have the meaning ascribed to them in the Merger Agreement.

quarter, regardless of the number of shares the Holders have sold in any prior quarter or intend to sell in the future.

In order to enforce this covenant, the Company may impose stop-transfer instructions preventing the Transfer Agent from effecting any actions in violation of this Agreement.

Each Holder hereby represents that such Holder has the power and authority to execute, deliver and perform this Agreement.

This Agreement may not be amended or otherwise modified in any respect without the written consent of the holders of a majority of the issued and outstanding common shares of the Company without consideration for common shares resulting from the conversion of the Preferred Shares. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without regard to the principles of conflict of laws. The Parties submit to the exclusive jurisdiction of the United States District Court sitting in the District of Nevada and the courts of the State of Nevada, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The Parties hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

[Signature Page Follows]

This Letter Agreement may be executed in two or more counterparts and transmitted by facsimile or electronic mail, all of which when taken together may be considered one and the same agreement.

Altavoz Entertainment, Inc.

By: _____
Paul A. Rachmuth

[HOLDER]

SCHEDULE A
HOLDER SERIES C PREFERRED SHARES

Name	Amount Series C Preferred Shares	Percentage of Series C Shares
[HOLDER]		
[HOLDER]		