

ASSET PURCHASE AGREEMENT


THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 17, 2015 by and between **Joseph Fiori** ("Seller"), and **DTV America Corporation** ("Buyer").

- **WHEREAS**, Seller owns two low power television licenses, KBIS-LP (facility ID #182085) Turlock, CA, K42JI-D (Facility ID# 182084) Ceres, CA, KFMS-LD (Facility ID# 182091) Keyes, CA, (the "Licenses"),

WHEREAS, Seller desires to sell, assign and transfer the Licenses and equipment as described below and attached as Schedule A, and Buyer desires to acquire the Licenses and equipment as described below and attached as Schedule A, all on the terms described in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase of Licenses.** Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, pay for and accept from Seller, all right, title and interest of Seller in and to the Licenses and equipment for a total purchase price (the "Purchase Price") of \$14,850.00 (fourteen thousand eight hundred fifty dollars).
 - a. **Deposit.** Buyer shall pay to Seller a deposit (the "Deposit") of \$1,000 (one thousand hundred dollars) within five (5) business days following Buyer's execution of this Agreement.
 - b. **Transfer of the Licenses.** Within five (5) business days following payment of the Deposit by Buyer, the parties shall file with the Federal Communications Commission ("FCC") an application for FCC consent to the assignment of the Construction Permits to Buyer. Buyer shall be solely responsible for all costs or expenses in connection with any legal, governmental, or regulatory actions necessary to complete the transfer of the Licenses.
 - c. **Payment of the Balance.** Within ten (10) business days following receipt of FCC approval of the transfer of the Licenses, Buyer shall pay the balance of the Purchase Price (i.e. \$13,850.00) to Seller.
2. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:
 - a. **Authorization and Standing.** Seller has the corporate power and authority to own, lease and otherwise to hold the Licenses, to carry on the business of the Licenses

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as now conducted, and to enter into and perform the terms of this Agreement and to carry out the transactions contemplated herein (the "Transactions").

- b. Compliance with Laws. Seller is in compliance in all material respects with all laws applicable to its respective business. Seller has obtained and holds all permits, licenses and approvals relating to the Licenses (none of which has been modified other than as previously disclosed to Buyer or rescinded and all of which are in full force and effect) from all governmental authorities necessary in order to conduct the operations of the Licenses as presently conducted.
- c. FCC Matters. No application, action or proceeding is pending for the renewal or modification of the FCC Licenses, and, except for actions or proceedings affecting television broadcast stations generally, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in (i) the revocation, modification, non-renewal or suspension of any of the FCC Licenses, (ii) the issuance of a cease-and-desist order, (iii) the imposition of any administrative or judicial sanction with respect to the Licenses, or (iv) the denial of any application for renewal. To Seller's knowledge, there exists no fact, condition or event relating to Seller or the Licenses that would reasonably be expected to cause the FCC to deny the applications for assignment of the Licenses as provided for in this Agreement.

3. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

- a. Organization and Standing. Buyer is a duly organized, validly existing corporation in good standing and is qualified to do business and is in good standing in all jurisdictions where such qualification is necessary. Buyer has the corporate power and authority to enter into and perform the terms of this Agreement.
- b. Authorization. The execution and performance of this Agreement and the consummation of the Transactions has been duly and validly authorized by all necessary corporate actions of Buyer.
- c. Compliance with Laws. Buyer is in compliance in all material respects with all laws applicable to its business and to ownership of the Licenses.
- d. Consents and Approvals; No Conflicts. Sale and transfer of the Licenses will not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except for the filing of applications with the FCC for its consent to the assignment of the Licenses to Buyer.
- e. FCC Matters. To Buyer's knowledge, there exists no fact, condition or event that would reasonably be expected to cause the FCC to deny the applications for assignment of the Construction Permits as provided for in this Agreement.

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4. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission or electronic transmission addressed as follows:

If to Buyer: DTVAmerica Corporation

13450 West sunrise Blvd, Suite 106

Sunrise, FL 33323

Attn.: John Kyle II, President

Tele: 954 606 5486

If to Seller: Joseph Fiori
P.O. Box 911
Vacaville, CA 95696
joelpiv@yahoo.com

or such other address as the addressee may indicate by written notice to the other parties. Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile or telex) the answerback or (with respect to electronic transmission) electronic evidence of its delivery being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

5. **Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including the choice-of-law rules thereof.
6. **Assignment.** This Agreement may not be assigned in whole or in part by either party without the written consent of the other party. Any purported assignment in the absence of written consent shall be null and void.
7. **Entire Agreement.** This Agreement sets forth and contains the entire agreement between the parties with regard to the matters set forth herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between and among the parties as to the subject matter hereof.

Handwritten signature and initials:
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

SELLER

Joseph Fiori

By: 

Name: JOSEPH P. FIORI

Title: OWNER

Date: JUNE 17, 2015

BUYER

DTV America Corporation

By: 

Name: John Kyle II

Title: President

Date: JUNE 17, 2015

Schedule A

Station Equipment

- Three Kathrein-Scala broadband UHF antennas model K723147 with 7/16 DIN female connector.
- A transmitter is a Linear TV digital transmitter UHF AT7120 120 watts, serial number 0027, currently tuned to 23.

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