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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

*Koxi J. Fischer*

*Edward C. Fischer, M.D.*

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

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*Dolores M. Gallen*  
DOLORES M. GALLEN

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

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*John H. Galien*  
JOHN H. GALLEN

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

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*Roger N. Longenecker*

11/10/89

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

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*George Barloff*

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

*Ralph H. Sulh*

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Robert H. Clymer, M.D.

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Nelson Long

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Roger N. Longenecker

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*Joanne D. van Roden*

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**EXHIBIT A**

**SELLERS**

	<u>Shares</u>
Michael L. Parker and Partel, Inc.	242,650
Robert H. Clymer, Jr., Estate Reduction Trust	40,271
Nelson and Patricia Long*	2,500
Roger N. and Carole Longenecker*	20,000
Henry N. Aurandt, Trustee	18,055
Henry N. Aurandt	1,362
Henry N. and Helen K. Aurandt	35,619
Edward and Noni J. Fisher	4,040
Ralph H. Tietbohl	12,874
Joanne D. Van Roden	3,507
John H. Gallen	454
Dolores Gallen	227
Mary Ethlyn Muir	6,826
John R. and Jill Bower*	8,014
Bank of PA, Tee TBO Tietbohl Retirement Plan*	1,809
George Pavloff*	4,565 or 4,586
Estate of Helen Kirkpatrick*	2,275
STV Reading, Inc.*	29,518

\* Pending new or additional signature pages and/or authorization confirmation.

**EXHIBIT B**

**ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, by and among PHILADELPHIA TELEVISION NETWORK, INC. ("PTN"), THE SHAREHOLDERS OF READING BROADCASTING, INC. ("Company"), listed on Exhibit A attached hereto ("Sellers"), and \_\_\_\_\_, as escrow agent (the "Escrow Agent").

1. PTN and Sellers are parties to an Option and Stock Purchase Agreement dated as of November 1, 1999 (the "Option Agreement"), pursuant to which PTN acquired an option to acquire Shares of the Company from Sellers.

2. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Option Agreement.

3. The Option Agreement provides for the establishment by PTN and Sellers of an escrow account to hold the Shares subject to the Option upon the occurrence of certain events.

4. In accordance with the Option Agreement, within five (5) business days following the execution of this Agreement after the release of HLM Communications, Inc.'s security interest in the Shares, Sellers shall deliver the Shares with stock powers executed in blank (the "Escrow Shares") to the Escrow Agent. The Escrow Agent shall hold the Escrow Shares for safekeeping.

5. The Escrow Agent shall deliver the Escrow Shares as set forth below:

(a) Subject to the provisions of subparagraph 5(d) below, upon written instructions from PTN that it has terminated the Option Agreement, the Escrow Agent shall distribute the Escrow Shares to Sellers;

(b) Subject to the provisions of subparagraph 5(d) below, upon the written instructions from Sellers to the effect that (i) PTN has failed to make any payments pursuant to the Option Agreement within twenty (20) days after the due date therefor, (ii) PTN has failed to timely exercise the Option, or (iii) PTN has terminated the Option Agreement, then the Escrow Agent shall return the Escrow Shares to Sellers; or

(c) If the Option is exercised and the Option Agreement is consummated pursuant to the provisions thereof, the Escrow Agent shall deliver the Escrow Shares to PTN pursuant to the joint written instructions of Sellers and PTN; or

(d) Upon receipt of written notification from either Sellers or PTN that the parties cannot agree on a joint written instruction to the Escrow Agent regarding the distribution of the Escrow Shares or that Sellers or PTN object to the written instructions delivered to the Escrow Agent by the other party regarding the foregoing, then the Escrow Agent shall continue to hold the Escrow Shares in escrow and no delivery of the Escrow Shares shall be made until either a final judgment by a court of competent jurisdiction settles any controversy between the

parties and instructs the Escrow Agent accordingly, or until the parties settle their controversy and jointly instruct the Escrow Agent in writing as to the delivery of the Escrow Shares, Sellers and PTN agree to simultaneously serve the other with a copy of any notification to the Escrow Agent. Any objection to a party's written instructions to the Escrow Agent shall be delivered by the other party and to the Escrow Agent within seven (7) business days after the other party's receipt of a copy of the written instructions to the Escrow Agent. In order to facilitate the procedures established by this paragraph 5(d), Escrow Agent shall not act upon instructions received from a single party for a period of ten (10) business days in order to allow time for the other party to notify Escrow Agent of any objections to such instructions.

6. In the event that there is a controversy between Sellers and PTN, then the Escrow Agent shall be entitled, at any time in its sole discretion, to file an interpleader action with a court of competent jurisdiction (with copies to Sellers and PTN), and in connection therewith, to deposit the Escrow Shares with such court pending final resolution of the controversy. In such case, the Escrow Agent shall be deemed to have withdrawn as escrow agent hereunder effective as of the date of deposit of the Escrow Shares with such court of competent jurisdiction.

7. Acceptance by the Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which the parties hereby agree shall govern and control the rights, duties and liabilities of the Escrow Agent:

(a) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement, and the Escrow Agent shall not be liable except for the performance or nonperformance of such duties and obligations as are specifically set out in this Agreement. The Escrow Agent shall not be bound in any way by any other agreement or contract between Sellers and PTN;

(b) The Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Sellers and/or PTN to comply with any of the provisions of this Agreement or the Option Agreement;

(c) Sellers and PTN shall reimburse and indemnify the Escrow Agent for, and hold it harmless from and against, any loss, liability or expense incurred by the Escrow Agent, arising out of or relating to the performance by Sellers or PTN of their duties and obligations under this Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Agreement;

(d) The Escrow Agent shall be fully protected in acting upon and relying upon any advice, certificate, notice, direction, instruction, request or other paper or document which the Escrow Agent in good faith believed to be genuine and to have been signed or presented by the proper party; and it may assume that any person purporting to give such advice, certificate, notice, direction, instruction, request or other paper or document, has been duly authorized to do so; and

(e) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for

anything which it may do or refrain from doing in connection herewith, except for the Escrow Agent's own gross negligence or willful misconduct.

8. Sellers hereby acknowledge that the Escrow Agent also has acted as counsel to Sellers in connection with the negotiation and execution of the Option Agreement, and Sellers hereby waive any conflicts of interest which may arise as a result of such representation.

9. Subject to the provisions of paragraph 5 and paragraph 6 hereof, this Agreement shall terminate at such time as (i) Sellers and PTN jointly instruct the Escrow Agent in writing to distribute the Escrow Shares and terminate this Agreement, or (ii) the obligations of the Escrow Agent are fully performed.

10. This Agreement shall be binding upon and shall inure to the benefit of PTN and Sellers and their permitted heirs, assigns, successors, and legal representatives. This Agreement may be executed in counterparts, all of which together, when so executed, shall constitute one and the same document. This Agreement contains all of the terms and conditions agreed upon with respect to the subject matter hereof, and cannot be amended or modified except by an instrument in writing signed by Sellers, PTN and the Escrow Agent. Any other Agreement among the parties dealing with the subject matter of this Agreement shall be deemed to have been superseded and replaced by this Agreement.

11. Any notice to a party required or permitted to be given under this Agreement shall be duly given if sent in writing by personal delivery or by regular or overnight mail service to the other party at the following address or such other address as may be specified by the party in writing:

If to Buyer: Philadelphia Television Network, Inc.  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103-7301  
Attn: Richard H. Glanton, Esq.  
Telephone No.: (215) 851-8120  
Facsimile No.: (215) 851-1420

With copies to: Philadelphia Television Network, Inc.  
1515 Market Street  
Philadelphia, PA 19103  
Attention: Eugene Cliett  
Telephone No.: (215)  
Facsimile No.: (215)

and

Brian A. Johnson, Esq.  
Reed Smith Shaw & McClay LLP  
1301 K Street, N.W.  
Suite 1100 - East Tower  
Washington, DC 20005  
Telephone No.: (202) 414-9227  
Facsimile No.: (202) 414-9299

If to Sellers:

Mr. Micheal L. Parker  
22720 S.E. 410<sup>th</sup> Street  
Enumclaw, WA 98022  
Telephone No.: (610) 921-9181  
Facsimile No.: (610) 921-9139

With copies to:

Robert H. Clymer, M.D.  
582 Bay Villas Lane  
Naples, FL 33963  
Telephone No.: ( ) \_\_\_\_\_  
Telecopy No.: ( ) \_\_\_\_\_

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:  
Telephone No.: ( ) \_\_\_\_\_  
Telecopy No.: ( ) \_\_\_\_\_

If to the Escrow Agent:

Notice shall be deemed to have been given upon the date of personal delivery, charges prepaid, or the date of receipt if sent by U.S. mail, postage prepaid.

12. The Escrow Agent may resign and withdraw from acting as the Escrow Agent hereunder upon not less than ten (10) business days prior written notice to PTN and Sellers. In the event that the Escrow Agent shall so resign, the parties shall agree upon a mutually acceptable replacement Escrow Agent, and if such replacement Escrow Agent is willing to serve, it shall sign an amendment to this Agreement agreeing to become the Escrow Agent hereunder and to be bound by and perform this Agreement. In the event that parties are unable to agree

upon a mutually satisfactory replacement Escrow Agent who is willing to serve in such capacity, \_\_\_\_\_ shall be appointed as the Escrow Agent, if it is willing and capable of so serving. Following the appointment of a replacement Escrow Agent, the former Escrow Agent shall promptly deliver the Escrow Shares to the replacement Escrow Agent to be held pursuant to the terms of this Agreement.

13. This Agreement shall be construed under the laws of the District of Columbia pertaining to contracts made and to be performed in the District of Columbia.

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

**PHILADELPHIA TELEVISION NETWORK, INC.**

By: \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
Micheal L. Parker

\_\_\_\_\_  
Robert H. Clymer, M.D.

\_\_\_\_\_

\_\_\_\_\_

**ESCROW AGENT:**

By: \_\_\_\_\_

Name:

Title:

**FIRST AMENDMENT TO OPTION AND STOCK PURCHASE AGREEMENT**

This First Amendment to Option and Stock Purchase Agreement ("First Amendment") is made and entered into this \_\_\_\_ day of March, 2000, by and among the Warranting Sellers as hereinafter defined, Philadelphia Television Network, Inc., a Pennsylvania corporation ("Buyer"), and Reading Broadcasting, Inc., a Pennsylvania corporation (the "Company").

**WITNESSETH**

WHEREAS, the Sellers, as hereinafter defined, Buyer and the Company entered into an Option and Stock Purchase Agreement dated as of November 1, 1999 ("Option Agreement"); and

WHEREAS, the parties desire to amend the Option Agreement to limit the representations, warranties and covenants made by the Sellers and to provide that only the Warranting Sellers will make all of the representations, warranties and covenants of the Sellers set forth in the Option Agreement; and

WHEREAS, the parties desire to make other changes in and corrections to the Option Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable

consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Definition Amendments. The following definitions set forth in Section 1.1 of the Option Agreement are hereby amended as follows:

(a) The definition of "Sellers" is hereby deleted in its entirety and is replaced with the following new definition:

"Sellers" shall mean the shareholders listed in Exhibit A to the Option Agreement and any other shareholders who later execute counterparts of the Option Agreement agreeing to sell their shares to Buyer pursuant to the Option Agreement. Notwithstanding any other provision contained in the Option Agreement, the term "Seller" or "Sellers" shall be deemed to include the Company or the Station where appropriate.

(b) The following new definition is hereby added:

"Warranting Sellers" shall mean Michael L. Parker, Partel, Inc., and The Clymer Estate Reduction Trust.

2. Amendment to Representations and Warranties. Article III of the Option Agreement is amended to provide that the Warranting Sellers and the Company jointly and severally make the representations and warranties to Buyer set forth therein; provided, however, that each individual Seller's representations as to title to its, his or her respective Shares pursuant to Section 3.4, authorization and enforceability with respect to each such Seller pursuant to Section 3.5 and that no Seller has engaged a broker pursuant to Section 3.21 shall remain in full force and effect.

3. Pre-Closing Covenants. The covenants set forth in Section 5.2 (Operations Pending Closing) and Section 5.3 (Financial and FCC Reports) of the Option Agreement shall be deemed made by the Warranting Sellers in lieu of the Sellers.

4. Conditions Precedent of Buyer. The conditions set forth in Section 6.3 with respect to Representations and Warranties is hereby amended to provide that all of the representations and warranties made by the Warranting Sellers, in addition to those made by the Sellers and the Company, must have been and shall be true and correct as set forth in said Section 6.3

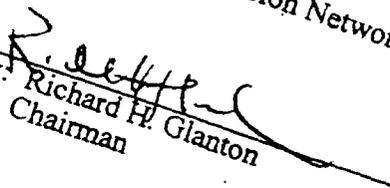
5. Indemnification. Section 9.1 with respect to the Indemnification of Buyer is hereby amended to provide that the Warranting Sellers, jointly and severally, agree to indemnify the Buyer, and the Company in lieu of the Sellers; provided, however, that each Seller shall continue to indemnify the Buyer with respect to any breach of or failure to perform the representations, warranties, covenants and agreements specifically made by each Seller.

6. Notices. Section 11.6 shall be amended to provide that copies of notices sent to Brian A. Johnson, Esq., shall be sent to him in care of Wiley, Rein & Fielding, 1776 K Street, N.W., Washington, DC 20006, telephone number (202) 719-3480, facsimile number (202) 719-7049.

7. Effect of Amendment. The Option Agreement shall remain in full force and effect except as otherwise specifically set forth in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Option and Stock Purchase Agreement as of the date first above written.

Philadelphia Television Network, Inc.

By:   
Richard H. Glanton  
Chairman

Reading Broadcasting, Inc.

By: Michael L. Parker  
President

Partel, Inc.

By: Michael L. Parker  
President

The Clymer Estate Reduction Trust

By: Robert H. Clymer, M.D.  
Trustee

850844



READING BROADCASTING, INC.  
 GENERAL ACCOUNT  
 1729 NORTH 11th STREET  
 READING, PA 19604

EXPLANATION	AMOUNT
Filing Fee	\$45.00

11791

3-50  
310

PAY  
AMOUNT  
OF

Forty five and 10/100

DOLLARS

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.	CHECK AMOUNT
	Federal Communications Commission	Filing Fee	11791	\$ 45.00



Security features  
included  
Details on back

FIRST  
UNION

*[Handwritten Signature]*

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READING EXHIBIT 42  
PAGE 101

**Exhibit 43 DEPOSITION OF WAYNE J. FICKINGER  
OCTOBER 14, 1999, 10:20 A.M.**

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554

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In re Applications of, ) MM Docket No. 99-153  
)  
READING BROADCASTING, INC., ) File No. BRCT-940407KF  
)  
For Renewal of License of )  
Station WTVE(TV), Channel 51, )  
Reading, Pennsylvania )  
)  
and )  
)  
ADAM COMMUNICATIONS ) File No. BPCT-940630KG  
CORPORATION )  
)  
For Construction Permit )

Deposition of WAYNE J. FICKINGER, held at  
the offices of Holleb & Coff, 55 East Monroe Street,  
Suite 4000, Chicago, Illinois, commencing at  
10:20 a.m., 14th day of October, 1999 before Renee E.  
Brass, Notary Public for the State of Illinois.

**READING EXHIBIT 43  
PAGE 1**

1 UNITED STATES OF AMERICA )

2 SS:

3 STATE OF ILLINOIS )

4

5 I, Wayne J. Fickinger, herein, having read  
6 the foregoing testimony of the pages of this  
7 deposition do certify it to be a true and correct  
8 transcript, subject to the corrections, if any, shown  
9 on the attached page.

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15

WAYNE J. FICKINGER

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17

18 Subscribed and sworn to before me

19 this \_\_\_\_ day of \_\_\_\_\_, 19\_\_

20

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**READING EXHIBIT 43  
PAGE 2**

1 A P P E A R A N C E S O F C O U N S E L :

2

3 FOR ADAMS COMMUNICATIONS CORPORATION:

4

5 Bechtel & Cole, Chartered

6 BY: Mr. Harry F. Cole

7 1901 L Street, N.W.

8 Suite 250

9 Washington, D.C. 20036

10 (202) 833-4190

11

12 FOR READING BROADCASTING, INC.:

13

14 Holland & Knight

15 BY: Thomas J. Hutton

16 2100 Pennsylvania Avenue, N.W.

17 Suite 400

18 Washington, D.C. 20037-3202

19 (202) 955-3000

20

21

22

**READING EXHIBIT 43  
PAGE 3**

BLOCK COURT REPORTING, INC. (A U.S. Legal Company)  
The High-Tech Leader in Reporting Services  
(202) 638-1313 (800) 735-3376 (DEPO)