

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of May 28, 2013, by and between DTV America Corporation, a Delaware corporation ("Seller") and Nelson TV, Inc., an Illinois corporation ("Buyer").

WHEREAS, Seller holds an unbuilt construction permit issued by the Federal Communications Commission ("FCC") in FCC File No. BNPDTL- 20100721DRE, for digital low power television station W29EI-D La Salle, Illinois, FCC Facility ID No. 187839 and an unbuilt construction permit issued in FCC File No. BNPDTL-20100721DRF for digital low power station W32EN-D La Salle, Illinois, FCC Facility ID No. 187840 (collectively referred to herein as the "Permits"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Permits subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 – PURCHASE OF ASSETS

1.1 Transfer of Assets. On the Closing Date (as hereinafter defined), subject to the conditions contained herein, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, the following assets, properties, interests and rights of Seller (the "Assets"):

(a) the Permits

(b) all files, documents and records (or copies thereof) relating solely to the operation of the Permits, including but not limited to any all public inspection files and other records required by the FCC.

1.2 Excluded Assets. Any asset of the Permits which is not an Acquired Asset shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets").

ARTICLE 2 –CONSIDERATION

2.1 Purchase Price. In consideration for the acquisition of the Assets, Buyer shall pay the sum of SIXTY TWO THOUSAND DOLLARS (\$62,000.00) to Seller in cash or by wire transfer or other readily available funds at the Closing ("Purchase Price").

2.2 Escrow. Within five (5) business days of the execution of this Agreement, Buyer shall deposit with Miller and Neely, PC, as escrow agent, the sum of SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200.00), to be held in an IOLTA account until the closing of the transactions contemplated herein, or the termination of this Agreement ("Escrow Account"). At Closing, all funds then held in the Escrow Account shall be returned to Buyer. If this Agreement is terminated without Closing, all funds in escrow shall be returned to Buyer, provided, however, that if Buyer's material breach of this Agreement is the cause of the termination, then all funds in escrow shall be paid to Seller as liquidated damages.

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as Set forth in Schedule 2.3

ARTICLE 3 - GOVERNMENTAL CONSENTS

3.1 FCC Consent; FCC Application. It is specifically understood and agreed by Buyer and Seller that consummation of the transactions contemplated hereby is expressly conditioned on and is subject to the prior consent and approval of the FCC ("FCC Consent"). Within five (5) consecutive business days after execution of this Agreement, but in no event prior to Buyer funding the Escrow Account in full, the parties hereto shall file with the FCC necessary applications for consent to assignment of the Permits ("FCC Application") from Seller to Buyer. The parties shall prosecute the application with all reasonable diligence and otherwise use their best efforts to obtain a grant of the application as expeditiously as practicable and shall oppose any objections to the grant of the application for the FCC Consent. If the FCC Consent imposes any condition on a party hereto, such party shall use reasonable efforts to comply with such condition; provided, however, that no party shall be required hereunder to comply with any condition that would have a material adverse effect on the results of operations of such party or any affiliated entity or expend additional funds to comply therewith.

ARTICLE 4 – CLOSING

4.1 Closing. Except as otherwise mutually agreed upon by Seller and Buyer or set forth herein, the consummation of the transactions contemplated herein (the "Closing") shall occur within fifteen (15) business days after the date on which the FCC Consent has been issued by delegated authority ("Closing Date"). Closing shall occur by electronic transfer of funds and required executed documents, at One Broadcast Center Plano, Illinois, or at another mutually agreeable location

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller does hereby represent, warrant and covenant to Buyer as follows:

5.1 Authority. This Agreement has been duly executed and delivered by Seller. The undersigned representative of Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 Organization and Standing. Seller is a corporation, established in the state of Delaware. This Agreement has been duly executed and delivered by Seller and upon obtaining all necessary approvals of the transactions contemplated by this Agreement, this Agreement constitutes, and the other agreements to be executed in connection herewith will constitute, the valid and binding obligation of Seller, enforceable in accordance with their terms except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principals of equity.

5.3 Authorizations. Seller is the extant FCC permittee of the Permits described on Schedule 1.1(a). The Permits are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. To Seller's knowledge, there is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the Permits (other than proceedings to amend FCC rules of general applicability). Seller has, and on the Closing Date will have, and will assign to Buyer at Closing, good and marketable title to all Assets, free and clear of any and all liens, claims and encumbrances of any nature whatsoever.

5.4 Litigation. There is no action, suit, investigation or other proceedings pending, or, to Seller's knowledge, threatened which may adversely affect Seller's ability to perform in accordance with the terms of this Agreement.

5.5 No Conflict. Subject to obtaining FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with any

provision of the Articles of Incorporation of Bylaws of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound.

ARTICLE 6- REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and covenants to Seller as follows:

6.1 Organization and Standing. Buyer is a corporation, established in the state of Illinois. This Agreement has been duly executed and delivered by Buyer and upon obtaining all necessary approvals of the transactions contemplated by this Agreement, this Agreement constitutes, and the other agreements to be executed in connection herewith will constitute, the valid and binding obligation of Buyer, enforceable in accordance with their terms except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principals of equity.

6.2 Qualification. Buyer knows of no reason why it should not be found to be legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Permits under the communications laws, and knows of no facts that would under existing law and existing communications laws disqualify Buyer as an assignee of the Permits or as the owner and operator of the Permits or the Other Permits. Buyer has the financial capacity with sufficient funds on hand or available from committed sources as may be needed to consummate the transactions described herein. From the date hereof through the Closing Date, Buyer shall maintain its qualifications to acquire the Permits and will take no action that will impair such qualifications or cause the grant of the FCC Consent to be materially delayed.

6.4 No Conflict Subject to obtaining the Consents, the execution, delivery, and performance by Buyer of this Agreement, the Escrow Account and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with any provision of the Articles of Incorporation or Bylaws of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

6.5 Cooperation. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement. Buyer and Seller shall execute such other documents as may be reasonably necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement.

ARTICLE 7 – CONDITIONS

7.1 Conditions Precedent to Obligations of Buyer. Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Buyer shall have waived in writing satisfaction of such condition (other than the FCC Consent which cannot be waived): (a) the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects; (b) Seller shall have



performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with prior to the Closing; (c) Seller shall have delivered to Buyer customary instruments of conveyance as shall be effective to transfer title of the Assets to Buyer; (d) the FCC Consent's shall have been granted by delegated authority; and, (e) the Permit Modification Applications (defined below) shall have been granted by delegated authority.

7.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Seller shall have waived in writing satisfaction of such condition (except for FCC Consent which cannot be waived): (a) the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date; (b) Buyer shall have performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with by it prior to the Closing; (c) Buyer shall have delivered to Seller customary instruments to assume the Assumed Obligations; and (d) the FCC Consent shall be granted by delegated authority.

ARTICLE 8- TRANSFER TAXES, FEES AND EXPENSES

8.1 Expenses; Transfer Taxes and Similar Charges; FCC Fees. Buyer and Seller shall be equally responsible for all FCC related filing fees associated with this Transaction. All other expenses incurred in the preparation and consummation of this Agreement, except as provided to the contrary herein, shall be borne by the party incurring such expenses.

ARTICLE 9-INDEMNIFICATION

9.1 Indemnification of Buyer. Seller shall indemnify and hold Buyer and its attorneys, affiliates, representatives, agents, members, officers, directors, successors and assigns harmless from and against any liability, loss, cost, expense, judgment, order, settlement, obligation, deficiency, claim, suit, proceeding (whether formal or informal), investigation, Lien or other damage, including, without limitation, attorney's fees and expenses (all of the foregoing items for purposes of this Agreement are referred to as "Damages"), resulting from, arising out of or incurred with respect to: (a) a breach of any representation, warranty, covenant or agreement of Seller contained herein, subject to notice of a claim being given before the expiration of the applicable period specified in Section 10.1 hereof with respect to the representations or warranties by Seller contained herein; or (b) any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business or operation of the Permits and the Assets prior to the Closing Date. The term "Damages" as used in this Agreement is not limited to matters asserted by third-parties against a party, but includes Damages incurred or sustained by a party in the absence of third-party claims.

9.2 Indemnification of Seller. Buyer shall indemnify and hold Seller and its attorneys, affiliates, representatives, agents, members, officers, directors, successors and assigns, harmless from and against any Damages resulting from, arising out of, or incurred with respect to: (a) a breach of any representation, warranty, covenant or agreement of Buyer contained herein, subject to notice of a claim being given before the expiration of the applicable period specified in Section 10.1 hereof with respect to the representations and warranties made by Buyer herein; or, (b) any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business and operation of the Permits and the Assets as conducted by Buyer on and after the Closing Date.

ARTICLE 10 TERMINATION RIGHTS

10.1 Termination. This Agreement may be terminated, by written notice given by any party (provided such party is not in breach of any of its obligations, representations, warranties or duties hereunder) to the other party hereto, at any time prior to the Closing Date as follows, and in no other manner: (a) by mutual written consent of the parties hereto; (b) by either Buyer, on the one hand, or Seller, on the other hand, if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; (c) by Buyer, if Seller fails to perform or breach any of its obligations, representations, warranties, covenants or duties under this Agreement and Seller has not cured such failure to perform or breach within thirty (30) days after receipt by Seller of written notice from Buyer; (d) by Seller, if Buyer fails to perform or breaches any of its obligations, representations, warranties, covenants or duties under this Agreement, and Buyer has not cured such failure to perform or breach within fifteen (15) days after delivery of written notice from Seller; (e) by either party, if the FCC denies the FCC Application in an order which has become final, or designates any FCC License for a hearing; or (f) by either party, if the Closing has not occurred within One Hundred Eighty (180) consecutive days after the date on which the FCC Application is filed and the party seeking the termination is not in material default hereunder.

10.2 Remedies upon material breach. In the event of a material breach by a Party, the non-defaulting Party shall be entitled to its available remedies at law and equity; (a) The parties recognize that if Seller refuses or otherwise fails to close as and when required under the provisions of this Agreement, monetary damages may not be adequate to compensate Buyer for its injury. Provided that Buyer is not already in breach of this Agreement, Buyer shall therefore be entitled to obtain specific performance of the terms of this Agreement and to be reimbursed for its expenses in obtaining such relief. (b) Should Buyer breach its obligations under this Agreement, the parties agree that it shall be liable to Seller in the amount of the Escrow Account as liquidated damages. If any action is brought by either Seller or Buyer to enforce this Agreement, the other party hereto shall waive the defense that there is an adequate remedy at law.

ARTICLE 11-MISCELLANEOUS PROVISIONS

11.1 General. This Agreement and Seller's or Buyer's rights or obligations hereunder shall not be assigned without the prior written consent of the non-assigning party. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Washington D.C. , by a court sitting in Washington D.C. . The parties consent to personal and subject matter jurisdiction in the courts of Washington D.C. and waive any right to transfer or change of venue of any litigation between them. This Agreement and all Schedules attached hereto and the ancillary documents provided for herein, constitute the entire agreement and understanding of the parties hereto relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein. This Agreement shall not be amended except by an instrument in writing signed on behalf of each party hereto. This Agreement may be executed in counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing to the applicable address set forth on the signature page. Time is of the essence in this Agreement. Buyer waives compliance by Sellers with any applicable Bulk Sales Act or similar laws.

11.2 Partial Invalidity. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any provision contained herein or its

application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, each provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provision hereof, or its application in any other circumstance, unless such construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

11.3 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

11.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement or (b) diminish the benefits or burdens of this Agreement.

11.5 Permit Modification. Seller and Buyer agree that it is in the public interest to modify the Permit W32EN to specify a transmitter site at One Broadcast Center, Plano, Illinois, and W29EI to a different site and pattern. Accordingly, Seller shall file contemporaneously with the FCC Application one or more construction permit applications with the FCC prepared by Buyer and seeking a minor modification(s) of the W32EN-D Permits proposing a transmitter site at One Broadcast Center, Plano, Illinois, and an antenna structure described as ASRN 1010527 (the "Permit Modification Applications") and W29EI-D to a different site and pattern. All cost and expense incurred to prepare and file the Permit Modification Applications with the FCC shall be at Buyer's sole expense. Any communication(s) received by Seller concerning the Permit Modification Applications from any party, including the FCC, prior to Closing shall be promptly forwarded to Buyer.

11.6 Risk of Loss. Risk of Loss shall remain with Seller at all times prior to Closing.

ARTICLE 12- NOTICES

Notices which are to be sent to either party to the other under or pursuant to the terms of this Agreement, shall be deemed delivered upon receipt and shall be sent by overnight courier service or United States Certified Mail, return receipt requested, as follows:

If to Seller:

DTV America Corporation
ATTN: John Kyle, President
1671 NW 144TH Terrace
Suite 106
Sunrise, FL 33323
Phone: 954-357-0931
Email:

Copy to (which shall not constitute notice):

If to Buyer:
Nelson TV, Inc.
Attn: Larry Nelson, President
One Broadcast Center
Plano, IL 60545
Phone: (630) 552-1000, ext. 150
Email: larry.nelson@nelsonmultimedia.com

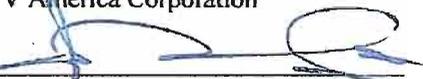
Copy to (which shall not constitute notice):

John S. Neely, Esq.,
Miller and Neely, PC
3750 University Blvd., West
Suite 203
Kensington, MD 20895
Phone: 301-933-6304
Email: johnsneely@yahoo.com

IN WITNESS WHEREOF, the parties hereto have executed this **ASSET PURCHASE AGREEMENT** as of the date and year first written above.

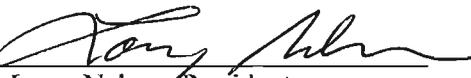
SELLER:

DTV America Corporation

By 
John Kyle, President


witness

BUYER:
NELSON TV, INC.

By 
Larry Nelson, President


witness

SCHEDULE 1.1(a)

Construction Permits

FCC File No. BNPDTL-20100721DRE (copy attached)

FCC File No. BNPDTL-20100721DRF (copy attached)



Schedule 2.3

Allocation Schedule

Combined \$62,000.00

Station W29EI-D

Station W32EN-D

Goodwill