

## ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of this 25th day of August, 2015, by and among Science of Identity Foundation ("SIF"); DTV America Corporation ("DTVA"); and Fletcher Heald & Hildreth, P.L.C., a Virginia Professional Limited Liability Company, as escrow agent ("Escrow Agent").

WITNESSETH:

WHEREAS, SIF and DTVA have entered into an Asset Purchase Agreement (the "APA") as of August 14, 2015, providing for the acquisition by DTVA from SIF of the FCC license and certain other assets of Low Power Television Station W08CK, Madison-Middleton, Wisconsin (the "Transaction"); and

WHEREAS, the Parties desire Escrow Agent to hold, and Escrow Agent is willing to hold, in escrow the Escrow Deposit as defined below,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties and Escrow Agent, intending to be legally bound, hereby agree as follows:

1. **ESCROW DEPOSIT.** Escrow Agent hereby acknowledges that DTVA has deposited with Escrow Agent the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) (the "Escrow Deposit") as contemplated by Section 2.2 of the APA. Escrow Agent will deposit the Escrow Deposit into a federally insured bank account (the "Escrow Account"). The Escrow Deposit will be held in accordance with the terms of this Escrow Agreement and will be released by Escrow Agent only as provided for under this Escrow Agreement and the APA. The Parties acknowledge and agree that all interest earned on sums deposited in the Escrow Account is required to be paid over to charitable organizations pursuant to requirements of the Bar of the Commonwealth of Virginia; and consequently, and no interest will be paid to either DTVA or SIF.

### 2. **RELEASE FROM ESCROW**

2.1. **Release.** The Escrow Agent will retain the Escrow Deposit and will release the funds only upon receipt of, and pursuant to directions contained in, joint written instructions executed by both DTVA and SIF or a final order of a court of competent jurisdiction. Escrow Agent will in no event be required to resolve any controversy concerning the Escrow Deposit or to take any action concerning any such controversy. Upon termination of the escrow provided for herein, DTVA and SIF each agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to validate Escrow Agent's release of the Escrow Deposit.



2.2. Joint Instructions. DTVA and SIF each agree to execute and deliver to the Escrow Agent joint written instructions, as contemplated by Section 2.1 above, so as to effectuate fully the provisions of the APA concerning the disposition of the Escrow Deposit from time to time prior to and at the Closing or other termination of the Asset Purchase Agreement.

### 3. ESCROW AGENT'S OBLIGATIONS

3.1. Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Parties specifying a date not less than thirty (30) days after the giving of such notice when such resignation will take effect. Promptly after such notice, a successor Escrow Agent will be appointed by mutual agreement of DTVA and SIF, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If DTVA and SIF are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent will be entitled to appoint its own successor, which may be another law firm or a bank or other financial institution. The Escrow Agent will continue to serve as Escrow Agent until its successor has assumed in writing the Escrow Agent's obligations hereunder and has received the Escrow Deposit. DTVA and SIF may mutually agree at any time to substitute any successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

#### 3.2. Performance.

3.2.1. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent will not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by it of any kind other than willful misconduct or gross negligence. The Escrow Agent will be entitled to rely, and will be protected in doing so, upon (i) any written notice, instrument, or signature believed by it in good faith to be genuine and to have been signed or presented by the proper Party or Parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent will have no responsibility for the accuracy of the content of any writing submitted to it hereunder and will be entitled in good faith to rely on such writing without any liability based on the content thereof. The Escrow Agent will also not be liable for any failure of the institution in which the Escrow Deposit is held.

3.2.2. In the event of any dispute relating to the right of possession or the disposition of the Escrow Deposit, the Escrow Agent will retain dominion and control over the Escrow Deposit until such dispute has either been settled by mutual agreement of DTVA and SIF with notice thereof to Escrow Agent or pursuant to a final order of a court of competent jurisdiction, whereupon the Escrow Deposit will be paid in accordance with such mutual agreement of DTVA and SIF or such final order. If a dispute relating to the right of possession or the disposition of the Escrow Deposit is taken to a court of competent jurisdiction, the Escrow Agent reserves the right to institute an interpleader action as set forth in Section 3.4 below. It is





contemplated and agreed that the Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent will be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the resolution thereof as provided in Section 3.4. In no event will Escrow Agent be under any duty to institute or defend any such proceeding, nor will Escrow Agent be required under any circumstances to take any action requested by DTVA or SIF LLC until indemnified to Escrow Agent's reasonable satisfaction by the entity or entities requesting such action.

3.3. Indemnification. DTVA and SIF jointly and severally, agree to indemnify the Escrow Agent and hold Escrow Agent harmless against any and all liabilities incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from Escrow Agent's willful misconduct or gross negligence. As between DTVA and SIF, each of them accepts responsibility for and will pay one-half of any such liabilities.

3.4. Interpleader. If, at any time prior to the termination of this Escrow Agreement as provided herein, either DTVA and SIF should make demand upon or file suit against the Escrow Agent to obtain possession of the Escrow Deposit, the Escrow Agent will be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, it may answer by way of interpleader and name DTVA and SIF (or either of them) as additional parties to such action. Escrow Agent may tender the Escrow Deposit into such court for determination of the respective rights of DTVA and SIF thereto. Upon such tender, the Escrow Agent will be entitled to receive from DTVA and SIF Escrow Agent's reasonable attorneys' fees and expenses incurred in connection with said interpleader action. As between DTVA and SIF, such fees, expenses and other sums will be paid by the entity which fails to prevail in the proceedings brought in a court or alternative dispute resolution forum to determine the appropriate distribution of the Escrow Deposit or, in the case of a claim against the Escrow Deposit by a third party claiming by or through DTVA or SIF by the entity through or on whose behalf the claim is lodged. If and when the Escrow Agent so interpleads either or both of such entities and delivers the Escrow Deposit to the clerk of the court, all of its duties will cease, and it will have no further obligations hereunder. Nothing herein will prejudice any other right or remedy of the Escrow Agent.

3.5. Discharge by Delivery. After the Escrow Agent has delivered the Escrow Deposit pursuant to the terms of this Escrow Agreement, the Escrow Agent will have discharged all of its obligations hereunder; and neither DTVA, SIF, nor any entity claiming through either or both of them will thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

3.6. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the APA, the terms and provisions of this Escrow Agreement will control as to the rights, duties, obligations, and liabilities of the Escrow Agent,



and the terms of the APA will control as to the respective rights, duties, obligations and liabilities of DTVA and SIF.

4. MISCELLANEOUS.

4.1. Assignment. Except as may be provided in the Asset Purchase Agreement and in Section 3.1 of this Escrow Agreement (with respect to Escrow Agent), no party to this Agreement may assign or delegate its rights and obligations hereunder without the prior written consent of the other parties to this Agreement.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted heirs, successors, and assigns of the Parties.

4.3. Notices. All notices, demands or other communications given hereunder will be in writing and will be sufficiently given if delivered by hand; by overnight courier (as of the first business day after the date of sending); or on the fourth business day after having been sent by registered or certified first-class mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as DTVA, SIF, or Escrow Agent may specify from time to time.:

If to DTVA:	DTV America Corporation 13450 West Sunrise Blvd., #164 Sunrise, FL 33323-2948 Attention: John N. Kyle, President
If to SIF:	Science of Identity Foundation P.O. Box 37789 Honolulu, HI 96837-0789 Attention: Jeannie Bishop, President
If to Escrow Agent:	Fletcher, Heald & Hildreth, P.L.C. 1300 North 17 <sup>th</sup> Street, 11 <sup>th</sup> Floor Arlington, Virginia 22209-3801 Attention: Peter Tannenwald, Esq.

4.4. Other Documents. DTVA, SIF, and Escrow Agent agree to execute such other documents as may be necessary or desirable to the implementation and consummation of this Agreement.

4.5. Further Assurances. All parties to this Agreement each pledge to the others that they will take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their respective obligations under this Agreement.



4.6. Counterparts. This Agreement may be executed in any number of counterparts, and by DTVA, SIF, and/or Escrow Agent on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement will be treated as original signatures.

4.8. Headings. The headings of the Articles, Sections and paragraphs of this Escrow Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit, or describe the scope of this Escrow Agreement or the intent of any Section or Paragraph.

4.9. Entire Agreement. Subject to Section 3.6 above, this Escrow Agreement constitutes the entire agreement and understanding of all parties hereto relating to the matters provided for herein and supersedes any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

4.10. Amendment. This Escrow Agreement may not be amended except by an instrument in writing signed on behalf of each of DTVA, SIF, and Escrow Agent.

4.11. Waivers. No waiver of any provision of this Escrow Agreement will be effective unless in writing and signed by the party to this Agreement waiving such provision. No waiver of any right or waiver of any obligation will constitute a waiver of any other or similar right or obligation, and no failure to enforce any right or obligation under this Escrow Agreement will preclude or affect the later enforcement of such right or obligation.

4.12. Severability. In the event that any one or more of the provisions contained in this Escrow Agreement or in any other instrument referred to herein, are, for any reason, held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Escrow Agreement or any other such instrument; and this Escrow Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

4.13. Governing Law. This Escrow Agreement will be construed and enforced, and any disputes or disagreements hereunder will be resolved, in accordance with the laws of the Commonwealth of Virginia, including all matters of constitution, validity and performance, but not its choice of laws principles. For purpose of venue, this Escrow Agreement will be deemed to be performed in Arlington, Virginia.

4.14. Continuing Effect. This Escrow Agreement will remain in full force and effect until the Escrow Agent has delivered the Escrow Deposit and any monies and earnings



thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof.

4.15. Conflict Waiver. All Parties acknowledge that the Escrow Agent has an attorney-client relationship with both DTVA and SIF and is acting as an escrow agent as an accommodation to both DTVA and SIF. DTVA and SIF each acknowledge the potential for conflict of interest but specifically waive any claim or right to make a claim that the Escrow Agent is or would be prohibited from performing legal services for either of the by virtue of (i) its service as Escrow Agent; (ii) the fact that Escrow Agent has learned facts about DTVA and SIF in its capacity as Escrow Agent; or (iii) the fact that Escrow Agent, by virtue of its role as fiduciary for DTVA and SIF respect to the Escrow Deposit, could therefore be held to have a conflict of interest. DTVA and SIF each agree that information conveyed to the Escrow Agent during the course and scope of Escrow Agent's duties, as Escrow Agent only, will not be considered confidential by DTVA or SIF.


IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered as of the date first written above.

**ESCROW AGENT:**

**FLETCHER, HEALD &  
HILDRETH, P.L.C**

By: \_\_\_\_\_  
Peter Tannenwald  
A Member of the Firm

**DTV AMERICA CORPORATION**

By:   
Name: John N. Kyle  
Title: President

**SCIENCE OF IDENTITY FOUNDATION**

By: \_\_\_\_\_  
Name: Jeannie Bishop  
Title: President

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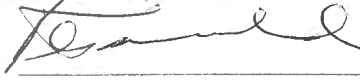
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**ESCROW AGENT:**

**DTV AMERICA CORPORATION**

**FLETCHER, HEALD &  
HILDRETH, P.L.C**

By:   
\_\_\_\_\_  
Peter Tannenwald  
A Member of the Firm

By: \_\_\_\_\_  
Name: John N. Kyle  
Title: President

**SCIENCE OF IDENTITY FOUNDATION**

By:   
\_\_\_\_\_  
Name: Jeannie Bishop  
Title: President