



Schedule C

**CORPORATE TRUST SERVICES
FEES FOR ESCROW AGENT SERVICES**

As Escrow Agent, The First National Bank of Chicago will hold as a neutral third party for your corporate business transactions cash, securities or documents (the "Escrow Fund") and administer the Escrow Fund in accordance with the terms of your written Escrow Agreement.

A MINIMUM ACCEPTANCE FEE OF \$1,500.00 will be charged to cover the legal review of your Escrow Agreement, the legal review of any other closing documents and the initial set-up of your account.

THE ACCEPTANCE FEE will be assessed on a transaction by transaction basis depending on the time and complexity of the legal review, the value and risk involved, and additional resource requirements of initial account set-up to include the attendance of Corporate Trust personnel at your closing.

Annual Administrative Fee

A fee for the ordinary administration of the escrow account will be charged annually (in advance) based upon the value of assets in the account at the beginning of the billing period plus any deposits made during the billing period. Ordinary administration covers administrative time and assumed risk of transaction.

<u>VALUE</u>	<u>FEE</u>
First \$ 1,000,000	\$2,000.00 MINIMUM
Next \$ 1,000,000	\$ 0.60 per thousand
Next \$ 8,000,000	\$ 0.30 per thousand
Over \$10,000,000	\$ 0.20 per thousand

An account life of less than six months will be billed one-half of the full Annual Administration Fee, subject to the \$2,000 minimum fee. An account life greater than six months is subject to full Annual Administration Fee.

III. Operating/Activity Fees

Fees for additional services are as follows:

Distributions in excess of two per year	\$50.00 per disbursement
Processing security purchase/sales	\$100.00 per transaction

(There is no charge for processing investments through First Sweep utilizing the First Prairie Money Market Fund.)

Deposit or withdrawal of securities	\$ 35.00 each
Wire transfers, each	\$ 15.00 each
Outgoing wire transfer instructions received by us after 2:00 P. M.	\$ 50.00 each
Telexes	\$ 15.00 each
Savings Account Deposit/Withdrawal	\$ 25.00 each
Special Valuations	... By Appraisal
Letters of Credit	
Draws	\$100.00 each
Amendments, extensions, etc.	\$ 50.00 each
Check Returns	\$ 50.00 each
Amendments to the Escrow Agreement and/or substitution of collateral	\$250.00 each
Termination Fee	
minimum fee for account life less than six months	\$200.00
for account life greater than six months	\$500.00

IV. Expenses and Other Charges

Fees for services not specifically covered in this schedule will be assessed in amounts commensurate with the services rendered. The fees in this schedule are subject to reasonable adjustment as changes in laws, procedures or costs of doing business demand. The costs of supplies and other out-of-pocket expenses that can be directly allocated will be added to our regular charges. In addition, a base out-of-pocket expense of 4% of fees will be assessed for those expenses that can not be directly allocated.

October 1, 1990

pac
0229J-7-8

ATTACHMENT 2

DECLARATION

Howard N. Gilbert, under penalty of perjury, hereby declares the following to be true and correct:

1. I am Vice President and Secretary of Monroe Communications Corporation ("Monroe"), an applicant for a construction permit for a new television station to operate on Channel 44 in Chicago, Illinois. I am preparing this Declaration for submission to the Federal Communications Commission in connection with a "Joint Request for Approval of Settlement Agreement, Dismissal of Monroe Application and Grant of Video 44 Application" ("the Joint Request").

2. The Joint Request seeks approval of a settlement agreement ("the Settlement Agreement") between Monroe and Video 44, licensee of Station WSNS-TV, Channel 44, Chicago, Illinois. A copy of the Settlement Agreement is included as an attachment to the Joint Request. Monroe considers the Settlement Agreement to be in the public interest because, if approved, that agreement would terminate the protracted litigation over the Channel 44 authorization, thus conserving public and private resources.

3. Other than as set forth in the Settlement Agreement, neither Monroe nor any of its principals has received or been promised any consideration in exchange for the dismissal of Monroe's application in MM Docket No: 83-575-576. The exact nature and amount of the consideration to be paid to Monroe by Video 44 in

exchange for the dismissal of Monroe's application is fully set forth in the Settlement Agreement.

4. Monroe's application (MM Docket No. 83-576, File No. BPCT-821101KH) was not filed for the purpose of reaching or carrying out a settlement agreement.



Howard N. Gilbert

Date: Oct. 26, 1992

ATTACHMENT 3

DECLARATION OF BURT I. HARRIS, SR.

I, Burt I. Harris, Sr., do declare, under penalty of perjury,
as follows:

1. I am the President of Harriscopes of Chicago, Inc., the 50% joint venturer in Video 44, licensee of WSNS-TV, Chicago, Illinois.

2. Video 44 considers the Channel 44 Settlement Agreement entered into on October 8, 1992 by and among Video 44's constituent joint venturers, Monroe Communications Corporation ("Monroe") and Monroe's directors and principal shareholders (a copy of which is being filed contemporaneously with this Declaration) to be in the public interest for the following reasons: (a) the Settlement Agreement will terminate the protracted litigation over the Channel 44 authorization, thereby conserving public and private resources; and (b) the Settlement Agreement will provide for the continued operation of WSNS-TV by Video 44 in the public interest.

3. Other than as set forth in the Channel 44 Settlement Agreement, neither Video 44 nor any of its principals has paid or promised to pay any consideration to Monroe or any of its principals in exchange for the dismissal of Monroe's application in MM Docket No. 83-575-576. The exact nature and amount of the consideration to be paid to Monroe by Video 44 in exchange for the dismissal of Monroe's application is fully set forth in the Channel 44 Settlement Agreement entered into on October 8, 1992.

4. Video 44's application (MM Docket No. 83-575; File No. BRCT-820802J9) was not filed for the purpose of reaching or carrying out a settlement agreement.



Burt I. Harris, Sr.

Dated: October 20, 1992

CERTIFICATE OF SERVICE

I, Gail Darr, hereby certify that I have this 28th day of October, 1992, sent by U.S. Postal Service, postage prepaid, or caused to be hand delivered, copies of the foregoing "JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT, DISMISSAL OF MONROE APPLICATION AND GRANT OF VIDEO 44 APPLICATION" to the following:

*Commissioner Alfred C. Sikes
Chairman
Federal Communications Commission
1919 M Street, N.W.
Room 814
Washington, D.C. 20554

*Commissioner James H. Quello
Federal Communications Commission
1919 M Street, N.W.
Room 802
Washington, D.C. 20554

*Commissioner Andrew C. Barrett
Federal Communications Commission
1919 M Street, N.W.
Room 844
Washington, D.C. 20554

*Commissioner Sherrie P. Marshall
Federal Communications Commission
1919 M Street, N.W.
Room 826
Washington, D.C. 20554

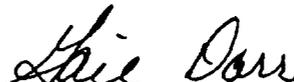
*Commissioner Ervin S. Duggan
Federal Communications Commission
1919 M Street, N.W.
Room 832
Washington, D.C. 20554

*Robert L. Pettit, General Counsel
Federal Communications Commission
1919 M Street, N.W.
Room 614
Washington, D.C. 20554

*Norman Goldstein, Esq.
Federal Communications Commission
Mass Media Bureau
2025 M Street, N.W.
Room 7212
Washington, D.C. 20554

*Daniel M. Armstrong
Federal Communications Commission
1919 M Street, N.W.
Room 602
Washington, D.C. 20554

*Grey C. Pash
Federal Communications Commission
1919 M Street, N.W.
Room 602
Washington, D.C. 20554



Gail Darr

* Hand Delivery

FARMER, McGUINN, FLOOD, BECHTEL & WARD
SUITE 402
1000 POTOMAC STREET, N.W.
WASHINGTON, D. C. 20007
(202) 296-6910

January 10, 1983

Howard N. Gilbert, Esq.
Aaron, Schimberg, Hess, Rusnak,
Deutsch & Gilbert
3400 Xerox Centre
55 West Monroe Street
Chicago, Illinois 60603

Dear Howard:

The purpose of this letter is to confirm the fee arrangements on the Channel 44 application of Monroe Communications Corporation.

Our agreement is that Monroe Communications will pay the following rates:

(1) Fifty dollars per hour for the services of Harry Cole and me, instead of our usual rates of \$125 per hour for Harry's time and \$150 per hour for my time.

(2) For other attorneys, law clerks and legal assistants, 50% of our normal rates except that there shall be a floor on law clerk and legal assistant time of \$20 per hour.

In the event the application of Monroe Communications Corporation is ultimately granted our rates would be adjusted so that we would be paid twice our usual rates for all time spent in the preparation and prosecution of the application, i.e., \$250 per hour for Harry's time and \$300 per hour for my time, etc. In the event the application is dismissed pursuant to a settlement agreement with other parties, our usual rates would apply, i.e., \$125 per hour for Harry's time and \$150 per hour for my time, etc. If the application is otherwise unsuccessful, no adjustment would be made to the hourly rates.

If this is in accord with your understanding, please

Howard N. Gilbert, Esq.
Page 2
January 10, 1983

initial the enclosed copy of this letter and return it to me
for my files.

Sincerely,

Gene A. Bechtel

cc: Harry F. Cole

ACCEPTED AND AGREED TO:

BEGHEL & COLE
CHARTERED
ATTORNEYS AT LAW
SUITE 250
1901 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 833-4190

HARRY F. COLE

June 30, 1999

TELECOPIER
(202) 833-3084
INTERNET/E-MAIL
COLESLAW@EROLS.COM

Howard N. Gilbert, Esquire
Holleb & Coff, Ltd.
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603

Dear Howard:

The purpose of this letter is to confirm the fee arrangements between Bechtel & Cole, Chartered ("B&C") and Adams Communications Corporation ("Adams") in connection with the Channel 51/Reading, PA comparative renewal proceeding.

Our agreement is that Adams will pay the following rates:

1. One Hundred Twenty-Five Dollars (\$125) per hour for the services of Gene Bechtel, Ann Farhat or me, instead of our usual premium rate of Two Hundred Twenty-Five Dollars (\$225) per hour.
2. For law clerks and legal assistants, Fifty Dollars (\$50) per hour.

In the event that either (a) the Adams application is ultimately granted, or (b) the Adams proceeding is resolved through a settlement which is economically favorable for Adams (including, for example, a resolution which entitles Adams to reimbursement of its reasonable and prudent expenses in preparing and prosecuting the application), our rates will be adjusted so that we will be paid twice our usual rate, i.e., Four Hundred Fifty Dollars (\$450) per hour. In the event that the Adams application is otherwise dismissed, denied or unsuccessful, no adjustment will be made to the hourly rates. Out-of-pocket disbursements will be billed as they are incurred, will be paid as billed and will not be subject to any adjustment based on the ultimate resolution of the Adams proceeding.

If this is in accord with your understanding, please initial the enclosed copy of this letter and return it to me for my files.

Sincerely,


Harry F. Cole

cc: Gene A. Bechtel, Esquire

Read and agreed to:

for Adams Communications Corporation

FA

FCC MAIL SECTION

SECRET FILE COPY

Dec 24 10 54 AM '92 Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FCC 92I-097
30540

In re Applications of)

HARRISCOPE OF)
CHICAGO, INC.)
et al.)

A Joint Venture d/b/a)
VIDEO 44)

For Renewal of License of)
Station WSNS-TV, Channel 44)
Chicago, Illinois)

and)

MONROE)
COMMUNICATIONS)
CORPORATION)

For a Construction Permit)

MM DOCKET NO. 83-575
File No. BRCT-820802J9

MM DOCKET NO. 83-576
File No. BPCT-821101KH

ORDER

Adopted: December 23, 1992

; Released: December 24, 1992

1. This order approves a settlement agreement dismissing the application of Monroe Communications Corporation, the challenger in this comparative renewal proceeding.

I. BACKGROUND

2. In this case, after lengthy proceedings,¹ the Commission denied Video 44 renewal of its license for station WSNS-TV, Channel 44, in Chicago, Illinois and granted Monroe Communications Corporation's mutually exclusive application for a construction permit. Video 44, 5 FCC Rcd 6383 (1990), recon.

¹ Video 44, 102 FCC 2d 419 (I.D. 1985), remanded in part and certified in part, 102 FCC 2d 408 (Rev. Bd. 1985), rev. granted, 103 FCC 2d 1204 (1986), recon. granted in part, 3 FCC Rcd 757 (1988), on remand, 3 FCC Rcd 3587 (Rev. Bd. 1988), rev. denied, 4 FCC Rcd 1209 (1989), remanded sub nom. Monroe Communications Corp. v. FCC, 900 F.2d 351 (D.C. Cir. 1990).

denied, 6 FCC Rcd 4948 (1991), appeal pending sub nom. Harriscope of Chicago, Inc. v. FCC, No. 91-1455 (D.C. Cir. Sept. 19, 1991). The Commission found that Video 44 was not entitled to a renewal expectancy based on the merit of its past programming and that Monroe's proposal was superior to Video 44's on comparative grounds. 5 FCC Rcd at 6385 ¶ 18. Because Video 44 would not prevail in any event, the Commission did not reach allegations that Video 44 presented obscene programming in violation of 18 U.S.C. § 1464. Id. at 6385 ¶ 19.

II. SETTLEMENT AGREEMENT

3. The parties now propose to settle this case.² Under the terms of the settlement, Video 44's application would be renewed and Monroe would dismiss its application in return for payments totalling \$17,676,424 plus interest.³ The payments would be made in two installments. The first installment, of \$11,666,667 plus interest, would be made upon the finality of a Commission order dismissing Monroe's application. Recognizing that Video 44's application could not be renewed until the Commission resolves the allegations concerning obscene programming, the parties provide that a second installment, of \$6,009,757 plus interest, would be paid after a final Commission order granting renewal of Video 44's license. The payment of the first installment and the dismissal of Monroe's application are not contingent on the renewal of Video 44's license.

4. The parties assert that approval of the settlement would serve the public interest by eliminating the need for further protracted litigation, by reducing the uncertainty over the future of Channel 44, and by allowing the continuation of the station's current, exemplary Spanish language programming. The parties recognize that the Commission cannot renew Video 44's application without further Commission action disposing of the obscenity question. The parties urge the Commission to take such action and have submitted a separate motion addressing the merits

² Before the Commission are: (1) a Joint Request for Approval of Settlement Agreement, Dismissal of Monroe Application and Grant of Video 44 Application, filed October 28, 1992, by Video 44 and Monroe Communications Corporation, and (2) comments, filed November 6, 1992 by the Mass Media Bureau. On December 17, 1992, the Court of Appeals granted the parties' request for remand of the record to permit consideration of the settlement proposal.

³ Because this proceeding was designated for hearing in 1983, it is not subject to limitations on settlement amounts that were subsequently adopted. Formulation of Policies Relating to Broadcast Renewal Applicants, 4 FCC Rcd 4780, 4788 ¶ 59 (1989).

of the obscenity question.⁴

5. Additionally, Video 44 and Monroe have each submitted a declaration stating that it did not file its application for the purpose of reaching a settlement. The Mass Media Bureau supports approval of the settlement.

III. DISCUSSION

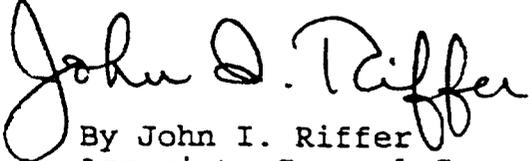
6. We will approve the settlement agreement. Approval of the settlement will serve the public interest by avoiding the need for additional burdensome litigation and expediting the outcome of this proceeding. The settlement is in conformance with the provisions of 47 U.S.C. § 311(d) and 47 C.F.R. § 73.3525. As noted, approval of the settlement does not prejudice the qualifications of Video 44 to remain a licensee in light of the allegations regarding obscene programming. That matter will be considered by the Commission in due course.

IV. ORDERS

7. ACCORDINGLY, IT IS ORDERED, That pursuant to 47 C.F.R. § 0.251(f)(11), the Joint Request for Approval of Settlement Agreement, Dismissal of Monroe Application and Grant of Video 44 Application IS GRANTED, and the attached settlement agreement IS APPROVED.

8. IT IS FURTHER ORDERED, That the application of Monroe Communications Corporation for a construction permit (File No. BPCT-821101KH) IS DISMISSED with prejudice.

Renée Licht
Acting General Counsel



By John I. Riffer
Associate General Counsel

⁴ Motion for Resolution of Remaining Issues and Grant of Video 44's application, filed October 28, 1992, by Video 44. The Commission will rule on this motion in a separate order. No opinion is expressed here as to the merits of that motion.

D

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION (Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

Adams Communications Corporation

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

- (i) The business of broadcast communications, to acquire, own, lease, rent and operate television and radio broadcasting stations, with any and all types of transmission facilities; to apply for, receive and hold all licenses that may be necessary or required from any licensing agency, federal, state or foreign; to do any and all things necessarily incident to the operation of such broadcasting stations, including but not limited to contracting for transmission of programs and entering into such other contracts and arrangements as the board of directors of the corporation may, from time to time, deem proper and expedient.
- (ii) To acquire, own, use, convey and otherwise dispose of, and deal in real property, or personal property, tangible or intangible, of any kind or description, or any interests therein.
- (iii) Any other business activity permitted a corporation organized under Chapter 156B of the Massachusetts General Laws.

1993 NOV 23 PM 1:10
CORPORATION DIVISION

Examiner

Name Approved

C

P

M

R.A.

Federal Communications Commission	
Docket No. <u>MM-9953</u>	Exhibit No. <u>23</u>
Presented by <u>Reading</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter <u>Shaw Bell</u>	
Date <u>1/12/00</u>	

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requires.

ARTICLES OF ORGANIZATION

Continuation Page

ARTICLE VI

The other lawful provisions for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the corporation, or of its directors or stockholders, or any class of stockholders, are set forth in this Article VI.

a. By-Laws. The By-laws may provide that the directors may make, amend or repeal the By-laws in whole or in part, except with respect to any provision thereof which by law or the By-laws requires action by the stockholders.

b. Meetings. Meetings of the stockholders of the corporation may be held anywhere in the United States.

c. Acting as Partner. The corporation may be a general or limited partner in any business enterprise it would have power to conduct by itself.

d. Indemnification. The corporation may provide, either in the corporation's By-laws or by contract, for the indemnification of directors, officers, employees and agents, by whomever elected or appointed, to the full extent presently permitted by law; provided, however, that if applicable law is hereafter modified to permit indemnification in situations where it was not theretofore permitted, then such indemnification may be permitted to the full extent permitted by such law as amended.

e. Transactions with Interested Persons. The By-laws may contain provisions providing that no contract or transaction of the corporation shall be void or voidable by reason of the fact that any officer, director or stockholder of the corporation may have held an interest therein.

f. Repurchases by Corporation. The corporation may from time to time offer to purchase and purchase shares from any stockholder of the corporation upon fair and reasonable terms and at a fair and reasonable price, whether or not the stockholder owns a controlling interest in the corporation, without offering to any other stockholder an equal opportunity to sell a ratable number, or any, of his shares of stock in the corporation to the corporation upon comparable terms or at a comparable price, or to make any offer to purchase whatsoever to other stockholders of the corporation.

g. Elimination of Directors' Personal Liability. No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section sixty-one or sixty-two of Chapter 156B of the Massachusetts General Laws, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to the date of such amendment or repeal.

h. Preemptive Rights. Each holder of any of the shares of the capital stock of the corporation shall be entitled to a preemptive right to purchase or subscribe for any unissued stock of any class or any additional shares of any class to be issued by reason of any increase of the authorized capital stock of the corporation of any class, or bonds, certificates of indebtedness, debentures or other securities convertible into stock of the corporation, or carrying any rights to purchase stock of any class, whether said unissued stock shall be issued for cash, property, or any other lawful consideration. Without limitation of the foregoing, each such holder shall have such a preemptive right with respect to any shares or other securities of the corporation (a) that were originally authorized in its Articles of Organization in excess of those that were originally or are now issued, or (b) that may at any time be issued or offered by option to effect a merger, consolidation, share exchange or other acquisition, or issued or offered by option, in any other manner for a consideration other than cash.

EXHIBIT A TO ARTICLES OF ORGANIZATION

DIRECTORS

<u>Name:</u>	<u>Residence:</u>
Wayne J. Fickinger	1244 Forest Glen Drive South Winnetka, Illinois 60093
Robert L. Haag	155 North Michigan Avenue Suite 725 Chicago, Illinois 60601
Howard N. Gilbert	55 East Monroe Street Suite 4100 Chicago, Illinois 60603
Philip R. Haag	1550 North Northwest Highway Suite 209 Park Ridge, Illinois 60068
A.R. Umans	1400 North 25th Avenue Melrose Park, Illinois 60160
Manfred Steinfeld	1348 Merchandise Mart Chicago, Illinois 60654

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

84 State Street, Boston, Massachusetts 02109

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Robert L. Haag	155 North Michigan Avenue Suite 725	Chicago, Illinois 60601
Treasurer:	Wayne J. Fickinger	1244 Forest Glen Drive South Winnetka, Illinois 60093	
Clerk:	Howard N. Gilbert	55 East Monroe Street Suite 4100	Chicago, Illinois 60603
Directors:			

see Exhibit A attached hereto and incorporated herein by reference.

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

The Prentice-Hall Corporation System, Inc.
84 State Street, Boston, Massachusetts 02109

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 2nd day of November 19 93

Marge A. Bajzek

Marge A. Bajzek
55 East Monroe Street, Suite 4100
Chicago, Illinois 60603

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

DECLARATION

Howard N. Gilbert, under penalty of perjury, hereby declares the following to be true and correct:

1. I am a shareholder, officer and director of Adams Communications Corporation ("Adams"), an applicant for a new television station to operate on Channel 51 in Reading, Pennsylvania. I am preparing this Declaration for submission to Presiding Judge Richard L. Sippel in connection with Adams's Opposition to Motion to Dismiss or, in the alternative, to Enlarge the Issues filed against Adams by Reading Broadcasting, Inc. ("RBI").

2. In 1982, Monroe Communications Corporation ("Monroe") filed an application for a new television station on Channel 44 in Chicago. I and several other Adams principals were also principals of Monroe. At that time, Channel 44 was being utilized by a licensee providing "subscription television" ("STV") which was accessible to viewers only if they paid a subscription fee. The station's programming included, among other things, explicitly sexual content; the station's programming did not include any locally-oriented, locally-produced programming. The purpose of the Monroe application was to challenge the use of Channel 44 (a) as an STV station, airing sexually-related programming and (b) for failing to provide service to the local audience.

3. Monroe's principals were (and remain) very substantial businesspersons and community leaders. Three of Monroe's principals were founders or chief executive officers of three large corporations whose stock is (or in the case of Shelby-Williams, was until very recently) publicly traded on the New York Stock Exchange (Alberto Culver, J. Walter Thompson, Shelby-Williams); a fourth is the chief executive officer of a substantial privately-held corporation. I am a

- 2 -

partner in a Chicago law firm. In forming Monroe, we were motivated by a common concern about the failure of Channel 44 to serve the public interest. Monroe proposed to provide free, over-the-air Spanish language programming.

4. My own personal interest in the public interest aspect of broadcast licensing extends over half a century. While a law student at Yale Law School in 1950, I wrote an article for the Yale Law Journal concerning that subject. A copy of that article ("Newspaper-Radio Joint Ownership: Unblest be the Tie that Binds", 59 Yale L.J. 1342 (1950)) is attached to this Declaration.

5. In 1990, after extensive litigation lasting over almost a decade (including at least two decisions by the U.S. Court of Appeals for the District of Columbia Circuit), the Monroe application was granted. The incumbent renewal applicant sought reconsideration and, when that effort was rejected, filed an appeal. Despite the fact that the grant of Monroe's application was not final, Monroe proceeded to make final arrangements for a transmitter site atop the John Hancock Building in Chicago and engaged in substantive discussions with the only two Spanish-language programming networks then in operation so that Monroe could implement its nearly-decade-long proposal to provide free, over-the-air Spanish language programming to Chicago. However, after extensive discussions with one of those two networks, that network underwent an ownership change in connection with which the network unilaterally ceased its negotiations with Monroe. Monroe learned that the second Spanish network was at that time on the verge of bankruptcy and, in fact, it did go into bankruptcy shortly thereafter.

6. As a result of these developments, Monroe became legitimately concerned about its ability to realize its proposed

- 3 -

Spanish-language station. At that same time, Monroe was approached by the incumbent renewal applicant, which offered Monroe a substantial settlement. I emphasize that Monroe was approached by the incumbent. At no time during the course of 10 years of litigation did Monroe initiate any settlement discussions. Particularly in view of the doubtful availability of Spanish-language programming, Monroe reluctantly accepted that settlement offer.

7. Adams was formed in late 1993 for the purpose of challenging the renewal of television stations airing home shopping programming which was not serving any local interest. I was personally familiar with home shopping programming and believed that it suffered the same fundamental public interest flaws as did STV programming. When Adams was formed, I and the other Adams shareholders were aware that the rules of the Federal Communications Commission ("FCC") governing settlements had been changed since the filing of the Monroe application. In particular, I was specifically aware that the new rules (which had been in place since 1989) precluded any payment at all for settlement prior to conclusion of a hearing, and they precluded any for-profit settlement at any time. I knew that those 1989 rules would be applicable to any application Adams might file. That, however, was immaterial to Adams, as Adams intended to prosecute its application through to a successful conclusion, *i.e.*, a grant, and had no intention of entering into any settlement arrangement. Adams's principals never discussed possible settlement because Adams did not contemplate seeking, or entering into, any settlement.

8. As an attorney, I am well aware that an agency's rules or policies may normally be waived or modified upon a showing of good cause. Adams has never sought, or contemplated seeking, any waiver or modification of the FCC's rules on settlement.

9. I am also aware that, on at least one occasion in 1995, the FCC did afford pending applicants an opportunity to settle on a for-profit basis. Since Adams is not interested in any settlement, Adams did not attempt to take advantage of any such opportunity. In fact, Adams has never approached RBI -- or anyone else -- seeking to settle this case, nor does Adams have any intention of doing so. While Adams has never sought any settlement, RBI has offered to pay Adams to dismiss the Adams application. In keeping with its unwillingness to enter into any settlement, Adams summarily rejected RBI's offer.

10. In late 1993 or early 1994, Adams ascertained that Station WTVE (TV), Reading, Pennsylvania, was providing full-time home shopping programming and had been so doing for a period of years. I was aware that the FCC had been instructed by Congress to determine whether home shopping stations should be accorded "must-carry" status on cable television systems and that, in 1993, the FCC had determined that such stations should be accorded "must-carry" status. However, I was also aware that that determination did not relieve home shopping stations of their obligation, as broadcasters subject to the Communications Act of 1934, as amended, to serve the local public interest.

11. In this connection, Adams's concern about home shopping was directly analogous to Monroe's concern about STV programming. Both types of programming had been "approved" in one way or another by the FCC, but such approval did not mean, per se, that stations broadcasting such programming were automatically and invariably serving their local audience's public interest. In the Monroe case we had demonstrated that a STV station had failed to serve the public interest so as to warrant a renewal expectancy. I believe that the Monroe case had a positive impact on the television broadcast industry