

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is entered into this 9th day of January, 2015, by and between CKSG9, INC., a Nevada corporation in formation (“Buyer”) and DANIEL BROWN, a resident of the State of California (“Seller”). The parties hereto shall be known as the Parties.

### WITNESSETH

WHEREAS, Seller is the licensee of Low Power Television Station KCCF-LD, Atascadero, California, Facility ID# 181228 (the "Station");

WHEREAS, Buyer desires to acquire all of the assets, tangible and intangible (the “Purchased Assets”) used and useable in the operation of the Station. Without limitation, the Purchased Assets shall include:

(a) All FCC Licenses and applications of Seller which pertain to the Station, attached hereto at Schedule 1 and incorporated herein by reference;

(b) Office furniture, fixtures, and broadcast equipment (which for the purposes of the transaction contemplated herein shall be considered “Tangible Personal Property”) attached hereto at Schedule 2 and incorporated herein by reference;

(c) All right, title, and interest to any and all rights, licenses, permits, authorizations, goodwill and other intangibles, to the extent lawfully transferable, which are used, useful, or intended to be used in the operations of the Stations;

(d) All files, records, and logs pertaining to the operations of the Stations including the Station's Public Files; and

WHEREAS, Seller and Buyer will not consummate this Agreement and the FCC Licenses shall not be transferred or assigned until the FCC has granted its consent and approval to the transaction herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound agree as follows:

1. Purchase Price and Payment:

(a) The Purchase Price to be paid for the Purchased Assets to be conveyed pursuant to this Purchase Agreement is Ninety-Five Thousand Dollars (\$95,000.00).

(b) Payment shall be made by Buyer to Seller in full via wire transfer or cashier's check, at Closing.

2. Purchase Price Allocation: The Purchase Price shall be paid and allocated as set forth on Schedule 3 attached hereto and incorporated herein by reference.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Organization and Standing. Seller is now and on the Closing Date shall be a sole proprietorship, doing business as "KCCF TV", validly existing, and in good standing under the laws of the State of California and licensed to do business in the State of California.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Seller, and this Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

(c) FCC Licenses. From the Date hereof through the Closing Date, Seller is and will be the holder of the FCC Licenses. The FCC Licenses constitute all of the authorizations required for and/or used in the operation of the Station as currently operated, and the FCC Licenses are now and on the Closing Date will be in full force and effect.

(d) FCC Actions. Seller has received no notice and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, Notice of Forfeiture, or material complaint against the Station or Seller. In the event of the occurrence of any such action, or the filing or issuance of any such order, notice, or material complaint, or Seller's learning of the threat thereof, Seller shall notify Buyer of same in writing within five (5) business days of such event and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice, or complaint.

(f) Tangible Personal Property. Seller now has, or on the Closing Date shall have, good, valid, and marketable title to the Tangible Personal Property, free and clear of all mortgages, liens, charges, claims, pledges, security interests, and encumbrances whatsoever.

(g) Operations. From the date hereof until the Closing Date, the Station will be operated and maintained in compliance with all requirements of the Communications Act of 1934, as amended, and the rules, regulations, policies, and procedures of the Commission. All maintenance performed with respect to the operation of the Station and to any property related to the Station has been done in a proper and workmanlike manner.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Organization and Standing. Upon the Closing Date Buyer shall be a Nevada corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and licensed to do business in the State of California.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Buyer, and this Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

(c) Absence of Restrictions. No un-waived contract, agreement, or other instrument or condition exists or on the Closing Date will exist which restricts, limits, or in any manner affects any aspect of this Agreement or the transaction contemplated hereby. The execution,

delivery, and performance of this Agreement and the transaction contemplated hereby by Buyer do not, and will not at Closing, conflict with or result in the termination or breach of any terms, condition, or provisions of, or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound.

(d) Buyer's Qualifications. Buyer knows of no reason, circumstance, or condition existing, or reasonably to be anticipated, which would result in a finding by the FCC that it is not qualified legally, financially, or otherwise to be the licensee of the Station, and Buyer will not take any action to permit any condition to exist which would disqualify Buyer from becoming such a licensee.

5. Termination Due To Breach.

(a) In the event of a material breach by Buyer of any term or condition of this Agreement or any representation or warranty contained herein which would render Buyer unable to perform its obligations under this Agreement, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Seller to Buyer, Seller may in its discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Buyer, subject to Seller's right to seek damages pursuant to Paragraph 5(c) hereinbelow.

(b) In the event of a material breach by Seller prior to the Closing Date of any term or condition of this Agreement or any representation or warranty contained herein, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Buyer to Seller, Buyer may in its discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Seller, subject to Buyer's right to seek specific performance pursuant to Paragraph 5(c) hereinbelow;

(c) Because the Assets to be transferred pursuant to the terms of this Agreement are unique and not readily available on the open market, either Party would be seriously damaged should the transaction represented herein not be consummated through no fault of its own but for reasons attributable to the offending Party. Accordingly, in the event of a default or breach of the terms of this Agreement by Seller, Buyer shall have the right to seek to enforce the terms of this Agreement by a decree of specific performance. This right shall not be exclusive of rights at law for damages to include without limitation the expenses associated with the transaction contemplated herein, and in the event of a default or breach of the terms of this Agreement by Buyer, Seller shall have the right to seek any and all damages in any Court of competent jurisdiction.

6. Risk Of Loss. The risk of loss or damage to any of the Purchased Assets from fire, windstorm, casualty, liability, vandalism, burglary, or flood, or other causes whatsoever shall be upon Seller at all times prior to the Closing and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the Purchased Assets to their condition prior to any such loss or damages. In the event of any such loss or damages, Seller shall notify Buyer of same in writing within two (2) business days, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace, or restore any such Purchased Assets to their former condition.

7. Indemnification By Seller. Seller agrees that it shall indemnify and hold Buyer harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorneys' fees and disbursements suffered, directly or indirectly, by Buyer by reason of, or arising out of any breach of representation or warranty made by Seller pursuant to this Agreement, (b) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (c) any failure by Seller to pay or perform when due any of the Retained Liabilities, or (d) any litigation, proceeding or claim by any third party relating to the business or operations of the Station prior to the Closing Date.

8. Indemnification By Buyer. Buyer agrees that it shall indemnify and hold Seller harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorneys' fees and disbursements suffered, directly or indirectly, by Seller by reason of, or arising out of any breach of representation or warranty made by Buyer pursuant to this Agreement, (b) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, or (c) any litigation, proceeding or claim by any third party relating to the business or operations of the Station after the Closing Date.

9. Bulk Sales Law. Buyer hereby waives compliance by Seller with any Bulk Sales Law which may apply to this transaction, and Seller warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Buyer by reason of such non-compliance to the extent that such liabilities arise before the Closing and are not specifically assumed by Buyer under this Agreement.

10. Seller's Performance at Closing. On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) A Bill of Sale conveying to Buyer all of the Tangible Personal Assets to be acquired by Buyer hereunder;

(b) One or more assignments assigning to Buyer the FCC Licenses to be acquired by Buyer hereunder;

(c) An assignment assigning to Buyer the contracts, leases, and agreements to be assigned to Buyer hereunder together with necessary consents thereto and to the degree they may exist, the original copies of said contracts, leases, agreements, and consents;

(d) A certificate of Seller stating:

(i) That all representations, warranties, and covenants of Seller as set forth in this Agreement and in the other instruments delivered by Seller are true and correct as of the Closing Date;

(ii) Seller has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller at or prior to the Closing Date; and

(iii) The FCC has granted its consent and approval to the Assignment Application and to the transaction represented herein;

(e) Such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by Buyer to consummate this Agreement and the transaction contemplated hereby; and

11. Buyer's Performance At Closing. On the Closing Date at the Closing Place, Buyer shall execute and deliver or cause to be delivered to Seller, in form and substance reasonably satisfactory to Seller and its counsel:

(a) The Purchase Price.

(b) A certificate of Buyer stating:

(i) That all representations and warranties of Buyer as set forth in this Agreement or in any statement, certificate, exhibit or other document delivered pursuant to this Agreement by Buyer are true and correct in all material respects as of the Closing Date; and

(ii) Buyer has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer at or prior to the Closing Date; and

(c) Such other documents as reasonably may be requested by Seller to consummate this Purchase Agreement and the transaction contemplated hereby.

12. Survival Of Covenants, Representations And Warranties. All representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing Date.

13. Finders, Consultants And Brokers. The Parties hereto hereby represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this Agreement other than MCH Enterprises, Inc., who has acted as broker for the Parties in this transaction. The Parties agree that Seller will be solely responsible for the broker's commission at Closing.

14. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Purchase Agreement shall be in writing and shall be deemed duly given when given personally or mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile, as follows:

(a) If to Seller:

Daniel Brown  
KCCF TV  
P.O. BOX 663  
Morro Bay, CA 93443  
562.522.4478  
Email: daniel@danielbrownproductions.com

(b) If to Buyer:

Robert Kreps  
102 Pace Bend Rd. S. #44  
Spicewood, TX 78669  
714.768.3887  
Email: rodandstaff13@yahoo.com

or any such other addresses as the Parties may from time to time designate in writing.

15. Assignability. This Agreement may not be assigned without approval from the non-requesting Party, which consent shall not be unreasonably withheld or delayed, except that Buyer may, without Seller's approval, assign its rights and interests hereunder to an entity in which Buyer holds no less than fifty one percent (51%) control and provided further that Buyer guarantee performance of this Agreement.

16. Confidentiality. The Parties agree to use their best efforts to keep confidential any and all information furnished to either of them by a Party in the course of the negotiations and the business, technical, and legal reviews, except such information as may be available to the public or to the other party from another source not under an obligation of confidentiality.

17. Other Documents. The Parties shall execute and deliver on a timely basis all such further and additional documents as shall be convenient, necessary, or desirable to the implementation and consummation of this Agreement.

18. Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

19. Exhibits and Schedules. All exhibits or schedules attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth therein.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California except for the choice of law rules utilized in that state, and the obligations of the Parties hereto are subject to all federal, state, and local laws and regulations now or hereafter in force and to the rules, regulations, and policies of the FCC and all other governmental entities or authorities presently or hereafter to be constituted.

21. Entire Agreement. This Agreement (including the attached Exhibits) shall constitute the full and entire understanding of the Parties with respect to the subject matter hereof, and any prior agreement or understanding concerning the same is hereby terminated and canceled in its entirety and is of no further force and effect.

22. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs, and successors in interest.

23. Arbitration. In the event of a dispute between the Parties with respect to:
- (a) The interpretation of any of the provisions of this Agreement; or
  - (b) Whether either Party is in breach of any portion of this Agreement; or
  - (c) Whether that breach is a "material breach", the Parties agree to submit the dispute to arbitration and be bound by any decision or award rendered therein.
24. Warranty of Signatories. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he has the right power, legal capacity and authority to execute this Agreement on behalf of such entity, without the concurrence or approval of any other person, any entity or any Court, and to thereby bind such entity to this Agreement.
25. Headings. The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Agreement or the intent of any Section hereof.
26. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.
27. Amendments. This Agreement may be amended by mutual consent of the Parties, but only by a written instrument duly signed by the Parties to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase Agreement on the day and year first above written.

SELLER  
DANIEL BROWN

BY:

  
Daniel Brown

BUYER  
CKSG9 INC

BY:

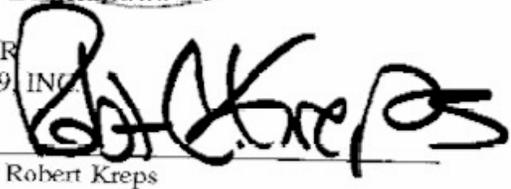
  
Robert Kreps

EXHIBIT 1  
FCC Licenses

FCC File No.: BLDTT-20140421ABW

Granted: 5/6/2014

Renewed: 12/4/2014

Expiration Date: 2/1/2022

EXHIBIT 2  
TANGIBLE PERSONAL PROPERTY

The following tangible personal property is included in the sale. All equipment is "as-is, where-is" and subject to equal or better replacement in the natural course of business.

- 1 ea. PVI CNV-ASI-IP-DB BI-Directional ASI-IPTV Converter
- 1 ea. Anywave ATSC-5000-150 watt Transmitter with mask filter
- 2 ea. Hautespot wireless link 5.8 GHz HiPower SX processor
- 2 ea. Andrews 5.8 Ghz 2' MW w/radome
- 1 ea. Kathrein PDM 2-55 power splitter w/cables
- 1 ea. PVI VeCoax Pro2 HD Encoder (2 channel HD encoder/mux)
- 1 ea. Panasonic Dot Matrix Printer for CG-2 (N)
- 1 ea. Ikan RM8000 Two 8" LCD Monitor 16:9 Rack Mounted (N)
- 1 ea. Masterplay SD automation Playout System (N)
- 2 ea. Netgear gigabit routing switches (for STL)
- 2 ea. Seagate 2-TB USB 3.0 hard drives (for Masterplay automation)
- 1 ea. Acer 21" LCD monitor
- 1 ea. Logitek wireless keyboard/ mouse
- 1 ea. Inday 4x1 switcher (N)
- 1 ea. Winsted Bros. Rack (for transmitter)
- 2 ea. Nicom BKU-45 Antenna
- 2 ea. Dayton AF310 AM Receiver/Monitor for EAS, Rack Mounted (1-AM, 1-FM) (U/N)
- 1 ea. Radio Shack AM/FM/NOAA table radio
- 1 ea. Gorman-Redlich EAS CG-1 (w/ 2-video outputs, CAP ready) (U-refurbished)
- 1 ea. Samson 21U Rack (N)
- 1 ea. Scientific Atlanta D9850 broadcast satellite receiver
- 1 ea. Tripp-Lite 1500 CRMXL UPS (transmitter will run for 18 minutes on backup)
- 1 ea. Eviant ATSC monitor 1
- 1 ea. Hauppauge WinTV-HVR 850
- 1 ea. 1-3M bars/tone Generator
- 1 ea. Alesis 3630 Stereo Compressor/Limiter
- 2 ea. Sony NTSC/CRT Monitors

EXHIBIT 3  
PURCHASE PRICE ALLOCATION

Tangible Personal Property	\$ 50,000.00
FCC Licenses	\$ 40,000.00
Goodwill and Intangibles	\$ 5,000.00
Total Purchase Price	<u>\$ 95,000.00</u>