EXHIBIT D

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT is made and entered into by and between READING BROADCASTING, INC., a Pennsylvania corporation ("Reading"), and PARTEL, INC., a Washington corporation ("Company").

R E C I T A L S

A. Reading owns and operates a commercial television station, Channel 51, in Reading, Pennsylvania ("Station").

B. Reading is currently operating under the provisions of Chapter 11 of the Bankruptcy Code, and is attempting to implement and/or carry out a plan of reorganization under Chapter 11.

C. The Company has extensive experience and capabilities in managing and operating commercial television stations, and is willing to provide management, operating, consulting, and other services to Reading in accordance with and subject to the terms and conditions set forth herein.

D. Reading believes it is in the best interests of itself, its shareholders, and its creditors to retain the Company to provide such services both to enhance Reading's abilitiy to successfully reorganize itself and to provide for successful operations of the Station in the future.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto mutually agree as follows:

A G R E E M E N T

1. Term. The term of this Agreement shall be as follows:

a. Original Term. The original term of this Agreement shall be for a period of approximately thirty-one (31) months commencing on the date hereof and ending on December 31, 1991.

b. Automatic Renewal. This Agreement, and all of the terms and conditions hereof, shall be automatically renewed for successive terms of one year each unless either party gives the other party written notice at least thirty (30) days prior to the completion of the then current term of this Agreement of the party's intention not to renew this Agreement.

2. Termination. Notwithstanding the provisions of Section 1 hereof, this Agreement may be terminated as follows:

a. Termination for Cause. Reading shall have the right to terminate this Agreement for cause at any time. For purposes of this Agreement, "cause" shall mean (1) an officer of the Company having been convicted of any felony during the term of this Agreement or (2) the intentional misfeasance by an officer of the Company in the performance of his duties hereunder.

b. Termination in the Event of Sale. In the event of a sale by Reading of all, or substantially all, of Reading's assets, or the sale or issuance of a majority interest in Reading, to an unrelated third party, this Agreement may be terminated by Reading; provided, however, that in the event

of such sale and termination, Reading shall pay to the Company the compensation set forth in Section 5(d) below. For purposes of this Agreement, an "unrelated third party" shall mean: (1) a person or entity other than a shareholder of Reading; (2) a person not related to a shareholder of Reading; or (3) an entity in which a shareholder of Reading, or a person related to a shareholder of Reading, has no interest, direct or indirect.

c. Termination by Partel. The Company may terminate this Agreement at any time and for any reason upon ninety (90) days' written notice to Reading.

d. Termination for Inadequate Performance and Death or Disability. Reading may also terminate this Agreement (1) upon the death or disability of Mike Parker ("Parker"); or (2) at any time during the period beginning January 1, 1991 and ending on March 31, 1991 if the Station's net revenues (as defined in paragraph 5(b) below) are less than $95,000.00 for the period ending June 30, 1990, and $150,000 for the fiscal year ending December 31, 1990. * For purposes of this Agreement, the term "disability" shall mean any permanent disability which prevents Parker from providing services to Reading on behalf of the Company for a period of ninety (90) consecutive days.

3. Duties and Authority of the Company. During the term of this Agreement, the Company will provide such managerial, operational, consulting, and other services as Reading may reasonably request or as the Company may reasonably consider necessary in order to manage and operate the Station. Excluding

[*, this provision shall, to the extent applicable, be modified by an approved plan of reorganization.]

final programming decisions, the Company shall have the full authority necessary to conduct the day-to-day operations of the Station. The Company's authority shall include, but not be limited to, the authority to make personnel decisions and enter into contracts on behalf of Reading. In order to assist the Company in carrying out its duties under this Agreement, Reading shall elect Parker as Executive Vice-President and Chief Operating Officer of Reading with the full authority necessary to conduct the day-to-day operations of the Station. Parker's authority shall include, but not be limited to, the authority to make personnel decisions and enter into contracts on behalf of Reading. Parker shall not, however, have authority: (1) to enter into contracts on behalf of Reading with terms in excess of one (1) year without the prior approval of Reading, and (2) to write checks without the prior approval of one other officer of Reading; provided, however, Reading shall not write checks without Parker's prior approval.

4. Personnel to be Deployed by the Company. It is agreed that, in discharging its obligations under this Agreement, the Company shall not be required to assign any particular individual to Reading's account; provided, however, with the exception of Parker, the Company agrees not to assign any individual to Reading's account to whom Reading objects in writing or, if previously assigned to Reading's account, to remove any such individual from Reading's account. It is understood and agreed that, notwithstanding the Company's obligation to provide management and other services hereunder, Reading will, at its own

expense, employ such other persons as may be necessary to carry out the day-to-day operations of the Station.

5. Compensation to the Company. As consideration for entering into this Agreement and as compensation for services to be rendered by the Company under this Agreement:

a. Equity Interest. Within thirty (30) days of the date on which Reading obtains Bankruptcy Court approval of this Agreement and/or a plan or amended plan of reorganization, as the case may be, reflecting the existence of this Agreement, Reading will issue to the Company such number of shares of Reading's common stock as may be necessary to give the Company a 25% equity interest in Reading. Reading warrants that it will take all actions necessary to issue such stock to the Company, and that following the issuance of the stock, Reading will not take any action which may or will dilute the Company's equity interest in Reading without the Company's prior written consent, which consent shall not be unreasonably withheld and which shall be deemed to be given in the event of a public offering of Reading's stock if such stock is registered with the Securities and Exchange Commission. In the event the Company shall terminate this Agreement pursuant to paragraph 2(c) above within one (1) year of the date of this Agreement, Reading, during a ninety (90) day period beginning on the date on which the Company shall have terminated this Agreement, shall have the right to repurchase any stock previously issued pursuant to this

paragrah to the Company for the cash sum of Five Thousand Dollars ($5,000.00), the agreed fair market value of a twenty-five percent (25%) equity interest in Reading.

b. Compensation During Term. During the term of this Agreement, including any renewals hereof, Reading shall pay to the Company 25% of the Station's monthly net revenues in excess of $4,000; provided, however, the total amount paid hereunder to the Company for any fiscal year shall not exceed 25% of the Station's net revenues for that fiscal year in excess of $48,000. For purposes of this Agreement, the phrase "net revenues" shall mean the Station's gross revenues and receipts less the sum of (1) ordinary and necessary business expenses incurred in connection with the operation of the Station, including lease and royalty payments for real or personal property used exclusively in connection with the operation of the Station, but excluding salary and other compensation to officers, directors, and shareholders of Reading other than those in effect on the date of execution of this Agreement, if any; and (2) interest payments with respect to current indebtedness and indebtedness incurred hereafter with the Company's written consent. Amounts paid by Reading to the Company under this Section 5 and Section 7 shall not be taken into account when determining net revenues. It is expressly understood and agreed that capital expenditures shall not in any way affect or reduce the Station's net revenues, ~~and~~ that net revenues shall be computed without reference to income taxes and non-cash

M.P.

items, including, but not limited to, depreciation, amortization, and prepaid expenses. Net revenues shall be determined in accordance with generally accepted accounting principles using the cash basis.

c. Compensation Following Expiration or Termination for Reasons Other Than Sale. As additional compensation, Reading shall pay to the Company 25% of the Station's monthly net revenues in excess of $4,000 during the period ending on December 31 of the third fiscal year immediately following the fiscal year during which this Agreement is terminated, whether termination is a result of the expiration of the term of this Agreement pursuant to Section 1 hereof, whether terminated pursuant to Section 2 hereof (unless: (1) a court of competent jurisdiction shall have determined Reading was justified in terminating this Agreement for cause as defined in paragraph 2(a) above, (2) the Company shall have terminated this Agreement pursuant to paragraph 2(c) above, or (3) termination is a result of the death or disability of Parker), or otherwise; provided, however, the total amount paid hereunder to the Company for any fiscal year shall not exceed 25% of the Station's net revenues for that fiscal year in excess of $48,000; further provided, Reading shall have no obligation to pay any amount hereunder to the Company with respect to any fiscal year beginning on or after January 1, 2000.

d. Compensation in the Event of Sale. In the event that this Agreement is terminated by Reading due to a sale

of all, or substantially all, of Reading's assets, or the sale or issuance of a majority interest in Reading, to an unrelated third party, Reading shall pay to the Company the compensation set forth below, which payment shall be paid in cash in one lump sum on or before that date which is ten (10) days from the date of termination and which payment shall be in lieu of the compensation as set forth in Section 5(c) above.

(i) In the event that a sale is consummated by Reading on or before June 15, 1989, Reading shall pay to the Company the sum of Ten Thousand Dollars ($10,000);

(ii) In the event that a sale is consummated by Reading on or before July 15, 1989, Reading shall pay to the Company the sum of Fifty Thousand Dollars ($50,000);

(iii) In the event that a sale is consummated by Reading on any date after July 15, 1989, Reading shall pay to the Company the sum of Two Hundred Fifty Thousand Dollars ($250,000).

e. No Compensation for Services as Officer. Neither the Company nor Parker shall be entitled to any additional compensation on account of the status of Parker as Executive Vice-President and Chief Operating Officer of Reading.

6. Payment of Compensation.

a. Monthly Payments. Reading shall pay to the Company the Company's share of the Station's monthly net

revenues no later than the 10th day of the following calendar month. In the event that the total monthly payments made to the Company for any fiscal year should exceed the Company's share of the Station's net revenues for that fiscal year, the Company shall refund the excess to Reading within sixty (60) days of the close of that fiscal year.

b. Late Payments. In the event Reading fails to make all or part of any payment when due, such unpaid amount will bear interest at the rate of 1.5% per month.

c. Accounting. Reading shall provide the Company with monthly financial statements within ten (10) days of the close of the month and an annual accounting no later than 45 days following the close of Reading's fiscal year which shall show the Station's net revenues, including the computation thereof, and all information necessary to establish the amount of the Company's compensation. The Company and its agents shall have the right, at the Company's own expense and upon five (5) days' notice, to at any time examine Reading's books and records for the purpose of verifying the Station's net revenues or any other proper purpose.

7. Reimbursement of Expenses. In addition to all consideration and compensation payable pursuant to Section 5 above, and subject to such limitations as Reading and the Company shall ~~may~~ agree upon in writing, Reading shall also pay and/or reimburse the Company for all reasonable expenses incurred or

paid by the Company in performance of the Company's obligations under this Agreement, upon presentation of expense statements, vouchers, or such other supporting information as Reading may reasonably require. For purposes of this Agreement, expenses shall include, but not be limited to, the reasonable value of services provided to Reading by employees of the Company other than the Company's officers. Notwithstanding paragraph 5(b) above, expenses paid or reimbursed by Reading shall be taken into account when determining net revenues to the extent such expenses are reimbursements or payments to the Company for services provided to Reading by the Company's employees.

8. Indemnification. Reading hereby agrees to indemnify and hold the Company and Parker harmless from and against any and all losses, claims, damages, and liabilities of any nature whatsoever arising under this Agreement or out of the Company's and Parker's activities with respect to the Station unless such loss, claim, damage, or liability results from the Company's or Parker's gross negligence or willful misconduct. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Company and Parker shall not be responsible for any bills or fees from F.C.C. attorneys, engineers, security attorneys, or any other professionals hired by Reading or hired by the Company or Parker on behalf of Reading.

9. Independent Contractor Status. It is expressly understood and agreed that the Company is an independent contractor

under this Agreement, and that the Company and Reading are neither joint venturers nor partners.

10. Company Not Insurer. Reading acknowledges and agrees that while the Company shall act responsibly and faithfully in performing its management and advisory consulting services to Reading, the Company does not insure or guarantee the success of the Station, economically or otherwise.

11. Notices. All notices required or permitted to be given pursuant to this Agreement shall be sent to the parties at the following addresses:

If to Reading:

Reading Broadcasting, Inc.
1749 N. 11th Street
Reading, Pennsylvania 19604

If to the Company:

Partel, Inc.
P.O. Box 1834
Auburn, Washington 98071-1834
Attention: Mr. Mike Parker

or to such other address as any party may designate in writing given to the other parties. If any notice is given by mail, notice shall be deemed to have been given on the date of posting.

12. Miscellaneous.

a. Injunctive Relief. Reading expressly acknowledges and agrees that, in addition to any other remedies the Company may have pursuant to this Agreement or as allowed by law, the Company shall be entitled to obtain injunctive relief to enforce this Agreement in the event of its breach. Reading acknowledges that, with the exception of a breach of

been terminated by either party pursuant to the terms of this Agreement, and further provided that this Agreement is otherwise in full force and effect,

Reading's duty to pay a portion of the Station's net revenues to the Company pursuant to paragraphs 5(b) and 5(c) above, the Company will suffer irreparable injury as a result of a breach of this Agreement.

b. Material Breach and Liquidated Damages. Reading acknowledges and agrees that its failure to elect Parker as Reading's Executive Vice-President and Chief Operating Officer or, after having so elected Parker, fails to reelect or removes Parker as its Executive Vice-President and Chief Operating Officer at any time during the term of this Agreement, shall constitute a material breach of this Agreement. Reading acknowledges that establishing what the Station's net revenues would have been if Reading had not failed to elect or reelect Parker, or had it not removed Parker as an officer of Reading, would be difficult if not impossible and, consequently, agrees to pay liquidated damages in the amount of $200,000 to the Company in the event of such breach. Reading's obligation to pay liquidated damages to the Company as set forth in the preceding two sentences relates solely to Reading's duty to elect, reelect, and retain Parker as its Executive Vice-President and Chief Operating Officer during the term of this Agreement, and shall not in any way affect Reading's other obligations under this Agreement or the Company's rights under this Agreement or at law with respect to any other breach of this Agreement, including, but not limited to, the Company's rights under Section 5 hereof.

c. Plan of Reorganization. Reading represents, covenants, and warrants that it will take all such actions as may be necessary to implement this Agreement, including, but not limited to, seeking to obtain the Bankruptcy Court's approval of this Agreement and/or a plan or an amended plan of reorganization, as the case may be, reflecting the existence of this Agreement.

d. December 31 Fiscal Year. For purposes of this Agreement, Reading's fiscal year shall be deemed to continue to end on December 31 even if Reading should change to another fiscal year.

e. No Waiver. No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any right or remedy provided by law.

f. Headings. The headings contained in this Agreement are for reference purposes only, and shall not effect in any way the meaning or interpretation of this Agreement.

g. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns,

including, but not limited to, any person or entity who acquires all or substantially all of either party's assets or a majority interest in either party. This Agreement shall not be assigned by the Company without Reading's written consent, which consent shall not be unreasonably withheld.

h. Amendment. This Agreement shall not be altered or otherwise amended except pursuant to a written amendment executed by each party hereto.

i. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior written agreements and negotiations and all understandings, if any, with respect thereto.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

k. Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of Pennsylvania. The parties agree that venue and jurisdiction for resolution of any dispute arising hereunder shall be proper in the Court of Common Pleas of Philadelphia County, Commonwealth of Pennsylvania, and shall not be removed therefrom.

l. Severability. If any provision of this Agreement or the application thereof to any person or circumstance

shall, to any extent, be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held to be invalid, illegal, or unenforceable, will not be affected thereby, and this Agreement shall be legal and valid and be enforceable to the fullest extent permitted by law as if such invalid, illegal, or unenforceable provision had never been included herein.

m. Attorneys' Fees. In the event that a dispute arises as to the interpretation or the enforcement of any provision of this Agreement and either party refers such dispute to any attorney for resolution, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred in connection therewith, whether or not litigation is commenced.

*3 DATED this 28th day of Nov, 1989.

READING BROADCASTING, INC.

Attest: [signature]
Its Secretary

By [signature]
Its President

PARTEL, INC., a Washington Corporation

By [signature]
Mike Parker
Its President

n. Approvals. This Agreement is subject to Bankruptcy counsel's approval as to content and form under the Bankruptcy Act, Rules and Regulations and subject to the approval of the Board of Directors and Bankruptcy Court.

Jal
M.P. *3

STATE OF PA)
) ss.
COUNTY OF BERKS)

On this 28th day of MAY, 1989, before me personally appeared HENRY P. BURKHOLDT and JACK A. UNTOD, to me known to be the PRESIDENT and Secretary, respectively, of READING BROADCASTING, INC., described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

Christine E. Taylor
Notary Public in and for the
State of PA, residing
at
My Commission Expires:

NOTARIAL SEAL
CHRISTINE E. TAYLOR, Notary Public
Reading, Berks County, PA
My Commission Expires 10-26-92

STATE OF PA)
) ss.
COUNTY OF BERKS)

On this 18 day of May, 1989, before me personally appeared MIKE PARKER, to me know to be the President of PARTEL, INC., described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

Christine E. Taylor
Notary Public in and for the
State of _____, residing
at
My Commission Expires:

DJP15.31

NOTARIAL SEAL
CHRISTINE E. TAYLOR, Notary Public
Reading, Berks County, PA
My Commission Expires 10-26-92

EXHIBIT E

ORIGINAL

Approved by OMB
3060-0440
Expires 12/31/90

FEDERAL COMMUNICATIONS COMMISSION

FEE PROCESSING FORM

FOR FCC USE ONLY

04-03-91 8180767 003

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle initial)
Reading Broadcasting, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to instruction (2) on reverse of form)
c/o Paula Friedman (Applicant's Attorney)

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)
Sidley & Austin, 1722 Eye Street, N.W.

CITY
Washington, D.C.

STATE OR COUNTRY (if foreign address)	ZIP CODE	CALL SIGN OR OTHER FCC IDENTIFIER (If applicable)
	20006	WTVE(TV)

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

	(A) FEE TYPE CODE	(B) FEE MULTIPLE (If required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(1)	M A T	/	$ 35.00	

SECTION II — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

	(A) FEE TYPE CODE	(B) FEE MULTIPLE (If required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(2)			$	
(3)			$	
(4)			$	
(5)			$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE. →

TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING	FOR FCC USE ONLY
$35.00	3500

This form has been authorized for reproduction.

Approved by OMB
3060-0010
Expires 6/30/92

United States of America
Federal Communications Commission
Washington, D. C. 20554

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

1. All of the information furnished in this Report is accurate as of

March 28, 19 91.

(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

This report is filed pursuant to Instruction *(check one)*

1(a) [X] Annual 1(b) [ ] Transfer of Control or Assignment of License 1(c) [ ] Other

for the following stations:

Call Letters	Location	Class of service
WTVE	Reading, PA	Television

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee *(See Instruction 3)*:

None

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

None

CERTIFICATION

I certify that I am President
(Official title, see Instruction 1)

of Reading Broadcasting, Inc.
(Exact legal title or name of respondent)
(as Debtor-in-Possession)

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

(Date of certification must be within 60 days of the date shown in Item 1 and in no event prior to Item 1 date):

[signature] 3/28 19 91
(Signature) *(Date)*

Telephone No. of respondent *(include area code)*:

215-921-9181

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

Name and Post Office Address of respondent:

Reading Broadcasting, Inc.
1729 North 11th Street
Reading, PA 19604

4. Name of entity, if other than licensee or permittee, for which report is filed *(see Instruction 3)*:

None

5. Respondent is:

[ ] Sole Proprietorship
[X] For-profit corporation
[ ] Not-for-profit corporation
[ ] General Partnership
[ ] Limited Partnership
[ ] Other: _____

If a limited partnership, is certification statement included as in Instruction 4?

[ ] Yes [ ] No

*See Exhibit 1 attached.

04/05/91

6. List all contracts and other instructions required to be filed by Section 73.3613 of the Commission's Rules and Regulations. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Articles of Incorporation and By-Laws	Commonwealth of Pennsylvania	November 3, 1976	Perpetual
Order Approving Petition for Involuntary Bankruptcy	(United States Bankruptcy Court, Eastern District of Pennsylvania)	(Order entered October 28, 1986)	

7. Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee, shall respond.)

Class of Stock (preferred, common or other)	Voting or Non-voting	Number of Shares			
		Authorized	Issued and Outstanding	Treasury	Unissued
Class A common	Voting	150,000	50,000		100,000

Remarks concerning family relationships, attribution exemptions and certifications: *(See Instructions 4, 5 and 6)*

N/A

8. List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages, if necessary. See Instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.
8. All other ownership interests of 5% or more (whether or not attributable) as well as any corporate officership or directorship in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

	(a)	(b)	(c)
1	Michael Parker 22720 SE 410th St. Enumclaw, WA 98022		
2	USA		
3	President/Director		
4	0		
5	0		
6	0		
7	N/A		
8	N/A		

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(d)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

1. List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages, if necessary. See Instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules, including nature and size of such interest.
8. All other ownership interests of 5% or more, whether or not attributable, as well as any corporate officership or directorship in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

	(a)	(b)	(c)
1	Henry N. Aurandt, M.D. Helen K. Aurandt 16 Hemlock Circle, R.D. #1 Wernersville, PA 19565	Robert A. Denby, M.D. 200 Wilson Street West Lawn, PA 19609	Sergio Proserpi, M.D. Penelope P. Proserpi Box 90, R.D. #1 Reading, PA 19607
2	USA	USA	USA
3	Director		
4	18,000	5,000	2,000
5	18,000	5,000	2,000
6	36%	10%	4%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

8. List officers, directors, cognizable stockh s and partners. Use one column for each individual or . Attach additional pages, if necessary. See Instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules, including nature and size of such interest.
8. All other ownership interests of 5% or more, whether or not attributable, as well as any corporate officership or directorship in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3556 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

1	(a)	(b)	(c)
	Jack A. Linton Nancy A. Linton 1530 Oak Lane Reading, PA 19604	Irvin Cohen 1505 Lorraine Road Reading, PA 19604	Roger N. Longenecker, M.D. L. Carole Longenecker R.D. #1 Box 134 Leesport, PA 19533
2	USA	USA	USA
3	Secretary/Director		
4	1,000	4,000	2,500
5	1,000	4,000	2,500
6	2%	8%	5%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

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List officers, directors, cognizable stockho...s and partners. Use one column for each individual or e... Attach additional pages, if necessary. See Instructions 4, 5, and 6.

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. Citizenship.

. Office or directorship held.

. Number of shares or nature of partnership interest.

. Number of votes.

6. Percentage of votes.

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	(a)	(b)	(c)
1	Ralph H. Tietbohl, M.D. 3051 Van Reed Road Sinking Spring, PA 19609	Ted Verbinski, M.D. Patricia J. Verbinski 1414 Old Mill Road Wyomissing, PA 19610	Robert H. Clymer,M.D. Fay H. Clymer Old Lauers Lane Wyomissing, PA 19610
2	USA	USA	USA
3			Director
4	2,500	2,500	2,000
5	2,500	2,500	2,000
6	5%	5%	4%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

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List officers, directors, cognizable stockh .s and partners. Use one column for each individual or . /. Attach additional pages, if necessary. See Instructions 4, 5, and 6.

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4. Number of shares or nature of partnership interest.
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6. Percentage of votes.
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	(a)	(b)	(c)
1	Larry A. Rotenberg, M.D. Alison A. Rotenberg 1320 Van Steffy Avenue Wyomissing, PA 19610	David E. Mann, Sr. Barbara W. Mann 1410 Independence Drive West Lawn, PA 19609	Joanne V. Davis 600 Park Road South Wyomissing, PA 19610
2	USA	USA	USA
3			
4	2,000	1,500	1,500
5	2,000	1,500	1,500
6	4%	3%	3%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

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	(a)	(b)	(c)
1	Albert R. Boscov 1621 Union Street Reading, PA 19604	John R. Bower, Jr., M.D. Jill L. Bower 93 Wellington Blvd. Wyomissing, PA 19610	Edward C. Fischer, M.D. Noni J. Fischer 11 Jeffrey Road Reading, PA 19601
2	USA	USA	USA
3			Director
4	1,000	1,000	1,000
5	1,000	1,000	1,000
6	2%	2%	2%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

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:. Citizenship.

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	(a)	(b)	(c)
1	Bernard R. Gerber 4 Bobolink Drive Wyomissing, PA 19610	Catherine Z. Morrow R.D. #6 Box 460 Sinking Spring, PA 19608	Donald E. Stoudt, M.D. Mary Lu Stoudt 801 Sledge Avenue West Lawn, PA 19609
2	USA	USA	USA
3			
4	1,000	1,000	500
5	1,000	1,000	500
6	2%	2%	1%
7	N/A	N/A	N/A
8	N/A	N/A	N/A

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EXHIBIT 1

On April 29, 1988 the Commission granted the application of Reading Broadcasting, Inc. for consent nunc pro tunc to the involuntary transfer control of television station WTVE Channel 51, Reading, Pennsylvania, from Reading Broadcasting, Inc. to Reading Broadcasting, Inc. as Debtor-in-Possession. Reading Broadcasting, Inc. as Debtor-in-Possession remains in control of the license for WTVE.