desirable for the transaction of the business of the Partnership, which persons may, under the supervision of the General Partner, perform such acts or services for the Partnership as the General Partner may approve, including the following: administer the day-to-day operations of the Partnership; serve as the Partnership's advisor and consultant in connection with policy decisions made by the General Partner; act as consultants, accountants, correspondents, attorneys, brokers, escrow agents, or in any other capacity deemed by the General Partner necessary or desirable; investigate, select and, on behalf of the Partnership, conduct relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the Station; and perform or assist in the performance of administrative or managerial functions necessary in the management of the Partnership and the Station.

9.2 Covenants of the General Partner. The General Partner shall use its best efforts and due diligence to conduct the Partnership's business and carry out its duties hereunder, and shall devote such time to the Partnership's business as shall be reasonably necessary to manage and supervise the Partnership's business and affairs. The General Partner and its Affiliates may have business interests other than the Partnership, and neither the Partnership nor any Limited Partner shall have any right to the income or proceeds derived by the General Partner and its Affiliates from such other business interests; provided, however, that neither the General Partner nor any of its Affiliates will, directly or indirectly, acquire, own, invest in, manage or otherwise have an interest in any television station in the Orlando television market, except on behalf of the Partnership.

9.3 Services by Affiliates. The General Partner may engage its Affiliates to perform various services for the Partnership, including, but not limited to, accounting, billing, collections, programming and production, so long as such services are provided at rates which do not exceed the rates and terms available from unrelated third parties for similar services in Orange County, Florida.

9.4 Reimbursement of Expenses. The Partnership shall reimburse the General Partner for all reasonable expenses incurred by it in the conduct of the Partnership's business, including, but not limited to, the salaries and other direct employment expenses of the General Partner's employees who render services to the Partnership.

9.5 Tax Matters Partner. The General Partner is hereby designated as the "Tax Matters Partner" in accordance with Section 6231(a)(7) of the Code and, in connection therewith and in addition to all other powers given thereunder, shall have all other powers needed to fully perform hereunder, including, without limitation, the power to retain all attorneys and accountants of its choice and the right to settle any audits without the consent of the Limited Partners. The General Partner shall be entitled to reimbursement from the Partnership for all reasonable out-of-pocket expenses incurred in performing its duties as Tax Matters Partner. The designation made in this paragraph is hereby expressly consented to by each Partner as an express condition to becoming a Partner.

9.6 Limitations on Limited Partners. The Limited Partners shall not participate in the management or control of the Partnership's business, nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, said powers being vested solely and exclusively in the General Partner. In addition, no Limited Partners (except for a General Partner that also owns a Limited Partnership Interest) shall:

(i) become an employee of the Partnership;

(ii) serve in any material capacity as an independent contractor or agent of the Partnership;

(iii) communicate with the General Partner and Station personnel on matters pertaining to the day-to-day operation of the Station; or

(iv) perform any services for the Partnership which relate to the operation of the Station.

Each Limited Partner represents, warrants and agrees that such Limited Partner is not, and will not become, without the consent of the General Partner, an officer, director or holder of a "substantial interest", direct or indirect, in a national television network, a television broadcast station whose viewable signal overlaps any area served by the Partnership's Station, or a television translator station licensed to serve any of the communities served by the Partnership's Station. For purposes of the preceding sentence, the term "substantial interest" means: (i) a 1% interest in a corporation or other entity having fifty (50) or more shareholders or beneficial owners, or (ii) any interest in a corporation or other entity having fewer than fifty (50) shareholders or beneficial owners.

ARTICLE 10

CHANGES IN GENERAL PARTNERS

10.1 Withdrawal. The General Partner may not voluntarily Withdraw from the Partnership, except as hereinafter set forth.

(a) If the General Partner elects to voluntarily Withdraw from the Partnership, said General Partner may not so Withdraw from the Partnership unless the following conditions are fulfilled: (i) the General Partner first finds a person or entity willing to purchase its interest in the Partnership and to accept the responsibility of the management and control of the Partnership as a substitute General Partner; (ii) such person is approved by the Limited Partners as provided in subsection (b) below; (iii) such proposed successor General Partner has had or employs persons who have had substantial experience in television broadcasting in general; (iv) the transfer of the General Partner interest to the proposed successor General Partner is approved by the Federal Communications Commission; (v) the Partnership would not cease to be classified as a partnership for federal income tax purposes if such proposed successor General Partner became a General Partner of the Partnership; (vi) each Limited Partner's adjusted basis in its Partnership

Interest would not be affected if such proposed successor General Partner became a General Partner of the Partnership; and (vii) the retirement of such General Partner and its replacement by the successor would not result in termination of the Partnership pursuant to Section 708(b) of the Code.

(b) A nomination shall be approved hereunder if, within ninety (90) days after mailing the nomination, the General Partner receives written approval (including a telegraph or telefax message) from Limited Partners owning more than fifty percent (50%) of the Limited Partnership Percentages.

(c) A substitute General Partner meeting the qualifications set forth in (i) - (vii) of subsection (a) and having been duly approved in accordance herewith shall be entitled to the distributions and allocations which the General Partner receives under Articles 7 and 8 hereof and shall have all other rights and duties of the General Partner under this Agreement.

10.2 Admission of Additional General Partners. No person shall be admitted as an additional General Partner without the Partnership first obtaining the approval of the Federal Communications Commission and without the prior written consent of the General Partner and Limited Partners owning all of the Limited Partnership Percentages.

ARTICLE 11

TRANSFER OF PARTNERSHIP INTERESTS

11.1 Transfer of the Partnership Interest of a General Partner. A General Partner may not Transfer all or any portion of its Partnership Interest, except as provided in Article 10.

11.2 Transfer of Limited Partnership Interests; Right of First Refusal.

(a) Except for a transfer described in Section 11.4, a Limited Partner may not sell, assign, encumber or otherwise in any manner Transfer his Interest in the Partnership without first complying with the provisions of this Section 11.2.

(b) If any Limited Partner receives a bona fide offer to purchase all or any part of its Interest (the "Offer") from a third party (the "Offeror"), and the Limited Partner desires to accept such Offer, then such Limited Partner (the "Selling Limited Partner") shall first give written notice (the "Notice of Sale") to the Partnership of its intention to sell such Interest, indicating the name and address of the Offeror and the price and terms offered. For a period of twenty (20) days after the mailing of the Notice of Sale, the Partnership shall have the right to purchase the Selling Limited Partner's Interest in the Partnership at the price and terms specified in the Notice of Sale by delivering to the Selling Limited Partner written notice of its intent to purchase ("Notice of Purchase").

(c) If the Partnership elects to purchase the Selling Limited Partner's Interest, then such sale shall be consummated at a closing which

shall take place within sixty (60) days after the Selling Limited Partner's receipt of the Notice of Purchase.

(d) If the Partnership does not elect to purchase the Selling Limited Partner's Interest, then the Selling Limited Partner may Transfer all or part of its Interest only if it complies with the following conditions: (i) the transferee, if an individual, is at least 18 years of age; (ii) the transferee executes such instruments and agreements as may be reasonably requested by the General Partner accepting and adopting the provisions and agreements set forth herein; (iii) in the opinion of counsel for the Partnership, such Transfer would not result in the close of the Partnership's taxable year with respect to all Partners or in the termination of the Partnership within the meaning of Section 708(b) of the Code; (iv) in the opinion of such counsel such Transfer would not violate the provisions of the Securities Act and the securities laws of any and all applicable jurisdictions; (v) in the opinion of such counsel such transfer would not violate any other laws or regulations applicable to the Partnership, including, but not limited to, the Communications Act; and (vi) such Transfer does not result in non-U.S. citizens owning more than twenty percent (20%) of the equity interests in the Partnership.

11.3 Substitute Limited Partner. Notwithstanding compliance with Section 11.2, a transferee of a Limited Partner's Interest shall not have the right to become a Substitute Limited Partner, as that term is defined in the Partnership Act, unless (i) the General Partner consents to such substitution, which consent may be given or withheld in the General Partner's sole discretion, and (ii) such transferee executes an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement and pays any reasonable expenses in connection with its admission as a Limited Partner.

11.4 Death of a Limited Partner. The death, bankruptcy or insolvency of a Limited Partner will not terminate the Partnership. In the event of the death of a Limited Partner, except as hereinafter provided in this Section 11.4, his executor, personnel representative or administrator shall succeed to his interests and shall be responsible for all the liabilities and obligations of the deceased Limited Partner under this Agreement, but shall have the right to become a substitute Limited Partner only in accordance with the provisions of Section 11.3. For the purpose of settling the estate of the deceased Limited Partner, the executor, personnel representative or administrator shall have only such rights of a Limited Partner as are necessary.

11.5 Effectiveness of Transfer.

(a) The Transfer by a Limited Partner or a transferee of a Limited Partner, with the consent of the General Partner, of all or part of its Interest shall become effective on the first day of the month following receipt by the General Partner of evidence of such Transfer in form and substance reasonably satisfactory to the General Partner and a transfer fee sufficient to cover all reasonable expenses of the Partnership connected with such Transfer, provided that the General Partner may, in its sole discretion,

establish an earlier effective date for the Transfer if requested to do so by the transferee and transferor.

(b) No Transfer of Partnership Interests or any part thereof which is in violation of this Article shall be valid or effective, and the Partnership shall not recognize the same for the purposes of making payment of profits, income, return of Capital Contributions or other distribution with respect to such Partnership Interests, or part thereof. The Partnership may enforce the provisions of this Article either directly or indirectly or through its agents by entering an appropriate stop-transfer order on its books or otherwise refusing to register or transfer or permit the registration or transfer on its books of any proposed Transfers not in accordance with this Article 11.

(c) The Partnership shall, from such time as Partnership Interests are registered in the name of the transferee on the Partnership's books in accordance with the above provisions, pay to the transferee all further distributions or profits or other compensation by way of income or return of capital, on account of the Partnership Interest transferred. Until the registration of transfer on the Partnership's books, the General Partner may proceed as if no Transfer has occurred.

11.6 Purchase of Interests by General Partner. If a General Partner acquires a Limited Partner's Interest, said General Partner shall, with respect to such Interest, enjoy all of the rights and be subject to all of the obligations and duties of a Limited Partner; provided that a General Partner shall not acquire, directly or indirectly, (within the meaning of Section 318 of the Code) Interests if, in the opinion of counsel to the Partnership, such acquisition would result in the General Partner owning substantially all of the Limited Partnership Interests, and provided further that such acquisition of such Interests shall not reduce any liability of the General Partner under this Agreement.

ARTICLE 12

BOOKS OF ACCOUNT, FINANCIAL REPORTS, FISCAL YEAR, BANKING, AND ACCOUNTING DECISIONS

12.1 Books of Account. The General Partner shall keep adequate books of account for the Partnership on the accounting basis prescribed in Section 12.5, wherein shall be recorded and reflected all of the contributions to the capital of the Partnership, and all of the expenses and transactions of the Partnership. Such books of account shall be kept at the principal place of business of the Partnership, and each Limited Partner and its authorized representatives shall have, upon written notice to the General Partner, free access to and the right to inspect and copy such books of account during business hours.

12.2 Financial Reports.

(a) As soon as practicable after the close of each fiscal year, but in no event later than 90 days after the close of any such year, the

General Partner shall deliver to each Partner an annual financial report of the Partnership for such fiscal year, including: (i) a balance sheet, profit and loss statement and statement of sources and uses, audited and certified by the Partnership's independent accountants, (ii) a statement showing distributions to the Partners and allocations to the Partners of Partnership taxable income, gains, losses, deductions, credits and items of tax preference, and (iii) such other information as is reasonably available to the Partnership with respect to the business of the Partnership, and any other material information which may be helpful in determining the amount of taxable income to be included by each Partner in its federal, state and local income tax returns for such year. The aforesaid annual report shall also be provided to any person who was a Partner at any time during the year covered by such annual report.

12.3 Fiscal Year. The fiscal year of the Partnership for both reporting and federal income tax purposes shall begin with the first day of January and end on the thirty-first day of December in each calendar year.

12.4 Banking. The funds of the Partnership shall be deposited in such bank or banks as the General Partner shall deem appropriate. Such funds shall be withdrawn only by the General Partner or its duly authorized agents.

12.5 Accounting Decisions. The Partnership's books and tax returns shall be maintained and prepared on the accrual method of accounting. All other decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the General Partner in accordance with generally accepted accounting principles and practices applied in a consistent manner. Such decisions must be acceptable to the Partnership's accountants, and the General Partner may rely upon the advice of such accountants as to whether such decisions are in accordance with generally accepted accounting principles. The Partnership's accountants shall be such firm of independent certified public accountants as the General Partner shall reasonably select.

12.6 Limited Partners' Duty to Cooperate. The Limited Partners shall cooperate with the General Partner in providing such information and documents as the General Partner may require to comply with all applicable laws, rules and regulations including, but not limited to, those of the Federal Communications Commission.

ARTICLE 13

TERM

The term of the Partnership shall commence on the date on which Certificate of Limited Partnership (the "Certificate") is filed with the Department of State of the State of Florida and shall end upon the dissolution of the Partnership as provided in Article 14 hereof.

ARTICLE 14

DISSOLUTION AND SUCCESSOR PARTNERSHIP

14.1 Dissolution of Partnership. The Partnership shall dissolve on December 31, 2021 or upon the earlier occurrence of any of the following events:

(a) The Withdrawal of all General Partners, as defined in Article 3 thereof, if no General Partner remains after such Withdrawal;

(b) The sale of all or substantially all of the assets of the Partnership in accordance with the terms hereof;

(c) The unanimous agreement of all the Partners to terminate the Partnership; or

(d) Otherwise by operation of law.

14.2 Successor Partnership. If the Partnership is dissolved or to be dissolved by reason of the Withdrawal of the General Partner, and Limited Partners owning at least ten percent (10%) of the Limited Partnership Percentages deliver to each of the other Limited Partners within ninety (90) days of such Withdrawal, a written notice demanding that a meeting of Limited Partners be held at the principal place of business of the Partnership or at another location in Orlando, Florida, at the time set forth in such notice (which shall be not less than fifteen nor more than thirty days after the date of such notice) the Limited Partners shall hold such meeting. Limited Partners having all (100%) of the Limited Partnership Percentages may, by affirmative vote, continue the business of the Partnership and reconstitute the Partnership as a successor limited partnership with a new General Partner having the capacity to serve as such, who is approved by the Federal Communications Commission, and who is able to meet any requirements then imposed by the Code or any rulings or regulations thereunder with respect to general partners of limited partnerships in order that the Partnership not become an association taxable as a corporation. If such Limited Partners shall exercise such right to continue the business of the Partnership, the person appointed by them as the new General Partner (and approved by the Federal Communications Commission) and each of the Limited Partners shall execute, acknowledge and file a Certificate and Agreement of Limited Partnership which shall contain substantially the same provisions as those contained herein, except that the new General Partner shall be allocated such share of the profits, losses and distributions of the Partnership or shall be paid such fees, as in either case may be determined by the Limited Partners owning one hundred percent (100%) of the Limited Partnership Percentages. Such new General Partner shall indicate its acceptance of the appointment by the execution of such Certificate and Agreement of Limited Partnership.

14.3 Involuntary Withdrawal of General Partner. Upon the Involuntary Withdrawal of a General Partner and the continuation of the business of the Partnership by a remaining General Partner or by the Limited Partners pursuant to Section 14.2 hereof, the Partnership Interest of the Withdrawing General Partner shall be converted to a limited partnership

interest. In such event, the Withdrawing General Partner shall continue to receive the same share of Partnership profits, losses and distributions as it received as a General Partner hereunder, but shall be deemed a Limited Partner for all other purposes and shall not receive any further reimbursement under Section 9.4 hereof.

ARTICLE 15

PROCEDURE ON LIQUIDATION

15.1 Liquidation. Unless the business of the Partnership is continued pursuant to Section 14.2, upon the dissolution of the Partnership, the General Partner or the persons required by law to wind up the Partnership's affairs shall cause the cancellation of this Agreement and shall liquidate the assets of the Partnership and apply the proceeds of such liquidation as follows:

(a) first, to pay the debts and liabilities of the Partnership (except General Partner Loans) and the expenses of winding up;

(b) then, to establish reasonable reserves for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be held for such period as the General Partner or other persons so distributing shall deem advisable for the purpose of disbursing such reserves in payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(c) then, to pay General Partner Loans; and

(d) then, in the order of priority provided in Sections 8.2 and 8.3 of this Agreement.

ARTICLE 16

POWER OF ATTORNEY

16.1 Appointment.

(a) Each Limited Partner hereby makes, constitutes and appoints the General Partner, and any successor General Partner duly appointed in accordance with the provisions of this Agreement, its true and lawful attorney-in-fact, for it and in its name, place and stead and for its use and benefit, from time to time:

(i) to make all agreements amending this Agreement, as now or hereafter amended, that may be appropriate to reflect or effect, as the case may be,

(aa) a change of the name or the location of the principal place of business of the Partnership,

(bb) the transfer or acquisition of any Interests by a Limited Partner or a General Partner in any manner permitted by this Agreement,

(cc) a person becoming a Substitute Limited Partner of the Partnership as permitted by this Agreement,

(dd) a change in any provision of this Agreement effected by the exercise by any person of any right or rights hereunder,

(ee) the dissolution of the Partnership pursuant to this Agreement, and

(ff) the amendment of this Agreement in accordance with Section 18.11;

(ii) to make such certificates, instruments and documents as may be required by, or may be appropriate under, the laws of Florida in connection with the use of the name of the Partnership by the Partnership;

(iii) to make such certificates, instruments and documents as such Limited Partner may be required, or as may be appropriate for such Limited Partner to make, under the laws of Florida to reflect

(aa) a change of name or address of such Limited Partner,

(bb) any changes in or amendments of this Agreement, or pertaining to the Partnership, of any kind referred to in this Section 16.1, and

(cc) any other changes in or amendments of this Agreement but only if and when the consent thereto has been obtained from the General Partner and Limited Partners having all (100%) of the aggregate Limited Partnership Percentages.

(b) Each of the agreements, certificates, instruments and documents made pursuant to Section 16.1(a) shall be in such form as the General Partner and counsel for the Partnership shall deem appropriate. The powers conferred by Section 16.1(a) to make agreements, certificates, instruments and documents shall be deemed to include, without limitation, the powers to sign, execute, acknowledge, swear to, verify, deliver, file, record or publish the same.

(c) Each Limited Partner authorizes each General Partner as its attorney-in-fact to take any further action which such General Partner shall consider necessary or advisable in connection with any action taken pursuant to this Section 16.1, hereby giving each General Partner as such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in and about any action taken pursuant to this Section 16.1 as fully as such Limited Partner might or could do if personally present and hereby ratifying and confirming all that

each General Partner as such attorney-in-fact shall lawfully do or cause to be done by virtue of this Section 16.1.

16.2 Irrevocability; Manner of Exercise. The power of attorney granted hereunder:

(a) is a special power of attorney coupled with an interest and is irrevocable;

(b) may be exercised by any General Partner as such attorney-in-fact, by listing all of the Limited Partners executing any agreement, certificate, instrument or document with the single signature of such General Partner; and

(c) shall survive the Transfer by a Limited Partner of the whole or a portion of its Interest, except that where the purchaser, transferee or assignee thereof with the consent of the General Partner is admitted as a substitute Limited Partner, the power of attorney shall survive the Transfer for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any agreement, certificate, instrument or document necessary to effect such substitution.

ARTICLE 17

LIABILITY AND INDEMNIFICATION OF THE GENERAL PARTNER

17.1 Return of Capital Contribution. Anything in this Agreement to the contrary notwithstanding, the General Partner shall not be personally liable for the return of the Capital Contributions of the Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from the Partnership's assets.

17.2 Liability for Actions or Omissions. The performance of any act or the omission of any act by a General Partner, in the good faith and reasonable belief that it was acting within the scope of its authority under this Agreement on behalf of the Partnership and in the best interests of the Partnership, shall not subject the General Partner to any liability to the Partnership or to the Partners; provided, however, that the foregoing shall not relieve the General Partner of liability for fraud, gross negligence, or willful misfeasance of the General Partner.

17.3 Indemnification by Partnership. The Partnership shall and hereby does indemnify and save harmless the General Partner from and against any claim, loss, expense, liability, action or demand incurred by the General Partner in respect of any omission to act or of any act performed by the General Partner, in the good faith and reasonable belief that it was acting or refraining from acting within the scope of its authority under this Agreement on behalf of the Partnership and in the best interests of the Partnership, including, without limitation, reasonable attorneys fees and expenses of litigation and appeal; provided, however, that the General Partner shall not be entitled to any indemnity for any loss sustained or fees or expenses incurred

by the General Partner by reason of fraud, gross negligence or willful misfeasance of the General Partner.

17.4 Indemnification Insurance. The Partnership shall not incur the cost of the portion of any insurance which insures any party against any liability as to which such party is herein prohibited from being indemnified.

ARTICLE 18

MISCELLANEOUS

18.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) if delivered personally to the party or to an officer of the party to whom the same is directed or (b) whether or not the same is actually received, if sent by registered or certified mail, return receipt requested, postage and charges prepaid, addressed:

To the General Partner:

Rainbow Broadcasting Co., Inc.
151 Crandon Boulvard
Unit 110
Key Biscayne, Florida 33149

or to such other address as the General Partner may from time to time specify by written notice to the Partners, and to a Limited Partner, at such Limited Partner's address set forth on the signature pages hereto, or to such other address as such Limited Partner may from time to time specify by written notice to the General Partner. Any notice shall be deemed to be given as of the date so delivered, if delivered personally, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if addressed and sent as aforesaid. Any such notice may at any time be waived by the person entitled to receive such notice.

18.2 Section Captions. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

18.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

18.4 Meetings and Means of Voting. Meetings of the Partners may be called by the General Partner or by Limited Partners owning more than ten percent (10%) of the Limited Partnership Percentages, and shall be held at the principal place of business of the Partnership or at such other location in Orange County, Florida as may be designated in the notice of such meeting. The notice shall state the nature of the business to be transacted. Notice of

any such meeting shall be delivered to all Partners in the manner prescribed in Section 18.1 not less than 15 days nor more than 50 days prior to the date of such meeting. Partners may vote in person or by proxy at any such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Partners or may be given in writing.

18.5 Governing Law. This Agreement and the rights of the Partners shall be governed by and construed or enforced in accordance with the laws of the State of Florida and the Florida Revised Uniform Limited Partnership Act as now in effect shall govern and supersede any provision of this Agreement which would otherwise be in violation of such Act.

18.6 Waiver of Action for Partition. Each of the Partners irrevocably waives during the term of the Partnership and during the period of its liquidation following any dissolution, any right that such Partner may have to maintain any action for partition with respect to any of the assets of the Partnership.

18.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

18.8 Parties in Interest. Subject to the provisions contained in Section 11, each and every covenant, term, provision and agreement herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18.9 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

18.10 No Rights in Third Parties. The provisions of this Agreement are for the benefit of the Partnership and the Partners only, and are not intended to benefit any person to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Partnership or any Partner. No Partnership creditor or any other person shall obtain any rights under the provisions of this Agreement, or solely by reason of such provisions, shall be able to make any claim against any Partner with respect to any debts, liabilities or obligations of the Partnership.

18.11 Amendment. This Agreement may be amended upon the prior written consent of the General Partner and Limited Partners owning more than fifty percent (50%) of the Limited Partnership Percentages; provided, however, that no amendment shall, without the prior written consent of all Partners: (i) modify the purposes of the Partnership or the character of its business; (ii) impose or create any new or additional liability on any Partner or enlarge the obligations of any Partner to make contributions to the capital of the Partnership as provided in this Agreement; or (iii) alter the Partnership

Percentages or allocations and distributions of cash, profits and losses, as set forth in this Agreement.

IN WITNESS WHEREOF, we, the undersigned, declare under penalties of perjury that we have examined this Certificate and Agreement of Limited Partnership, that it has been signed under seal as of the date first above written, and that it is true, correct and complete.

GENERAL PARTNER	Capital Contribution
RAINBOW BROADCASTING CO., INC.	$ 60,000
By: _____ Joseph Rey, President	

INITIAL LIMITED PARTNER

_____ Joseph Rey	$ 100

6142P/lrp(7)

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Affidavit and Certificate of Limited Partnership of RAINBOW BROADCASTING, LTD., a Limited Partnership organized under the Laws of the State of Florida, filed on November 20, 1991, as shown by the records of this office.

The document number of this Limited Partnership is A32250.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of November, 1991.

Jim Smith

Jim Smith
Secretary of State

CR2EO22 (2-91)

CERTIFICATE OF LIMITED PARTNERSHIP OF
RAINBOW BROADCASTING, LTD., a Florida limited partnership

FILED
1991 NOV 20 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned general partner (the "General Partner"), desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Law (1986) (the "Act") as set forth in Section 620.108 of the Florida Statutes, hereby states the following:

1. The name of the Partnership is Rainbow Broadcasting, Ltd.

2. The address of the office of the Partnership is 151 Crandon Park Boulevard, Apt. 110, Key Biscayne, Florida 33149.

3. The name and address of the agent for service of process of the Partnership is Corporation Company of Miami, 1600 Miami Center, 201 S. Biscayne Blvd., Miami, Florida 33131.

4. The name and business address of the General Partner is Rainbow Broadcasting Co., Inc., 151 Crandon Park Boulevard, Apt. 110, Key Biscayne, Florida 33149.

5. The mailing address of the Partnership is 151 Crandon Park Boulevard, Apt. 110, Key Biscayne, Florida 33149.

6. The latest date upon which the Partnership shall dissolve is December 31, 2021.

The execution of this certificate by the undersigned General Partner constitutes an affirmation under penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of Rainbow Broadcasting Ltd., this 18th day of November, 1991.

RAINBOW BROADCASTING CO., INC.

By: Joseph Rey
Joseph Rey, President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing Certificate of Limited Partnership has been sworn to and acknowledged before me by Joseph Rey, as President of the General Partner, as of this 18th day of November, 1991.

Donna Walker
NOTARY PUBLIC, State of Florida
at Large

FILED
NOV 20 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 21,1995
BONDED THRU GENERAL INS. UND.

2309r

AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The undersigned General Partner of Rainbow Broadcasting, Ltd., a Florida limited partnership, hereby declares:

1. The amount of the capital contributions of the Limited Partners and the amount anticipated to be contributed by the Limited Partners is as follows:

a.	Amount Contributed	=	$ 100
b.	Additional amount anticipated to be contributed	=	5,999,900
	Total		$6,000,000

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1991 NOV 20 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2. This Affidavit is given pursuant to Section 602.108 of the Florida Statutes.

THIS AFFIDAVIT GIVEN THIS 18th day of November, 1991.

RAINBOW BROADCASTING CO., INC.

By: Joseph Rey
Joseph Rey, President

SWORN TO and SUBSCRIBED before me this 18th day of November, 1991.

Donna Wallace
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 21,1995
BONDED THRU GENERAL INS. UND.

2310r/rvh(1)

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated Limited Partnership, at the place designated in paragraph 3 of this Certificate of Limited Partnership, the undersigned corporation hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of its duties.

DATED this 18th day of November, 1991.

CORPORATION COMPANY OF MIAMI

By: Donna Wallace

Assistant Secretary

for CORPORATION COMPANY OF MIAMI
(Registered Agent)

(Corporate Seal)

FILED
1991 NOV 20 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2339r

State of Florida

Department of State

I certify from the records of this office that RAINBOW BROADCASTING CO., INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1991.

The document number of this corporation is S95370.

I further certify that said corporation has paid all fees due this office through December 31, 1991, and its status is active.

I further certify said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of November, 1991.

Jim Smith
Secretary of State

CR2EO22 (2-91)

EXHIBIT 3

The interest to be transferred is the construction permit, upon Commission approval of this application. The transferree shall, upon transfer, assume the obligations of Rainbow Broadcasting Company. No other consideration has been promised or paid.