

ASSET PURCHASE AGREEMENT-EXECUTION COPY

This ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of February 26, 2018, by and between Mirage Media II, LLC ("Seller") and Diya TV, Inc. ("Buyer").

RECITALS

1. Seller holds a license for KOTR-LP (RF Channel 2) and Construction Permit for KOTR-LD (RF Channel 11; Digital Companion Channel) (the "Permit"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"), as set forth in Exhibit A hereto (the "Authorization");
2. Seller owns certain assets used and useful for the Permit, as set forth on Exhibit B hereto (the "Property");
3. Seller desires to assign and Buyer wishes to acquire and assume the Authorization and the Property (collectively, the "Assets") for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

1. Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer on the Consummation date, and Buyer agrees to purchase, accept, and assume on the Consummation Date, the Assets.
2. Purchase Price. The purchase price for the Assets shall be fifty thousand dollars (\$ 50,000.00) (the "Purchase Price"). Terms are five thousand dollars (\$ 5,000.00) down at signing of this agreement and a payment of Forty five thousand dollars (\$ 45,000.00) on FCC approval (FCC Grant) of this assignment. Should buyer seek displacement relief of KOTR-LD's current RF Channel 11, buyer shall provide additional consideration to the seller for the following channel allocations as follows:

- 1)Low VHF (RF Channels 2 through 6): Additional \$50,000.00 to Seller;
- 2)High VHF (RF Channels 7 through 13): Additional \$100,000.00 to Seller;
- 3)Low UHF (RF Channels 14 to 18): Additional \$150,000.00 to Seller;
- 4)High UHF (RF Channel 19 and above): Additional \$200,000.00 to Seller

Payment shall be made to Seller within ninety (90) calendar days following FCC Grant of the requested displacement.

3. Assignment and Assumption. Within three (3) days of signing this agreement, Seller shall prepare and file the necessary application for the assignment of the Permit and Buyer shall provide to Seller the necessary FCC Filing Fee of one hundred and forty dollars (\$ 140.00). Buyer shall not assume any other obligations or liabilities of Seller.



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4. Consummation Date. Seller shall file the required consummation notice with the FCC within five (5) days after the FCC Consent is granted.

REPRESENTATIONS

1. Representations. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of twelve months. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties.
2. Specific Performance. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.
3. Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

Seller:

Mirage Media, LLC

By:

Title: William Jaeger, Chief Executive Officer

Buyer:

Diya TV, Inc.

By:

Title: Ravi Kapur, President

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Exhibit A – Authorizations

Santa Cruz, CA	Licensed Station	KOTR-LP	Fac. ID: 2871
Santa Cruz, CA	Construction Permit	KOTR-LD	Fac. ID: 167425

Exhibit B - Property

1. All records required by the FCC to be kept by the Seller concerning the Permit.
2. All trademarks, trade names, service marks, technical information and data and any other intangible property rights and interests, BUT NOT including the call signs of the Station (KOTR). (Upon Consummation, buyer shall elect alternative call letters)

A handwritten signature in dark ink, appearing to be "Kah", is located in the bottom right corner of the page.