

## CAPITAL STOCK EXCHANGE AGREEMENT

THIS AGREEMENT is made this 22nd day of May, 2015, by and between JASON FIERRO (“Fierro”), the sole stockholder of ACTION SPORTS MEDIA, INC., a Nevada corporation (“ASM”), NO BORDERS, INC., a Nevada corporation (the “Company”), and MICHAEL AMEZQUITA (“Amezquita”).

WHEREAS, Fierro is the owner of 6,000,000 shares of the common stock of ASM, par value \$0.001 per share (the “ASM Stock”); and

WHEREAS, the shares of the ASM Stock owned by Fierro constitute all of the issued and outstanding shares of the capital stock of ASM; and

WHEREAS, Amezquita is the owner of 10,000 shares of the Series A Redeemable Preferred Stock of the Company, par value \$0.001 per share (the “Company Preferred Stock”); and

WHEREAS, Fierro desires to transfer all of his shares of the ASM Stock to the Company in exchange for 10,000 shares of the Company Preferred Stock;

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, Fierro, the Company, and Amezquita agree as follows:

1. Exchange of the ASM Stock. Upon the terms and conditions set forth in this Agreement, Fierro does hereby exchange, sell, assign, and transfer to the Company on the date of this Agreement, free and clear of all liens and encumbrances, and the Company does hereby accept from Fierro on the date hereof the shares of the ASM Stock owned by Fierro. In consideration therefor, the Company has delivered to Fierro, in exchange (the “Exchange”) for the ASM Stock, 10,000 shares of the Company Preferred Stock (sometimes hereinafter referred to as the “Securities of the Company”). Following the Exchange, ASM has become a wholly-owned subsidiary of the Company.
2. Cancellation of the Company Preferred Stock. Simultaneously with the Exchange, the 10,000 shares of the Company Preferred Stock issued in the name of Amezquita shall be cancelled.
3. Resignations and Election of Officers and Directors. On the date of this Agreement, Amezquita, as the sole officer and director of the Company, has expanded the Board of Directors to two persons, has elected Fierro as a director of the Company and as President, Vice President, Secretary, and Treasurer of the Company. As a result of such elections, Amezquita has resigned as an officer and director of the Company. It is agreed that this Agreement shall serve as a notice of resignation by Amezquita as an officer and director of the Company.
4. Representations and Warranties. Fierro represents and warrants as follows:
  - (a) Fierro is an Accredited Investor as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”).
  - (b) Fierro has received information provided to him in writing by the Company, or information from books and records of the Company, as specified below. Fierro understands that all documents, records and books pertaining to this investment have been made available for inspection by him, his attorney and/or his accountant and/or his “Purchaser Representative” as defined in Regulation D promulgated under the Securities Act, and that the books and records of the Company will be available, upon reasonable notice, for inspection by Fierro during reasonable business hours at the Company’s principal place of business. Fierro and/or his advisers have had a reasonable opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the Exchange, and all such questions have been answered to the full satisfaction of Fierro. No oral representations have been made and, to the extent oral information has been furnished to Fierro or his advisers in connection with the Exchange, such information was consistent with all written information furnished.

(c) Fierro (i) has adequate means of providing for his current needs and possible personal contingencies, (ii) has no need for liquidity in this investment, (iii) is able to bear the substantial economic risks of an investment in the Securities of the Company for an indefinite period, and (iv) at the present time, could afford a complete loss of such investment.

(d) Fierro recognizes that the Company has a limited financial and operating history and no history of profitable operations, and that the Securities of the Company as an investment involve special risks, including those disclosed to Fierro by the Company.

(e) Fierro understands that the Securities of the Company have not been nor will be registered under the Securities Act or the securities laws of any state, in reliance upon an exemption therefrom for non-public offerings. Fierro understands that the Securities of the Company must be held indefinitely unless they are subsequently registered, or an exemption from such registration is available. Fierro further understands that the Company is under no obligation to register the Securities of the Company on his behalf or to assist him in complying with any exemption from registration.

(f) The Securities of the Company are being purchased solely for his own account for investment and not for the account of any other person and not for distribution, assignment, or resale to others and no other person has a direct or indirect beneficial interest in the Securities of the Company. Fierro or his advisers have such knowledge and experience in financial, tax, and business matters to enable him to utilize the information, made available to him in connection with the Exchange of the Securities of the Company to evaluate the merits and risks of the prospective investment and to make an informed investment decision with respect thereto.

(g) Fierro realizes that he may not be able to sell or dispose of his Securities of the Company, as there will be no public market. In addition, Fierro understands that his right to transfer the Securities of the Company will be subject to restrictions against transfer unless the transfer is not in violation of the Securities Act, and the securities laws of any state (including investor suitability standards), and the Company consents to such transfer. Fierro also acknowledges that he shall be responsible for compliance with all conditions on transfer imposed by the Securities Act, or the securities law of any state and for any expenses incurred in connection with such a proposed transfer.

(h) All information which Fierro has provided to the Company concerning his personal situation, his financial position, and his knowledge of financial and business matters, is correct and complete as of the date set forth at the end hereof, and if there should be any adverse change in such information, he will immediately provide the Company with such information.

(i) Fierro is a citizen of the United States of America, and is at least 21 years of age.

(j) Pursuant to Regulation D under the Securities Act, Fierro understands and agrees that the following restrictions and limitations are applicable to his purchase, resales, hypothecations or other transfers of the Securities of the Company:

(i) Fierro agrees that the Securities of the Company shall not be sold, pledged, hypothecated or otherwise transferred unless the Securities of the Company are registered under the Securities Act, and the securities laws of any state, or are exempt therefrom;

(ii) A legend in substantially the following form has been or will be placed on any certificate(s) or other document(s) evidencing the Securities of the Company:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SHARES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.”

(iii) Stop transfer instructions to the transfer agent of the Securities of the Company have been or will be placed with respect to the Securities of the Company so as to restrict the resale, pledge, hypothecation or other transfer thereof, subject to the further items hereof, including the provisions of the legend set forth in subparagraph (ii) above;

(iv) The legend and stop transfer instructions described in subparagraphs (ii) and (iii) above will be placed with respect to any new certificate(s) or other document(s) issued upon presentment by Fierro of certificate(s) or other document(s) for transfer; and

(v) Fierro acknowledges that he will be responsible for compliance with all conditions on transfer imposed by any federal or state securities statute and securities law administrator and for any expenses incurred by the Company for legal or accounting services in connection with reviewing such a proposed transfer and/or issuing opinions in connection therewith.

(k) Fierro acknowledges that \_\_\_\_\_ (complete if applicable) has acted as his "Purchaser Representative" as defined in Regulation D promulgated under the Securities Act, and (i) that he can bear the economic risk of this investment; (ii) he has relied upon the advice of such Purchaser Representative as to the merits of an investment in the Company and the suitability of such investment for Fierro; and (iii) such Purchaser Representative has confirmed to him, in writing, any past, present or future material relationship, actual or contemplated, between such Purchaser Representative or its Affiliates and the Company, or its Affiliates.

(l) Fierro understands that neither the Securities and Exchange Commission nor the securities commission of any state has made any finding or determination relating to the fairness for public investment in the Securities of the Company and that the Securities and Exchange Commission as well as the securities commission of any state will not recommend or endorse any offering of securities.

(m) Fierro understands that:

(i) No assurances are or have been made regarding any economic advantages (including tax) which may inure to the benefit of Fierro;

(ii) No assurances are or have been made concerning the distribution of profits to the Company's investors; and

(iii) He is aware that the Exchange is independent of any other subscription for the Securities of the Company.

(n) Fierro acknowledges and is aware that it never has been represented, guaranteed, or warranted to him by the Company, its managers, officers, agents or employees, or any other person, expressly or by implication, as to any of the following:

(i) The approximate or exact length of time that he will be required to remain as an owner of his Securities of the Company;

(ii) The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of this investment; or

(iii) That the limited past performance or experience on the part of the Company, or any future projections will in any way indicate the predictable results of the ownership of the Securities of the Company or of the overall financial performance of the Company.

(o) Fierro acknowledges that the Company has made available to him or his Purchaser Representative, if any, or other personal advisers the opportunity to obtain additional information to verify the accuracy of the information furnished to him and to evaluate the merits and risks of this investment.

(p) Fierro confirms that he has consulted with his Purchaser Representative, if any, or other personal advisers and that said Purchaser Representative or other advisers have analyzed the information furnished to him and the documents relating thereto on his behalf and have advised him of the business and financial aspects and consequences of and liabilities associated with his investment in the Securities of the Company. Fierro represents that he has made other risk capital investments or other investments of a speculative nature, and by reason of his business and financial experience and of the business and financial experience of those persons he has retained to advise him with respect to investments of this nature. In reaching the conclusion that he desires to acquire the Securities of the Company, Fierro has carefully evaluated his financial resources and investments and acknowledges that he is able to bear the economic risks of this investment.

(q) Fierro acknowledges that all information made available to him and/or his Purchaser Representative, if any, and/or personal advisers in connection with his investment in the Securities of the Company, including the information furnished to him is and shall remain confidential in all respects and may not be reproduced, distributed or used for any other purpose without the prior written consent of the Company.

5. Indemnification. Fierro agrees to indemnify and hold harmless the Company and its Affiliates from and against all damages, losses, costs, and expenses (including reasonable attorneys' fees) which they may incur by reason of the failure of Fierro to fulfill any of the terms or conditions of this subscription, or by reason of any breach of the representations and warranties made by Fierro herein, or in any document provided by Fierro to the Company.
6. Limitation on Transfer of the Securities of the Company. Fierro acknowledges that he is aware that there are substantial restrictions on the transferability of the Securities of the Company. Since the Securities of the Company will not be, and since Fierro has no right to require that they be, registered under the Securities Act, or the securities laws of any state, the Securities of the Company may not be, and Fierro agrees that they shall not be, sold or transferred except pursuant to an effective registration statement or an exemption from such registration statement under said statutes. Fierro also acknowledges that he will be responsible for compliance with all conditions on transfer imposed by any federal or state securities statute and securities law administrator and for any expenses incurred by the Company for legal or accounting services in connection with reviewing such a proposed transfer and/or issuing opinions in connection therewith.
7. Survival. The foregoing representations, warranties and undertakings are made with the intent that they may be relied upon in determining Fierro's suitability as an investor in the Company and Fierro hereby agrees that such representations and warranties shall survive the Exchange. Fierro hereby acknowledges and agrees that he is not entitled to cancel, terminate or revoke this Agreement, or any agreements hereunder, and that this Agreement and such agreements shall survive (a) changes in the transactions, documents, and instruments previously furnished to Fierro which are not materially adverse, and (b) Fierro's death or disability. All representations, covenants and warranties of the parties shall survive this Agreement and all inspections, examinations, or audits on behalf of the parties, shall expire two years following the date hereof.
8. Tax Treatment. The exchange described herein is intended to comply with all of the provisions of Section 351 of the Internal Revenue Code of 1986, as amended and all applicable regulations thereunder. In order to ensure compliance with said provisions, the parties agree to take whatever steps may be necessary, including, but not limited to, the amendment of this Agreement.
9. Access to Records. Before the date of this Agreement, the Company has afforded any representative of Fierro free and full access to all premises, properties, books, accounts and other records of the Company in order to provide Fierro full opportunity to make whatever investigations of the Company as Fierro desired. If any such investigation or inquiry gave Fierro reason to believe that the Company may have breached any term or condition of this Agreement, Fierro was obligated to so advise the Company in writing. The Company has not received any complaint from Fierro.
10. Expenses. Each party hereto shall pay such party's personal expenses and legal fees in connection with this transaction.

11. Cooperation. The parties hereto will each cooperate with the other, at the other's request and expense, in furnishing information, testimony, and other assistance in connection with any actions, proceedings, arrangements, disputes with other persons or governmental inquiries or investigations involving the parties hereto or the transactions contemplated hereby.
12. Further Conveyances and Assurances. After the date hereof, the parties each, will, without further cost or expense to, or consideration of any nature from the other, execute and deliver, or cause to be executed and delivered, to the other, such additional documentation and instruments of transfer and conveyance, and will take such other and further actions, as the other may reasonably request as more completely to consummate the transactions contemplated hereby.
13. Documents. All documents reflecting any actions taken, received or delivered by the parties hereto shall be reasonably satisfactory in form and substance to each of the parties hereto and their counsel.
14. No Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties, which consent shall be subject to such party's sole, absolute and unfettered discretion.
15. Brokerage. The parties hereto agree to indemnify and hold harmless each other against, and in respect of, any claim for brokerage or other commissions relative to this Agreement, or the transactions contemplated hereby, based in any way on agreements, arrangements, understandings or contracts made by either party with a third party or parties whatsoever.
16. Mediation and Arbitration. All disputes arising or related to this Agreement must exclusively be resolved first by mediation with a mediator selected by the parties, with such mediation to be held in San Diego, California. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) California law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in San Diego, California, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator's determination of the merits of the controversy. The exercise of such arbitration rights by any party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
17. Attorneys' Fees. In the event that it should become necessary for any party entitled hereunder to bring suit against any other party to this Agreement for a breach of this Agreement, the parties hereby covenant and agree that the party who is found to be in breach of this Agreement shall also be liable for all reasonable attorneys' fees and costs of court incurred by the other parties. Provided, however, in the event that there has been no breach of this Agreement, whether or not the transactions contemplated hereby are consummated, each party shall bear its own costs and expenses (including any fees or disbursements of its counsel, accountants, brokers, investment bankers, and finder's fees).
18. Benefit. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
19. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
20. Waiver. No course of dealing on the part of any party hereto or its agents, or any failure or delay by any such party with respect to exercising any right, power or privilege of such party under this Agreement or any instrument referred to herein shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof or any exercise of any other right, power or privilege hereunder or thereunder.

21. Cumulative Rights. The rights and remedies of any party under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.
22. Invalidity. In the event any one or more of the provisions contained in this Agreement or in any instrument referred to herein or executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement or any such other instrument.
23. Headings. The headings used in this Agreement are for convenience and reference only and in no way define, limit, amplify or describe the scope or intent of this Agreement, and do not affect or constitute a part of this Agreement.
24. Excusable Delay. The parties shall not be obligated to perform and shall not be deemed to be in default hereunder, if the performance of a non-monetary obligation required hereunder is prevented by the occurrence of any of the following, other than as the result of the financial inability of the party obligated to perform: acts of God, strikes, lock-outs, other industrial disturbances, acts of a public enemy, war or war-like action (whether actual, impending or expected and whether de jure or de facto), acts of terrorists, arrest or other restraint of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, sink holes, civil disturbances, explosions, breakage or accident to equipment or machinery, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination or other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of the party claiming the right to delay performance on account of such occurrence.
25. No Third-Party Beneficiary. Any agreement contained in this Agreement, express or implied, shall be only for the benefit of the parties hereto and their respective successors and assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligees or any other party, whomsoever, it being the intention of the parties hereto that no one shall be or be deemed to be a third-party beneficiary of this Agreement.
26. Time of the Essence. Time is of the essence of this Agreement.
27. Press Releases and Public Announcements. No party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing party will use its efforts to advise the other parties prior to making the disclosure).
28. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile transmission or PDF copy of this signed Agreement shall be legal and binding on all parties hereto.
29. Law Governing; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of laws provisions thereof. Each party hereby irrevocably submits to the personal jurisdiction of the United States District Court for the Southern District of California, as well as of the Courts of the State of California in San Diego County, California over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such mediation, arbitration, suit, action or proceeding brought in any such county and any claim that any such mediation, arbitration, suit, action or proceeding brought in such county has been brought in an inconvenient forum.

30. Entire Agreement. This instrument and the attachments hereto contain the entire understanding of the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts on the date first written above.



\_\_\_\_\_  
JASON FIERRO

NO BORDERS, INC.



By \_\_\_\_\_  
Michael Amezquita, President



\_\_\_\_\_  
MICHAEL AMEZQUITA