

LICENSE/LEASE AGREEMENT

THIS LICENSE/LEASE AGREEMENT ("Agreement") made as of August 23, 1996, between CONESTOGA TELEPHONE AND TELEGRAPH COMPANY (hereinafter "Licensor") and ADAMS COMMUNICATIONS CORPORATION (hereinafter "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor owns real estate located on Gibraltar Hill in Robeson Township, Berks County, Pennsylvania, as more fully described in Exhibit "A", attached hereto and made a part hereof (the "Real Estate");

WHEREAS, by a Restated Option Agreement dated the 23rd day of August, 1996, Licensor gave to Licensee, the right and option to lease a building to be constructed on the Real Estate and to license space on a Tower on the Real Estate (the "Premises");

WHEREAS, Licensee has given to Licensor notice of its exercise of its option to lease and license the Premises, as aforesaid in accordance with the terms and provisions of the Restated Option Agreement; and

WHEREAS, the parties desire to enter into a License Agreement for Licensor to allow Licensee to utilize space on the Tower and lease a building to be constructed on the Real Estate.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

Federal Communications Commission

Docket No. MM-99-153 Exhibit No. 70

Presented by Adams

Disposition { Identified
Received
Rejected

Reporter John Del Pino

Date 6-12-00

ARTICLE 1

Television Broadcasting License; Term

1.1 Licensor does hereby grant to Licensee during the term hereof the right and license, on the terms and conditions hereinafter set forth, to affix Licensee's broadcasting equipment (the "Licensee Antenna") to Licensor's Tower on the Real Estate (the "Tower"), to broadcast and receive television signals through the Licensee Antenna and to repair and maintain the Licensee Antenna. The Licensee Antenna shall be affixed at the height and location and shall be configured as shown in Exhibit "B", attached hereto.

1.2 Licensor hereby leases to Licensee the building to be constructed by Licensor for Licensee on the Real Estate (the "Equipment Building") to house such communications' equipment incidental to the operation of the Licensee Antenna as Licensee shall deem necessary.

ARTICLE 2

Condition

2.1 This License/Lease Agreement is conditioned upon Licensor being able to obtain all necessary and proper land development, zoning and construction permits to build the Equipment Building on the Real Estate within one hundred twenty (120) days after Licensee's exercise of the option to lease in accordance with the Restated Option Agreement. If Licensor is not able to obtain all such land development, zoning and construction permits to construct the Equipment Building within such period of one hundred twenty

(120) days, this License/Lease shall terminate and be of no further force and effect, and Licensor shall return to Licensee the option deposit payment provided for in Paragraph 1B of the Restated Option Agreement, less the amount of any costs and fees Licensor incurred in making application for and pursuing such land development, zoning and construction permits.

2.2 Upon the receipt of all such permits necessary for the construction of the Equipment Building on the Real Estate, Licensee shall commence construction thereof and shall endeavor to complete such construction within one hundred twenty (120) days after the receipt of all such permits.

ARTICLE 3

Term

3.1 The term hereof (the "Term") shall commence at such time as Licensor gives Licensee notice that the Equipment Building has been completed and that the Licensee may occupy the Equipment Building and install its antenna on the Tower and shall end ten (10) years from and after the date thereof, subject to the Agreements herein contained. Licensee shall have the option to extend the Term for one (1) period of five (5) years following the expiration date of the original Term hereunder. Licensee may exercise said option by providing Licensor with ninety (90) days advance notice of the exercise of the same. Licensee shall be deemed to have automatically exercised its right to extend the term in the event no such notice is given.

ARTICLE 4

Antenna License Fee

4.1 In consideration for the license rights herein granted to Licensee, Licensee shall pay to Licensor at the office of Licensor or at such other place as Licensor may designate, an Annual Antenna License Fee of See Appendix A Dollars (\$ See Appendix A) in equal monthly installments of See Appendix A Dollars (\$ See Appendix A), each in advance on the first day of each and every calendar month during the Term. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Antenna License Fee for such fractional month shall be prorated on the basis of 1/365th of the Antenna License Fee for each day of such fractional month.

4.2 In consideration of the lease rights to the Equipment Building herein granted to Licensee, Licensee shall pay to Licensor at the office of Licensor or at such other place as Licensor may designate, an annual rental equal to fifteen percent (15%) of all of the costs and expenses incurred by Licensor in the permitting and construction of the Equipment Building (the "Rent") in equal monthly installments in advance on the first day of each and every month during the Term. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the rental for such fractional month shall be prorated on the basis of 1/365th of the annual rental for each day of such-fractional month.

4.3 If the twelve (12) month average of the Consumer Price Index for (U.S. City Averages for Urban Wage Earners and Clerical Workers for "All Items" as published by the United States Bureau of Labor Statistics, using the base period 1982-84) for the Base Year (which Base Year for purposes of this Article 4 shall be the year in which the Term begins) shall be less than the twelve (12) month average of the Consumer Price Index for any calendar year subsequent to the Base Year, Licensee shall pay to Licensor for such subsequent calendar year an amount equal to the product obtained by multiplying the Annual Antenna License Fee and the Rent by the percentage by which the twelve (12) month average of the Consumer Price Index for such subsequent calendar year exceeds the twelve (12) month average of such Consumer Price Index for the Base Year.

If the manner in which the Consumer Price Index is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the 1982-84 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, Licensor will, in its reasonable discretion, substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency

or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

ARTICLE 5

Use of the Premises

5.1 Licensee shall use and occupy the Tower and Equipment Building for television broadcasting activities, and for the installation and operation of equipment related thereto, and for no other use or purpose whatsoever. Licensee shall not conduct any broadcasting or other activities from the Tower in violation of any laws, rules or regulations of any governmental unit or agency, including, without limitation, Communications Commission (the "FCC").

ARTICLE 6

Broadcasting Activities

6.1 Licensor agrees that all leases and license agreements entered into or granted by Licensor after the date hereof which authorize persons (other than Licensee) to engage in such radio frequency transmission in or about the Tower shall contain a provision requiring such lessee or licensee to conduct its transmission or receiving activities in a manner which shall not interfere with Licensee's television transmission or receiving activities. Upon receipt of written notice from the Licensee that the transmission or reception activities of any lessee or licensee described in this section (other than Licensee) is causing

interference with the transmission or reception activities of Licensee, Licensor agrees to take such steps promptly as may be required to eliminate such interference.

6.2 Licensee agrees that, in the event Licensee's use of the Premises interferes in any way with Licensor's paging service, improved mobile telephone service, telephone maintenance radio service or any other radio communications, including, but not limited to cellular radio telephone service, located at the Premises, Licensee shall immediately correct such interference. Licensor shall have the option to terminate this License by giving Licensee sixty (60) days written notice of termination should any such interference not be corrected.

ARTICLE 7

Services

7.1 Licensor shall provide Licensee with electricity for use by Licensee in conducting its broadcasting activities. Licensee shall pay all charges with respect to the local utility providing the same.

7.2 Licensee shall, at its sole cost and expense, install and maintain all transmitting equipment to be utilized by Licensee and all transmission and power lines running to the Licensee Antenna.

ARTICLE 8

Repairs

8.1 All equipment installed or brought upon the Tower or the Equipment Building by Licensee and relating to Licensee's authorized broadcasting or other activities, including, without

limitation, the transmitting equipment, transmitters, transmission lines, connecting transmitting equipment, electronic equipment, repair equipment, spare parts and items relating to the above shall remain the sole property of Licensee, and shall be repaired and maintained by it at its sole cost and expense. Licensor shall allow Licensee access to the Tower and Equipment Building for the purpose of performing such repair and maintenance in accordance with the provisions of this Agreement.

8.2 Licensor shall (1) diligently and promptly and on a regular basis keep in good operating order, condition and repair the Tower (including the replacement when necessary of light bulbs and tower markers, and other similar routine maintenance), and (2) promptly repair the Tower should the Tower be damaged or destroyed, except as otherwise provided herein.

8.3 To enable Licensor to perform its obligations under this Article 8, Licensee shall modify broadcasting from any antenna, to the extent necessary. Licensor shall provide Licensee with at least twenty (2) business days' advance notice of any such request to enable Licensee to transfer its broadcasting activities to an auxiliary antenna, if any, or to modify its broadcasting activities, to the extent necessary.

ARTICLE 9

Alterations

9.1 Licensor agrees that Licensee may alter the License Antenna or otherwise modify its means of broadcasting from the Tower and Equipment Building, including, without limitation,

changing its frequency, without the prior written approval of Licensor, so long as such alteration does not interfere with Licensor's activities on the Real Estate as provided in Paragraph 6.2.

ARTICLE 10

Damage or Destruction by Fire or Casualty

10.1 If all or any part of the Tower or Equipment Building shall be destroyed or damaged by fire or other casualty and if the Tower and Equipment Building can be repaired and restored within one hundred twenty (120) days, then Licensor shall repair and restore the same within said period, and the Antenna License Fee and Rent shall abate during the period beginning with the date of such fire or casualty and ending with the date when the Licensee Antenna and Equipment Building are again rendered usable. The Tower shall be considered unusable if Licensee is unable to use the Tower for purposes of operating its broadcasting equipment therefrom.

10.2 If damage as described in Paragraph 10.1 renders the Tower or the Equipment Building unusable, in whole or in part, and upon notice to Licensee, if, in Licensor's reasonable judgment, such damage cannot reasonably be repaired and restored within one hundred twenty (120) days, either party shall have the right to cancel and terminate this Agreement as of the date of such damage.

10.3 Any right to terminate or any other option provided for any party in this Article 10 must be exercised by written notice to

the other party served within one hundred thirty (130) days after such damage shall have occurred.

ARTICLE 11

Liability Insurance

11.1 Licensee shall, at Licensee's expense, maintain during the Term comprehensive public liability insurance and property damage insurance with limits of not less than \$1,000,000 for personal injury, bodily injury, sickness, disease or death or for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. Licensee's policies shall name Licensor, its agents, servants and employees, as additional insureds, and Licensee shall deliver to Licensor a certificate of such insurance prior to commencement of the Term. Licensee hereby releases Licensor from any liability and obligation with respect to Licensee's equipment on the Premises.

ARTICLE 12

Condemnation

12.1 If the whole or any part of the Tower or the Equipment Building shall be taken or condemned by any competent authority for any public use or purpose, the Term, at the option of the Licensor, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Licensor shall be entitled to receive the entire award without any payment to Licensee. The Antenna License Fee and the Rent shall be apportioned as of the date of such termination.

ARTICLE 13

Licensor's Remedies

13.1 If (a) default shall be made in the payment of the Antenna License Fee, or the Rent, or any installment thereof, or in the payment of any other sum required to be paid by Licensee under this Agreement, or under the terms of any other agreement between Licensor and Licensee and said default shall continue for five (5) days after written notice to Licensee, or (b) if default shall be made in the performance of any of the other covenants or conditions which Licensee is required to observe and perform hereunder and continues for thirty (30) days after written notice to Licensee, or (c) if the interest of Licensee in this Agreement shall be levied on under execution or other legal process, or (d) if any petition shall be filed by or against Licensee to declare Licensee a bankrupt or to delay, reduce or modify Licensee's debts or obligations, or (e) if Licensee is declared insolvent according to law or if any assignment of Licensee's property shall be made for the benefit of creditors, or (f) if a receiver or trustee is appointed for Licensee or its property, then Licensor may treat the occurrence of any one or more of the foregoing events as a breach of the license and lease granted hereby, and thereupon at its option may, without notice or demand of any kind to Licensee or any other person, Licensor may terminate and revoke Licensee's license to affix the Licensee Antenna to the Tower and to broadcast from the same and terminate and revoke Licensee's lease of the Equipment Building, in which event Licensor may take any action to prevent

Licensee from broadcasting from the Tower and using the Equipment Building and be entitled to recover forthwith as damages a sum of money equal to the then present value of the Antenna License Fee, Rent and additional charges provided to be paid by Licensee for the remainder of the stated Term hereof and any other sum of money and damages owed by Licensee to Licensor.

13.2 Upon the occurrence of any one or more of the events described in Paragraph 13.1 as a breach of the license and lease, Licensee authorizes any prothonotary, clerk, or any attorney of any court of record as attorney for Licensee to appear for Licensee and confess judgment against Licensee and in favor of Licensor in the amount of the present value of the Antenna License Fee, Rent and any additional charges provided to be paid by Licensee for the remainder of the stated Term hereof and any other sum of money and damages owed by Licensee to Licensor, together with interest thereon at the rate of ten percent (10%) per annum and ten percent (10%) attorney's commission and all costs of suit, and this Agreement shall be sufficient warrant in any such action. Licensee waives the right of inquisition on any real estate that may be levied upon to collect any judgment entered in such action and does hereby voluntarily condemn the same and authorizes the entry of a writ or writs of execution thereon. The affidavit of Licensor as to the amounts due at the time of entering any such confession of judgment shall be good and valid evidence of the amount due hereunder upon which judgment may be confessed.

ARTICLE 14

Surrender of Possession

14.1 On or before the expiration of the Term, whether by lapse of time or otherwise, Licensee shall:

14.1.1 immediate discontinue using the Licensee Antenna and any other broadcasting equipment, and remove the Licensee Antenna and all of Licensee's other transmitting and receiving equipment from the Tower (if such removal can be done without injury to the Tower), and shall be liable for all repairs to the Tower on account of such removal; and

14.1.2 remove from the Tower and Equipment Building all of Licensee's personal property, including, without limitation, Licensee's transmitting equipment, electronic equipment, repair equipment, spare parts and all other items related to any of the foregoing.

14.1.3 Licensee shall surrender possession and vacate the Premises within thirty (30) days, and deliver possession thereof to Licensor, and hereby grants to Licensor full and free right, power and privilege to enter into and upon the Premises in such event with or without process of law and to expel or remove Licensee and to remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Licensor hereunder or by operation of law.

ARTICLE 15

Compliance with Laws

15.1 Licensee shall operate the Licensee Antenna and its broadcasting activities, and Licensor shall operate the Tower, in full compliance with all applicable federal, state, and municipal laws, ordinances and regulations.

15.2 Any and all installations of the Licensee on the Premises shall comply with any and all regulations of any federal, state or local regulatory body having jurisdiction.

ARTICLE 16

Estoppel

16.1 Licensee agrees that from time to time upon not less than ten (10) days' prior request by Licensor, Licensee or its duly authorized representative having knowledge of the following facts, will deliver to Licensor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect); (b) the dates to which the sums due hereunder have been paid; (c) that neither Licensor nor Licensee is in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and (d) that there are no offsets or defenses to the payment of the Antenna License Fee or any other sums payable under this Agreement or, if there are any such offsets or defenses, specifying such in detail; and (e) such other information as may be reasonably requested by Licensor.

ARTICLE 17

Indemnification

17.1 Licensee shall indemnify, hold harmless and defend the Licenser from and against all loss, liability or expense involving, or arising from, Licensee's use of the Premises and Licensee's installation, use, operation and maintenance of Equipment on the Premises.

ARTICLE 18

Equipment

18.1 Licensee agrees to place only the equipment listed in Appendix "A" at the Premises.

ARTICLE 19

License

19.1 Licenser and Licensee agree that Licenser may grant a license for the use of other space on the Tower and service building on the Premises to other parties without the consent of Licensee.

ARTICLE 20

Assignment

20.1 This License shall not be assignable by Licensee to any third party without the prior written consent of Licenser.

ARTICLE 21

Mounting Equipment

21.1 Licensee shall attach only stainless steel or galvanized steel mounting equipment to Licenser's Tower or poles. Mounting hardware to Licenser's Tower or poles must be manufactured by

Andrew Corporation in the case of waveguide ladder hangers, and in the case of the ice shield all attachments must be made with waveguide cushions manufactured by Microflect.

21.2 No tie wraps are to be used. Any other mounting material other than the above-mentioned must first be approved by the Licensor.

ARTICLE 22

Access

22.1 Licensee shall have access to the Premises for the operation and maintenance of its own systems. Any employees of Licensee specifically authorized by Licensee shall have the same access to the Premises, provided reasonable notice is given to Licensor that such parties will be using the Premises.

ARTICLE 23

Miscellaneous

23.1 Licensor and Licensee further covenant with each other that:

23.1.1 Except as expressly set forth in this Agreement, all rights and remedies of Licensor and Licensee under this Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.

23.1.2 All payments becoming due under this Agreement if unpaid when due shall bear interest from the due date of each obligation until paid at two full percentage points above the Corporate Base Rate in effect as established from time to time by the First National Bank of Chicago.

23.1.3 Each of the provisions of this Agreement shall extend to and shall, as the case may require, bind and inure to the benefit, not only of Licensor and of Licensee, but also of ~~their~~ respective heirs, legal representatives, successors and assigns.

23.1.4 This Agreement reflects and constitutes the entire agreement between Licensor and Licensee with respect to the matters discussed herein, and all prior negotiations are hereby merged into this Agreement. No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon Licensor or Licensee unless in writing signed by the party to be charged or its duly authorized agent empowered by a written authority signed by such party.

23.1.5 This is a revocable license. Nothing herein contained, no investment or expenditure of Licensee in reliance hereon or any holding over by Licensee shall cause this License to become irrevocable.

23.1.6 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

23.1.7 Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

ARTICLE 24

Notice

24.1 All notices to be given by one party to the other under this Agreement shall be in writing, mailed or personally delivered as follows:

5116735.01
08/21/96 11:00am

(a) If to Licensor: Conestoga Telephone and
Telegraph Company
202 East First Street
Birdsboro, Pennsylvania 19508
Attn: John R. Bentz

or to such other address designated by notice to Licensee.

(b) If to Licensee: Adams Communications Corporation
4545 West Touhy Avenue
Suite 708
Lincolnwood, Illinois 60646
Attn: Robert L. Haag,
President

or to such other address designated by notice to Licensor.

24.2 Mailed notices shall be sent by United States certified mail, postage prepaid, or by a nationally recognized overnight courier service. All notices required hereunder shall be deemed to have been given effective upon the date of receipt thereof.

ARTICLE 25

Brokers

25.1 Licensor and Licensee represent and warrant to one another that neither party nor its officers or agents nor anyone acting on their behalf has dealt with any real estate broker in the negotiation or making of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONESTOGA TELEPHONE AND
TELEGRAPH COMPANY

ADAMS COMMUNICATIONS CORPORATION

By: John R. Bentz
Attest: Thomas E. [Signature]
"Licensor"

By: [Signature]
Attest: [Signature]
"Licensee"

Appendix A

The Annual Antenna License Fee as outlined in Article Four (4) shall be negotiated upon exercising the Restated Option Agreement, selecting an antenna model and type and selecting a placement position on the Licensor's tower.

FILE

December 20, 1996

Mr. Stephen J. Lubas
Mobile Services Manager
Conestoga Telephone and
Telegraph Company
202 East First Street
Birdsboro, PA 19508-0448

Re: Restated Option Agreement & License/Lease Agreement

Dear Steve:

Enclosed herewith please find Restated Option Agreement & License/Lease Agreement, together with check payable to Conestoga Telephone Company in the amount of Three Thousand Dollars (\$3,000.00).

Cordially yours,

Howard N. Gilbert

HNG:ms
Enclosures

Federal Communications Commission

Date No

MM-22-153

Exhibit No

71

Received by

Adams

Identified

Received

Received

Date

10-16-57

Received

Date

10-16-57

Delano



CONESTOGA TELEPHONE
AND TELEGRAPH COMPANY

202 EAST FIRST STREET, BIRDSBORO, PA 19508-0448 AREA CODE (810) 582-8711

December 17, 1996

Mr. Howard N. Gilbert
Holleb & Coff
55 East Monroe Street, Suite 4100
Chicago, Illinois 60603-5896

Re: Restated Option Agreement & License/Lease Agreement

Enclosed are two (2) executed copies of the previously listed agreements which are returned to you for signature. Upon review, please have the appropriate individuals at Adams Communications Corporation sign the agreements and return one (1) copy of each for our files along with a check in the amount of three thousand dollars (\$3,000.00) made payable to Conestoga Telephone Company.

Should you have any questions, please feel free to contact me at your earliest convenience.

Very truly yours,

Stephen J. Lubas
Mobile Services Manager
(610)582-8711

/SJL

Enclosures

cc: John Bentz, Tom Keim

\\WPDOCLESSEE\ADAMS4

ADAMS COMMUNICATION CO.
55 E. MONROE ST., STE. 4100
CHICAGO, IL 60603

1036

December 20, 1996

2-77/710

PAY
TO THE
ORDER OF

Conestoga Telephone Company

\$ 3,000.00

Three Thousand and no/100 ***** DOLLARS


American National Bank
and Trust Company of Chicago • Chicago, Illinois 60690

FOR

Howard G. S.

⑈001036⑈ ⑆071000770⑆ 04282485⑈



American National Bank
and Trust Company of Chicago

33 North LaSalle Street/Chicago, Illinois 60690/(312) 661-5000

DANIEL G. WATTS
VICE PRESIDENT
(312) 661-6943

June 23, 1994

Mr. Robert L. Haag
Adams Communication
155 N. Michigan Ave., Ste. 725
Chicago, IL 60604

Dear Mr. Haag:

This is to confirm American National Bank and Trust Company of Chicago's (ANB) intent, subject to ANB's approval as mentioned below, to provide a loan of \$5,000,000 to you to finance construction and operation of a new UHF television station at Reading, Pennsylvania. Such a loan would be given final consideration and approval contingent upon the following conditions being satisfactorily met in the Bank's sole discretion:

1. You are successful in obtaining approval from the Federal Communications Commission to construct and operate a television station on channel 51 in Reading, Pennsylvania;
2. All customary credit criteria and policies of ANB are met at such time as you (a) have received the license to operate said station; and (b) submit a specific loan request to ANB for a formal lending commitment.

Typically loans of this nature will be subject to negotiation and contingent upon the exact credit conditions prevailing at the time of such commitment, if issued. However, at this time the contemplated interest on any loan made would be up to 2% above a nationally published prime rate (for information, the prime rate of ANB at this writing is 7.25%) interest payable monthly; and, any loan made will be repaid, after a one-year moratorium on principal repayment as necessary, based upon a eight-year amortization schedule with a balloon payment due after the third year or as otherwise reasonable in line with financial projections received and deemed acceptable by ANB prior to formal approval.

Federal Communications Commission

Docket No. MM-99-153 Exhibit No. 72

Presented by Adams

Di. position Identified
Retained
Rejected

Reporter John Del Rio

Date 6-12-00

American National Bank

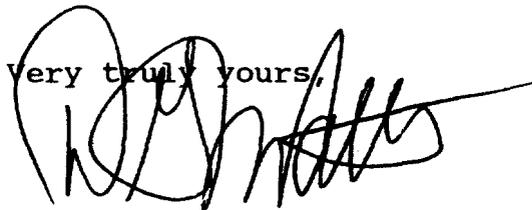
Mr. Robert L. Haag
June 23, 1994
Page Two

As security for the loan, ANB shall require the execution and conveyance of such security interests and documents as may then be used in our normal practices for loans of this type, in form and substance acceptable to ANB and its counsel. Such collateral security would be contemplated to include but not necessarily be limited to a pledge of stock in the event the investment shall be placed in a corporation or pledge of the ownership interest as it may otherwise appear in the license-holder entity, and a lien against the physical assets of the television station with priority acceptable to ANB, subordinate only to purchase-money lien(s) for equipment and facilities at the television station if financed by others. A personal guaranty of the principal of the corporation may be required.

Of course, since you are not obviously in a position to submit a formal loan request at this time, this letter should be not construed by any party to represent a binding loan commitment. At such time as a formal loan request is submitted and if ANB does formally approve the loan as requested, a letter of commitment will be provided to you by ANB setting for the specific terms and conditions of the loan.

We look forward to working with you should you be successful in obtaining said FCC license.

Very truly yours,

A handwritten signature in black ink, appearing to be "R. L. Haag", written over the text "Very truly yours,".

DGW/ld

Suffa and Cavell, Inc.

Consulting Engineers

10300 Eaton Place

Suite 450

Fairfax, VA 22030

Writer's Line 703-591-0805

Office Line 703-591-0110

Facsimile 703-591-0115

D.C. Line 202-332-0110

Garrison C. Cavell
Robert M. Gates
Richard H. Mertz
Anthony Misinga
J. Michael Perryman
William P. Suffa, P.E.

June 29, 1994

Harry Cole, Esq.
Bechtel & Cole, Chartered
Suite 250
1901 L Street, N.W.
Washington, D.C. 20036

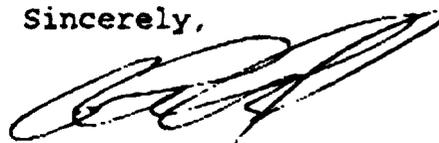
RE: Adams Communications Corp.
Proposed New TV Station in
Reading, Pennsylvania

Dear Harry:

Transmitted herewith for your information and review is a suggested budget package for the above captioned assuming that the facility will operate as an independent (unaffiliated) entity, with a commitment to news and local origination. It includes transmitting equipment, studio items, news gathering equipment, etc.

Please feel free to call if you have any questions or need additional information.

Sincerely,



Garrison C. Cavell

Encl.

Federal Communications Commission

Docket No MM-99-123

Presented by Adams Exhibit No 72

Di position

Identified

Requested

Rejected

Repeater

John Del Pno

Date

6-12-00