

SUPERIOR COURT OF PENNSYLVANIA
Civil Docketing Statement

Filed 1/22/2019 9:01:00 PM Superior Court Eastern District
62 EDA 2019

Pursuant to Pa.R.A.P. 3517, you *must* complete this form in its entirety and return this form and attachments to the Prothonotary of the Superior Court by . A completed copy of this form *must* also be provided to each appellee. THIS FORM IS FOR CIVIL APPEALS ONLY, as indicated on the trial court docket and/or order from which you are appealing.

FAILURE TO COMPLETE THIS DOCKETING STATEMENT IN ITS ENTIRETY IN A TIMELY MANNER, WITH ALL REQUESTED DOCUMENTS ATTACHED, WILL RESULT IN DISMISSAL OF THE APPEAL.

A. CASE IDENTIFICATION

1. Case Caption: Luxury Asset v. Philadelphia Television Network
2. Superior Court Docket No: 62 EDA 2019
3. Party or parties filing appeal: Philadelphia Television Network, Inc.

* **Use the space provided and attach additional pages, if needed.**

B. TIMELINESS OF APPEAL (Check only those which apply and fill in the date(s))

- (✓) Date of judgment or order appealed from: November 19, 2018
- (✓) Date of Pa.R.C.P. 236 notice: November 20, 2018
- () Date praecipe for judgment filed:
- () Date judgment filed:
- (✓) Date notice of appeal filed: December 19, 2018
- Was reconsideration requested in the lower court? ☒ Yes ☐ No (date) As part of Petition to Strike
- Was it expressly granted? ☐ Yes ☒ No (date) Not ruled on

C. APPEAL FROM THE TRIAL COURT

1. Is the order appealed from a final, appealable order? ☐ Yes ☐ No
Specify rule and subsection governing finality (e.g. Pa.R.A.P. 301, 313, 341) and, if desired, any applicable case law.
2. If the order is not a final order:
 - a. Is the order appealable as of right under Pa.R.A.P. 311? ☒ Yes ☐ No
(specify which subsection) 311(a)(2) and also 311(a)(4)
 - b. Was permission to appeal granted pursuant to:
 - i. Pa.R.A.P. 1311? ☐ Yes ☐ No Misc. Docket No.
 - ii. Pa.R.A.P. 1501 *et seq.*? ☐ Yes ☐ No Misc. Docket No.
3. How have issues been preserved? (e.g. pre-trial motions, timely objection, motion to remove non-suit, petition to strike/open)

Order being appealed from was ex parte, so there was no opportunity to file a response or appear. Following the entry of that Order, PTNI has set out its contentions in (i) Petition to Strike 12/4/2018 and later Reply in Support of Same; (2) Response in Opposition to Emergency Petition filed after ex parte Order 12/10/2018; (3) 1925(b) Statement of Errors Filed.

D. RELATED CASES

List all related cases pending in any court (e.g. co-defendants, cross-appeal, cross-claims, counterclaims, bankruptcy proceedings or other appeals):

(Ex: Com v. Smith, 123 EDA 1997, CP-51-CR-1234567-1997)

Luxury Asset Lending v. Philadelphia Television Network, Inc., et al 30-2016-00880965-CU-BC-CJC, Orange County California

Docket No. of cross-appeal: _____

E. DESCRIPTION OF APPEAL (If necessary, attach additional pages for completion of 1 and 2)

1. Brief description of action and result below:

See Attached Page for E.1. Appeal is from the Ex Parte Order of 11/19/2018 Granting Non-Party Newport Investment Group, LLC's Emergency Petition to Appoint a Receiver. See continuation page.

2. Issues to be raised on appeal:

See attached continuation pages

HAVE YOU ATTACHED (failure to attach any of the following, without explanation, may result in sua sponte action by this Court, including dismissal of the appeal):

- | | |
|--|--|
| (1) trial court's judgment, order or decree from which this appeal is taken? | <input checked="" type="checkbox"/> Yes () No |
| (2) notice of appeal? | <input checked="" type="checkbox"/> Yes () No |
| (3) up-to-date trial court docket? | <input checked="" type="checkbox"/> Yes () No |
| (4) trial court opinion, if available? | N/A () Yes <input checked="" type="checkbox"/> No |

Signature	<u>/s/ Doron Alfred Henkin</u>	E-Mail Address	<u>dhenkin@henkinlaw.com</u>
Print Name	<u>Doron Alfred Henkin</u>	Atty. I.D. No.	<u>040650</u>
Address	<u>Radnor Financial Ctr Ste F200, 150 N Radnor</u>	Date	<u>1/21/2019</u>
	<u>Radnor, PA 190875252</u>		

Continuation Page for E1

The following is further response and related action discussion for item E1.

Background and Related Case Developments Leading up to the Order Being Appealed: Plaintiff Luxury Asset Lending (LAL) obtained a \$3.9 million California default judgment against appellant (PTN) and transferred that judgment to the court below on May 4, 2018, and then entered a purported stipulation on May 10, upon which the court entered it as an order on May 11. That order purported to permit a transfer of PTN's assets to Newport Investment Group, LLC (Newport) subject to approval from the Federal Communications Commission ("FCC") because PTN's primary asset is a low-power television broadcast license. PTN, not knowing of any of the preceding alleged facts and not having been given notice and opportunity to defend, and not having borrowed money from LAL and being unaware of any loan with LAL, discovered and unraveled the above, and believing same to be a fraudulent and void scheme that had no relation to PTN, filed opposition papers with the FCC to the transfer. On November 13, 2018, the FCC dismissed the transfer application to Newport, and ruled that the LAL purported loan papers, and their enforcement under the existing judgment and stipulation, violated FCC policy and rulings under the Federal Communications Act, prohibiting treatment of television licenses as collateral, judicial action enforcing or foreclosing on same, or passing of ownership to a purported lender/lender-assignee.

The Petition for Receivership and Entry of the Order Being Appealed: On November 19, 2018, Newport, filed an ex parte, emergency motion in the court below to appoint a receiver, which the court granted that day, and four days later Newport delivered a copy to PTN at its offices, which was the first court notice ever provided. Although the receivership is denoted as temporary, there are no further proceedings or opportunity for PTN to present its objections and be heard. PTN filed a Response in Opposition to the (already granted) Receivership Petition on the date shown on the Emergency Petition Cover Sheet, December 10, 2018, but that Response in Opposition was not assigned to any judge, and has not been acted upon.

PTN's Petition to Strike:

On December 4, 2018, PTN filed with the court below a Petition to Strike, Vacate, Reconsider or Stay as to all of the above orders and the May 10, 2018 stipulation, including opposition to the receivership and receivership order, and including seeking an order to vacate or stay the receivership order of November 19. In that Petition to Strike [and also in its Response in Opposition to the Receivership Petition], PTN set out contended that it was the victim of a continuing scheme of deliberate concealment, fraud, lack of notice and lack of due process, illegality, violations of rights of PTN's shareholders by interested party Glanton and other material defects, that there was no loan to PTN, that the underlying transactions were in fact a scheme to try to retrieve very large amounts of currency from Ghana that had nothing to do with PTN, followed by a scheme to tag PTN with the losses when that scheme failed. PTN set out that these and other defects rendered the California judgment, the domesticated judgment, the stipulation and the orders of May 11 and November 19 null and void, or

alternatively that they should be opened, and that the receivership being appealed from here should be vacated for these and additional reasons.

On December 28, 2018, Judge Anders granted a Rule to Show Cause why PTN's Petition to Strike should not be granted, scheduled to be heard on February 6, 2018, and since reassigned to Judge Wright.

On January 22, 2019, Judge Wright entered an Order granting PTN's Emergency Motion for Stay, which Motion sought, inter alia, to prevent sale of PTN's assets in the interim by the receiver. The Order further states that all matters are stayed pending resolution of this appeal. It appears on an initial reading, that the effect of this Order would include postponement of the February 6 hearing on PTN's Petition to Strike.

Related Proceedings before the FCC. Following the trial court's granting of the receivership order, and before the entry of stay by Judge Wright, the FCC placed the license in the control of the receiver, apparently by ministerial act, whereupon PTNI filed a Petition for Reconsideration before the FCC. The status of that Petition is now somewhat unclear in light of the government shutdown and Judge Wright's Order of January 22, 2019.

In addition to the above, Newport filed suit in 2018 against the shareholders and officers of PTN and against the son of one shareholder and the lawyer of another in the Superior Court of California contending primarily that PTN's resistance before and in connection with the FCC was actionable. The defendants have removed that action to the United States District Court for the Central District of California, and have filed there a motion to dismiss for lack of subject matter jurisdiction, violation of the absolute privilege to participate before the FCC and California's anti-SLAPP statute, and other grounds. Newport has filed a motion to remand to Superior Court, both motions remain pending. PTN and Glanton are not named parties.

Other than purportedly signing the May 10 Stipulation and applications before the FCC, co-defendant Glanton has not taken action or filed motions, responses or answers in the case.

PTN is uncertain about the roles of Luxury and Newport in this case. Luxury is and remains the only named plaintiff, but Newport is the acting participant that filed the Emergency Petition to Appoint a Receiver. At today's hearing of January 22, 2019, counsel for "plaintiff" would not state whether he represented Luxury or Newport or both, contending he represents "Plaintiff" being Newport, assignee of Luxury. PTNI submits this a non-existent designation, and submits that the Receivership Order is further in error for having been brought and prosecuted by Newport but under the docket and party name of Luxury.

Continuation of Page E2

1. PTN submits that the receivership order was an abuse of discretion, and should be vacated because the Emergency Petition and its supported materials were insufficient to meet the requirements under Pa R. Civ. P. 1533 and Pennsylvania case law to establish or continue a

receivership by *ex parte* order, or to authorize order the receiver to obtain control of PTN's broadcast license and to seek FCC approval for a transfer of PTN's broadcast rights to a buyer from the receiver of PTN's assets, and the receivership order further fails to meet the other requirements of Pa R. Civ. P and governing case law as to receiverships.

Subsidiary questions are:

- (a) Whether the receivership order should be vacated or reversed due to the lack of emergency or exigent circumstance, or due to the lack of sufficient record evidence thereof, or due to PTN's lack of opportunity to object or present evidence as to the lack of emergency or exigent circumstance, and because a receivership was not necessary to save the property from injury, threatened loss or dissipation, and because there was and remains no imminent or material risk PTN would lose its license.
- (b) Whether the receivership order should be vacated or reversed because the Receivership Order did not provide for consideration of PTNI's response to the Petition, or under any Rule to Show Cause, or provide for a record and consideration of PTNI's contentions, such as raised in PTNI Response in Opposition and in its Petition to Strike and Reply in Support of Petition to Strike?
- (c) Whether it improper and also an abuse of discretion for the receivership order to authorize a sale of PTNI's assets by the receiver, which is effectively a judicial sale, without determining the existence of or preserving the lien and other payment rights of the other creditors against PTNI and against PTNI's assets, or providing any mechanism to address their rights, and without making any finding that there is "reasonable prospect that a surplus will be left to be distributed among general creditors before such a sale is ordered"?
- (d) Should the trial court's Order be vacated and was the appointment of a receiver in error because the Petition for Appointment of a Receiver was improperly brought by a non-plaintiff and non-party, Newport Investment Group, LLC, which procedure fails to comply with Pa. R. Civ. P 1533, which governs requirements for receivers appointed for "plaintiff" and upon "plaintiff's" bond, and also fails to comply with Pa. R. Civ. P 2002 and 2352, which require that actions be brought by the real parties in interest as parties, and by commencement or substitution as a named party plaintiff?
- (e) Should the trial court's Order be vacated and was the appointment of a receiver improper, because there was no lien being enforced thereby, there being no real estate that was subject to judgment, no writ of execution on any attachable personal property, and no ability under the Federal Communications Act and federal law to hold a lien by collateral agreements or financing statements or any enforcement of same on PTNI's license and broadcast rights.

- (f) Was it an abuse of discretion to appoint a receiver when Newport Investment Group, LLC's rights against defendant PTNI are not "free from doubt" and because there are other "safe, expedient, adequate and less drastic remedies" available?
- (g) Should the trial Court's Order be vacated and was it improper and a violation of due process for Newport Investment Group, LLC to seek and obtain an *ex parte* receivership and sale order, without sending contemporaneous notice to PTNI's known business address?
- (h) Was it improper and an abuse of discretion for the Receivership Order to authorize an out-of-court sale without providing for any review or approvals or consideration of the terms or methods of such sale, or as to any proposed buyer, other than the approval of Newport Investment Group, LLC, and without specifying provisions for reporting, appraisal and inventory, compensation, reporting, determination of claims, method for realizing value, determination of recommendations and methodology for sale or liquidation as required by 15 Pa. R.Civ.P. § 1533(e), (f), and (g); and (iv).
- (i) Should the receivership order be vacated and was the appointment of a receiver improper, and an abuse of discretion, because the irreparable harms to PTNI outweighed any harms to Newport Investment Group, LLC, through the loss to PTNI and its shareholders and other creditors, of all of PTNI assets at unknown and unsupervised terms by the receiver, and with no showing that the receiver will be disinterested or fairly consider the rights of all interested persons.
- (j) Was it error to appoint a receiver without requiring a bond, when that appointment was made on the basis of alleged exigency, and done *ex parte* and without prior notice or hearing to Philadelphia Television Network, Inc., and when bond in such circumstances is required by Pa R. Civ. P. 1533 (a), and was it error to appoint and keep the receiver in place, without determining and setting an amount of bond, when setting of bond by court is required under Pa R Civ P 1533 (d)?

2. PTN submits that the receivership order must be reversed, and was in legal error, or in the alternative that there was an abuse of discretion, in that the Court appears to have erroneously relied on Newport's false representation to the Court of the text and meaning of the FCC ruling of November 13, 2018, and of applicable federal law, or on its own erroneous interpretation of that ruling and of applicable federal law, including

(a) the misrepresentation or erroneous interpretation that the FCC ruling or federal law required, authorized or gave approval for a transfer to the receiver or of a sale by the receiver of PTN's assets and broadcast rights;

(b) the omission by Newport and the failure of the court to apply the portions of the FCC ruling holding that the existing court enforcement actions, loan documentation, stipulation and judgments were illegal and void under federal law, because they cannot grant, pledge, enforce or foreclose upon a broadcast license as security or collateral and because broadcast license rights cannot be transferred to a lender or its assignee; and

(c) the resulting misimpression and misconstruction of the FCC ruling and of federal law that ruling's reference to receiverships was an endorsement of immediate receivership for PTNI based on the existing judgments and stipulations, when on the contrary the FCC ruling of illegality of the underlying judgment, enforcement and instead suggest and should be read to require fresh and plenary merits proceedings in applicable state courts, that might possibly be done free of the illegality and taint of the existing ones.

3. Was it improper to grant the receivership order, when the purported "stipulation" of May 10, 2018 and also the purported "agreements" on which they were based themselves violated the Federal Communications Act and federal law and policy, by purporting to pledge and collateralize FCC license rights to a purported lender or its assignee, and also by purporting to transfer PTNI's assets without prior FCC approval.

4. Was it improper to grant the receivership order when the transferred default judgment and the alleged stipulation that was the basis for the court's orders were [based on] invalid, fraudulent, largely undocumented, unenforceable, unauthorized, and undisclosed alleged "loan" "agreements" – when there was never any loan to PTNI and no proceeds went to PTNI, but instead a secret and fraudulent scheme to fund improper currency movements, transfers and activities in Ghana of purported Libyan oil money, and thereafter to conspire to take all of PTNI's assets, and get Glanton out of personal bankruptcy when that scheme failed?

5. Should the trial court's receivership order be vacated and was it improper to grant the receivership order when the purported underlying "agreements" between Luxury Asset Lending or Newport Investment Group, LLC and PTNI and the purported stipulation with PTNI's former officer Richard Glanton were the concealed, unauthorized, self-interested acts of a minority-interest shareholder in which the "lenders" actively participated, that were also contrary to and in breach of PTNI's bylaws, shareholders agreement, and Pennsylvania corporate law protecting shareholders against transfers of corporate assets and transfers for self-interested parties?

6. Should the trial court's Order be vacated and was it improper for Newport to seek the receivership order because it was based on false statements by Newport in the Receivership Petition that Richard Glanton was the majority shareholder in PTNI, when in fact he owned only 425 out of 946 issued shares of PTNI.

7. Should this Court's Order be vacated and was it improper and a violation of due process for Newport Investment Group, LLC to obtain a receivership and sale order based on invalid

default judgment, orders and filings in California and Pennsylvania, none of which were noticed to or served upon PTNI at its true business address known to Luxury Asset Lending and Newport Investment Group, LLC, and which lack of notice deprived PTNI of knowledge of same and fair opportunity to defend, rendering such purported judgments, orders and filings null and void and non-compliant with requirements of due process, and notice requirements for defaults and default judgments in California and Pennsylvania, and as those protections are also further incorporated and enforced by case law under 42 Pa.C.S. § 4306, and also because Luxury Asset Lending's certifications to the Courts in California and Pennsylvania were untrue and known to be untrue as to PTN's last known business address.

8. Should the court's order be vacated and was the appointment of a receiver improper, because the underlying transferred judgment could not have been properly entered before this Court in favor of Luxury Asset Lending, LLC, given that, on the face of those papers, the judgment had already been purportedly assigned to Newport, and that Luxury there was not the applicable "judgment creditor" as is required by 42 Pa. C.S. § 4306?

9. Should the court's order be vacated and was the appointment of a receiver improper because Newport Investment Group, LLC did not exist at the time of the purported assignment to Newport, or at the time of this Court's prior Orders of May 4 and May 10, 2018, being formed as a California LLC only on July 25, 2018?

Law Offices of Doron Henkin
 By: Doron A. Henkin, Esq.
 Attorney ID No. 40650
 150 N. Radnor-Chester Road, Suite F200
 Radnor, PA 19087
 Telephone No.: 610-977-2083
 Attorney for Philadelphia Television Network, Inc.

*Filed and Attested by the
 Office of Judicial Records
 19 DEC 2018 08:12 am*



COURT OF COMMON PLEAS
 OF PHILADELPHIA COUNTY

LUXURY ASSET LENDING, LLC	:	
	:	
	:	
v.	:	
	:	MAY TERM, 2018 No. 00074
PHILADELPHIA TELEVISION	:	Docket No. 180500074
NETWORK, INC., et al	:	
	:	
Defendants	:	

NOTICE OF APPEAL

Notice is hereby given that Defendant Philadelphia Television Network, Inc. above named, hereby appeals to the Superior Court of Pennsylvania from the order entered in this matter on the 19th day of November, 2018, granting Plaintiff's Emergency Petition for Appointment of Receiver. The order has been entered on the docket on that date, as shown on the docket entries. There is no transcript of proceedings.

Dated: December 19, 2018.

Doron A. Henkin, Esq.
 Counsel for Defendant
 Philadelphia Television
 Network, Inc.
 Attorney I.D. No. 40650
 Law Offices of Doron Henkin
 150 N. Radnor-Chester Road, F200
 Radnor, PA 19087

LUXURY ASSET LENDING, LLC	:	
	:	COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
	:	
	:	
v.	:	
	:	MAY TERM, 2018 No. 00074
PHILADELPHIA TELEVISION	:	Docket No. 180500074
NETWORK, INC., et al	:	
	:	
Defendants	:	

CERTIFICATE AND PROOF OF SERVICE

I hereby certify that I am this 19th day of December, and upon acceptance of filing, serving the foregoing Notice of Appeal upon the persons and in the manner indicated below which service satisfies the requirements of Pa.R.A.P. 121. There is no transcript of proceedings.

Service by first class mail (and also electronically through the court's e-file system) as follows:

Nicholas D. Krawec, Esq.
Suite 2200 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
Counsel for plaintiff and assignee
Newport Investment Group, LLC

Laurence A. Mester, Esq.
Mester & Schwartz, PC
1333 Race Street
Philadelphia, PA 19107
Counsel for Petitioner

Service by first class mail as follows:

Richard Glanton

26 Snowden Lane
Princeton, NJ 08540
Defendant, Pro Se

Service by hand delivery and first class mail as follows:

Judge Paula A. Patrick
City Hall, Room 481
Philadelphia, PA 19107

Dated: December 19, 2018



Doron A. Henkin, Esq.
Counsel for Philadelphia Television
Network, Inc.
Attorney I.D. No. 40650
Law Offices of Doron Henkin
Radnor Financial Center
150 N. Radnor-Chester Road, F200
Radnor, PA 19087
Tel: 610 977 2083
Email: dhenkin@henkinlaw.com

IN THE SUPERIOR COURT OF PENNSYLVANIA

Luxury Asset Lending, LLC : 62 EDA 2019

v.

Philadelphia Television Network, Inc. and Richard H. Glanton

Appeal of: Philadelphia Television Network, Inc.

PROOF OF SERVICE

I hereby certify that this 22nd day of January, 2019 , I have served the attached document(s) to the persons on the date(s) and in the manner(s) stated below, which service satisfies the requirements of Pa.R.A.P. 121:

Nicholas D. Krawec
Served by eService nkrawec@bernsteinlaw.com
Suite 2200 Gulf Tower 707 Grant Street Pittsburgh, PA 15219
412--456-8103 Representing Appellee Luxury Asset Lending, LLC

Richard Glanton, Pro Se
26 Snowden Lane
Princeton, NJ 08540
First Class Mail, Postage Prepaid
Telephone Number Unknown

/s/ Doron A. Henkin

Doron A. Henkin
Law Office of Doron Henkin
Attorney Reg 40650
Radnor Financial Ctr Ste F200
150 N Radnor Chester Rd Radnor, PA 19087-5252

IN THE SUPERIOR COURT OF PENNSYLVANIA

Luxury Asset Lending, LLC : 62 EDA 2019
v. :
Philadelphia Television Network, Inc. and Richard H. :
Glanton :

Appeal of: Philadelphia Television Network, Inc.

PROOF OF SERVICE

I hereby certify that this 22nd day of January, 2019, I have served the attached document(s) to the persons on the date(s)
and in the manner(s) stated below, which service satisfies the requirements of Pa.R.A.P. 121:

Service

Served: Nicholas D. Krawec
Service Method: eService
Email: nkrawec@bernsteinlaw.com
Service Date: 1/22/2019
Address: Suite 2200 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
Phone: 412--45-6-8103
Representing: Appellee Luxury Asset Lending, LLC

Served: Richard H. Glanton
Service Method: First Class Mail
Service Date: 1/22/2019
Address: 26 Snowden Lane
Princeton, NJ 08540
Phone: --
Pro Se: Participant Richard H. Glanton

IN THE SUPERIOR COURT OF PENNSYLVANIA

/s/ Doron Alfred Henkin

(Signature of Person Serving)

Person Serving: Henkin, Doron Alfred
Attorney Registration No: 040650
Law Firm:
Address: Radnor Financial Ctr Ste F200
150 N Radnor Chester Rd
Radnor, PA 190875252
Representing: Appellant Philadelphia Television Network, Inc.

NEWPORT INVESTMENT GROUP,
LLC, Assignee of LUXURY ASSET
LENDING, LLC,

Plaintiff/Petitioner

v.

PHILADELPHIA TELEVISION
NETWORK, INC., et al.

Defendants

Philadelphia County
Court of Common Pleas

May Term 2018

No. 000074

AND NOW this 19th day of November 2018, upon consideration of

Plaintiff's Emergency Petition for Appointment of Receiver, it is hereby:

ORDERED AND DECREED that the Petition is **GRANTED**.

1. Joseph Bernstein of Spina & Company ("Receiver"), located at 2220 Fairmount Ave, Philadelphia, PA 19130, is hereby appointed receiver for all assets and license rights of the Defendants, Philadelphia Television Network, Inc. and Richard H. Glanton (the "Receivership Property"), more particularly as set forth below.

2. The Receiver is granted the full power and authority usually held by receivers in the Commonwealth of Pennsylvania and necessary to accomplish the purposes of the receivership including, but not limited to, the following rights and powers, as may be exercised in the Receiver's reasonable discretion to the extent necessary to protect the Receivership Property and/or to maximize the value of the Receivership Property: To immediately enter on and take exclusive control and custody of all the property, assets and license rights of Defendants PTN and Richard H. Glanton, including without limitation all cash (notes and coins), leases, rents, issues, earnest

Luxury Asset Lending, L-ORDER



18050007400017

money and security deposits, profits and other incomes, purchase contracts, dealer agreements and/or leases, rental payments, lease payments, late payments, rent rolls, insurance payments, condemnation awards, accounts receivable, bank accounts, operating accounts, records, files, reports, studies, options, contracts, agreements, permits, licenses, taps, checks, drafts, notes, documents, equipment, machinery, furniture, appliances, tools, trade fixtures, goods, replacements, substitutions, additions, parts, accessories, fixtures, supplies, construction materials, goods, inventory, tax refunds, url, domain names, and other things and articles of any and all types and kinds, and specifically including PTN's broadcasting license under WEEG-LD, Facility ID: 167606, FRN: 0007622624, (collectively "Receivership Property") with full power and authority, as receiver, to take the same into his possession and to incur expenses as may be necessary or advisable in connection therewith; to transfer or sell said assets or any part thereof; and to deal generally with assets and rights as this Court from time to time may order; to bring suit for, collect, receive, and to take into his possession all the Receivership Property; to institute, prosecute, compromise, or defend suits and actions at law or in equity relating to the Receivership Property; to settle, compound, or make allowance on any debt now due or owing to PTN as he may deem advisable or proper, subject to the further authorization of this Court; and to use and exercise all authority usually granted to receivers in the operation and management of business of the kind and character of PTN; that the Court further enjoins the officers, managers, agents, and employees of PTN, and all other persons interested in PTN or its business, from interfering with, transferring, selling, or disposing of any of the property or income of PTN, or from taking possession of or levying upon or attempting to sell or dispose of, in any manner, any part of the property of PTN, including but not limited to canceling or otherwise terminating, altering or changing any insurance policies covering all or any part of the Receivership Property;

that said receiver shall have such other and further powers as the Court by its order from time to time may grant.

3. As part of the authority granted to the Receiver by this Order, the Receiver is specifically authorized to take any and all necessary actions to:

- a. immediately file Form 316 with the FCC in order to effectuate the transfer of PTN's FCC License in compliance with the FCC's Letter Order to the Receiver to hold on a temporary basis pending disposition of station assets and permitting the Receiver the operating authorization to accompany the assets pending ultimate passage of all assets to a qualified buyer;
- b. immediately request from the FCC that the Receiver retain exclusive access and control to PTN's FRN through the FCC's online filing databases CDBS and LMS system for WCFG-LD, Facility ID: 167606 in order for the Receiver to control all FRN filings with the FCC;
- c. immediately take control of all of Philadelphia Television Network, Inc.'s non-licensed assets, including, but not limited to: tower broadcasting equipment, tower lease, station records, programming files and related materials; and
- d. immediately take any necessary steps to complete the transfer of PTN's licensed (upon FCC approval) and non-licensed assets into the Receiver's control in order to effectuate the Transfer Order in accordance with the direction provided in the FCC Order

4. Receiver is authorized to take such action as the Receiver deems reasonable and necessary to preserve, enhance and/or otherwise prevent further dissipation or waste of the Receivership Property.

5. The Receiver is granted the power to execute and prepare all documents and perform all acts in the name of PTN or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing and controlling the Receivership Property or which are necessary or incidental to carrying out the powers granted herein.

6. Receiver is authorized to institute and prosecute all legal proceedings (a) to protect the

Receivership Property; (b) to recover possession of the Property; (c) to collect rents, income and profits derived from the Receivership Property; and (d) to otherwise fulfill the duties of the Receiver. The foregoing authorized legal proceedings shall include, without limitation, any initial or ancillary proceedings before the Federal Communications Commission in Washington D.C., California, and State Courts in Pennsylvania as are necessary to preserve and protect the Receivership Property.

7. To take possession and control of all the books, records, correspondence, insurance policies, and accounts of PTN which dispose or refer to the FCC License, tower leases, broadcast equipment, assets, rents, profits or income, and/or liabilities pertaining to the Receivership Property, whether in the possession and control of PTN or its agents, servants, managers, members, officers, directors, or employees of PTN.

8. To hire, employ, and retain any person, firm, attorneys, certified public accountants, investigators, security guards, consultants, management companies, brokers and any other personnel, employees or professionals as are reasonably necessary to represent, advise and assist the Receiver in respect to the Receivership Property.

9. To apply, obtain and pay any reasonable fees for any lawful license, permit or other governmental approval relating to the Receivership Property or the operation thereof, confirm the existence of and, to the extent permitted by law, exercise the privileges of any existing license or permit or the operation thereof, and do all reasonable things necessary to protect and maintain such licenses, permits and approvals.

10. Subject to the written approval of Plaintiff, Receiver is authorized (a) to list or market for sale the Receivership Property; and (b) to enter into agreements to sell the Property.

11. Receiver is authorized to keep the Receivership Property insured against loss, casualty, fire

damage, water damage or public liability.

12. Receiver is authorized to pay taxes, assessments and water and sewer and and otherwise deliver any reasonable and necessary payment to avoid the imposition of a municipal or other lien or encumbrance upon the Receivership Property.

13. Receiver may deposit all monies received and, after paying the expenses for management and care of the Property, promptly deliver the balance to Plaintiff.

14. On a monthly basis, to pay reasonable compensation for services as Receiver, including professional services Receiver deems necessary to retain, at the rates that may be agreeable for payment by Plaintiff, and to reimburse Receiver for customary actual expenses incurred therewith.

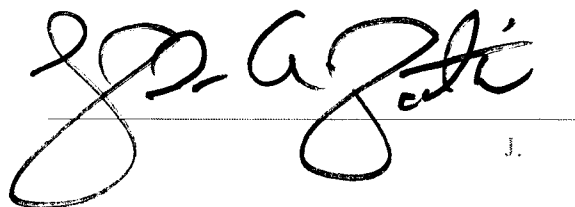
15. Receiver and any other party in interest may at any time, and upon proper notice, apply to this Honorable Court for further or other instructions and for further power necessary to enable the Receiver to fulfill its duties as receiver.

16. Defendants and any individual(s), entities or other persons in possession or control of the Receivership Property are directed to immediately turnover, relinquish and abandon possession or control of the Receivership Property to the Receiver.

17. This Order shall not impose upon the Receiver any liability for any claims, actions or causes of action arising out of or relating to events or circumstances occurring prior to the appointment of Receiver. The Receiver shall not be deemed in any way to be an owner of the Defendants or their assets. If the Receiver shall have acted in accordance with the terms and conditions of this Order, the Receiver shall have no liability as to any claims, actions, or causes of actions of any third parties who have, or would have, claims against the Defendants. In no event shall the Receiver, his employees and/or counsel be liable to anyone for good faith compliance with their duties and responsibilities, nor shall the Receiver, its employees and/or counsel be liable

to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence or reckless disregard of their duties.

BY THE COURT:



J.