

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of 14 August, 2015, and is between Science of Identity Foundation, a Hawaii non-profit corporation ("Seller"), and DTV America Corporation, a Florida corporation ("Buyer").

### RECITALS

Seller holds an authorization issued by the Federal Communications Commission ("FCC") for Low Power Television Station W08CK, FCC Facility ID 26603, Madison-Middleton, Wisconsin (the "Station"), and certain other assets relating to the Station;

Seller wishes to convey to Buyer, and Buyer wishes to acquire from Seller, all FCC authorizations for the Station and certain personal property used in the operation of the Station.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Seller and Buyer hereby agree as follows:

### ARTICLE I ASSETS TO BE CONVEYED

1.1 **Sale of Assets.** On the Closing Date (as defined below), Seller will sell, transfer, assign and convey to Buyer, and Buyer will purchase from Seller, the following assets (collectively, the "Assets"):

(a) **FCC Authorizations.** All the licenses, permits and other authorizations issued to Seller by the FCC or any other governmental authority used in the operation of the Station, including, all the rights in and to the call letters of the Station. The FCC authorizations include:

License to operate on analog channel 8, FCC File No. BLTVL-19920324IF, renewed by File No. BRTVL-20130716ABC, expires December 1, 2021.

Construction Permit to change to digital channel 36, FCC File No. BDISDTL-20090518AAD, granted September 10, 2009, extended indefinitely by FCC public notice DA-15-486, released April 24, 2015.

(b) **Personal Property.** The transmitter, antenna, and associated transmission line used by the station on Channel 8 in "as is, where is" condition, with no warranty or representation by Seller as to the condition or operability of such property and will not be required to repair or replace defective or inoperable equipment for delivery to Buyer at the Closing. Buyer must retrieve the Personal Property where it is now located if it elects not to assume Seller's transmitter site lease or enter into a new lease at the same site.

(c) **Contracts.** Buyer will not be obligated to assume any leases, contracts or agreements of Seller. Seller's transmitter site lease is currently month-to-month. Seller will

interpose no obstacle to Buyer's negotiating directly with the transmitter site owner for a new lease. Seller will assign and/or relinquish its interest in the site lease in Buyer's favor if Buyer so requests.

(d) **Documents, Files and Records.** All engineering records and logs pertaining to the Station that are in Seller's possession.

1.2 **Excluded Assets.** The Assets to be conveyed to Buyer at Closing by Seller will include only those assets described in Section 1.1 above. Any other assets are not included in the Assets and are to be excluded from this sale transaction. Such excluded assets (the "Excluded Assets") will include, but not be limited to, the following:

(a) **Corporate Records.** Seller's corporate records.

(b) **Cash.** All cash, cash equivalents or similar type of investments of Seller.

(c) **Accounts Receivable.** The Station's accounts receivable, if any, which will be retained and collected by Seller.

(d) **Contracts and Leases.** (i) Any and all contracts, contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date, and (ii) any contracts of Seller except the transmitter site lease if Buyer elects to assume it. Seller will remain responsible for fulfilling its obligations under any contracts or leases it may have and will remain responsible for all obligations under the transmitter site lease up to the day prior to the Closing Date.

1.3 **Liabilities.** The Assets will be delivered to Buyer by Seller at Closing free and clear of all debts, liens, claims, encumbrances and other liabilities.

## ARTICLE II PURCHASE PRICE AND PAYMENT

2.1 **Purchase Price.** The purchase price for the Assets will be Seventy-Five Thousand Dollars (\$75,000.00) ("Purchase Price"), subject to Closing prorations. The Purchase Price will be paid in full in cash at Closing, by certified or cashier's check or wire transfer, subject to the credit provided for in Paragraph 2.2.

2.2 **Payment at Closing.** Within three (3) business days after execution of this Agreement, Buyer will deliver to Seller a deposit in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) ("Deposit"). The Deposit will be credited against the Purchase Price at Closing. The Deposit will not be refundable to Buyer, regardless of whether or not the transaction closes, except if the transaction is not closed because of the sole default of Seller under this Agreement.

2.3 **Employees and Employment.** Buyer will not be required to offer employment to any of Seller's employees. Seller will be responsible for all salary and benefits of its own employees up to the Closing Date. Buyer will be responsible for all salary and benefits of its own employees on and after the Closing Date.

2.4 **Adjustments and Prorations.** All revenues and all expenses arising from the business and operations of the Station up to 12:01 a.m. on the Closing Date, including business and license fees, FCC regulatory fees, rent and utility charges (but only if Buyer assumes Seller's tower lease), personal property taxes and assessments levied against the Assets (except for taxes arising from the transfer of the Assets hereunder), applicable copyright or other fees, and similar prepaid and deferred items, will be prorated between Buyer and Seller in accordance with the principle that Seller will be entitled to all revenues, and will be responsible for all expenses, costs and liabilities allocable to the operation of the Station for the period prior to the Closing Date, and Buyer will be entitled to all revenues, and will be responsible for all expenses, costs and obligations allocable to the operation of the Station, on and after the Closing Date.

2.5 **Assumption of Liabilities and Obligations.** Buyer will assume, pay, discharge and perform (a) all obligations and liabilities arising out of Buyer's ownership of the Assets and its operation of the Station on or after the Closing Date; (b) all obligations and liabilities of Seller under the Station's tower lease (if assumed by Buyer) or any new tower lease insofar as they relate to the time period on and after the Closing Date and arise out of Buyer's ownership of the Assets or its operation of the Station occurring on or after the Closing Date; and (c) all obligations and liabilities of Seller under the FCC Authorizations and all other governmental licenses, franchises and authorizations (if any) transferred to Buyer insofar as they relate to the time period on or after the Closing Date. All other obligations and liabilities of Seller, including but not limited to (w) obligations under any contract or agreement other than the tower lease; (x) any obligations under the tower lease and any FCC or other governmental authorizations relating to the time period prior to the Closing Date; (y) any claims or pending or future litigation or proceedings relating to the operation of the Station prior to the Closing Date; and (z) any other liabilities and obligations arising from Seller's operation of the Station prior to Closing Date, will remain and be the obligations and liabilities solely of Seller.

### ARTICLE III SELLER'S REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer, all of which will be true and correct at Closing:

3.1 **Organization.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Hawaii.

3.2 **Authorization.** The execution and delivery of this Agreement by Seller has been duly authorized by all necessary action on its part. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as enforceability may be limited

by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally, and equitable principles.

3.3 **No Defaults.** The execution, delivery and performance of this Agreement by Seller will not (a) conflict with any provision of the Seller's corporate organizational documents; (b) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any agreement, contract, note, bond, mortgage or other instrument or obligation to which Seller is a party or by which Seller or any of the Assets may be bound; (c) in any respect contravene or violate any law, statute, rule, regulation, order, injunction or decree of any federal, state or local governmental authority or agency known to and applicable to Seller or the FCC Authorization; or (d) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets.

3.4 **FCC Authorizations.** The FCC Authorizations listed in Paragraph 1.1(a) were each validly issued to Seller (or assigned to Seller pursuant to FCC consent) and are in full force and effect. None of the FCC Authorizations is subject to any restriction or condition not appearing on the face of the authorization or contained in FCC rules and regulations of general applicability which would limit the operation of the Station as presently authorized to operate.

3.5 **Title to and Condition of Personal Property.** Seller has good title to all Personal Property to be assigned and transferred to Buyer pursuant to this Agreement. None of the Personal Property will at Closing, be subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for liens for current taxes, to the extent applicable, and other governmental charges not yet due and payable. Any liens on any Personal Property will be discharged in full on or before the Closing Date.

3.6 **Contracts and Leases.** Seller's transmitter site lease has expired. Seller occupies the premises on a month-to-month basis. Neither the landlord nor Seller is, to Seller's knowledge, in any material default under the lease.

3.7 **Litigation and Compliance with Laws.** To Seller's knowledge, there is no litigation pending by or against or threatened against Seller which may adversely affect the FCC Authorization or any of the Assets or Seller's ability to perform in accordance with the terms of this Agreement. Seller is in compliance in all material respects with all governmental authorizations and all applicable federal, state and local laws, rules and regulations, applicable to the operation of the Station. However, the Station went dark on July 24, 2015. Seller has requested authority from the FCC to remain silent and does not intend, and will not be obligated to, resume operation prior to the Closing Date.

3.8 **Instruments of Conveyance; Good Title.** The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will be in a form sufficient to transfer to Buyer all rights and interests of Seller in the Assets free and clear of all debts, liabilities, obligations, liens, claims and encumbrances.

3.9 **Approvals.** No approval of any third party, governmental agency or court is required to be obtained by Seller with regard to the assignment of the FCC Authorization and other Assets except the approval by the FCC as provided herein.

3.10 **Brokers.** There is no broker or finder or other person engaged by Seller who would have any valid claim against Seller for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Seller. Seller will be responsible for any fee or other compensation due to any person or entity claiming compensation based on any action of Seller in which Buyer was not involved.

#### ARTICLE IV BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer makes the following representations and warranties to Seller, all of which will be true and correct at Closing:

4.1 **Organization.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

4.2 **Authorization.** The execution and delivery of this Agreement by Buyer has been duly authorized by all necessary corporate or membership action on its part. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally, and equitable principles.

4.3 **No Defaults.** The execution, delivery and performance of this Agreement by Buyer will not (a) conflict with any provision of the Articles of Incorporation or Bylaws or other organizational documents of Buyer, (b) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any material agreement, contract, instrument or agreement to which Buyer is a party or by which Buyer may be bound, or (c) in any material respect violate any law, statute, rule, regulation, order, injunction or decree of any federal, state or local governmental authority or agency applicable to Buyer.

4.4 **Brokers.** There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer. Buyer will be responsible for any fee or other compensation due to any broker or finder claiming compensation based on any action of Buyer which Seller was not involved.

4.5 **Qualifications as a Broadcast Licensee.** Buyer knows of no fact that would, under existing law and the existing rules, regulations and practices of the FCC, disqualify Buyer as the holder of the FCC Authorizations or require a waiver of any FCC rule or policy for Buyer to be approved to hold the FCC Authorizations. Buyer is financially and legally qualified under

FCC rules and regulations to be a licensee of a broadcast station including having at least eighty percent (80%) of its legal and beneficial ownership held by U.S. citizens. Up to and including the Closing Date, Buyer will take no action which it knows or has reason to know could cause any disqualification as the licensee of the Station under FCC rules and regulations; nor will Buyer take or fail to take action which would require a waiver of any FCC rule or policy for Buyer to be approved by the FCC to hold the FCC Authorizations.

## ARTICLE V FCC APPLICATION

5.1 **FCC Application.** The sale of the Assets from Seller to Buyer is contingent upon the approval of the FCC of the assignment of the FCC Authorizations to Buyer. Within seven (7) business days after execution of this Agreement, the parties will join together to file an application with the FCC requesting its consent to the assignment of the FCC Authorizations from Seller to Buyer (the "FCC Application"). The parties will diligently take, or cooperate in the taking of, all steps that are necessary or desirable to expedite the preparation, filing and good faith prosecution of the FCC Application, including promptly providing any information requested by the FCC; provided, however, that neither party will be required to participate in a trial-type hearing or judicial appeal in pursuit of a grant of the FCC Application.

## ARTICLE VI COVENANTS OF SELLER AND BUYER

6.1 **Post-Closing Covenants.** After the Closing, Seller and Buyer will each take such actions, and execute and deliver to each other, such further deeds, bills of sale, or other transfer documents as may be necessary to ensure, complete and evidence the full and effective transfer of title to the Assets to Buyer pursuant to this Agreement.

## ARTICLE VII CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or at Closing:

7.1 **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement will, without material exception, be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of such time.

7.2 **Covenants and Agreements.** Buyer will have performed all of its covenants and agreements required by this Agreement to be performed or complied with on or prior to the Closing Date, including, but not limited to, payment of the full amount of the Purchase Price.

7.3 **FCC Consent.** The FCC will have given its consent ("FCC Consent") to the assignment of the FCC Authorization to Buyer, without any conditions materially adverse to Seller; and only if a petition to deny or other objection was filed against the FCC Application,

such consent will have become final (i.e., no longer subject to any further administrative or judicial review) ("Final Order").

## ARTICLE VIII CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or at Closing:

8.1 **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement will, without material exception, be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of such time.

8.2 **Covenants and Agreements.** Seller will have performed all of its covenants and agreements required by this Agreement to be performed or complied with on or prior to the Closing Date.

8.3 **Third Party Consents.** The FCC Consent will have been obtained, without the imposition of any condition or change that is materially adverse to Buyer; and only if a condition of Buyer's funding or if a petition to deny or other objection was filed against the FCC Application, such consent will have become a Final Order.

8.4 **Transmitter Site Lease.** The Buyer will have been able to make reasonable arrangements for access to the Station's transmitter site.

## ARTICLE IX CLOSING

9.1 **Time and Place of Closing.** The closing ("Closing") of the sale and purchase of the Assets will be held at the offices of Fletcher, Heald & Hildreth, P.L.C., in Arlington, Virginia within ten (10) business days following the date upon which the FCC Consent has become effective, or, if applicable, within ten (10) calendar days following the date upon which the FCC Consent has become a Final Order. In the event the tenth day falls on a weekend or holiday, the Closing will be held on the first business day thereafter. If feasible and practicable, Closing will be held by facsimile and/or overnight delivery, without the parties personally present at the same location. Notwithstanding any other provision of this Agreement, Buyer will not be obligated to close the transaction prior to January 15, 2016; and Buyer's deferral of closing until any date up to and including February 1, 2016, will not be deemed a breach of this Agreement by Buyer or a reason standing alone for Seller to terminate this Agreement without closing. If the Closing Date is more than 90 days after grant of the FCC Consent, Seller and Buyer will cooperate in requesting from the FCC an extension of time to close.

9.2 **Deliveries by Seller.** At the Closing, Seller will deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer:

(a) A duly executed document assigning the FCC Authorizations to Buyer, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever.

(b) A bill of sale conveying to Buyer all right, title and interest of Seller in the personal property included in the Assets, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever.

(c) A certificate, dated as of the Closing Date, signed by an officer of Seller, certifying that all representations, warranties, covenants and agreements made by Seller herein are true and correct as of the Closing Date.

(d) A release of any interest of Seller in Seller's lease for the Station's transmitter site, if so requested by Buyer.

9.3 **Deliveries by Buyer.** At the Closing, Buyer will deliver to Seller the following in form and substance reasonably satisfactory to Seller:

(a) The full amount of the Purchase Price, less credit for the Deposit.

(b) A certificate, dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that all representations, warranties, covenants and agreements made by Buyer herein are true and correct as of the Closing Date.

(c) Appropriate assumption agreements pursuant to which Buyer will assume and undertake to perform Seller's obligations under the FCC Authorizations and any post-Closing obligations of Seller under the transmitter site lease (if Buyer assumes that lease).

## ARTICLE X INDEMNIFICATION

10.1 **Survival.** All representations, warranties, covenants and agreements of Seller and Buyer contained in this Agreement or in any related document will survive the Closing for a period of six (6) months.

10.2 **Indemnification of Buyer by Seller.** Seller agrees that it will indemnify and hold Buyer and its successors and permitted assigns harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, including without limitation liabilities for reasonable attorney's fees and disbursements ("Loss and Expense") suffered directly or indirectly by Buyer by reason of, or arising out of:

(a) 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 its liabilities or obligations arising out of or related to the Assets, and

(d) any litigation, proceeding or claim by any third party relating to the Assets or the Station prior to the Closing Date.

10.3 **Indemnification of Seller by Buyer.** Buyer agrees that it will indemnify and hold Seller and its successors and permitted assigns harmless from and against any and all Loss and Expense suffered directly or indirectly by Seller by reason of, or arising out of:

(a) 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,

(c) any failure by Buyer to pay or perform when due any of its liabilities or obligations arising out of or related to the Assets, and

(d) any litigation, proceeding or claim by any third party relating to the Assets or the Station on or after the Closing Date.

10.4 **Notices of Claims.** If Seller or Buyer believes that it has suffered or incurred any Loss and Expense, it will notify that other party promptly in writing and not later than thirty (30) days after expiration of the applicable time period specified in Section 10.1 above and also in a sufficiently timely manner to allow the indemnifying party to defend against the claim, describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense has occurred. If the indemnifying party does not defend a claim by a third party in a timely manner, the indemnified party may itself defend at the expense of the indemnifying party. If the indemnifying party does defend, the indemnified party may participate at its own expense. In the event that a third party claimant and the indemnifying party reach agreement on a settlement that includes a general release in favor of the indemnified party, but the indemnified party refuses to consent to the settlement, the indemnifying party may pay the amount that was agreed upon for the settlement and then will be released from any further indemnification obligation with respect to that claim.

## ARTICLE XI

## TERMINATION; LIQUIDATED DAMAGES

11.1 **Termination.** This Agreement may be terminated by the mutual consent of Seller and Buyer at any time or upon the occurrence of one of the following events prior to or on the Closing Date:

(a) by Seller, if not then in default, if Buyer is in breach in any material respect of any of Buyer's representations, warranties, covenants or agreements contained herein and fails to cure said breach within fifteen (15) days after written notification by Seller to Buyer; or

(b) by Buyer, if not then in default, if Seller is in breach in any material respect of any of Seller's representations, warranties, covenants or agreements contained herein and fails to cure said breach within fifteen (15) days after written notification by Buyer to Seller; or

(c) by either party, regardless of whether or not it is then in default, if the FCC denies or dismisses the FCC Application in an order which has become final or designates for hearing the FCC Application, or if the FCC revokes or cancels either of the FCC Authorizations.

11.2 **Liabilities upon Termination.** In the event this Agreement is terminated pursuant to Section 11.1 above, neither party hereto will have any further liability to the other under this Agreement, unless the termination occurs because of a breach by one party of its representations, warranties, covenants or agreements; provided, however, that the Deposit will remain non-refundable unless termination is because of Seller's sole default, and provided, further, that the obligations in Paragraph 12.9 hereof will remain in effect.

## ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 **Risk of Loss.** The risk of any loss, damage or destruction to any of the Assets from fire or other *force majeure* will be borne by Seller at all times prior to the Closing Date hereunder and by Buyer on and after the Closing Date. All operation and expense of the Station attributable to the time up to the Closing Date will be for the account of the Seller; all operation and expense on and after the Closing Date will be for the account of Buyer.

12.2 **Expenses.** Each party will pay the cost of its own counsel; and, except as otherwise provided herein, all other costs and expenses incurred in connection with this Agreement and the transactions contemplated herein will be paid by the party incurring such costs and expenses. All filing and any grant fees charged by the FCC in connection with this transaction will be paid by Buyer. Any sales or other tax levied on the Asset sale transaction will be divided equally between Seller and Buyer.

12.3 **Notices.** All notices and other communications hereunder must be in writing and will be deemed given when delivered by hand or mailed by registered, certified, or priority U.S. mail (return receipt requested), postage prepaid, to the parties at the following address (or at such other address for a party as is subsequently be specified by like notice). Notices will be effective upon hand delivery five (5) business days after the date of postmark if mailed.

(a) If to Buyer, to:

DTV America Corporation  
Attention: John N. Kyle, President  
13450 W. Sunrise Blvd., Suite 164  
Sunrise, FL 33323-2948

(b) If to Seller, to:

Science of Identity Foundation  
Attention: Jeannie Bishop, President  
P.O. Box 37789  
Honolulu, HI 96837-0789

12.4 **Assignment.** This Agreement and all of its terms will be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

12.5 **Governing Law.** Except to the extent governed by federal law, this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Delaware without regard to its laws pertaining to conflicts or choice of law. The parties agree to attempt reasonably to settle any dispute between them by alternative dispute resolution methods (e.g., mediation or arbitration) before initiating proceedings in a court of law.

12.6 **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together will constitute one and the same instrument, notwithstanding that each party may execute a different counterpart. This Agreement will be effective and legally binding upon delivery of facsimile signatures but may be cancelled by Seller if the Deposit is not timely delivered by Buyer to Seller.

12.7 **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings between the parties. This Agreement may not be amended except in writing signed by the party against which enforcement is sought.

12.8 **Buyer's Remedy of Specific Performance.** Each of Seller and Buyer acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of Seller and Buyer agrees that the Buyer will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement

and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, but a decree of specific performance will be in lieu of other remedies at law or in equity.

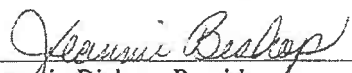
12.9 **Confidentiality.** Buyer and Seller each agree to use their best efforts to keep confidential (except for disclosure to attorneys, accountants, bankers, underwriters, investors, etc., as may be appropriate in furtherance of this transaction) all negotiations made between Buyer and Seller pursuant to this Agreement, and all information of a confidential nature obtained by it from the other in connection with this transaction, except for such disclosures as may be necessary in connection with the filing and prosecution of the FCC Application or documents required by Buyer to obtain financing. In the event that Closing is not held, each party will return to the other all documents and other materials received by it that were identified as confidential when provided and which contain information not publicly known or available.

12.10 **Headings.** The headings and captions in this Agreement are for the convenience of the parties only and are not to be interpreted as limiting the meaning of any of the provisions of this Agreement.


12.11 **Section 73.1150 Certification.** Prior to the Closing, control of the FCC Authorization will be the sole right and responsibility of Seller. After the Closing, control and operation of the FCC Authorization will be the sole right and responsibility of Buyer. Pursuant to Section 73.1150 of the FCC's Rules and Regulations, Seller hereby certifies that it will retain no right of reversion of the FCC Authorizations and no right to reassignment of the FCC Authorizations after the Closing Date.

**IN WITNESS WHEREOF,** Seller and Buyer have caused this Agreement to be signed by their respective duly authorized individuals as of the date first above written.

SCIENCE OF IDENTITY FOUNDATION (SELLER)

By:   
Jeanie Bishop, President

DTV AMERICA CORPORATION (BUYER)

By:   
John N. Kyle, President