

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re: Application of:)
)
PHILADELPHIA TELEVISION NETWORK, INC.) File No. BALDTL – 20181120AAT
) Facility ID: 167606
For Consent to an Involuntary Assignment)
of License of Low Power Television Station)
WEFG-LD, Philadelphia, Pennsylvania, to)
Joseph Bernstein, as Receiver)

To: Secretary
Attention: Video Division, Media Bureau

COURT APPOINTED RECEIVER JOSEPH BERNSTEIN'S
OPPOSITION TO PETITION FOR RECONSIDERATION

Joseph Bernstein, duly appointed Receiver (“Receiver”) by the Philadelphia County Court of Common Pleas (“Pennsylvania Court”)¹ (“Receiver Order”) and Licensee of the above-captioned Low Power Television Station WEFG-LD, Philadelphia, Pennsylvania (the “Station”), by and through his attorneys pursuant to Section 1.106(b) of the Commission’s Rules, 47 C.F.R. § 1.106(b), hereby opposes the Petition for Reconsideration (the “Petition”) of the above-captioned assignment application granted by the Federal Communications Commission (“Commission”) on November 28, 2018 (“Grant”). The Petition², filed by Philadelphia Television Network, Inc. (“PTNI”), a minority shareholder (Eugene Cliett) of PTNI, and DSP Investors, LLC, which Receiver believes is a former lender (“Petitioners”), does not offer any material argument or evidence to establish that the Grant of the involuntary assignment by the Commission was erroneous. While Receiver was not a party to

¹ See November 19, 2018 Order of the Philadelphia County Court of Common Pleas appointing Receiver (“Receiver Order”) attached to the Involuntary Assignment Application.

² The Petition was filed on December 21, 2018. On January 2, 2019, Petitioners filed “A Supplement to Petition for Reconsideration (“First Supplement”). On January 28th, just two days ago, the Petitioners submitted yet another supplement to the Petition (“Second Supplement to Petition for Reconsideration”) (the “Second Supplement”) (the Petition, the First Supplement and the Second Supplement collectively referred to as the “Petition”).

the state and Federal actions ultimately giving rise to the receivership, a cursory review of pleadings filed by Petitioner in connection with the former pending application for assignment of the Station to Newport Investment Group, LLC (File No.: BALDTL-20180502ACB) (the “Prior Application”), shows that the Petition repeats (and repeats) statements and claims relating to the underlying case and final judgment from the State of California. Except to the extent that the Commission found in its November 13, 2018 letter denying the Prior Application³ that the loan documentation at issue in the California case impermissibly granted a security interest in the FCC license for the Station, the California final CA Judgment (the “Final CA Judgment”) *is not at issue before the FCC* at this time. This failure to establish any material error by the FCC in the Grant and only arguing facts known and argued previously in connection with the Prior Application (and apparently multiple state courts and the Federal Bankruptcy Court over the last several years) demonstrates that the Petition must be dismissed or denied.

BACKGROUND

The above captioned Form 316 application for the involuntary assignment of the Station License (“Involuntary Assignment Application”) was filed following the explicit instructions of the Commission to do so in its Letter Order dated November 13, 2018 following an exhaustive seven (7) month pleading cycle with the Prior Application.⁴ The Commission, in its Letter Order, specifically “**encouraged**” Newport to “take the necessary steps to permit Commission action” and expressly noted that Newport “needed to file an FCC Form 316 sending the license to a court-appointed

³ See Commission’s November 13, 2018 Letter Order (“Letter Order”), attached to the Petition as Exhibit A, dismissing the Prior Application.

⁴ Although all of the original loan documents and all subsequent State and Federal Court Orders dating back to 2016 included the language “to the extent assignable” and “upon FCC approval” in reference to the Station license as Security for the loans, the Commission nonetheless concluded that it was improperly allocated as collateral. Luxury Asset Lending, LLC (“Lender”) assigned its rights and interests in the California Judgment to Newport Investment Group, a Montana limited liability company duly formed and organized on September 20, 2016 and Registered in California on July 25, 2018 (“Newport”). For convenience of reference, the Lender and Newport may be collectively referred to herein as Newport.

trustee, receiver, or debtor-in-possession.”⁵ The Involuntary Assignment Application was filed and granted after the grant of the Receiver Order that the Commission itself *directed* Newport to obtain. There was no error or omission on the part of the FCC nor any new facts that magically came to light in the mere *two weeks* between the issuance of the Letter Order, Receiver Order, and Grant. Receiver is the current licensee of the Station and, despite subsequent and ongoing efforts by PTNI before the Pennsylvania Court, the Receiver Order has not been overturned. As current FCC licensee of the Station, Receiver has the right to operate and make day to day decisions pertaining to the Station.⁶

THE PETITION FAILS ON THE MERITS

The Commission will consider a petition for reconsideration only when the petitioner shows a material error in the Commission’s original order or raises additional facts not known or existing at the time of the petitioner’s last opportunity to present such matters.⁷ The *ad nauseam* regurgitation of claims littering the Petition has nothing to with Letter Order or Grant and relates only to the state and federal court matters already adjudicated. Indeed, it appears that the Petition is *literally* cut and pasted from the Request for Dismissal and Reply and other pleadings filed in connection with the Prior Application. *See* Prior Application Filings. In addition, since Petitioner’s Petition “relate[s] to matters outside the scope of the order for which reconsideration is sought”, e.g., the Grant, the petition must be dismissed for as procedurally defective.⁸

Petitioner essentially is seeking to have the Commission invalidate Mr. Bernstein’s

⁵ A Certified Copy of the California Judgment and Assignment to Newport was included as Exhibit B, Part 1 of the Petition. The Commission can take official notice of all documents filed in the state and federal court proceedings in California, New Jersey, and Pennsylvania. *See Entercom License, LLC*, 31 FCC Rcd 12196, 12200 & 12207 (2016), at paras. 10 & 27.

⁶ Indeed, as a result of ongoing inability to gain full access to the Station equipment rendering him unable to execute his obligations as an FCC licensee, Receiver took the Station dark on January 22, 2019. A notice of suspension and request for silent STA was filed with and granted by the FCC on January 29th (LMS File No. 0000067492).

⁷ *See* 47 C.F.R. § 1.106(c),(d); *see also* *WWIZ, Inc.*, Memorandum Opinion and Order, 37 FCC 685, 686 (1964), *aff’d sub nom. Lorain Journal Co. v. FCC*, 351 F.2d 824 (D.C. Cir. 1965), *cert. denied*, 387 U.S. 967 (1966).

⁸ *See* 47 C.F.R. § 1.106(p)(5).

receivership appointment by a Pennsylvania court. The FCC, however, lacks jurisdiction and the expertise to review such a matter.⁹ Moreover, the Letter Order clearly states: “the Commission’s long-standing policy is to accommodate the actions of state courts and defers to judicial determinations in many areas, including bankruptcy matters, private disputes, and the interpretation and enforcement of contracts for the sale of a broadcast station.”¹⁰ The Commission has historically and consistently left questions of private contracts to local courts of competent jurisdiction.¹¹

A petition for reconsideration that simply reiterates previously considered arguments should be denied.¹² In the instant case, a period of only one week passed between the issuance of the Letter Order and the filing of the Application. The only new development was the entry of the Receiver Order which a Pennsylvania Court, relying on the Commission’s Letter Order, carefully

⁹ *Lauren A. Colby, Esq.*, Letter, 23 FCC Rcd. 4781, 4781(MB 2008) (the Commission is not the appropriate forum to resolve the contractual, property, and bankruptcy issues raised by petitioner); *KOLA, Inc.*, Memorandum Opinion and Order, 11 FCC Rcd. 14297, 14303, ¶ 11 (1996) (“The Commission does not have the expertise or jurisdiction to challenge a state court’s finding that the appointment of a receiver was appropriate in a particular case”); *Daniel Meister*, Memorandum Opinion and Order, 102 F.C.C.2d 744, 747, ¶ 5 (RB 1985) (“[The] Commission deems it improper to institute independent inquiry into the propriety of a receivership, leaving such inquiry to the court which has primary jurisdiction over the receivership[.]”) (citing *Edward H. Dillon*, Memorandum Opinion and Order, 42 F.C.C.2d 203 (1973)).

¹⁰ See Letter Order citing *Charles W. Cherry, II Caswell Capital Partners, LLC*, 24 FCC Red 2894, 2896 (2009)(citing *Radio Station WOW v. Johnson*, 326 US 120 (1945); *Arecibo Radio Corporation*, Memorandum Opinion and Order, 101 FCC 2d 545 (1945). See also: *Gresham Communications, Inc.*, Memorandum Opinion and Order, 26 FCC Rcd. 11895, 11900, ¶ 10 (2011) (“The Commission’s long-standing policy is to accommodate the actions of state courts, thereby avoiding conflicts between state and federal authority, unless a public interest determination under the Act would compel a different result.” (citing first *Radio Station WOW, Inc. v. Johnson*, 326 U.S. 120 (1945); then citing *Arecibo Radio Corporation*, Memorandum Opinion and Order, 101 F.C.C.2d 545, 550, n.12 (1985)).

¹¹ See, e.g. *Radio Carrollton*, 69 F.C.C.2d 1138, 1150 (1978)(contract questions “are matters for the courts to decide under state and local law,” and the Commission “normally defer[s] to judicial determinations regarding interpretation and enforcement of contracts for the sale of broadcast stations”); *ComScape Commcn’s, Inc. East Kentucky Network, LLC*, 24 FCC Red 8645, 8647-48 (WTB 2009) Commission precedent recognizes that the resolution of private contractual disputes is both “outside the Commission’s jurisdiction” and “not necessary to [the Commission’s] evaluation of whether [an] assignment is in the public interest”. See also *Patrick Henry*, 69 F.C.C.2d 1305, 1312 (1978)(“The Commission traditionally has declined to intervene in matters of local law which best are settled by local forums having jurisdiction over such proceedings.”).

¹² See *Saga Communications of Illinois, LLC*, Memorandum Opinion and Order, 26 FCC Red 5958, 5959 (MB 2011)(rejecting an argument from a petition for reconsideration because it did not raise any new information reflecting changed circumstances, did not present additional facts not known at the time of the last filing, and did not attempt to show anything more than a disagreement with the Commission’s finding).

considered and granted. *See* Final CA Judgment attached as Exhibit A to Petition’s Exhibit B.¹³

The Petitioners repeat the same allegations and arguments raised in their pleadings in the Prior Application. For example, Petitioner’s argument about Richard Glanton’s lack of authority as the majority shareholder, Chairman of the Board, CEO, President and Secretary of the former licensee Philadelphia Television Network (“PTN”) is defeated by the representations in the FCC Form 323 Ownership Report for Commercial Broadcast Stations, File No. BOA-20141202ABH (“Biennial Ownership Report”) which Petitioner’s minority shareholder, and a party to the Petition, filed himself.¹⁴ The same Petitioner, Mr. Cliett, personally, completed, certified, and filed the Biennial Ownership Report reporting that: a) Glanton holds 50% of the Votes and 50% of the Equity (the form does not allow for decimals for accuracy of 50.1%); No other persons or entities were listed as officers, directors, or shareholders with an attributable interest in PTN other than the Petitioner Cliett as minority shareholder.¹⁵ He filed the 2014 Biennial Ownership Report confirming that to the best of his “knowledge and belief, [that] all statements in this Report are true, correct and complete.”¹⁶ But even this repeated argument is not relevant to, and is very much outside the scope of, the order (i.e., the Grant) for which reconsideration is sought. The Commission denied the Prior

¹³ While the FCC is not the correct forum for consideration of the issue, it should be noted that the Uniform Enforcement of Foreign Judgments Act (“UEFJA”), 42 Pa. Cons. Stat. § 4306, is grounded in the constitutional obligation of each state to give full faith and credit to the judgments of other states. Pursuant to *U.S. Const. art. IV, § 1*, Pennsylvania is therefore required to give full faith and credit to the Final CA Judgment unless there was a lack of personal jurisdiction on the part of the foreign court which originally awarded a judgment, or a lack of due process on the part of that court. On the other hand, such a transferred judgment *cannot* be stricken or opened simply because the party seeking to do so can demonstrate that he would have a valid defense to the action if brought in Pennsylvania. *Joshi v. Nair*, 418 Pa. Super. 448, 614 A.2d 722, (Pa. Super. Ct. 1992).

¹⁴ *See Donald E. Martin, Esq.*, 29 FCC Rcd 2869, 2875 (Med. Bur. 2014) (question of whether the action of a board was an *ultra vires* act was a matter of state law and the legitimate control of the corporation is a “question appropriately left to local courts of appropriate jurisdiction.”).

¹⁵ According to FCC Rule 73.3555 Note 2.a and Form 323 Instructions, holders of 5% or more of the shares of a corporation must be listed on ownership reports; therefore, no other shareholders had more than 5% ownership of PTN.

¹⁶ See Certification Block of 2014 Biennial Ownership Report in Exhibit B. Below the certification is a warning that “WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE, AND/OR IMPRISONMENT”

Application on the grounds articulated in the Letter Order and “reconsideration will not be granted merely for the purpose of again debating matters on which the agency has once deliberated and spoken.”¹⁷

While a great majority of the Petition was addressed to prior pleadings and submissions, “the Commission is not required to sift through an applicant’s prior pleadings to supply the reasoning that [its] Rules required to be provided...”¹⁸ in the Petition to justify its reasoning, as indicated above, these materials do not establish that the FCC erred in issuing the Grant or in following precedent in relying on the Receiver Order. In fact, paragraphs No. 3-18 of the Petition have *nothing* to do with the FCC and only have to do with the state and federal court matters. Petitioners filed over six exhibits (B-G) totaling almost 300 pages *specifically* relating to the state court matter that they now expect the Commission to review but which do not bear on whether the FCC acted in error in issuing the Grant. While the Pennsylvania Court in its January 22, 2019 Order (attached as Exhibit F to the Second Supplement) has vacated its January 8, 2019 order (attached as Exhibit C to the Second Supplement) holding Petitioner’s Emergency Miscellaneous Motion to Stay, the Philadelphia Court did not vacate the Receiver Order. The irrelevant sections of the Petition and mountain of exhibits filed amount to a petition for reconsideration of the Letter Order not the Grant.

APPOINTMENT OF THE COURT APPOINTED RECEIVER

Again, while not relevant to the reconsideration of the Grant, Pennsylvania Rule of Civil Procedure 1533 permits the Court to appoint a Receiver without notice if required by the exigencies of the case.¹⁹ The Pennsylvania state court retains the exclusive jurisdiction to determine the scope

¹⁷ *Knoxville Broad. Corp.* on Request for Inspection of Records, Memorandum Opinion and Order, 87 F.C.C.2d 1103, 1107 ¶ 11 (1981), *See also* 47 C.F.R. § 1.106(b)(2).

¹⁸ *See Tama Radio Licenses of Tampa, FL, Inc.*, Memorandum Opinion and Order, 25 FCC Rcd 7588, 7589 (2010), *aff’d sub nom.*, *Cherry v. FCC*, 641 F.3d 494 (D.C. Cir. 2011); *Red Hot Radio, Inc.*, Memorandum Opinion and Order, 19 FCC Rcd 6737, 6745 n.63 (2004).

¹⁹ Pa. R. Civ. P. 1522(a).

of a Receiver's power and authority.²⁰ In issuing the Receiver Order, the Pennsylvania Court carefully considered the entire record, including the Commission's Letter Order and the applicable FCC law and policies laid out therein. In granting the Application, the Commission relied on the Receiver Order consistent with established precedent. Petitioner is not seeking reconsideration of the Letter Order, rather they are seeking reconsideration of the Grant. Petitioner cannot now be allowed to throw at the Commission all of the arguments arising under the Prior Application and all of the subsequent court filings and orders as a means to obfuscate the issues relevant to the order for which reconsideration is sought.²¹ The sole question for the Commission is whether the receiver is qualified to hold the assigned licenses, not whether the initial appointment of a receiver is itself justified, or whether a different person would be a better choice.²² Consistent with its longstanding policy, the FCC recognizes that the public interest is served by accommodating state courts' appointment of receivers by consenting to an involuntary assignment of FCC licenses to enable creditors to recover a portion of their investment when doing so does not interfere with a countervailing public interest.²³ To that end, the FCC's "regular practice is to approve an involuntary assignment of the license" to a state receiver or a trustee in bankruptcy. *Id.* at 1148. *See Dale Parsons, Jr.*, 10 FCC Rcd 2718, 2721 (1995); *O.D.T. Int'l (KILU (FM))*, 9 FCC Rcd 2575, 2576 (1994);

²⁰ *Continental Bank & Trust Co. v. American Ass. Mach. Co.*, 38 A. 2d 220, 224 (Pa. 1944).

²¹ *See Red Hot Radio, Inc.*, 19 FCC Rcd 6737, 6745 n.63 (2004) (rejecting applicant's "kitchen sink" approach, which purported to incorporate by reference all of its prior pleadings and arguments); *Paging Sys., Inc.*, 25 FCC Rcd 450, 452-53 (2010) (declining to review matters in the record outside of the specific issues raised for review).

²² *See Arecibo Radio Corp.*, 101 F.C.C.2d 545, 548 (1985) (leaving to state court resolution of dispute concerning the authorization of signatures on an application for involuntary assignment of licenses). *See also Listeners' Guild, Inc. v. FCC*, 813 F.2d 465, 469 (D.C. Cir. 1987) (endorsing "the Commission's longstanding policy of refusing to adjudicate private contract law questions"); *Northwest Broad., Inc.*, 12 FCC Rcd 3289 (1997), *aff'd sub nom. Montierth v. FCC*, 159 F.3d 636 (D.C. Cir. 1998) (*per curiam*) (the FCC historically and consistently has left questions of private contracts to local courts of competent jurisdiction); *John F. Runner, Receiver*, 36 R.R.2d (P&F) 773, 778 (1976) (local court of competent jurisdiction, not the FCC, is the proper forum to resolve private disputes).

²³ *See La Rose v. FCC*, 494 F.2d 1145, 1146 n.2 (D.C. Cir. 1974) (identifying as "[t]he broad question" "whether the public interest would best be served by permitting the receiver to continue to operate the station for a limited time in order to enable him to dispose of the asset").

Arecibo Radio Corp., 101 FCC2d at 550 & n.12; *D.H. Overmyer Telecasting Co., Inc.*, 94 F.C.C.2d 117, 126 (1983).

Although it is not for the Commission to determine the facts and circumstances that led to the Pennsylvania Court to grant the Receiver Order, it is important to note that the Station License was in peril of being lost forever due to the Station having been off the air for almost one year as a result of the actions of Petitioner. Receiver has been advised that PTN and Mr. Cliett individually have been named as Defendants in multiple different lawsuits over the years and have had Judgments entered against them in at least 2 of them, attached hereto as Exhibit A. The most recent Judgment was entered by the same Pennsylvania Court in 2016 for \$365,129.28 by American Tower as Judgment Creditor after Petitioner went into arrears on the PTN Tower Lease and didn't pay his bills for 4 years. Therefore, without any equipment or a tower lease, the prospect of PTN not being able to return to on-air operation before the twelve-month off air date seemed a very real emergency. It was within the Pennsylvania Court's exclusive discretion to issue the Receiver Order.

RELIEF REQUESTED IS NOT FOR THE COMMISSION TO DETERMINE

While failing to meet the burden of identifying any specific material error, omission, or reason warranting reconsideration of the Grant, the Petition does make a passive reference to issues it has with the Application itself, such as the language in the Pennsylvania Court's Receiver Order and certification. (Petition ¶¶ 19-21). These same arguments were made by Petitioners in the Prior Application and found by the Commission to be unpersuasive and irrelevant to the Commission's considerations under the Rules.²⁴ Petitioner argues that the Involuntary Assignment Application was invalid because it did not contain an Exhibit in response to Section I, Question 4.b. First, no exhibit is required other than the Receiver Order, which was attached. Second, as Petitioner is no doubt

²⁴ See PTN's Request for Dismissal and Reply on Prior Application on FCC Form 314 for consent to the voluntary assignment of license WEFB-LD, File No. BALDTL-20180502ACB.

aware, the FCC's filing system will not allow an application to be finalized and submitted if a required exhibit is not attached. Petitioner also argues that the application should have been filed as an involuntary transfer of control rather than an involuntary assignment of license. Counsel for the Receiver spoke directly with the Deputy Division Chief of the Video Division of the Media Bureau on this question specifically and was advised to file as an involuntary assignment of license.²⁵

Petitioners request alternative relief – either rescind the Grant or allowing the Petition to remain pending until Petitioner's appeals make their way through the Pennsylvania court. As shown above, Petitioner has failed to make a showing that the FCC made any specific material error, omission, or other reason warranting reconsideration of the Grant. Petitioners also provide no precedent for holding on this Petition while the judicial process is exhausted and indeed none exists.²⁶ The Commission was not required, as implied by the Petition, to await the finality of the Receiver Order before granting Involuntary Assignment Application.²⁷ The Commission's determination to grant the Involuntary Assignment Application came after consideration of the Receiver Order submitted with the application. The Receiver Order remains valid and in place. As discussed above, the Commission has a "longstanding policy of comity with state court actions".²⁸

The Petitioner's arguments for reconsideration are the same reiterations of previously considered and rejected arguments and are not based on changed circumstances over an eight-day period between the Letter Order and Grant, and fail to make the showing required for reconsideration. Nothing in the Petition raises a substantial or material question of fact regarding the Receiver's fitness to hold a Commission license. The Petition must not be stayed, it must be denied.

²⁵ Receiver cannot address allegations about Mr. Glanton.

²⁶ See, e.g., *KAXT, LLC*, 2691, 2694-95 (Vid. Div. 2015), *aff'd* 32 *FCC Rcd.* 9638 2017) (agency action will not be withheld pending resolution of private disputes).

²⁷ See *In re: Station KDEW (AM)*, 11 *FCC Red* 13, 683 (1996) (granting application for involuntary assignment of licenses to court-appointed receiver notwithstanding the fact that the receivership order was not final and remained subject to a potential appeal).

²⁸ See, *Lewis J. Paper, Esq.*, 28 *FCC Rcd* 4550, 4552 (Aud. Div. 2013).

Respectfully submitted,

JOSEPH BERSTEIN, COURT APPOINTED
RECEIVER

By 
Kathleen Victory
His Attorney

Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
(703) 812-0473

January 30, 2018

Certificate of Service

The undersigned, an employee of Fletcher, Heald & Hildreth, P.L.C., hereby certifies that a true copy of the foregoing "OPPOSITION TO PETITION FOR RECONSIDERATION" was served this date, by U.S. Postal Service First Class mail, postage prepaid, or via electronic mail to those designated with an asterisk, upon the following:

Barbara Kreisman
David Brown
Hossein Hashemzadeh
445 12th Street SW,
Washington, DC 20554

Jeffrey L. Timmons, Esq.
974 Branford Lane NW
Lilburn, GA 30047-2680

January 30 2019


Name

DECLARATION OF JOSEPH BERNSTEIN

I, Joseph Bernstein, do hereby declare under penalty of perjury as follows:

1. I am the duly appointed Receiver by the Philadelphia Court of Common Pleas in Philadelphia, Pennsylvania and Licensee of Low Power Television Station WFG-LD, Philadelphia, Pennsylvania, Facility ID 167606.

2. I have reviewed the foregoing Opposition to Petition for Reconsideration.

3. The facts set forth in the Opposition and Exhibits are true and correct to the best of my personal knowledge and belief.

January 30, 2019



Joseph Bernstein

DECLARATION OF BRIAN ROCHE

I, Brian Roche, do hereby declare under penalty of perjury as follows:

1. I am the President of Newport Investment Group, LLC Judgment Creditor and Assignee of the Judgment entered into against previous WCFG-LD license holder Philadelphia Television Network, Inc. A true and correct copy of the Judgment and Assignment is attached hereto as Exhibit A to this Declaration.

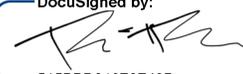
2. On November 13, 2018 the Commission issued a Letter instructing and “*encouraging*” me to get a Court Appointed Receiver in order for the Commission to Grant the transfer of the License to that Receiver. On November 19, 2018 the Pennsylvania Court of Common Pleas Granted the Appointment of a Receiver which the Commission instructed us to get, and the Commission Granted the FCC Form 316 Application to transfer the WCFG-LD license to the Receiver.

3. As of the filing of this Opposition no court has overturned anything related to the Judgment or Appointment of a Receiver. Purported minority shareholders representing the corporate entity have filed an appeal which is their right as American citizens but no court has issued any Order to vacate the Appointment of a Receiver Order.

4. I have reviewed the foregoing Opposition to Petition for Reconsideration.

5. The facts set forth in the Opposition and Exhibits are true and correct to the best of my personal knowledge and belief.

January 30, 2019

DocuSigned by:

515BBD31876F49B

Brian Roche

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

JUSTICE CENTER:

- Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045
- Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512
- Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251
- Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595
- Lamoreaux - 341 The City Drive, Orange, CA 92868-3205
- North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500
- West - 8141 13th Street, Westminster, CA 92683-4593

PLAINTIFF: LUXURY ASSET LENDING, LLC,
 DEFENDANT: PHILADELPHIA TELEVISION NETWORK, INC. RICHARD H. GLANTON;WAYNE CURTIS WELDON;
 AND DOES 1 THROUGH 50, INCLUSIVE,

EXEMPLIFICATION OF COURT RECORD

CASE NUMBER
 30-2016-00880965-CU-BC-CJC

I, David H Yamasaki, Executive Officer and Clerk of the Superior Court of California, County of Orange, which is a court having a seal, do certify and attest that the attached document consisting of 4 page(s) is a true and correct copy of the original record in this Court.

Date Filed:		Document:
APR 06 2017		JUDGMENT BY COURT BY DEFAULT(END)
/		/
/		/



David H Yamasaki

Clerk of the Superior Court

Date: March 9, 2018

Prepared by: HeleneGorriti

Initials: HG

I, the undersigned, a judge of the above-named court, certify that David H Yamasaki, who is named above, is the Clerk of the above-named court, having a seal, which is affixed above; that this person is the proper officer of the court authorized by law to execute the same; that the Clerk's signature is genuine; and that the attestation is in due form according to the laws of the State of California.



Date: 03/09/18

Charles Margines

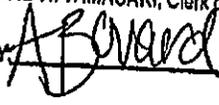
CHARLES MARGINES, JUDICIAL OFFICER

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
03/30/2017 at 03:20:25 PM
Clerk of the Superior Court
By Natasha Dorfman, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 06 2017

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

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8 Attorneys for Plaintiff
9 LUXURY ASSET LENDING, LLC

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

13 LUXURY ASSET LENDING, LLC,
14 Plaintiff,

15 vs.

16 PHILADELPHIA TELEVISION
17 NETWORK, INC.; RICHARD H.
18 GLANTON; WAYNE CURTIS
19 WELDON; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO. 30-2016-00880965-CU-BC-CJC
Hon. Mary Fingal Schulte

JUDGMENT BY COURT BY DEFAULT

22 The Defendants PHILADELPHIA TELEVISION NETWORK, INC. ("PTN"),
23 RICHARD H. GLANTON ("GLANTON"), and WAYNE CURTIS WELDON ("WELDON")
24 having been properly served with a copy of the summons and complaint and having failed to
25 answer the complaint or appear and defend the action within the time allowed by law,
26 Defendants' default having been entered by the Clerk upon Plaintiff's application, on December
27 6, 2016, respectively.

28 The Court having considered Plaintiff's written declaration submitted pursuant to C.C.P.
Section 585(d) now awards judgment as follows:

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

2 Plaintiff LUXURY ASSET LENDING, INC. ("LUXURY") have and recover against
3 Defendants PHILADELPHIA TELEVISION NETWORK, INC. ("PTN"), RICHARD H.
4 GLANTON ("GLANTON"), and WAYNE CURTIS WELDON ("WELDON"), the following
5 judgment:
6

- 7 1. On the First Cause of Action for Breach of Contract, as against PHILADELPHIA
8 TELEVISION NETWORK, INC., a corporation, RICHARD H. GLANTON, and
9 WAYNE CURTIS WELDON, jointly and severally, damages in the principal sum
10 of \$240,000.00 plus \$24,000.00 in late charges, plus interest in the amount of
11 \$25,484.70; and
12 2. On the Second Causes of Action for Breach of Contract, as against
13 PHILADELPHIA TELEVISION NETWORK, INC., a corporation, and
14 RICHARD H. GLANTON, jointly and severally, damages in the principal sum of
15 \$250,000.00 plus \$25,000.00 in late charges, plus interest in the amount of
16 \$25,314.52; and
17 3. On the Seventh Cause of Action for Foreclosure of Security, as to
18 PHILADELPHIA TELEVISION NETWORK, INC., a corporation and RICHARD
19 H. GLANTON, it is ORDERED that Plaintiff LUXURY have and recover
20 possession of all remaining and identifiable collateral as described in the Security
21 Agreements, as follows:

- 22 (a) RICHARD H. GLANTON'S interest in 425 shares of stock in
23 Philadelphia Television Network, Inc., a Pennsylvania corporation
24 ("PTN"), and any payment proceeds, rights or dividends in WFG-LD
25 (Philadelphia, PA; FCC Facility #167606) a UHF, Digital Low Power TV
26 Station serving the Tri-State area television market (DMA). WFG's
27 digital channel is 48 and broadcasts on Channel 7.1 (and three sub channels
28 24 hours a day) from a tower site elevated 800 feet above terrain of
Philadelphia, Pennsylvania with 10 kilowatts of effective radiated power;
(b) RICHARD H. GLANTON'S interest in all shares of stock held in
his Fidelity Account, Individual account number: X66864919, including:
1. 1,080.180 shares of unrestricted stock in Fidelity FCASH
2. 1,440.00 shares of unrestricted stock in GEO Group, Inc. (GEO)

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3. 7,750 shares of restricted stock in GEO Group, Inc. (GEO)
(c) RICHARD H. GLANTON'S interest in all shares of stock as
reflected in his Charles Schwab Account, Individual account number:
3696-9549, including:

1. 8,737 shares of unrestricted stock in Aqua America, Inc. (WTR)

That said collateral is ORDERED foreclosed by Plaintiff LUXURY taking
possession of said collateral by any lawfully authorized means and thereafter sold
in a commercially reasonable manner pursuant to the judgment of this Court, with
any net proceeds of such sale being credited against the monetary damages
awarded in paragraph 1 above; and

4. On the Eighth and Ninth Causes of Action for Breach of Contract, as against
PHILADELPHIA TELEVISION NETWORK, INC., a corporation, and
RICHARD H. GLANTON, jointly and severally, damages in the principal sum of
\$3,300,000.00; and

5. On the principal damages of \$490,000.00 awarded collectively in the First and
Second Causes of Action as against PHILADELPHIA TELEVISION NETWORK,
INC., and RICHARD H. GLANTON, Plaintiff is awarded attorneys' fees pursuant
to Civil Code Section 1717 in accordance with the terms of the written contract,
and in accordance with the court's default schedule in the amount of \$7,450.00 as
against PHILADELPHIA TELEVISION NETWORK, INC., a corporation, and
RICHARD H. GLANTON, jointly and severally;

6. On the principal damages of \$240,000.00 awarded in the First Cause of Action as
against WAYNE CURTIS WELDON, Plaintiff is awarded attorneys' fees
pursuant to Civil Code Section 1717 in accordance with the terms of the written
contract, and in accordance with the court's default schedule in the amount of
\$4,950.00 as against WAYNE CURTIS WELDON; and

7. Court costs as against all Defendants in the amount of \$670.00, jointly and
severally.

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In summary of the foregoing paragraphs, the total monetary judgment awarded in favor of LUXURY and against each of the Defendants, as to all causes of action, are as follows:

a. The total of all monetary damages, fees and costs awarded on all causes of action as set forth above, in favor of Plaintiff LUXURY and against Defendants PHILADELPHIA TELEVISION NETWORK, INC., a corporation, and RICHARD H. GLANTON, jointly and severally, is as follows:

PRINCIPAL:	\$3,839,000.00
INTEREST:	\$50,799.22
ATTORNEYS' FEES:	\$7,450.00
COURT COSTS:	\$670.00
TOTAL AWARD:	\$3,897,919.22

b. The total of all monetary damages, fees and costs awarded on all causes of action as set forth above, in favor of LUXURY and against Defendant WAYNE CURTIS WELDON, is as follows:

PRINCIPAL:	\$264,000.00
INTEREST:	\$25,484.70
ATTORNEYS' FEES:	\$4,950.00
COURT COSTS:	\$670.00
TOTAL AWARD:	\$295,104.70

The award as against WAYNE CURTIS WELDON is joint and several with the award against PHILADELPHIA TELEVISION NETWORK, INC. and RICHARD H. GLANTON.

Dated: 4-6-17


MARY FINGAL SCHULTE, Judge
Orange County Superior Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address):
STUART A. KATZ 118098
LAW OFFICES OF STUART A KATZ, P.C.
20271 Birch St., Suite 100
Newport Beach, CA 92660
TELEPHONE NO.: (949) 660-1916 FAX NO.: (949) 660-1716
E-MAIL ADDRESS: stuart@stuartkatzlaw.com
ATTORNEY FOR (Name): JUDGMENT CREDITOR

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 700 Civic Center Drive West
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central Justice Center

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

PLAINTIFF: LUXURY ASSET LENDING, LLC
DEFENDANT: PHILADELPHIA TELEVISION NETWORK, INC.;
RICHARD H. GLANTON; WAYNE CURTIS WELDON

WRIT OF
EXECUTION (Money Judgment)
POSSESSION OF Personal Property
Real Property
SALE

CASE NUMBER: 30-2016-00880965-CU-BC-CJC
Limited Civil Case
Small Claims Case
Unlimited Civil Case
Other

1. To the Sheriff or Marshal of the County of: ORANGE

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): LUXURY ASSET LENDING, LLC
is the judgment creditor assignee of record

4. Judgment debtor (name, type of legal entity stated in judgment if not a natural person, and last known address):

PHILADELPHIA TELEVISION NETWORK, INC.,
a corporation
26 Snowden Lane
Princeton, NJ 08540

- 9. See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.
10. This writ is issued on a sister-state judgment.
11. Total judgment \$ 3,897,919.22
12. Costs after judgment (per filed order or memo CCP 685.090) \$ 0.00
13. Subtotal (add 11 and 12) \$ 3,897,919.22
14. Credits \$ 0.00
15. Subtotal (subtract 14 from 13) \$ 3,897,919.22
16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) \$ 0.00
17. Fee for issuance of writ \$ 25.00
18. Total (add 15, 16, and 17) \$ 3,897,944.22

Additional judgment debtors on next page

5. Judgment entered on (date): 4/6/2017

6. Judgment renewed on (dates):

7. Notice of sale under this writ
a. has not been requested.
b. has been requested (see next page).
8. Joint debtor information on next page.

- 19. Levying officer:
(a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of \$ 1,067.92
(b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(i)) \$ 0.00
20. The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.



David H. Yamasaki, Clerk of the Court
Issued on (date): 5/19/17 Clerk, by A. DANG, Deputy

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

PLAINTIFF: LUXURY ASSET LENDING, LLC	CASE NUMBER: 30-2016-00880965-CU-BC-CJC
DEFENDANT: PHILADELPHIA TELEVISION NETWORK, INC.;	

-Items continued from page 1-

21. **Additional judgment debtor** (*name, type of legal entity stated in judgment if not a natural person, and last known address*):

RICHARD H. GLANTON 26 Snowden Lane Princeton, NJ 08540	

22. **Notice of sale** has been requested by (*name and address*):

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23. **Joint debtor** was declared bound by the judgment (CCP 989–994)

a. on (<i>date</i>):	a. on (<i>date</i>):
b. name, type of legal entity stated in judgment if not a natural person, and last known address of joint debtor:	b. name, type of legal entity stated in judgment if not a natural person, and last known address of joint debtor:

c. additional costs against certain joint debtors (*itemize*):

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24. (*Writ of Possession or Writ of Sale*) **Judgment** was entered for the following:

a. Possession of real property: The complaint was filed on (*date*):

(Check (1) or (2)):

(1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

(2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(a) \$ _____ was the daily rental value on the date the complaint was filed.

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (*specify*):

b. Possession of personal property.

If delivery cannot be had, then for the value (*itemize in 24e*) specified in the judgment or supplemental order.

c. Sale of personal property.

d. Sale of real property.

e. Description of property:

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (Form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

▶ A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).

1 STUART A. KATZ (SBN: 118098)
2 LAW OFFICES OF STUART A. KATZ, P.C.
3 940 South Coast Dr., Suite 203
4 Costa Mesa, CA 92626
5 Telephone: (949) 660-1916
6 Facsimile: (949) 660-1716
7 Email: stuart@stuartkatzlaw.com

8 Attorneys for Plaintiff
9 LUXURY ASSET LENDING, LLC

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

04/27/2018 at 10:18:00 AM

Clerk of the Superior Court
By Anh Dang, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

LUXURY ASSET LENDING, LLC,
Plaintiff,

vs.

PHILADELPHIA TELEVISION
NETWORK, INC.; RICHARD H.
GLANTON; WAYNE CURTIS
WELDON; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 30-2016-00880965-CU-BC-CJC
Hon. Mary Fingal Schulte

ACKNOWLEDGMENT OF
ASSIGNMENT OF JUDGMENT
(CCP §§ 673 and 681.020; CC § 954.5)

1. A judgment was entered in this action in favor of Plaintiff, LUXURY ASSET LENDING, INC. ("LUXURY") and against Defendants PHILADELPHIA TELEVISION NETWORK, INC., a corporation, RICHARD H. GLANTON on April 6, 2017.

2. The name and address of the judgment creditor is:

LUXURY ASSET LENDING, INC.
3 Corporate Plaza, Suite 150
Newport Beach, CA 92660

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3. The names and last known addresses of the Judgment debtors are:

PHILADELPHIA TELEVISION NETWORK, INC.
1515 Market St.
Philadelphia, PA 19102

RICHARD H. GLANTON
26 Snowden Lane
Princeton, NJ 08540

4. The Judgment Creditor acknowledges that for consideration it assigned all of it's right title and interest in the Judgment in the original amount of \$3,897,919.22 to:

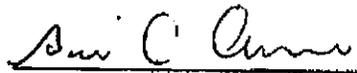
Newport Investment Group, LLC
2620 S. Maryland Pkwy., Suite 14-136
Las Vegas, Nevada 89109

5. There have been no renewals since the entry of the above Judgment.

6. The Judgment has not been satisfied partially or in full.

I hereby agree to those matters set forth above.

Dated: 4/23/18

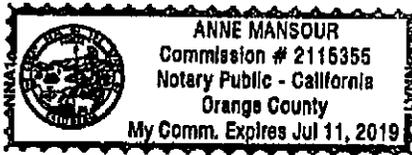

BRIAN QUINN
Managing Member
LUXURY ASSET LENDING, INC.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 23rd
day of April, 2018 by BRIAN QUINN.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Anne Mansour

I hereby certify the foregoing instrument consisting of 3 page(s)
is a true and correct copy of the original on file in this court.

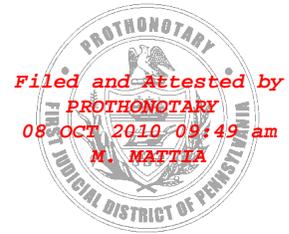


ATTEST: (DATE) MAY 02 2018
DAVID H. YAMASAKI, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY Angelica Garcia, DEPUTY
Angelica Garcia

Exhibit A
Judgements

William J. Maffucci (Pa. Att'y No. 44652)
Semanoff Ormsby Greenberg & Torchia, LLC
2617 Huntingdon Pike
Huntingdon Valley PA 19006
267-620-1901
wmaffucci@sogtlaw.com



Attorney for the Plaintiff

NINE PENN CENTER PROPERTIES	:	
TRUST, trading as	:	COURT OF COMMON PLEAS
NINE PENN CENTER ASSOCIATES, L.P.	:	PHILADELPHIA COUNTY
400 Centre Street	:	
Newton, Massachusetts 02458	:	Civil Action No. 00112
	:	of August 2010
Plaintiff	:	
	:	
v.	:	
	:	
PHILADELPHIA TELEVISION	:	
NETWORK, INC.	:	
c/o Eugene L. Cliett	:	
2 Johns Lane	:	
Lafayette Hills, Pennsylvania 19444	:	
	:	
Defendant	:	

PRAECIPE TO ENTER JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Please enter judgment by default for the plaintiff, Nine Penn Center Properties Trust, trading as Nine Penn Center Associates, L.P., and against the defendant, Philadelphia Television Network, Inc., in the amount of \$30,874.33, calculated as follows (in accordance with the prayer for relief in the complaint):

Damages specified in Complaint ¶ 18:	\$15,439.14
Damages specified in Complaint ¶ 19:	7,046.94
Damages specified in Complaint ¶ 22:	8,388.25
<hr/>	
TOTAL:	\$30,834.33

Attached as Exhibit A are excerpts from the Complaint containing the paragraphs specified above.

Attached as Exhibit B is a copy of the proof of service of the complaint upon the defendant by the (deputized) Sheriff of Montgomery County on August 30, 2010.

Attached as Exhibit C is a copy of the notice sent by the plaintiff to the defendant pursuant to Pa. R.C.P. 237.1, indicating that the plaintiff intended to take a default judgment unless the defendant filed a response to the complaint within ten days.

Attached as Exhibit D is a copy of the U.S. Postal Form 3817 "Certificate of Mailing" that evidences the mailing of the Rule 237.1 notice on September 22, 2010.

Attached as Exhibit E is an affidavit as to the fact that the defendant is not in the military and that the defendant is therefore not entitled to the relief of the Soldiers' and Sailors' Relief Act.

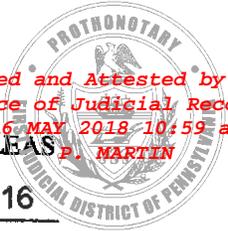
Respectfully submitted,

William J. Maffucci

William J. Maffucci (Pa. Att'y No. 44652)
Semanoff Ormsby Greenberg & Torchia, LLC
2617 Huntingdon Pike
Huntingdon Valley PA 19006
2676-620-1901
wmaffucci@sogtlaw.com

October 8, 2010

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA



American Tower, LP
Plaintiff

vs.

Digital Media Television Network, LLC
Defendant

COURT OF COMMON PLEAS
October TERM, 20 16
NO. 2826

Writ of Execution

TO THE SHERIFF OF PHILADELPHIA COUNTY:

To satisfy the judgment, interest and costs against:
Digital Media Television Network, LLC

_____ defendant(s)

(a) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s)' interest therein: N/A

(b) You are also directed to attach the property of the defendant(s) not levied upon in the possession of _____
M&T Bank Corporation

_____ as garnishee(s)

(specifically describe property)

and to notify the garnishee(s) that:

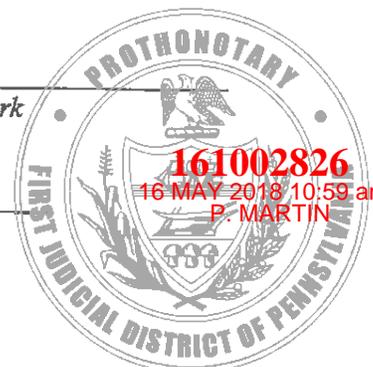
- (a) an attachment has been issued: _____
- (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- (c) the attachment shall not include _____
 - (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
 - (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
 - (iii) any funds in an account of the defendant with a bank or other financial institution that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (d) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$ <u>364,580.05</u>
INTEREST	
from _____	\$ _____
(Costs to be added)	\$ <u>549.23</u>

ERIC FEDER
Director, Office of Judicial Records

By: _____
Clerk

Date: _____



Court of Common Pleas

October Term, 20 16

No. 2826

American Tower, LP

Plaintiff

vs.

Digital Media Television Network, LLC

Defendant

Writ of Execution

Real Debt	\$ <u>364,580.05</u>
Interest from _____	\$ _____
Costs Paid: <i>Office of Judicial Records</i>	\$ <u>333.23</u>
<i>Sheriff</i>	\$ <u>216.00</u>
<i>Statutory</i>	\$ _____
Costs due: <i>Office of Judicial Records</i>	\$ _____

Matthew A. Lipman, Esquire
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1617 JFK Blvd., Suite 1500
Philadelphia, PA 19103-1518
215-557-2900

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") entered into as of the 7th day of September, 2011 ("**Effective Date**") by and between American Tower, L.P., a Delaware limited partnership, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Digital Media Television Network, LLC, a Delaware limited liability company, with a place of business at 2 Johns Lane, Lafayette Hill, PA 19444 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Philadelphia Paoli PA
Site Number: 10110
Address and/or location of Tower Facility: 216 Paoli Ave., Philadelphia, PA 19128-4340
Tower Facility Coordinates: Lat. 40-2-19.67 N Long. 75-14-12.76 W

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Eugene L. Cliett (267-784-1007).
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of Eugene L. Cliett.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, Lockbox 7501, PO Box 7247, Philadelphia, PA 19170-7501; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM

Monthly License Fee: \$2,100.00, increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).
The Annual Escalator is three percent (3%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: \$1,500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of 10 years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP, (ii) December 21, 2011.

Renewal Terms: 5 additional periods of 5 years each.

Connection Fee (as described in section 5(b)): \$ _____

- Electricity for operation of Approved Equipment is to be provided by (check one):
- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$ _____ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR
 - Licensee, at its sole expense.
 - Licensee to fully reimburse Licensor within thirty (30) days of receipt of invoice from Licensor.

V. TERMS & CONDITIONS

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

- a. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's



Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

- b. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR
American Tower, L.P.,
a Delaware limited partnership

LICENSEE
Digital Media Television Network, LLC,
a Delaware limited liability company

By: ATC GP, Inc., its sole general partner

By: _____
[Signature]

Print Name: Richard Rossi
Its: Vice President, Contracts Management

Date: 9-30-11

By: _____
[Signature]

Print Name: Eugene L. Cliett

Its: President
Date: 9/26/11



TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.
2. **GRANT OF LICENSE.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "Easement"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.
3. **EXHIBITS.** Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to 120% of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.
4. **USE.** Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement

with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

Licensee agrees to install a separate meter on and connect to Licensor's multi-gang meter rack on or before the Commencement Date. Licensee shall pay the cost of all utility service necessary, including the Utility Fee and Connection Fee, to install, maintain and operate the Approved Equipment. The Utility Fee shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. Licensee agrees to enter into a monitoring agreement with a third party to monitor Licensee's utility usage at the Tower Facility. Licensee shall provide to Licensor an annual report of its utility usage at the Tower Facility during the Term of this Agreement prepared by the third party monitoring company. Licensor shall review the annual usage report, and, if Licensor determines, in its sole discretion, that Licensee's utility usage increased by more than 10% over Licensee's utility usage as of the Commencement Date, or as of the date of the last Utility Fee increase resulting from increased utility usage, Licensor may, but is not required, to modify the Utility Fee by an amount equal to Licensor's actual increased costs incurred due to Licensee's increased utility usage. If such a modification in the Utility Fee is imposed, Licensor shall notify Licensee in writing of such increase in the Utility Fee. Any such change in the Utility Fee resulting from an increase in Licensee's utility usage will take effect with the next payment of the Utility Fee coming due after Licensee's receipt of such notice. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes.** Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Space. Except as provided immediately hereinafter, Licensor shall pay all real property taxes Licensor is obligated to pay under the Ground Lease. Licensee shall reimburse Licensor for any increases in real property taxes which are assessed as a direct result of Licensee's improvements to or Approved Equipment located on the Tower Facility within 30 days of Licensor's request for such reimbursement. Upon Licensee's request, Licensor shall provide to Licensee copies of the documentation from the taxing authority, reasonably acceptable to Licensee, indicating that the increase results from Licensee's improvements or Approved Equipment.

(d) **Federal Use Fees & Assessments.** Licensee agrees to pay directly or reimburse Licensor for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensor to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Facility.

(e) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(f) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(g) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured

would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder except to a Permitted Affiliate (as defined in section 19 herein). Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

- (c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. **COMMON EXPENSES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor.

For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee.

8. **SITE INSPECTION.** Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.
9. **LABELING.** Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

- (a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any contractors, other than Licensor, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.
- (b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and Be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.
- (c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or

earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

- (a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:
- (i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.
 - (ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.
 - (iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.
 - (iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.
 - (vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.
- (b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.
- (c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.
- (d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not

resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant to this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user

of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.

- (g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.
- (h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. POWERING DOWN.

- (a) **Non-emergency.** Licensor may require that Licensee temporarily discontinue operation or reduce power of its Approved Equipment in order for Licensor or another user at the Tower Site to install equipment, to modify the Tower or another portion of the Property or equipment located on the Property, or to conduct maintenance or perform repairs. Upon prior written consent of Licensor, another user shall have the right to require that Licensee temporarily discontinue operations or reduce power of its Approved Equipment to the extent reasonably necessary to accomplish the aforesaid objectives. If such discontinuance of operation or reduction of power is required for non-emergency work, Licensor shall provide 10 days' prior written notice to Licensee that such discontinuance or reduction must occur. Licensor and Licensee shall act in good faith to arrange a convenient date and time for Licensor or the other user, as applicable, to cause such a discontinuance or reduction by Licensee. If such an arrangement cannot be reached, Licensor shall have the unilateral right to schedule the required work and the required discontinuance or reduction based on its good faith assessment of the respective needs of Licensor and all users.
- (b) **Emergency.** In an emergency (an event resulting in or likely to result in injury to persons or property), Licensor may require Licensee, to cease operating, reduce or turn off electrical power, reduce its signal strength, or make other adjustments to its operation upon such notice as may be reasonably practical under the circumstances. In the event the Licensee fails or refuses to discontinue or reduce power due to emergency circumstances as requested by Licensor, or the circumstances dictate that no notice may be given, Licensor may, without liability to Licensee, at its sole and absolute discretion discontinue electric service to Licensee's transmitter and equipment until such repairs are complete. Licensor shall restore such electrical service as soon as reasonably practical.

14. DESTRUCTION; CONDEMNATION.

- (a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space,



Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.

- (b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.
- (c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

15. **COMPLIANCE WITH LAWS.** Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

16. INDEMNIFICATION; INSURANCE.

- (a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 28, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
- (b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

- (c) **Survival.** The provisions of this section 16 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
- (d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.
- 17. LIMITATION OF PARTIES' LIABILITY.** NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.
- 18. DISCLAIMER OF WARRANTY.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."
- 19. NOTICES.** All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 19 (the "Notice Address") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.
- 20. ASSIGNMENT; SUBLEASING.** Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more subsidiaries) controlled by, controlling or under common control with Licensee, (ii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to Applicable Law, or (iii) purchases substantially all the assets of Licensee (collectively, "Permitted Affiliate"). For the purpose of this section 20, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of Licensee. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

21. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.
22. **DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (v) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vi) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (vii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.
23. **REMEDIES.** In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.
24. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding,

Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

25. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

- (a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.
- (b) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing 90 day notice period, then Licensee or Licensor may elect to terminate the Agreement.

26. **EMMISSIONS.** If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

27. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 27. The obligations of Licensee to indemnify Licensor pursuant to this section 27 shall survive the termination or expiration of this Agreement.

28. SUBROGATION.



- (a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.
29. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
30. **FINANCING AGREEMENT.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.
31. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 16, 17, 18, and 27 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.
32. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawing Indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)



Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3
Appendix I: Definitions
Appendix II: Insurance

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated September 30, 2011 by and between American Tower, L.P., a Delaware limited partnership and Digital Media Television Network, LLC, a Delaware limited liability company (the "License"), (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower, L.P., a Delaware limited partnership (the "Licensor") and Digital Media Television Network, LLC, a Delaware limited liability company (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and owns a certain parcel of land located at 216 Paoli Ave, Philadelphia, PA 19128-4340 more commonly known to Licensor as the PHILADELPHIA PAOLI PA, PA tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to modify its equipment at the Tower Facility ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current Monthly License Fee payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Effective upon the earlier to occur of: i) the issue date of the NTP by Licensor or ii) June 1, 2013 ("Commencement Date"), the License Fee shall be increased by Six Hundred and 00/100 Dollars (\$600.00) per month ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

Licensor Site Name/Number: PHILADELPHIA PAOLI PA, PA / 10110

Licensor Contract Number: 00311089

Licensee Site Name/Number: Digital Media TV 10110/ 10110

- 4) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Facility is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- 5) Licensor and Licensee agree and acknowledge that all future payments of the Monthly License Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation
Lockbox 7501
PO Box 7247
Philadelphia, PA 19170-7501

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licensor Site Name/Number: PHILADELPHIA PAOLI PA, PA / 10110

Licensor Contract Number: 00311089

Licensee Site Name/Number: Digital Media TV 10110/ 10110

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:

American Tower, L.P., a Delaware limited partnership

By: ATC GP, Inc., its sole general partner

By: _____

Name: ~~Richard Rossi~~ **Margaret Robinson**
Senior Counsel

Title: ~~Vice President, Contract Management~~

Date: _____

7/15/13

LICENSEE:

Digital Media Television Network, LLC, a Delaware limited liability company

By: _____

Name: _____

Eugene L Cliett

Title: _____

PRESIDENT

Date: _____

5/20/13

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0010 (June 2014)	FOR FCC USE ONLY
<h2 style="margin: 0;">FCC 323</h2> <h3 style="margin: 0;">OWNERSHIP REPORT FOR COMMERCIAL BROADCAST STATIONS</h3>		FOR COMMISSION USE ONLY FILE NO. BOA-20141202ABH

Section I - General Information

1.	Legal Name of the Respondent PHILADELPHIA TELEVISION NETWORK, INC.		
	Street Address (1) 2 JOHNS LANE		
	Street Address (2)		
	City LAFAYETTE HILL	State or Country (if foreign address) PA	ZIP Code 19444 -
	Telephone Number (include area code) 2159893595	E-Mail Address (if available) ELCLIETT@PHILLYTVNEWS.COM	
	FCC Registration Number: 0007622624	Call Sign WCFG-LD	Facility ID Number 167606
2.	Contact Representative PHILADELPHIA TELEVISION NETWORK, INC.	Firm or Company Name	
	Street Address (1) 2 JOHNS LANE		
	Street Address (2)		
	City LAFAYETTE HILL	State or Country (if foreign address) PA	ZIP Code 19444 -
	Telephone Number (include area code) 2159893595	E-Mail Address (if available) ELCLIETT@PHILLYTVNEWS.COM	
3.	Nature of Respondent (See Instructions for definitions) <input checked="" type="radio"/> Licensee <input type="radio"/> Permittee <input type="radio"/> Entity with an attributable interest		
4.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Other <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)		
5.	All of the information furnished in this Report is accurate as of 11/01/2013 <i>(Date entered must (1) be Oct. 1 of the filing year when filing a Biennial Ownership Report (or Nov. 1, 2009 in the case of the initial filing); or (2) be no more than 60 days prior to the date of filing when filing a non-biennial Ownership Report.)</i>		
6.	Purpose: This Report is filed for: (choose one)		
	a. <input checked="" type="radio"/> Biennial		
	b. <input type="radio"/> Validation and Resubmission of a previously filed Biennial Report (certifying no change from previous Report)		
	c. <input type="radio"/> Transfer of Control or Assignment of License/Permit		
	d. <input type="radio"/> Report by Permittee filing within 30 days after the grant of a construction permit for a new commercial AM, FM or full power television broadcast station.		
	e. <input type="radio"/> Update / certification of accuracy of an initial Ownership Report filed by Permittee (filing in conjunction with Permittee's application for a station license)		
	f. <input type="radio"/> Amendment to a previously filed Ownership Report	File Number: -	

If an Amendment, **submit as an Exhibit** a listing by Section and Question Number the portions of the previous Report that are being revised. [Exhibit 1]

7. Licensee and Station Information. The stations listed below are all licensed to the following person or entity:

Licensee Name	Licensee's FCC Registration Number (FRN)
PHILADELPHIA TELEVISION NETWORK	0007622624

Station List

This Report is filed for the following stations:

Copy	Call Sign	Facility ID Number	Location (City/State)	Class of service
1.	WEFG-LD	167606	PHILADELPHIA , PENNSYLVANIA	TV Translator or LPTV station

8. Respondent is:

Sole Proprietorship
 Not-for-profit corporation
 Limited partnership
 For-profit corporation
 General partnership
 Other

If "Other," describe nature of the Respondent in an Exhibit. [Exhibit 2]

Section II-B - Biennial Ownership Information

1. Contract Information. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only Licensees, or Respondents with a majority interest in or that otherwise exercise de facto control over the subject Licensee shall respond. Other Respondents should select "Not Applicable" in response to this question.) If the agreement is a local marketing agreement (LMA) or a joint sales agreement (JSA), or if the agreement is a network affiliation agreement, check the appropriate box; otherwise, select "Other" for non-LMA/JSA or network affiliation agreements.

Not Applicable

[Enter Contract Information]

2. Capitalization (Only Licensees or entities with a majority interest in or that otherwise exercises de facto control over the subject Licensee shall respond.)

Not Applicable

Capitalization Information

Copy	Class of stock (preferred, common or other)	Voting or Non-voting	Number of shares			
			Authorized	Issued and Outstanding	Treasury	Unissued
1.	<input type="radio"/> Preferred <input checked="" type="radio"/> Common <input type="radio"/> Other (specify)	<input checked="" type="radio"/> Voting <input type="radio"/> Non-Voting	2000	2000	0	0

3. (a.) Ownership Interests. This Question requires Respondents to enter detailed information about ownership interests by generating a series of subforms. Answer each question on each subform. The first subform listing should be for the Respondent itself. If the Respondent is not a natural person, also list each of the officers, directors, stockholders, noninsulated partners, members and other persons or entities with a direct attributable interest in the Respondent. (A "direct" interest is one that is not held through any intervening companies or entities.) In the case of vertical or indirect ownership structures, report only those interests in the Respondent that also represent an attributable interest in the Licensee for which the Report is being submitted.

List each person or entity with a direct attributable interest in the Respondent separately. Entities that are part of an organizational structure that includes holding companies or other forms of indirect ownership must file separate ownership reports. In such a structure do not report or file separate reports for persons or entities that do not have an attributable interest in the Licensee for which the report is being submitted.

Ownership Interests Information

Copy 1.	Name	PHILADELPHIA TELEVISION NETWORK, INC.
	Address	Street 2 JOHNS LANE City/State LAFAYETTE HILL , PENNSYLVANIA Postal/ZIP Code 19444 - Country (if not U.S.)
	Listing Type	<input checked="" type="radio"/> Respondent <input type="radio"/> Other Interest Holder
	Relationship to Licensee	<input checked="" type="radio"/> Licensee (or Officer/Director of Licensee) <input type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest
	Positional Interest (Check all that apply)	<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):
	FCC Registration Number	0007622624
Gender, Ethnicity, Race and Citizenship Information (Natural Persons)	<input checked="" type="checkbox"/> N/A (entity)	
	Gender <input type="radio"/> Male <input type="radio"/> Female	
	Ethnicity <input type="radio"/> Hispanic or Latino <input type="radio"/> Not Hispanic or Latino	
	Race (Check all that apply) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
	Citizenship	
Percentage of votes	0 %	
Percentage of equity	0 %	

	Percentage of total assets (equity debt plus)	0 %
Copy 2.	Name	RICHARD H GLANTON
	Address	Street 116 VILLAGE BLVD SUIT 73 City/State PRINCETON , NEW JERSEY Postal/ZIP Code 08540 - Country (if not U.S.)
	Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder
	Relationship to Licensee	<input type="radio"/> Licensee (or Officer/Director of Licensee) <input checked="" type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest
	Positional Interest (Check all that apply)	<input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):
	FCC Registration Number	0020012183
Gender, Ethnicity, Race and Citizenship Information (Natural Persons)	<input type="checkbox"/> N/A (entity)	
	<u>Gender</u> <input checked="" type="radio"/> Male <input type="radio"/> Female	
	<u>Ethnicity</u> <input type="radio"/> Hispanic or Latino <input checked="" type="radio"/> Not Hispanic or Latino	
	<u>Race</u> (Check all that apply) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
	<u>Citizenship</u> US	
	Percentage of votes	50 %
	Percentage of equity	50 %
	Percentage of total assets (equity debt plus)	0 %
Copy	Name	EUGENE L CLIETT

3.	Address	Street 2 JOHNS LANE City/State LAFAYETTE HILL , PENNSYLVANIA Postal/ZIP Code 19444 - Country (if not U.S.)
	Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder
	Relationship to Licensee	<input type="radio"/> Licensee (or Officer/Director of Licensee) <input checked="" type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest
	Positional Interest (Check all that apply)	<input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):
	FCC Registration Number	0020001061
	Gender, Ethnicity, Race and Citizenship Information (Natural Persons)	<input type="checkbox"/> N/A (entity) <u>Gender</u> <input checked="" type="radio"/> Male <input type="radio"/> Female <u>Ethnicity</u> <input type="radio"/> Hispanic or Latino <input checked="" type="radio"/> Not Hispanic or Latino <u>Race (Check all that apply)</u> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <u>Citizenship</u> US
	Percentage of votes	42 %
	Percentage of equity	42 %
	Percentage of total assets (equity debt plus)	0 %

(b.)	Respondent certifies that any equity and financial interests not reported in response to Question 3(a) are non-attributable.	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 3]
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	<p>If "No," submit as an Exhibit an explanation.</p>	
(c.)	<p>Does the Respondent or any person/entity with an attributable interest in the Respondent also hold an attributable interest in any other broadcast station, or in any newspaper entities in the same market, as defined in 47 C.F.R. Section 73.3555?</p> <p>If "Yes", provide information describing the interest(s), using EITHER the subform OR the spreadsheet option below for the applicable type of interest (broadcast or newspaper). Respondents with a large number (50 or more) of entries to submit should use the spreadsheet option. NOTE: Spreadsheets must be submitted in a special "XML Spreadsheet" format with the appropriate structure that is specified in the documentation. For instructions on how to use the spreadsheet option to complete this question (including templates to start with), please Click Here.</p> <p>[Broadcast Interests Subform]</p> <p>[Newspaper Interests Subform]</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
(d.)	<p>Are any of the individuals listed in response to Question 3(a) married, related as parent-child, or related as siblings?</p> <p>If "Yes", complete the information describing the relationship.</p> <p>[Enter Familial Relationships Information]</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
(e.)	<p>Is Respondent seeking an attribution exemption for any officer or director with duties unrelated to the Licensee ?</p> <p>If "Yes", complete the information in the required fields and submit an Exhibit fully describing that individual's duties and responsibilities, and explaining why that individual should not be attributed an interest.</p> <p>[Enter Attribution Exemption Information]</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
4.	<p>Respondent's Interests Held. Each Respondent other than a Licensee should list the name and FCC Registration Number of all entities in which the Respondent holds a direct attributable ownership interest, where that listed entity has an attributable ownership interest in the Licensee of the stations associated with the Report. Licensees should select "N/A" in response to this question.</p> <p>For any listing that includes the name of a person or entity reported on multiple Ownership Reports, ensure that the FRN information is consistent among all such Ownership Reports. Respondents should coordinate with each other to ensure such consistency.</p> <p>[Enter Respondent Interests Held Information]</p>	<p><input checked="" type="checkbox"/> N/A</p>
5.	<p>Organizational Chart. LICENSEES ONLY: Attach a flowchart or similar document showing the Licensee's vertical ownership structure including the Licensee and all persons/entities that have attributable interests in the Licensee.</p> <p>Non-Licensee Respondents should select "N/A" in response to this question.</p>	<p><input checked="" type="checkbox"/> N/A [Exhibit 5]</p>

SECTION III - CERTIFICATION

I certify that I am PRESIDENT

(Official Title)

of PHILADELPHIA TELEVISION NETWORK, INC

(Exact legal title or name of Respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of the signature below must (1) be no earlier than Oct. 1 of the filing year when filing a Biennial Ownership Report (and no earlier than Nov. 1, 2009 in the case of the initial filing); or (2) be no more than 60 days prior to the date of filing when filing a non-biennial Ownership Report.)

Signature EUGENE L CLIETT	Date 12/02/2014
Telephone Number of Respondent (Include area code) 2159893595	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits