

ATTORNEY GENERAL OF THE STATE OF NEW YORK
INVESTOR PROTECTION BUREAU

In the Matter of

Assurance No. 21-062

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

GTV Media Group, Inc., and
Saraca Media Group, Inc.,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to the Martin Act (N.Y. General Business Law (“GBL”) § 352 *et seq.*) and N.Y. Executive Law § 63(12) concerning the offering of GTV Media Group Inc. (“GTV Media”) shares of common stock in or from the State of New York beginning in April 2020 and the pre-offer and sales of instruments promoted as digital currencies by GTV Media and Saraca Media Group, Inc. (“Saraca Media”) in or from the State of New York beginning in May 2020. Collectively, GTV Media and Saraca Media are referred to as “Respondents.”

This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation solely with respect to Respondents’ failure to register as securities dealers and/or commodities broker-dealers in New York State under GBL § 359-(e), and the relief agreed to by the OAG and Respondents (collectively, the “Parties”) for this conduct. This Assurance expressly does not address or make any findings with respect to the OAG’s ongoing

investigation into other conduct in connection with Respondents' offerings of securities and/or commodities in or from New York State.

OAG's FINDINGS

1. GTV Media is a Delaware corporation with its principal place of business at 162 East 64th Street, New York, New York.

2. Saraca Media is a Delaware corporation with its principal place of business also at 162 East 64th Street, New York, New York.

3. Beginning on April 20, 2020 and ending in early July 2020, GTV Media conducted an offering of shares of GTV Media common stock (the "Stock Offering") by which it offered and sold shares of GTV Media common stock to the public within and from the State of New York.

4. GTV Media failed to register as a securities dealer in conducting the Stock Offering as required pursuant to GBL § 359-(e).

5. Beginning in May 2020, Saraca Media initiated the pre-offer and sale of the digital instrument "G-Coin" (the "G-Coin Pre-Sale"), a security and/or commodity, which it offered and sold within and from New York to the public. Saraca Media failed to register as a securities dealer and/or commodities broker-dealer, as required pursuant to GBL § 359-(e).

6. Beginning in May 2020, GTV Media initiated the pre-offer and sale of the digital instrument "G-Dollar" (the "G-Dollar Pre-Sale"), a security and/or commodity, which it sold within and from New York to the public. GTV Media failed to register as a securities dealer and/or commodities broker-dealer, as required pursuant to GBL § 359-(e).

7. For the conduct described in paragraphs 1-6 above, OAG finds that Respondents violated GBL § 359-e and violated N.Y. Executive Law § 63(12) by engaging in repeated illegal acts.

8. Respondents neither admit nor deny the Findings in paragraphs 1 through 6 above.

9. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

10. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of GBL § 359-e and N.Y. Executive Law § 63(12) based on the Respondents' failure to register as securities and/or commodities dealers in connection with the April 2020 Stock Offering and the pre-sales of G-Coin and G-Dollar as described in paragraphs 1-6 above. The OAG does not accept this Assurance pursuant to Executive Law § 63(15) for any other potential claim including any other claim for fraudulent conduct in connection with Respondents' offering of securities or commodities within or from New York State.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

11. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to N.Y. General Business Law §§ 352, *et seq.* and Executive Law § 63(12), and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 10, *supra*, in addition to any other appropriate investigation, action or proceeding.

12. Monetary Relief: Respondents shall pay to the State of New York \$479,910,629.00 (the “Monetary Relief Amount”). This monetary relief shall be deemed satisfied by Respondents’ payment of \$479,910,629.00 to an escrow account at a financial institution in accord with a contemporaneous U.S. Securities and Exchange Commission (“SEC”) Order. For the avoidance of doubt, this Assurance does not impose any financial obligation on any party other than Respondents nor any obligation on Respondents above and beyond Respondents’ obligations pursuant to the final contemporaneous SEC Order.

MISCELLANEOUS

Subsequent Proceedings.

13. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 20, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue.

14. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the OAG the reasonable cost, if any, of obtaining

such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

15. This Assurance is not intended for use by any third party in any other proceeding.

16. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

17. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

18. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

19. All notices, reports, requests, and other communications pursuant to this Assurance must reference the assigned Assurance number, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to:

Jeremy H. Temkin, Esq.,
Morvillo Abramowitz Grand Iason & Anello P.C.
565 Fifth Avenue
New York, NY 10017

or in his absence, to the person holding the title of Principal of Morvillo
Abramowitz Grand Iason & Anello P.C.

If to the OAG, to:

Jonathan Bashi
Assistant Attorney General
28 Liberty Street
New York, NY 10005

or in his absence, to the person holding the title of Bureau Chief, Investor
Protection Bureau.

Representations and Warranties:

20. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in OAG's Findings, paragraphs 1-7 above. The Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

21. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

22. The Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved.

- a. Respondent GTV Media further represents and warrants that, Jeremy Temkin, as the signatory to this Assurance, is duly authorized to sign this Assurance and is acting at the direction of GTV Media's Board of Directors.
- b. Respondent Saraca Media further represents and warrants that, Jeremy Temkin, as the signatory to this Assurance, is duly authorized to sign this Assurance and is acting at the direction of Saraca Media's Board of Directors.

General Principles:

23. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

24. Respondents shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement.

25. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Provided, however, that nothing in this provision affects Respondents': (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the OAG or the State of New York is not a party.

26. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its effective date.

27. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

28. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

29. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

30. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

31. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

32. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

33. This Assurance is effective on the date of signature of the last signatory of the Assurance (the "Effective Date").

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By:



Jonathan Bashi
Assistant Attorney General
28 Liberty Street
New York, NY 10005
(212) 416-8564

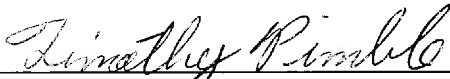
GTV MEDIA GROUP INC.

By: 
Jeremy H. Temkin

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 13th day of September in the year 2021 before me personally came Jeremy H. Temkin to me known, who, being by me duly sworn, did depose and say that his office is located at 565 Fifth Avenue, New York, New York 10017; that he is the attorney-in-fact for GTV Media Group Inc., the corporation described in the above instrument and that he has been authorized by the Board of Directors of GTV Media Group Inc. to sign this Assurance of Discontinuance on behalf of GTV Media Group Inc.

Sworn to before me this
13th day of September, 2021


NOTARY PUBLIC

TIMOTHY PIMBLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI8327792
Qualified in Kings County
My Commission Expires 07-13-2023

SARACA MEDIA GROUP INC.

By: 
Jeremy H. Temkin

STATE OF New York)
COUNTY OF New York) ss.:

On the 13th day of September in the year 2021 before me personally came Jeremy H. Temkin to me known, who, being by me duly sworn, did depose and say that his office is located at 565 Fifth Avenue, New York, New York 10017; that he is the attorney-in-fact for Saraca Media Group Inc., the corporation described in the above instrument and that he has been authorized by the Board of Directors of Saraca Media Group Inc. to sign this Assurance of Discontinuance on behalf of Saraca Media Group Inc.

Sworn to before me this
13th day of September, 2021


NOTARY PUBLIC

TIMOTHY PIMBLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6327792
Qualified in Kings County
My Commission Expires 07-13-2023