

ASSET PURCHASE AGREEMENT

Agreement made this 19th day of September, 2011 by and between ALMA Corporation, hereinafter referred to as “SELLER” with an office at 1282 Smallwood Drive, Suite 372, Waldorf, Maryland, 20603,

-AND-

DTV Innovators, LLC hereinafter referred to as “BUYER” with an office at 5208 Roswell Road, Atlanta, GA. 30342

WHEREAS, Seller is the owner of a Construction Permit and owner of low power television station K04QY-D located in Reno, Nevada, Facility ID# 182553.

WHEREAS, Seller desires to sell and Buyer desires to secure the assignment of the Construction Permit of the Low Power Television Station, as more fully set forth in this Agreement and the Exhibit attached hereto,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good valuable considerations, the parties agree as follow:

1. SALE AND PURCHASE OF ASSET

A. (Intangible Asset – Station Construction Permit)

1. Subject to the terms and conditions hereof, including the exhibit, Seller agrees to sell, transfer, convey, assign and deliver to Buyer, free and clear of all claims, liabilities, liens, and encumbrances, and Buyer agrees to purchase the Low Power Television Construction Permit BNPDL-20090825ANJ (Intangible Asset), described on Exhibit A. (copy of Station Construction Permit for K04QY-D, Reno, Nevada).

B. (Tangible Assets)

1. No Tangible assets are to be included in the sale.

2. NO LIABILITIES ASSUMED BY BUYER

Except as provided in this Agreement, including all exhibits hereto, Buyer will assume no liabilities, and Seller shall transfer and deliver Construction Permit BNPDVL-20090825ANJ free and clear of obligations.

3. PURCHASE PRICE

A. The consideration to be paid to Seller for the transfer and conveyance of the BNPDVL-20090825ANJ (K04QY-D) Construction Permit shall be the sum of \$ 10,000.00

Buyer shall deposit as earnest money the sum of \$ 1,000.00 with Seller(s) upon execution of this agreement.

B. The balance of the purchase price shall be payable at the closing by certified check or wire transfer or federal funds.

4. REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

A. Seller is the sole and valid holder of the BNPDVL-20090825ANJ (K04QY-D) Construction Permit. Upon closing, it will not be subject to any pledge, lien, security agreement, encumbrance or charge of any kind.

B. There are no claims, actions, suits, proceedings or investigations pending or threatened against, or otherwise affecting the transactions contemplated hereby at law or in a equity or before any federal, state, municipal or other governmental department, commission, board, agency, instrumentality or authority.

C. There are no contracts or commitments to which Seller is a party, which will adversely affect the BNPDVL-20090825ANJ (K04QY-D) Construction Permit or construction after closing to be sold hereunder.

D. Seller is compliant with all rules and regulations of the Federal Communications Commission ("FCC"), and of all other pertinent regulatory authorities in all material respects.

E. Seller has no knowledge of any non-compliance with any applicable laws, rules or regulations relating in any material respect to the operation and conduct of the business of the Seller

which will affect the BNPDVL-20090825ANJ (K04QY-D) Construction Permit or its use to be sold hereunder after closing.

F. There are no tax liens upon the BNPDVL-20090825ANJ (K04QY-D) Construction Permit of the Seller

5. OTHER OBLIGATIONS OF THE PARTIES

Seller and Buyer each shall use their best efforts to obtain all necessary consents and approvals from any governmental agency, third party or other entity to the consummation of the transaction contemplated hereby and to the assignment to Buyer of the BNPDVL-20090825ANJ (K04QY-D) Construction Permit. Within 10 days of the execution of this Agreement, the parties shall file with the FCC an application for consent to the assignment of the Low Power Television Station Construction Permit. Each party shall bear its own cost and expenses (including the fees and disbursements of its counsel) in connection with the preparation of the portion of any application to the FCC to be prepared by it. Purchaser will pay the filling fee. Should FCC not act to grant this station sale without within 120 days of the application, both parties having acted in good faith, either party may withdraw without penalty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written

“Buyer”

_____ Date

By:

Title:

“Seller”

_____ Date

By:

Title:

EXHIBIT A – SALE ASSETS

1. FCC Construction Permit File Number BNPDVL-20090825ANJ for Digital Low Power Television Station K04QY-D, Reno, Nevada.