

PATRICK



COMMUNICATIONS

10320 Little Patuxent Parkway
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COLUMBIA, MD 21044
(410) 799-1740
www.patcomm.com

October 3, 2018

PERSONAL & CONFIDENTIAL

Mr. Eugene Cliett
President
Philadelphia TV Network
2 Johns Lane
Lafayette Hill, PA 19444

Re: Engagement Agreement for WFG-LD
Philadelphia, Pennsylvania

Dear Mr. Cliett:

This letter shall serve to confirm our agreement with regard to Patrick Communications, LLC ("Broker") and the brokerage commission due Broker should Philadelphia TV Network (the "Seller") consummate a transaction to sell WFG-LD Philadelphia, Pennsylvania, (the "Station"). For the purpose of this Agreement, in addition to Philadelphia TV Network the definition of "Seller" shall include any other related or commonly-owned entities selling Station assets, or ownership interests therein. For purposes of this agreement, "Station Assets" is defined as assets of the Seller which are used directly in connection with Station operation, including ownership interests in that portion of real property on which Station equipment is installed permanently.

This is an exclusive agreement and Broker acknowledges that Seller alone can accept or reject offers at its discretion for the sale of the Station as well as set the terms for the transaction. Seller agrees to provide Broker with all leads or contacts concerning the sale of the Station. All materials provided to Broker by Seller shall remain proprietary and confidential to Seller. In the event of termination of this Agreement, Broker shall return all materials on the Station to Seller without retaining any copies.

Broker shall not disclose any information or contact any potential buyer ("Buyer" or "Buyers") regarding the Station to Buyer without prior approval of the Seller.

Mr. Eugene Cliett
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Broker shall cause any Buyer to execute a Confidentiality or Non-Disclosure Agreement approved by Seller prior to providing information to a Buyer. All materials and offering memorandums provided to Buyer shall be pre-approved by Seller

Seller shall pre-approve the offering memorandum, the CA agreement and the list of parties to be contacted

This engagement agreement shall remain in effect for one (1) year from the date this letter is executed by Seller. The agreement may be extended with a written agreement by both parties. The agreement may be canceled with thirty (30) days written notice from Seller to Broker sent certified mail return receipt requested, with the thirty (30) day period commencing upon the postmark date. In the event of cancellation or expiration of the agreement, Seller agrees to protect Broker for any potential purchasers of the Station (each, a "Buyer") produced by Broker for consideration by Seller for a period of one (1) year. Upon termination or expiration of the agreement, Broker shall provide Seller with a list of protected parties.

Upon the sale of the Station, Seller agrees to pay Broker a commission of five percent (5.0%) of the total consideration paid for the Station.

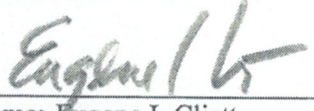
The total consideration for the Station shall include all monies that a Buyer pays to Seller, whether in cash, promissory notes, or assumed obligations, and will include any payment made for assets owned by a related party to this transaction, but transferred to the Buyer in connection with this sale. Payment is also due whether the purchase is of assets or stock interests. This commission shall be paid in full by cashier's check or wire transfer upon the closing of the transaction and receipt of funds from Buyer to Seller. In the event that an Asset Purchase Agreement is executed between Seller and a Buyer produced by Broker during the term of this agreement, or a protected party during the subsequent protection period, the commission will be due Broker regardless of the date of closing. Broker shall submit its list of protected parties which shall have been previously approved by Seller, the approval of which shall not be unreasonably withheld.

Broker is an independent contractor under the terms of this Agreement. Seller is not responsible for any federal or state tax withholding on any payments made by Seller to Broker. In the event that Broker is required to pursue legal action to collect any monies due it under the terms of this Agreement, Broker will be entitled to all costs of collection, including reasonable attorney's fees. The Broker may advertise this sale once the filing with the FCC has occurred.

Mr. Eugene Cliett
Philadelphia TV Network
October 3, 2018

Both parties, by signing below, acknowledge their authority to execute this Agreement.
Agreed and Accepted by:

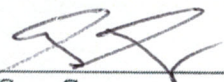
SELLER: Philadelphia Television Network, Inc.



Name: Eugene L Cliett
Title: President

10/3/18
Date

BROKER: Patrick Communications, LLC



Name: Greg Guy
Title: Managing Partner

10/4/18
Date

Spina & Company, LLC

2220 Fairmount Avenue
Philadelphia, PA 19130
Phone (215) 235 5015
F (215) 235 5070

Joseph R. Spina, CPA
Joseph L. Bernstein

January 2nd, 2019

Patrick Communications,
C/O Greg Guy,
10320 Little Patuxent Parkway,
Suite 200,
Columbia, MD 21044

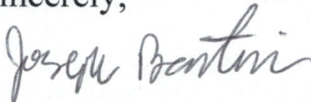
RE: WFGF

Mr. Guy,

As Court appointed Receiver in the matter involving WFGF, I must advise you that Eugene Cliett is no longer the decision maker and no longer in possession of the asset to be sold. As such, your brokerage agreement with Eugene Cliett is no longer valid or enforceable.

Out of an overabundance of caution, pursuant to your Brokerage agreement with Eugene Cliett, please consider this letter your notice of written cancelation from Seller to Broker, sent certified mail return receipt. The 30-day period will commence from the postmark date of January 2nd, 2019.

Sincerely,



Joseph Bernstein,
Court Appointed Receiver

Enclosure: Engagement Agreement for WFGF-LD Philadelphia, Pennsylvania

Sent Via Certified Mail Return Receipt