

MEMORANDUM OF UNDERSTANDING

On the Merger between

ALTAVOZ ENTERTAINMENT, INC.

and

NURISH.ME LLC

Parties:

Altavoz Entertainment, Inc. ("AVOZ")
622 Hungerford Drive
Suite 2 Rockville, Maryland 20850

and

Nurish.me LLC. ("NRSH"), a Florida Limited Liability Company
1951 NW 7th Avenue, Ste 300
Miami FL 33136

The parties hereby enter into a Memorandum of Understanding (this "MOU") to diligently and in good faith negotiate with each other with the intent of merging (the "Merger") AVOZ and NRSH (together, the "Parties") on the following business terms.

1. Purpose. AVOZ, a publicly held corporation currently in the business of digital and physical media distribution. NRSH is a privately held company in the business of Research, manufacturing and distribution of dietary supplements. Through the Merger, the Parties will be able to combine capital raising and business development capabilities to better grow and promote NRSH's existing business platform as well as develop new products and platforms.

2. AVOZ Pre-merger Structure

a. AVOZ is Nevada Corporation publicly traded on the OTC Pink service under the symbol "AVOZ".

b. AOVZ currently has 750,000,000 authorized common shares, of which 364,523,814 are issued and outstanding.

c. AOVZ currently has 100,000,000 authorized preferred shares, of which 0 are issued and outstanding.

d. AVOZ has no outstanding warrants or convertible debts.

e. All operating assets and liabilities are contained in AVOZ's wholly owned subsidiary, Altavoz, Inc.

f. AVOZ holds a put option, which allows it to "sell" Altavoz, Inc. to Nelson Jacobsen, its founder and the former CEO of AVOZ, in exchange for the extinguishment of all obligations owed to Mr. Jacobsen and the assumption by Altavoz, Inc. of all of its debts.

3. Purchase Price. AVOZ shall pay the holders of NRSB interests AVOZ preferred shares with the equivalent distribution and voting rights of 6,925,952,466 common shares, to be distributed in the manner provided by NRSB. The result of the distribution will give the holders of NRSB shares 95% of the distribution and voting rights in AVOZ.

4. Structure of Merger. The Merger will be structured as a triangular merger, with the following contemplated steps:

a. NRSB will convert its business structure to that of a corporation.

b. AVOZ shall designate Class A Preferred shares with the following rights:

- i. Each Class A Preferred share shall have the voting rights equal to 1,000 common shares;
- ii. Each Class A Preferred share shall receive distributions equal to 1,000 common shares *pari passu* with common share distributions; and
- iii. At the holders' option, each Class A Preferred share may be converted to 1,000 common shares, so long as authorized common shares are available for such conversion.

c. AVOZ will purchase 100% of the outstanding shares of NRSB for 6,925,953 Class A Preferred shares, making NRSB a wholly owned subsidiary of AVOZ.

d. AVOZ will exercise its option to sell Altavoz, Inc. to Mr. Jacobsen.

e. The board of directors and all officers of AVOZ shall resign and be replaced by a board and officers selected by NRSB.

f. AVOZ will apply for a name and symbol change with FINRA.

5. Definitive Agreement and Due Diligence. Promptly after execution of this MOU, the Parties will commence the diligent, good faith negotiation of a definitive agreement for the Merger and commence and complete due diligence reviews of each other Party's financial conditions and operations used or useable in the operation of the Business. During the Standstill Period (defined below), Parties will conduct its due diligence with respect to the assets and the Businesses of each other. The Parties will cooperate in all reasonable respects in conducting such due diligence. Each Party shall each be responsible to retain and pay for their own legal, accounting

and other consultants to assist in the due diligence and negotiation of the definitive Merger Agreement.

6. Timetable of the Merger.

December 3, 2018:	Conclude MOU
December 15, 2018 (tentative):	Final draft of a definitive merger agreement and conclusion of due diligence.
December 31, 2018 (tentative):	Merger Effective Date.

7. Other Business Terms. The Agreement shall contain other and further business terms that are customary for a licensing and distribution agreement.

8. Standstill. This MOU is effective until Termination by the Parties or the Merger Effective Date (the “Standstill Period”). During the Standstill Period, the Parties shall not, and shall ensure that its principals, employees, agents and representatives do not, solicit, initiate, encourage, entertain or negotiate any proposal, offer or transaction for its sale or the acquisition of any of its assets or interests.

9. Governing Law. This MOU shall be governed by the laws of the State of Florida, without regard to conflict of laws principals.

10. Execution. This MOU may be executed in one or more counterparts and transmitted electronically, each part of which shall be deemed an original and all of which, taken together, shall constitute one instrument. Each person whose signature appears below a Party’s name represents and warrants that he/she is fully authorized to execute this MOU on behalf of such Party.

[Signature Page Follows]

This Memorandum of Understanding is executed as of the 3rd of December 2018.


Altavoz Entertainment, Inc.

By:


Paul A. Rachmuth, CEO

Nurish.Me, LLC

By:


David Perez, President