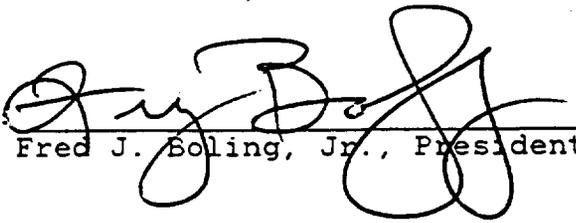


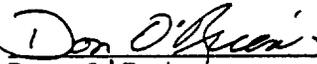
8. Notices. All notices given in connection with this Agreement shall be deemed to have been duly given as sent by registered or certified mail, postage prepaid, (i) if to employee, to Don O'Brien, 590 Huckleberry Hill Road, Avon, Connecticut 06001, and (ii) if to WHCT Management, to WHCT Management, Inc., 231 John Street, Reading, Massachusetts 01867, Attention: Fred J. Boling, Jr., President.

9. Miscellaneous. This Agreement shall be binding upon the Employee and WHCT Management and their respective successors, assigns and legal representatives, shall be governed by the laws of the Commonwealth of Massachusetts and may not be amended, modified or revoked except by a writing signed by the Employee and WHCT Management.

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

WHCT MANAGEMENT, INC.

By: 
Fred J. Boling, Jr., President


Don O'Brien

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

This Agreement made as of September ^{6th}, 1985, by and between WHCT Management, Inc. ("WHCT Management"), a Massachusetts corporation, and Danielle A. Webb ("Employee"),

W I T N E S S E T H:

WHEREAS, WHCT Management is a General Partner of Astroline Communications Company Limited Partnership (the "Partnership"), a Massachusetts limited partnership which is the owner and operator of WHCT-TV, Channel 18 in Hartford, Connecticut (the "Station");

WHEREAS, the Partnership was organized pursuant to a Limited Partnership Agreement and Certificate (the "Partnership Agreement") dated May 29, 1984, a copy of which has been delivered by WHCT Management to the Employee;

WHEREAS, the Employee and the Partnership have entered into an Employment Agreement (the "Employment Agreement"), dated as of ^{Sept 3rd}, 1985 (the "Employment Date") providing for the employment of the Employee by the Partnership; and

WHEREAS, in order to provide the Employee with additional incentive, WHCT Management has agreed to transfer to the Employee a one percent (1%) partnership interest in the Partnership for the purchase price provided for herein and subject to the Partnership's right to repurchase such partnership interest under certain circumstances upon the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Purchase and Sale of Partnership Interest. WHCT Management hereby sells, assigns and transfers to the Employee and the Employee hereby purchases from the Partnership a one-percent partnership interest in the Partnership (the "Partnership Interest") for a purchase price of \$70,000 (the "Initial Purchase Price") which has been paid by the Employee to WHCT Management by delivery of the Employee's Promissory Note (the "Purchase Note") of even date herewith in such amount, the receipt of which is hereby acknowledged by WHCT Management. The Partnership Interest has been held by WHCT Management as a General Partner of the Partnership and will be held by the Employee as a Limited Partner of the Partnership.

2. Assumption of Limited Partnership Agreement. As provided in Section 7.2.B of the Partnership Agreement, the Employee hereby agrees to be bound, to the same extent as all other Limited Partners of the Partnership, by all the terms and provisions of the Partnership Agreement including without limitation the provisions of Section 7.2.C granting a power of attorney to the General Partners of the Partnership for the purposes of executing and filing amendments to the Certificate of Limited Partnership of the Partnership and the other purposes stated therein.

3. Right of WHCT Management to Repurchase Partnership Interest Upon Termination of Employment. In the event the Employee shall cease for any reason, including death, resignation, disability or termination, with or without cause, to be an Employee of the Partnership, WHCT shall have the right to purchase the Partnership Interest from the Employee upon the terms and conditions set forth in this Section.

(a) Determination of Purchase Price.

(i) Upon Death. In the event the employment of the Employee is terminated as a result of the Employee's death, the purchase price payable by WHCT Management for the Partnership Interest shall be equal to the fair market value of the Partnership Interest on the date of the Employee's death determined in accordance with paragraph (b) of this Section.

(ii) Termination for Cause. In the event the employment of the Employee is terminated for cause as defined in Section 4.1 of the Employment Agreement, the purchase price payable by WHCT Management for the Partnership Interest shall be equal to the Initial Purchase Price.

(iii) Disability. In the event the employment of the Employee is terminated as the result of the total disability of the Employee as determined in accordance with Section 2.3 of the Employment Agreement, the purchase price payable by WHCT Management for the Partnership Interest shall be determined as follows:

(A) If the date of termination is prior to the first anniversary of the Employment Date, the purchase price shall equal

85% of the Initial Purchase Price plus 15% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(B) If the date of termination is prior to the second anniversary of the Employment Date and on or after the first anniversary of the Employment Date, the purchase price shall equal 65% of the Initial Purchase Price plus 35% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(C) If the date of termination is prior to the third anniversary of the Employment Date and on or after the second anniversary of the Employment Date, the purchase price shall equal 40% of the Initial Purchase Price plus 60% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(D) If the date of termination is on or after the third anniversary of the Employment Date, the purchase price shall equal 100% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(iv) Termination of Employment, Generally. In the event the employment of the Employee terminates for any reason other than those referred to in subparagraphs (i), (ii) and (iii) of this paragraph (a) then the purchase price payable by WHCT Management for the Partnership interest shall be determined as follows:

(A) If the date of termination is prior to the first anniversary of the Employment Date, the purchase price shall equal the Initial Purchase Price.

(B) If the date of termination is prior to the second anniversary of the Employment Date and on or after the first anniversary of the Employment Date, the purchase price shall equal 85% of the Initial Purchase Price plus 15% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(C) If the date of termination is prior to the third anniversary of the Employment Date and on or after the second anniversary of the Employment Date, the purchase price shall equal 65% of the Initial Purchase Price plus 35% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(D) If the date of termination is prior to the fourth anniversary of the Employment Date and on or after the third anniversary of the Employment Date, the purchase price shall equal 40% of the Initial Purchase price plus 60% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(E) If the date of termination is on or after the fourth anniversary of the Employment Date, the purchase price shall equal 100% of the fair market value of the Partnership Interest on the date of termination as determined in accordance with paragraph (b) of this Section.

(b) Fair Market Value. As used herein, fair market value of the Partnership Interest shall mean 1% of (i) the fair market value of the Partnership's assets taken as a whole on the date upon which the Employee's employment by the Partnership terminates, assuming an arm's length purchase and sale in which neither the buyer nor the seller was under undue pressure to complete the transaction, reduced by (ii) the liabilities of the Partnership on such date as shown on a statement prepared by the accountants for the Partnership in accordance with generally accepted accounting principles and (iii) an amount equal to all contributions made by the Limited Partners of the Partnership to the capital of the Partnership in excess of \$500,000 plus interest on all such contributions to accrue from and after the date or dates thereof at the rate designated by The First National Bank of Boston from time to time as its Base Rate and usually charged by said Bank on new 90 day unsecured loans to substantial and responsible commercial borrowers, such interest to be compounded quarterly on the last day of March, June, September and December of each year.

(c) Exercise By WHCT Management of Right to Purchase Partnership Interest. WHCT Management shall exercise its right to purchase the Partnership Interest from the Employee upon written notice (the "Exercise Notice") from WHCT Management to the Employee given within 180 days following the date upon which the employment of Employee by the Partnership was terminated. Such notice shall set forth the time, date and place of a closing at which WHCT Management shall purchase the Partnership Interest from the

Employee (the "Closing"). In the event the purchase price payable by WHCT Management is based in whole or in part upon the fair market value of the Partnership Interest and the Employee and WHCT Management do not agree, prior to the date specified in the Election Notice for the Closing, upon the value of the assets of the Partnership to be used in calculating the fair market value of the Partnership Interest, as defined in paragraph (b) of this Section, then the value of such assets shall be determined by appraisers as follows: WHCT Management and the Employee shall each appoint a reputable appraiser, experienced in valuing broadcast properties, each of whom shall provide an estimate of the fair market value of the assets of the Partnership. If the two estimates differ by an amount less than or equal to 10% of the lower estimate, the fair market value of such assets shall be deemed to be the average of the two estimates. In the event the two estimates differ by an amount in excess of 10% of the lower estimate, the two appraisers shall appoint a third similarly qualified appraiser who shall provide an estimate of the fair market value of the Partnership's assets, which estimate shall be within the range established by the two previous estimates and shall be binding on the parties. One half the fees and expenses of the appraisers so appointed shall be paid by each of WCHT Management and the Employee. The parties acknowledge that the appraisal process will require the postponement of the Closing as provided in the Election Notice and agree to use their best efforts to cause the first two appraisals to be completed within 120 days following the date of the Election

Notice and to cause the third appraisal, if required, to be completed within 90 days following the completion of the first two appraisals. The parties further agree to cause the Closing to take place immediately following the final determination of the fair market value of the Partnership's assets. Notwithstanding the foregoing, WHCT Management shall have the right, by providing written notice to the Employee at any time prior to the Closing to elect not to purchase the Partnership Interest, in which event no transfer of the Partnership Interest pursuant to the terms of this Agreement shall occur. At the Closing:

(i) The Employee shall deliver to WHCT Management an instrument of transfer in a form acceptable to WHCT duly executed by the Employee transferring the Partnership Interest to WHCT Management; and

(ii) WHCT Management shall pay to the Employee the purchase price for the partnership interest determined in accordance with paragraph (b) of this Section which shall be payable by WHCT Management either wholly in cash, wholly by delivery of its Promissory Note, or partly in cash and partly by delivery of its Promissory Note, as WHCT Management shall elect, provided that, in the event WHCT Management elects to pay all or part of such purchase price by delivering its Promissory Note, such note shall be in the form of Exhibit A hereto, shall be payable in equal annual installments during a period, determined by WHCT Management of no more than five (5) years following the date of the Closing, shall bear interest at the rate designated from time to time by

The First National Bank of Boston as its Base Rate and shall provide for the payment of interest in arrears at the time of each principal payment.

(d) Termination of Repurchase Right Upon Sale of Station. In the event of (i) a sale by the Partnership of substantially all of the assets of the Station (including the license to operate the Station issued by the Federal Communications Commission) to a purchaser not affiliated with the Partnership, or (ii) a transfer by General and/or Limited Partners of more than two-thirds of the equity interests in the Partnership to a purchaser not affiliated with the Partnership, the right of WHCT Management, Inc. to purchase the Partnership Interest from the Employee shall terminate.

(e) Right to Assign Purchase Rights. The Employee acknowledges that WHCT Management is acting hereunder on behalf of all of the General and Limited Partners of the Partnership and agrees that WHCT Management shall have the right to assign its right to purchase the Partnership Interest and to delegate its obligation to pay the purchase price therefore to such Partners or to a party designated by them.

4. Grant of Security Interest. As security for (i) the performance by the Employee of the Employee's obligations under the Purchase Note, and (ii) the right of WHCT Management to purchase the Partnership Interest pursuant to Section 3 of this Agreement, the Employee hereby grants to WHCT Management a security interest in the Partnership Interest and agrees that WHCT Management

shall have all of the rights of a secured party under the applicable provisions of the Uniform Commercial Code.

5. Restrictions on Transfer. The Employee acknowledges that the General and Limited Partners of the Partnership intend to amend the Partnership Agreement so as to grant the Partners a right of first refusal in the event of any proposed transfer of a partnership interest in the Partnership and agrees to execute and deliver an agreement adopting such an amendment. In addition, the Employee will at all times keep the Partnership Interest free of all liens, encumbrances and restrictions other than those imposed by this Agreement and the Partnership Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings including without limitation the provisions of a certain letter agreement dated *Sept 3rd*, 1985, between the Employee and WHCT Management, granting the Employee the right to acquire an interest in the Partnership.

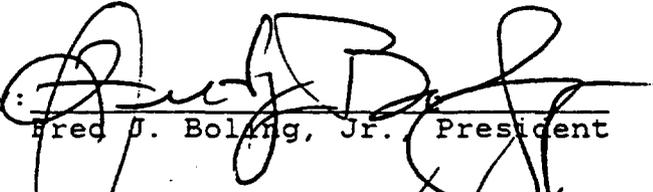
7. Arbitration. Any controversy arising from, or related to, this Agreement shall be determined by arbitration in the City of Hartford, Connecticut, in accordance with the Rules of the American Arbitration Association, such determination to be made by three arbitrators, one chosen by the Employee, the second chosen by WHCT Management and the third to be chosen by the two arbitrators previously chosen, and judgement upon any such determination or award may be entered in any court having jurisdiction.

8. Notices. All notices given in connection with this Agreement shall be deemed to have been duly given as sent by registered or certified mail, postage prepaid, (i) if to employee, to Danielle A. Webb, c/o Astroline Communications Company Limited Partnership, 18 Garden Street, Hartford, Connecticut 06105, and (ii) if to WHCT Management, to WHCT Management, Inc., 231 John Street, Reading, Massachusetts 01867, Attention: Fred J. Boling, Jr., President.

9. Miscellaneous. This Agreement shall be binding upon the Employee and WHCT Management and their respective successors, assigns and legal representatives, shall be governed by the laws of the Commonwealth of Massachusetts and may not be amended, modified or revoked except by a writing signed by the Employee and WHCT Management.

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

WHCT MANAGEMENT, INC.

By: 
Fred J. Boling, Jr. President

Danielle A. Webb

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

This Agreement made as of September ^{SP} 6th, 1985, by and between WHCT Management, Inc. ("WHCT Management"), a Massachusetts corporation, and Terry Planell ("Employee"),

W I T N E S S E T H:

WHEREAS, WHCT Management is a General Partner of Astroline Communications Company Limited Partnership (the "Partnership"), a Massachusetts limited partnership which is the owner and operator of WHCT-TV, Channel 18 in Hartford, Connecticut (the "Station");

WHEREAS, the Partnership was organized pursuant to a Limited Partnership Agreement and Certificate (the "Partnership Agreement") dated May 29, 1984, a copy of which has been delivered by WHCT Management to the Employee;

WHEREAS, the Employee and the Partnership have entered into an Employment Agreement (the "Employment Agreement"), dated as of ^{SP} April, 27th, 1985 (the "Employment Date") providing for the employment of the Employee by the Partnership; and

WHEREAS, in order to provide the Employee with additional incentive, WHCT Management has agreed to transfer to the Employee a one percent (1%) partnership interest in the Partnership for the purchase price provided for herein and subject to the Partnership's right to repurchase such partnership interest under certain circumstances upon the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Purchase and Sale of Partnership Interest. WHCT Management hereby sells, assigns and transfers to the Employee and the Employee hereby purchases from the Partnership a one-percent partnership interest in the Partnership (the "Partnership Interest") for a purchase price of \$70,000 (the "Initial Purchase Price") which has been paid by the Employee to WHCT Management by delivery of the Employee's Promissory Note (the "Purchase Note") of even date herewith in such amount, the receipt of which is hereby acknowledged by WHCT Management. The Partnership Interest has been held by WHCT Management as a General Partner of the Partnership and will be held by the Employee as a Limited Partner of the Partnership.

2. Assumption of Limited Partnership Agreement. As provided in Section 7.2.B of the Partnership Agreement, the Employee hereby agrees to be bound, to the same extent as all other Limited Partners of the Partnership, by all the terms and provisions of the Partnership Agreement including without limitation the provisions of Section 7.2.C granting a power of attorney to the General Partners of the Partnership for the purposes of executing and filing amendments to the Certificate of Limited Partnership of the Partnership and the other purposes stated therein.

3. Right of WHCT Management to Repurchase Partnership Interest Upon Termination of Employment. In the event the Employee shall cease for any reason, including death, resignation, disability or termination, with or without cause, to be an Employee of the Partnership, WHCT shall have the right to purchase the Partnership Interest from the Employee upon the terms and conditions set forth in this Section.

(a) Determination of Purchase Price.

(i) Upon Death. In the event the employment of the Employee is terminated as a result of the Employee's death, the purchase price payable by WHCT Management for the Partnership Interest shall be equal to the fair market value of the Partnership Interest on the date of the Employee's death determined in accordance with paragraph (b) of this Section.

(ii) Termination for Cause. In the event the employment of the Employee is terminated for cause as defined in Section 4.1 of the Employment Agreement, the purchase price payable by WHCT Management for the Partnership Interest shall be equal to the Initial Purchase Price.

(iii) Disability. In the event the employment of the Employee is terminated as the result of the total disability of the Employee as determined in accordance with Section 2.3 of the Employment Agreement, the purchase price payable by WHCT Management for the Partnership Interest shall be determined as follows:

(A) If the date of termination is prior to the first anniversary of the Employment Date, the purchase price shall equal

85% of the Initial Purchase Price plus 15% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(B) If the date of termination is prior to the second anniversary of the Employment Date and on or after the first anniversary of the Employment Date, the purchase price shall equal 65% of the Initial Purchase Price plus 35% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(C) If the date of termination is prior to the third anniversary of the Employment Date and on or after the second anniversary of the Employment Date, the purchase price shall equal 40% of the Initial Purchase Price plus 60% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(D) If the date of termination is on or after the third anniversary of the Employment Date, the purchase price shall equal 100% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(iv) Termination of Employment, Generally. In the event the employment of the Employee terminates for any reason other than those referred to in subparagraphs (i), (ii) and (iii) of this paragraph (a) then the purchase price payable by WHCT Management for the Partnership interest shall be determined as follows:

(A) If the date of termination is prior to the first anniversary of the Employment Date, the purchase price shall equal the Initial Purchase Price.

(B) If the date of termination is prior to the second anniversary of the Employment Date and on or after the first anniversary of the Employment Date, the purchase price shall equal 85% of the Initial Purchase Price plus 15% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

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(D) If the date of termination is prior to the fourth anniversary of the Employment Date and on or after the third anniversary of the Employment Date, the purchase price shall equal 40% of the Initial Purchase price plus 60% of the fair market value of the Partnership Interest on the date of termination determined in accordance with paragraph (b) of this Section.

(E) If the date of termination is on or after the fourth anniversary of the Employment Date, the purchase price shall equal 100% of the fair market value of the Partnership Interest on the date of termination as determined in accordance with paragraph (b) of this Section.

(b) Fair Market Value. As used herein, fair market value of the Partnership Interest shall mean 1% of (i) the fair market value of the Partnership's assets taken as a whole on the date upon which the Employee's employment by the Partnership terminates, assuming an arm's length purchase and sale in which neither the buyer nor the seller was under undue pressure to complete the transaction, reduced by (ii) the liabilities of the Partnership on such date as shown on a statement prepared by the accountants for the Partnership in accordance with generally accepted accounting principles and (iii) an amount equal to all contributions made by the Limited Partners of the Partnership to the capital of the Partnership in excess of \$500,000 plus interest on all such contributions to accrue from and after the date or dates thereof at the rate designated by The First National Bank of Boston from time to time as its Base Rate and usually charged by said Bank on new 90 day unsecured loans to substantial and responsible commercial borrowers, such interest to be compounded quarterly on the last day of March, June, September and December of each year.

(c) Exercise By WHCT Management of Right to Purchase Partnership Interest. WHCT Management shall exercise its right to purchase the Partnership Interest from the Employee upon written notice (the "Exercise Notice") from WHCT Management to the Employee given within 180 days following the date upon which the employment of Employee by the Partnership was terminated. Such notice shall set forth the time, date and place of a closing at which WHCT Management shall purchase the Partnership Interest from the

Employee (the "Closing"). In the event the purchase price payable by WHCT Management is based in whole or in part upon the fair market value of the Partnership Interest and the Employee and WHCT Management do not agree, prior to the date specified in the Election Notice for the Closing, upon the value of the assets of the Partnership to be used in calculating the fair market value of the Partnership Interest, as defined in paragraph (b) of this Section, then the value of such assets shall be determined by appraisers as follows: WHCT Management and the Employee shall each appoint a reputable appraiser, experienced in valuing broadcast properties, each of whom shall provide an estimate of the fair market value of the assets of the Partnership. If the two estimates differ by an amount less than or equal to 10% of the lower estimate, the fair market value of such assets shall be deemed to be the average of the two estimates. In the event the two estimates differ by an amount in excess of 10% of the lower estimate, the two appraisers shall appoint a third similarly qualified appraiser who shall provide an estimate of the fair market value of the Partnership's assets, which estimate shall be within the range established by the two previous estimates and shall be binding on the parties. One half the fees and expenses of the appraisers so appointed shall be paid by each of WHCT Management and the Employee. The parties acknowledge that the appraisal process will require the postponement of the Closing as provided in the Election Notice and agree to use their best efforts to cause the first two appraisals to be completed within 120 days following the date of the Election

Notice and to cause the third appraisal, if required, to be completed within 90 days following the completion of the first two appraisals. The parties further agree to cause the Closing to take place immediately following the final determination of the fair market value of the Partnership's assets. Notwithstanding the foregoing, WHCT Management shall have the right, by providing written notice to the Employee at any time prior to the Closing to elect not to purchase the Partnership Interest, in which event no transfer of the Partnership Interest pursuant to the terms of this Agreement shall occur. At the Closing:

(i) The Employee shall deliver to WHCT Management an instrument of transfer in a form acceptable to WHCT duly executed by the Employee transferring the Partnership Interest to WHCT Management; and

(ii) WHCT Management shall pay to the Employee the purchase price for the partnership interest determined in accordance with paragraph (b) of this Section which shall be payable by WHCT Management either wholly in cash, wholly by delivery of its Promissory Note, or partly in cash and partly by delivery of its Promissory Note, as WHCT Management shall elect, provided that, in the event WHCT Management elects to pay all or part of such purchase price by delivering its Promissory Note, such note shall be in the form of Exhibit A hereto, shall be payable in equal annual installments during a period, determined by WHCT Management of no more than five (5) years following the date of the Closing, shall bear interest at the rate designated from time to time by

The First National Bank of Boston as its Base Rate and shall provide for the payment of interest in arrears at the time of each principal payment.

(d) Termination of Repurchase Right Upon Sale of Station. In the event of (i) a sale by the Partnership of substantially all of the assets of the Station (including the license to operate the Station issued by the Federal Communications Commission) to a purchaser not affiliated with the Partnership, or (ii) a transfer by General and/or Limited Partners of more than two-thirds of the equity interests in the Partnership to a purchaser not affiliated with the Partnership, the right of WHCT Management, Inc. to purchase the Partnership Interest from the Employee shall terminate.

(e) Right to Assign Purchase Rights. The Employee acknowledges that WHCT Management is acting hereunder on behalf of all of the General and Limited Partners of the Partnership and agrees that WHCT Management shall have the right to assign its right to purchase the Partnership Interest and to delegate its obligation to pay the purchase price therefore to such Partners or to a party designated by them.

4. Grant of Security Interest. As security for (i) the performance by the Employee of the Employee's obligations under the Purchase Note, and (ii) the right of WHCT Management to purchase the Partnership Interest pursuant to Section 3 of this Agreement, the Employee hereby grants to WHCT Management a security interest in the Partnership Interest and agrees that WHCT Management

shall have all of the rights of a secured party under the applicable provisions of the Uniform Commercial Code.

5. Restrictions on Transfer. The Employee acknowledges that the General and Limited Partners of the Partnership intend to amend the Partnership Agreement so as to grant the Partners a right of first refusal in the event of any proposed transfer of a partnership interest in the Partnership and agrees to execute and deliver an agreement adopting such an amendment. In addition, the Employee will at all times keep the Partnership Interest free of all liens, encumbrances and restrictions other than those imposed by this Agreement and the Partnership Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings including without limitation the provisions of a certain letter agreement dated ³⁰ *April 27th*, 1985, between the Employee and WHCT Management, granting the Employee the right to acquire an interest in the Partnership.

7. Arbitration. Any controversy arising from, or related to, this Agreement shall be determined by arbitration in the City of Hartford, Connecticut, in accordance with the Rules of the American Arbitration Association, such determination to be made by three arbitrators, one chosen by the Employee, the second chosen by WHCT Management and the third to be chosen by the two arbitrators previously chosen, and judgement upon any such determination or award may be entered in any court having jurisdiction.

8. Notices. All notices given in connection with this Agreement shall be deemed to have been duly given as sent by registered or certified mail, postage prepaid, (i) if to employee, to Terry Planell, 10 Woodbury Lane, West Hartford, Connecticut 06117, and (ii) if to WHCT Management, to WHCT Management, Inc., 231 John Street, Reading, Massachusetts 01867, Attention: Fred J. Boling, Jr., President.

9. Miscellaneous. This Agreement shall be binding upon the Employee and WHCT Management and their respective successors, assigns and legal representatives, shall be governed by the laws of the Commonwealth of Massachusetts and may not be amended, modified or revoked except by a writing signed by the Employee and WHCT Management.

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

WHCT MANAGEMENT, INC.

By: 
Fred J. Boling, Jr., President


Terry Planell

BAKER & HOSTETLER

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 821-0200
TWX 610 421 8375

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1541

IN MARYLAND
5000 SUNNYSIDE AVE. SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

ATTORNEYS AT LAW
WASHINGTON SQUARE, SUITE 1100
1050 CONNECTICUT AVE., N.W.

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TELEX 650-235-7276

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SUITE 1100, 303 EAST 17TH AVENUE
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
13TH FLOOR BARNETT PLAZA
ORLANDO, FLORIDA 32801
(305) 841-1111

IN VIRGINIA
437 N. LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-1294

RECEIVED
AUG 3 1987
FCC
Office of the Secretary

WRITER'S DIRECT DIAL NO.:

(202) 861 - 1658

August 3, 1987

Mr. William Tricarico
Secretary
Federal Communications Commission
Room 222
1919 M Street, NW
Washington, DC 20554

Dear Mr. Tricarico:

Astroline Communications Company Ltd. Partnership ("Astroline"), licensee of WHCT-TV, Hartford, Connecticut, through counsel, hereby reports the following ownership information in lieu of filing its official Annual Ownership Report. Astroline is currently in the process of resolving a number of matters that have arisen as a result of the recent Court of Appeals Order in Shurberg v. FCC, No. 84-1600 (D.C. Cir., June 25, 1987) (remanding case to FCC); the death of Joel A. Gibbs, one of the Limited Partners of Astroline Company; and an internal reorganization. A complete Ownership Report will be filed as soon as possible.

To ensure full disclosure of Astroline's ownership in the interim period, the ownership structure of Astroline and its general and limited partners is reported as follows:

Astroline Communications Company Ltd. Partnership

<u>Name</u>	<u>Partnership/ Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>	<u>Other Broadcast Interests</u>
Richard P. Ramirez	General Partner	21%	78%	None
WHCT Management, Inc.	General Partner	6%	22%	None
Astroline Company	Limited Partner	58%	0%	None
Thelma Gibbs	Limited Partner	6%	0%	None
Martha & Robert Rose	Limited Partner	6%	0%	None
Terry Planell	Limited Partner	3%	0%	None

BAKER & HOSTETLER

Mr. William Tricarico
 August 3, 1987
 Page 2

WHCT Management, Inc.

<u>Name</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>No. of Votes</u>	<u>Other Broadcast Interests</u>
Herbert A. Sostek	Chairman of Bd./ C.E.O./Director	200	20%	None
Fred J. Boling, Jr.	Pres./Treas./ Chief Operating Officer/Director	200	20%	None
Richard H. Gibbs	V.P./Director	200	20%	None
Randall L. Gibbs	None	200	20%	None
Estate of Joel A. Gibbs	None	200	20%	None
William C. Lance	Clerk	None	None	None

Astroline Company

<u>Name</u>	<u>Partnership/ Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>	<u>Other Broadcast Interests</u>
Herbert A. Sostek	Gen. Partner/ Lim. Partner	1% g.p./ 19% l.p.	25%	None None
Fred J. Boling, Jr.	Gen. Partner/ Lim. Partner	1% g.p./ 19% l.p.	25%	None None
Richard H. Gibbs	Gen. Partner/ Lim. Partner	1% g.p./ 19% l.p.	25%	None None
Randall L. Gibbs	Gen. Partner/ Lim. Partner	1% g.p./ 19% l.p.	25%	None None
Estate of Joel A. Gibbs	Lim. Partner	20% l.p.	0%	None

If there should be any questions concerning this matter,
 please do not hesitate to contact me.

Sincerely,


 Thomas A. Hart, Jr.

TAH:bjl

BAKER & HOSTETLER

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 821-0200
TWX (810) 421-8375

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1541

IN MARYLAND
5000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

COUNSELLORS AT LAW
WASHINGTON SQUARE, SUITE 1100

1080 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(808) 961-1800

TELECOPIER: (808) 466-8387

TELECOPIER: (808) 466-3318

TELEX (860) 836-7878

November 22, 1988

IN DENVER, COLORADO
303 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 841-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 849-1284

WRITER'S DIRECT DIAL NO.:
861-1751

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

RECEIVED

NOV 22 1988

FCC
FEE SECTION

Re: WHCT-TV
Hartford, CT

Dear Ms. Searcy:

Transmitted herewith in triplicate, on behalf of Astroline Communications Company Limited Partnership, licensee of Station WHCT-TV, Hartford, Connecticut, is an application (FCC Form 316) for consent to a pro forma transfer of control of the corporation.

If there are any questions, please contact this office.

Very truly yours,

Linda R. Bocchi

Linda R. Bocchi
Counsel for
Astroline Communications
Company Limited Partnership

1262:1201
Enclosures
8092085001

RC 005582

<p>WHCT-TV 18 ASTROLINE COMMUNICATIONS CO., LTD. PARTNERSHIP 18 GARDEN STREET HARTFORD, CT 06105 TELEPHONE 203-547-1818</p>	 <p>BANK OF BOSTON CONNECTICUT 200 TRUMBULL STREET HARTFORD, CT 06103</p>	<p>Nº 5089</p>
<p>SEVENTY AND 10/100</p>	<p>DATE 10/17/81</p>	<p>AMOUNT \$70.00</p>
<p>PAY TO THE ORDER OF</p>	<p>FEDERAL COMMUNICATIONS COMMISSION</p>	
<p>⑈005089⑈ ⑆011100805⑆ 801 65848⑈</p>		

RECEIVED

NOV 22 1981

FCC
FPE SECTION

Approved by OMB
3080-0008
Expires 4-30-90

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR
LICENSE OR TRANSFER OF CONTROL OF CORPORATION
HOLDING RADIO BROADCAST STATION CONSTRUCTION
PERMIT OR LICENSE

RECEIVED

APPLICANT SHOULD NOT USE THIS BOX

NOV 22 1987

FCC

SEE SECTION

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
1. There is an assignment from an individual or individuals (including partnerships) to a corporate owner and controlled by such individuals or partnerships without any substantial change in their relative interests.
 2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
 3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
 4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
 5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
 6. There is an assignment of less than a controlling interest in a partnership.
 7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments or transfers from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
- B. The Commission reserves the right to require refiling of the application on Forms 116 or 118 if in its judgement this form does not apply to the assignment or transfer where approval is sought.
- C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
- D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.
- E. Information called for by this application which is already on file with the Commission need not be refilled in this application provided (1) the information is now on file in another FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.
- F. This application shall be personally signed by the applicant, if the applicant is an individual, by one of the partners, if the applicant is a partnership, by an officer, if the applicant is a corporation, by a member who is an officer, if the applicant is an unincorporated association, or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.
- G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.
- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

File No.

1. Application for: (Check One)

Consent to Assignment

Consent to Transfer of

2. Name and post office address of assignor (or transferor)

See Exhibit 2

3. Send notices and communications to the following named person at the post office address indicated Baker & Hostetler,

Linda R. Bocchi, Esq. or Dan J. Alpert, Esq.
Suite 1100, 1050 Connecticut Ave., N.W.
Washington, D. C. 20036

4. Name and post office address of assignee (or transferee)

See Exhibit 2

5. Name and post office address of licensee (or permittee)

Astroline Communications Company, Limited
Partnership
18 Garden Street
Hartford, CT 06105

6. Authorization which is proposed to be assigned or transferred:

Call letters

Location

WHCT-TV

Hartford, CT.

Class of station

File Number

(AM-FM-TV)

TV

870304KI

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred

Call letters

KCE-21

WRN-75

8. State file numbers of any other pending applications which involve the licensee (or permittee)

N/A

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out Item 18 to show the disposition of stock partnership interests both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

10.a. If the assignment (or transfer) is voluntary:

(1) Attach as Exhibit No. N/A all contracts, agreements or understandings (the substance of such agreements should be reduced to writing) by which the stock (or other interest) is transferred.

b. If the assignment (or transfer) is involuntary:

(1) In the case of bankruptcy, or legal disability of the assignor (or transferor), attach as Exhibit No. N/A certified copy of all court orders pertaining to the assignment (or transfer).

(2) In case of death of the assignor (or transferor), attach as Exhibit No. N/A the Will or Letters Testamentary and all pertinent court orders.

11. Attach as Exhibit No. N/A a statement showing the consideration or thing of value, if any, which is to be given for the stock or interest being assigned (or transferred). If the consideration is monetary, this statement should indicate exactly to whom it is being paid.

13. Does the assignee (or transferee) propose to continue present program policies and schedules without substantial change? Yes No

If the answer is "No", attach as Exhibit No. N/A a full statement showing a percentage breakdown in terms of types of programs, a composite week breakdown, a specific statement as to the amount of time to be used for commercial programs and a narrative account of new or proposed program policies.

12. Attach as Exhibit No. N/A a statement showing other broadcast interests of each new stockholder or partner.

14. In the following table, in all cases, the interest held before and after transfer must be given in terms of percentages. In the case of corporations, the interest must be stated in terms of shares of stock held as well as the percentage equivalent thereof.

NAME AND RESIDENCE OF STOCKHOLDER PARTNER, ETC. (CITY AND STATE ONLY)	CITIZENSHIP	INTEREST HELD				TOTAL SHARES OUTSTANDING IF A CORPORATION	
		Before Transfer or Assignment		After Transfer or Assignment		Before Transfer or Assignment	After Transfer or Assignment
		Shares	%	Shares	%		
SEE EXHIBIT 2							

15. If legal counsel were employed in the preparation or presentation of this application, give name and mailing address

For assigner (or transferor) Linda R. Bocchi, Esq.
Baker & Hostetler
1050 Connecticut Avenue, N.W., Suite 1100, Washington, D.C. 20036

For assignee (or transferee)

Same

The applicants waive any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request consent to assignment of this license or transfer of control over the licensee corporation in accordance with this application. (See Section 304 of the Communications Act of 1934). The applicants represent that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict. All the statements made in this application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The applicants, or the undersigned on the applicants' behalf, state that they endeavored to supply full and correct information as to all matters which are relevant to this application and that they have done so as to all matters within their own knowledge.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

See Exhibit 2

See Exhibit 2

Name of Assigner (or Transferor):
Richard P. Ramirez
 (Signature)
 Title General Partner, Date 11/21/88
Astroline Communications Limited
Partnership

Name of Assignee (or Transferee):
Richard P. Ramirez
 (Signature)
 Title General Partner, Astroline Communi- Date 11/21/88
Partnership
Partnership

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

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

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain this authority. Accordingly, every effort should be made to provide all necessary information.

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

EXHIBITS furnished as required by this form

EXHIBIT NO.	QUESTION NO. OF FORM	NAME OF OFFICER OR EMPLOYEE BY WHOM OR (2) UNDER WHOSE DIRECTION EXHIBIT WAS PREPARED (SHOW WHICH)	OFFICIAL TITLE
1	9	Richard P. Ramirez (2)	General Partner
2	14	Richard P. Ramirez (2)	General Partner

EXHIBIT NO. 1

The current ownership structure of Astroline Communications Company, Limited Partnership, licensee of WHCT-TV, Hartford, Connecticut is as follows:

<u>Name of Partner</u>	<u>Partnership Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>
Richard P. Ramirez	General Partner	21%	78%
WHCT Management, Inc.*	General Partner	6%	22%
Astroline Company**	Limited Partner	58%	0%
Thelma Gibbs	Limited Partner	6%	0%
Martha & Robert Rose	Limited Partner	6%	0%
Terry Planell	Limited Partner	3%	0%

* WHCT Management, Inc.

<u>Name of Stockholder</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Herbert A. Sostek	Chairman of Bd./ C.E.O./Director	200	20%
Fred J. Boling, Jr.	Pres./Treas./ Chief Operating Officer/Director	200	20%
Richard H. Gibbs	V.P./Director	200	20%
Randall L. Gibbs	None	200	20%
Estate of Joel A. Gibbs	None	200	20%
William C. Lance	Clerk	None	None

** Astroline Company

<u>Name of Partner</u>	<u>Partnership/ Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>
Herbert A. Sostek	Gen. Partner+	1% g.p.+	25%
	Lim. Partner	19% l.p.	
Fred J. Boling, Jr.	Gen. Partner+	1% g.p.+	25%
	Lim. Partner	19% l.p.	
Richard H. Gibbs	Gen. Partner+	1% g.p.+	25%
	Lim. Partner	19% l.p.	
Randall L. Gibbs	Gen. Partner+	1% g.p.+	25%
	Lim. Partner	19% l.p.	
Estate of Joel A. Gibbs	Lim. Partner	20% l.p.	0%

EXHIBIT NO. 2

The proposed ownership structure of Astroline Communications Company Limited Partnership ("Astroline") is as follows:

<u>Name of Partner</u>	<u>Partnership Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>
Richard P. Ramirez	General Partner	21%	78%
WHCT Management, Inc.*	General Partner	9%	22%
Astroline Company, Inc.**	Limited Partner	58%	0%
Thelma Gibbs	Limited Partner	6%	0%
Martha and Robert Rose	Limited Partner	6%	0%

* WHCT Management, Inc.:

<u>Name of Stockholder</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Richard Ramirez	Director	1,000	100%

** Astroline Company, Inc.:

<u>Name of Stockholder</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Herbert A. Sostek	Director	2,000	20%
Fred J. Boling, Jr.	Director & President	2,000	20%
Richard H. Gibbs	Director & Treasurer	2,000	20%
Randall L. Gibbs	None	2,000	20%
Estate of Joel A. Gibbs	None	2,000	20%
William C. Lance	Clerk	None	None

SEE ATTACHED NOTES

NOTES TO EXHIBIT NO. 2Proposed Transactions

The transfer by the five stockholders of WHCT Management, Inc., to Richard P. Ramirez, of 100% of the outstanding shares of Common Stock of WHCT Management, Inc., and the resignations of all of the current Directors and Officers of WHCT Management, Inc., followed by the election of Richard P. Ramirez as the sole Director and officer of that corporation.

The retirement of Terry Planell as a limited partner of Astroline and the transfer of her 3% equity interest in Astroline to WHCT Management, Inc. Following such transfer, WHCT Management, Inc., will have a 9% equity interest in Astroline.

The retirement of Astroline Company (a Massachusetts limited partnership) as limited partner of Astroline and the transfer of its 58% equity interest to Astroline Company, Inc., followed by the admission of Astroline Company, Inc., as a limited partner of Astroline. Astroline Company, Inc., has as its stockholders the limited and general partners of Astroline Company, each of whom holds the same percentage equity interest in both entities. The sole business purpose of this transaction is to convert Astroline Company from a Massachusetts limited partnership into a Massachusetts corporation.

WHCT-TV 18 ASTROLINE COMMUNICATIONS CO., LTD. PARTNERSHIP 18 GARDEN STREET HARTFORD, CT 06109 TELEPHONE 203-547-1818	 BANK OF BOSTON CONNECTICUT <small>200 TRUMBULL STREET</small> <small>HARTFORD, CT 06108</small>	Nº 5089
SEVENTY AND 00/100	DATE 10/17/85	AMOUNT *****70.00
PAY TO THE ORDER OF	FEDERAL COMMUNICATIONS COMMISSION	
⑆005089⑆ ⑆011100805⑆ 801 65848⑆		

RECEIVED

NOV 22 1985

FCC
FEE SECTION



BAKER & HOSTETLER

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 881-0700
TWX (810) 481-8378

IN COLUMBUS, OHIO
85 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 222-1841

IN MARYLAND
5000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

COUNSELLORS AT LAW
WASHINGTON SQUARE, SUITE 1100
1080 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 641-1800

TELECOPIER: (202) 498-8887

TELEPHONE: (202) 498-3018

TELEX (250) 858-7878

December 7, 1988

IN DENVER, COLORADO
303 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80202
(303) 861-8800

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 847-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 848-1284

WRITER'S DIRECT DIAL NO.:

(202) 861-1751

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D. C. 20554

Re: WHCT (TV), Hartford, Connecticut

Dear Ms. Searcy:

Transmitted herewith on behalf of Astroline Communications Co. Ltd. Partnership, licensee of Station WHCT (TV), Hartford, Connecticut and pursuant to Section 73.3615 of the Federal Communications Commission's Rules, is its Ownership Report (FCC Form 323).

If there are any questions, please contact the undersigned.

Sincerely,



Linda R. Bocchi
Counsel for Astroline Communications
Co., Ltd. Partnership

Enclosure

cc: Mr. Richard P. Ramirez
80920-85-001
1262:2667

RC 008372

SENT BY: Xerox Telecopier 7021 ; 12- 7-88 ; 4:10PM ;

2028611783-

723 4624: # 3

Approved by OMB
2020-0010
Expires 04-30-89

CERTIFICATION

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

I certify that I am General Partner
(Official title, see Instruction 1)
of Astroline Communications Company Limited Partnership
(Exact legal title or name of respondent)

Ownership Report

NOTE: Before filling out this form, read attached instructions

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

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

(Date of certification must be within 90 days of the date shown in Item 1 in no event prior to Item 1 date):

[Signature] December 6 '88
(Signature) (Date)

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

Telephone No. of respondent (includes area code):

December 7 19 88

(203) 547-1818

(Date must comply with Section 73.3618(a), i.e., information must be current within 90 days of the filing of this report, when 1(a) below is checked.)

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

This report is filed pursuant to instruction (check one)

Name and Post Office Address of respondent:

1 (a) Annual 1 (b) Transfer of Control, Assignment of License or Construction Permit

Astroline Communications Company Limited Partnership
18 Garden Street
Hartford, CT 06105

for the following stations:

Call Letters	Location	Class of service	4. Name of entry, if other than licensee or permittee, for which report is filed (see Instruction 3):
WHCT	Hartford, CT	TV	N/A

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

WHCT Management, Inc.

5. Respondent is:

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

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3558 and 76.801 of the Commission's Rules.

None

If a limited partnership, is certification statement included as in Instruction 1:

Yes No

RC 008373

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

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Limited Partnership Agreement and Certificate	N/A		Continued in perpetuity unless amended
(Above on file with FCC)			
Astroline Communications Company Limited Partnership First Amendment to Amended and Restated Limited Partnership Agreement and Certificate	N/A	December 7, 1988	Continued in perpetuity unless amended

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

Class of Stock (preferred, common or other)	Voting or Non-voting	Authorized	Number of Shares		
			Issued and Outstanding	Treasury	Unissued
N/A	N/A	N/A	N/A	N/A	N/A

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

N/A

RC 008374

PB 003793

SENT BY: Xerox Telecodier 7021 : 12-7-88 : 4:10PM :

2028611783-

723 4624: # 4

00123

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

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

- 1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
- 2. Citizenship.
- 3. Office or directorship held.
- 4. Number of shares or nature of partnership interest.
- 5. Number of votes.
- 6. Percentage of votes.
- 7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3566 and 76.501 of the Commission's Rules, including nature and size of such interest.
- 8. All other ownership interests of 5% or more, whether or not attributable as well as any corporate officership or directorship in broadcast, print or newspaper entities in the same market or with overlapping signals the same broadcast service, as described in Sections 73.3566 and 76 of the Commission's Rules, including the nature and size of such interest and the position held.

1	(a) Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	(b) WHCT Management, Inc. c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	(c)
2	U.S.A.	U.S.A.	
3	N/A	N/A	
4	General Partner	General Partner	
5	N/A	N/A	
6	78%	22%	
7	None	None	
8	None	None	

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

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

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 562(a)(3); AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SENT BY: Xerox Telecopier 7021 ; 12-7-88 ; 4:11PM ;

2028611783-

723 4524;# 6

Approved by OMB
5010-0010
Expires 04/30/89

CERTIFICATION

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

I certify that I am Director/Officer and 100% Owner
(Official title, see Instruction 1)
of WHCT Management, Inc.
(Exact legal title or name of respondent)

Ownership Report

NOTE: Before filing out this form, read attached instructions

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

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

(Date of certification must be within 90 days of the date shown in Item 1, in no event prior to Item 1 date):

[Signature] December 6 '88
(Signature) (Date)

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

Telephone No. of respondent (include area code):

December 7 19 88

(203) 547-1818

(Date must comply with Section 73.3618(a), i.e., information must be current within 90 days of the filing of this report, when 1(a) below is checked.)

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

This report is filed pursuant to instruction (check one)

Name and Post Office Address of respondent:
WHCT Management, Inc.
c/o Astroline Communications Company Limited Partnership
18 Garden Street
Hartford, CT 06105

Annual Transfer of Control, Assignment of License or Construction Permit

of the following stations:

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

Call Letters	Location	Class of service
WHCT	Hartford, CT	TV

WHCT Management, Inc.

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

5. Respondent is:

N/A

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

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3686 and 78.901 of the Commission's Rules.

None

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

Yes No N/A

RC 008376

6. List all contracts and other instruments required to be filed by Section 73.3513 of the Commission's Rules and Regulations. (Only licensees, permittees, or a reporting entity with a majority interest in the other otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Articles of Incorporation By-Laws (Above on file with FCC)			

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

Class of Stock (preferred, common or other)	Voting or Non-voting	Authorized	Number of Shares	
			Issued and Outstanding	Treasury
Common	Voting	300,000	1,000	299,000

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

N/A

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

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

- | | |
|--|---|
| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more, whether or not attributable as well as any corporate officership or directorship in broadcast, cable or newspaper entities in the same market or with overlapping signal the same broadcast service, as described in Sections 73.3555 and 76 of the Commission's Rules, including the nature and size of such interest and the position held.</p> |
|--|---|

1	(a)	(b)	(c)
	Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105		
2	U.S.A.		
3	Officer/Director		
4	1,000		
5	1,000		
6	100%		
7			
8			

RC 008378

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

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

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 9 U.S.C. 962(a)(1);
AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

BAKER & HOSTETLER

COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 861-1500

TELECOPIER: (202) 466-8387

TELECOPIER: (202) 466-3318

TELEX (850) 935-7276

December 14, 1988

Stamp

IN DENVER, COLORADO
303 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 841-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-1294

RECEIVED

881214

FCC
PERMISSION

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 621-0200
TWX (610) 421-8375

IN COLUMBUS, OHIO
55 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1541

IN MARYLAND
5000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

WRITER'S DIRECT DIAL NO.:

(202) 861-1751

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D. C. 20554

Re: WHCT-TV, Hartford, Connecticut

Dear Ms. Searcy:

Transmitted herewith in triplicate on behalf of Astroline Communications Company Limited Partnership, licensee of Station WHCT-TV, Hartford, Connecticut, is an application (FCC Form 316) for consent to a pro forma involuntary assignment of the license for WHCT-TV. Also, enclosed is a check for the required \$30 processing fee.

If there are any questions, please contact this office.

Sincerely,

Linda R. Bocchi

Linda R. Bocchi
Counsel for Astroline Communications
Company Limited Partnership

Enclosures

80920-85-001
1262:2667

Approved by OMB
3060-0009
Expires 4/30/90

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR
LICENSE OR TRANSFER OF CONTROL OF CORPORATION
HOLDING RADIO BROADCAST STATION CONSTRUCTION
PERMIT OR LICENSE

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
 2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
 3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
 4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
 5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
 6. There is an assignment of less than a controlling interest in a partnership.
 7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
- B. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.
- C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
- D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.
- E. Information called for by this application which is already on file with the Commission need not be refilled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.
- F. This application shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association; or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.
- G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.
- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

File No.

1. Application for: (Check One)

Consent to Assignment

Consent to Transfer of

2. Name and post office address of assignor (or transferor)

Astroline Communications Company, Limited
Partnership
18 Garden Street
Hartford, CT 06105

3. Send notices and communications to the following-named person at the post office address indicated

Linda R. Bocchi, Esq., Baker & Hostetler
Suite 1100, 1050 Connecticut Avenue, N.W.
Washington, D. C. 20036

4. Name and post office address of assignee (or transferee)

Astroline Communications Company, Limited
Partnership, Debtor in Possession
18 Garden Street
Hartford, C 06105

5. Name and post office address of licensee (or permittee)

Astroline Communications Company Limited
Partnership
18 Garden Street
Hartford, CT 06105

RECEIVED
881214

6. Authorization which is proposed to be assigned or transferred:

Call letters

Location

WHCT-TV

Hartford, CT.

Class of station
(AM-FM-TV)

File Number

TV

870304KI

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred:

Call letters

KCE-21

WRN-75

8. State file numbers of any other pending applications which involve the licensee (or permittee)

N/A

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out Item 15 to show the disposition of stock partnership interests both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

10.a. If the assignment (or transfer) is voluntary:

(1) Attach as Exhibit No. N/A all contracts, agreements or understandings (the substance of oral agreements should be reduced to writing) by which the stock (or other interest) is transferred.

b. If the assignment (or transfer) is involuntary:

(1) In the case of bankruptcy, or legal disability of the assignor (or transferor), attach as Exhibit No. 2 certified copy of all court orders pertaining to the assignment (or transfer).
(2) In case of death of the assignor (or transferor), attach as Exhibit

No. N/A the Will or Letters Testamentary and all pertinent court orders.

11. Attach as Exhibit No. N/A a statement showing the consideration or thing of value, if any, which is to be given for the stock or interest being assigned (or transferred). If the consideration is monetary, this statement should indicate exactly to whom it is being paid.
12. Attach as Exhibit No. N/A a statement showing other broadest interests of each new stockholder or partner.
13. Does the assignee (or transferee) propose to continue present program policies and schedules without substantial change? Yes No
- If the answer is "No", attach as Exhibit No. N/A a full statement showing a percentage breakdown in terms of types of programs, a composite week breakdown, a specific statement as to the amount of time to be used for commercial programs and a narrative account of new or proposed program policies.

14. In the following table, in all cases, the interest held before and after transfer must be given in terms of percentages. In the case of corporations, the interest must be stated in terms of shares of stock held as well as the percentage equivalent thereof.

NAME AND RESIDENCE OF STOCKHOLDER, PARTNER, ETC. (CITY AND STATE ONLY)	CITIZENSHIP	INTEREST HELD				TOTAL SHARES OUTSTANDING IF A CORPORATION	
		Before Transfer or Assignment		After Transfer or Assignment		Before Transfer or Assignment	After Transfer or Assignment
		Shares	%	Shares	%		
S E E X H I B I T		3					

15. If legal counsel were employed in the preparation or presentation of this application, give name and mailing address

For assignor (or transferor) Linda R. Bocchi, Esq.
Baker & Hostetler
1050 Connecticut Avenue, N.W. Suite 1100, Washington, D. C. 20036

For assignee (or transferee) Same

The applicants waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request consent to assignment of this license or transfer of control over the licensee corporation in accordance with this application. (See Section 304 of the Communications Act of 1934). The applicants represent that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict. All the statements made in this application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The applicants, or the undersigned on the applicants' behalf, state that they endeavored to supply full and correct information as to all matters which are relevant to this application and that they have done so as to all matters within their own knowledge.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Astroline Communications Co. Ltd. Astroline Communications Co. Ltd. Partnership
Name of Assignor (or Transferor) Partnership Name of Assignee (or Transferee)
 By Richard P. Ramirez By Richard P. Ramirez
(Signature) (Signature) Debtor in Possession
 Title General Partner Date Dec. 13, 1988 Title General Partner Date Dec. 13, 1988

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

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

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain this authority. Accordingly, every effort should be made to provide all necessary information.

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

EXHIBITS furnished as required by this form

EXHIBIT NO.	QUESTION NO. OF FORM	NAME OF OFFICER OR EMPLOYEE (1) BY WHOM OR (2) UNDER WHOSE DIRECTION EXHIBIT WAS PREPARED (SHOW WHICH)	OFFICIAL TITLE
1	9	Richard P. Ramirez (2)	General Partner
2	10	Thomas A. Gugliotti (1) Robert L. Kreckevsky (1)	Bankruptcy Counsel Chief Bankruptcy Judge
3	14	Richard P. Ramirez	General Partner

EXHIBIT NO. 1

On November 4, 1988, an involuntary petition under Chapter 7 was filed against Astroline Communications Company Limited Partnership ("Astroline") by Lorimar Telepictures Corporation and Lorimar Distribution, Inc., MCA Television Limited, and Orion Television Syndication. On November 30, 1988, Astroline consented by filing its "Consent to Adjudication and Election Pursuant to 11 U.S.C. 706," whereby it elected to convert the case into a proceeding under Chapter 11 of the Bankruptcy Code.

EXHIBIT NO. 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In re: ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, Debtor.)))))	CHAPTER 7 CASE NO.: 2-88-01124 NOVEMBER <u>30</u> , 1988
---	-----------------------	--

CONSENT TO ADJUDICATION
AND ELECTION PURSUANT TO
11 USC 706

DEC 1 1988
 CLERK OF COURT
 DISTRICT OF CONNECTICUT

To the United States Bankruptcy Court for the District of Connecticut, now comes Astroline Communications Company, Limited Partnership, (hereinafter referred to as "Astroline") through its counsel, and hereby represents:

1. On or about October 31, 1988 the within involuntary petition for relief was filed against it;
2. Astroline desires to consent to the entry of an order of adjudication in this matter;
3. Pursuant to 11 USC § 706(a), Astroline hereby elects to convert this case to a proceeding under Chapter 11 of the Bankruptcy Code; and

Dated at Hartford Connecticut this 30 day of November, 1988.

ASTROLINE COMMUNICATIONS COMPANY
CO. LIMITED PARTNERSHIP

BY THOMAS A. GUGLIOTTI
 Thomas A. Gugliotti
 SCHATZ & SCHATZ, RIBICOFF KOTKIN
 90 State House Square
 Hartford, Connecticut 06103
 (203) 522-3234
 Its Attorneys

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In The Matter Of: ,

ASTROLINE COMMUNICATIONS CO.
LIMITED PARTNERSHIP,

In Bankruptcy

Debtor

Case No. 2-88-01124

ORDER FOR RELIEF UNDER CHAPTER 7
BY CONSENT OF THE DEBTOR

On consideration of the involuntary petition under chapter 7 filed on November 4, 1988 by LORIMAR TELEPICTURES CORPORATION AND LORIMAR DISTRIBUTION, INC., MCA TELEVISION LIMITED, AND ORION TELEVISION SYNDICATION, against the above-named alleged debtor, ASTROLINE COMMUNICATIONS CO. LIMITED PARTNERSHIP, and the alleged debtor having consented, by filing its Consent to Adjudication and Election Pursuant to 11 U.S.C. § 706, on December 1, 1988, an Order for Relief under chapter 7 of title 11 of the United States Code is hereby

GRANTED.

Dated at Hartford, Connecticut, this 1st day of December, 1988.



ROBERT L. KRECZEVSKY
CHIEF BANKRUPTCY JUDGE

EXHIBIT NO. 3

In light of the involuntary petition under Chapter 7 filed against Astroline by its creditors and Astroline's consent and election to change the case from a case under Chapter 7 to a case under Chapter 11 of the Bankruptcy Code, Astroline respectfully requests the Commission's consent to assign the license for WHCT-TV from Astroline Communications Company Limited Partnership to Astroline Communications Company Limited Partnership, Debtor in Possession

CERTIFICATE OF SERVICE

I, Bonnie T. Fox, a secretary in the law firm of Baker & Hostetler, do hereby certify that a copy of the foregoing "Motion To Strike Or In The Alternative Opposition To Petition To Deny Or To Defer Action" was sent this 16th day of December, 1988, by first-class, postage prepaid mail addressed as follows:

Clay Pendarvis*
Chief, Television Branch
Federal Communications Commission
1919 M Street, N.W.
Room 700
Washington, D. C. 20554

Roy Stewart*
Federal Communications Commission
1919 M Street, N.W.
Room 702
Washington, D. C. 20554

Alan Glasser*
Federal Communications Commission
1919 M Street, N.W.
Room 700
Washington, D. C. 20554

Harry F. Cole, Esq.
Bechtel, Borsari, Cole & Paxson
2101 L Street, N.W.
Suite 502
Washington, D. C. 20037



Bonnie T. Fox

*Hand Delivered

BAKER & HOSTETLER

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 621-0200
TWX (810) 421-8375

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1541

IN MARYLAND
5000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

COUNSELLORS AT LAW
WASHINGTON SQUARE, SUITE 1100
1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 861-1500
TELECOPIER: (202) 466-2387
TELECOPIER: (202) 466-3318

TELEX (650) 235-7276

December 19, 1988

IN DENVER, COLORADO
303 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 841-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-1294

WRITER'S DIRECT DIAL NO.:

(202) 861-1751

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D. C. 20554

Re: WHCT-TV, Hartford, Connecticut

Dear Ms. Searcy:

Transmitted herewith in triplicate, on behalf of Astroline Communications Company Limited Partnership, licensee of Station WHCT-TV, Hartford, Connecticut, is an application (FCC Form 316) for consent to a pro forma assignment of partnership interests.

If there are any questions, please contact this office.

Sincerely,



Linda R. Bocchi
Counsel for Astroline Communications
Company Limited Partnership

Enclosures

80920-85-001
1262:2667

Approved by OMB
3080-0008
Expires 4/30/80

File No. *Stamp*

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR
LICENSE OR TRANSFER OF CONTROL OF CORPORATION
HOLDING RADIO BROADCAST STATION CONSTRUCTION
PERMIT OR LICENSE

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
 2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
 3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
 4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
 5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
 6. There is an assignment of less than a controlling interest in a partnership.
 7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
- B. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.
- C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
- D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business, if unincorporated associations, the names of executive officers, their offices, and names of the associations.
- E. Information called for by this application which is already on file with the Commission need not be refilled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.
- F. This application shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association; or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.
- G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.
- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

1. Application fee: (Check One)
 Consent to Assignment Consent to Transfer of

2. Name and post office address of assignor (or transferor)

See Exhibit 1

3. Send notices and communications to the following named person at the post office address indicated
Linda R. Bocchi, Esq. Baker & Hostetler
Suite 1100, 1050 Connecticut Ave., N.W.
Washington, D. C. 20036

4. Name and post office address of assignee (or transferee)

See Exhibit 1

5. Name and post office address of licensee (or permittee)
Astroline Communications Company, Limited
Partnership
18 Garden Street
Hartford, CT 06105

6. Authorization which is proposed to be assigned or transferred:

Call letters	Location
WHCT-TV	Hartford, CT.

Class of station (AM-FM-TV) File Number
TV 870304KI

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred:

Call letters: KCE-21, WRN-75
881219

8. State file numbers of any other pending applications which involve the licensee (or permittee)
N/A FCC
FEE SECTION

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out (item 1) to show the disposition of stock partnership interests) both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

10.A. If the assignment (or transfer) is voluntary:
(1) Attach as Exhibit No. N/A all contracts, agreements or understandings (the substance of oral agreements should be reduced to writing) by which the stock (or other interest) is transferred.
b. If the assignment (or transfer) is involuntary:
(1) In the case of bankruptcy, or legal disability of the assignor (or transferor), attach as Exhibit No. N/A certified copy of all court orders pertaining to the assignment (or transfer).
(2) In case of death of the assignor (or transferor), attach as Exhibit No. N/A the Will or Letters Testamentary and all pertinent court orders.

11. Attach as Exhibit No. N/A a statement showing the consideration or thing of value, if any, which is to be given for the stock or interest being assigned (or transferred). If the consideration is monetary, this statement should indicate exactly to whom it is being paid.

13. Have the assignee (or transferee) proposed to continue present program policies and schedules without substantial change? Yes No

If the answer is "No", attach as Exhibit No. N/A a full statement showing a percentage breakdown in terms of types of programs, a composite week breakdown, a specific statement as to the amount of time to be used for commercial programs and a narrative account of new or proposed program policies.

12. Attach as Exhibit No. N/A a statement showing other broadcast interests of each new stockholder or partner.

14. In the following table, in all cases, the interest held before and after transfer must be given in terms of percentages. In the case of corporations, the interest must be stated in terms of shares of stock held as well as the percentage equivalent thereof.

NAME AND RESIDENCE OF STOCKHOLDER, PARTNER, ETC. (CITY AND STATE ONLY)	CITIZENSHIP	INTEREST HELD				TOTAL SHARES OUTSTANDING IF A CORPORATION	
		Before Transfer or Assignment		After Transfer or Assignment		Before Transfer or Assignment	After Transfer or Assignment
		Shares	%	Shares	%		
S E E E X H I B I T 2							

15. If legal counsel were employed in the preparation or presentation of this application, give name and mailing address:
 For assigner (or transferor) Linda R. Bocchi, Esq.
Baker & Hostetler
1050 Connecticut Avenue, N.W. Suite 1100, Washington, D.C. 20036

For assignee (or transferee)
Same

The applicants waive any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request consent to assignment of this license or transfer of control over the licensee corporation in accordance with this application. (See Section 304 of the Communications Act of 1934). The applicants represent that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict. All the statements made in this application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The applicants, or the undersigned on the applicants' behalf, state that they endeavored to supply full and correct information as to all matters which are relevant to this application and that they have done so as to all matters within their own knowledge.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Astroline Communications Company Limited
 Name of Assigner (or Transferor) Partnership
 By [Signature]
 (Signature)
 Title General Partner Date 12/14/88

Astroline Communications Company Limited Partner
 Name of Assignee (or Transferee)
 By [Signature]
 (Signature)
 Title General Partner Date 12/14/88

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

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

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain this authority. Accordingly, every effort should be made to provide all necessary information.

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

EXHIBITS furnished as required by this form

EXHIBIT NO.	QUESTION NO. OF FORM	NAME OF OFFICER OR EMPLOYEE (1) BY WHOM OR (2) UNDER WHOSE DIRECTION EXHIBIT WAS PREPARED (SHOW WHICH)	OFFICIAL TITLE
1	9	Richard P. Ramirez (2)	General Partner
2	14	Richard P. Ramirez (2)	General Partner

EXHIBIT NO. 1

On September 10, 1985, WHCT Management, Inc., a general partner of Astroline, transferred 1% equity interest and 3.8% voting interest in the partnership to Mr. Hart. This transaction was reported to the Commission, prior to its consummation, in Astroline's May 29, 1985 ownership report. Thereafter, on April 7, 1987, Mr. Hart retired as general partner, transferring his equity and voting interests in the partnership to WHCT. Astroline's ownership structure, reflecting the absence of Mr. Hart as general partner, was reported to the Commission by way of a letter, filed on August 3, 1987.

At the time these two transactions were consummated, Astroline was under the impression that transactions involving general partners with insignificant interests did not require prior Commission consent. Since then, however, it has come to Astroline's attention that any transaction which involves a general partner may in fact trigger the need for either a "short form" or "long form" application, depending upon the significance of the interest being transferred or assigned. Consequently, Astroline in an attempt to be fully candid and in a good faith effort to comply with the Commission's Rules is filing this FCC Form 316 with the Commission.

EXHIBIT NO. 2

The current ownership structure of Astroline Communications Company, Limited Partnership, licensee of WHCT-TV, Hartford, Connecticut is as follows:*/

<u>Name</u>	<u>Partnership/ Interest</u>	<u>Equity Interest</u>	<u>Voting Interest</u>
Richard P. Ramirez	General Partner	21%	78%
WHCT Management, Inc. **/	General Partner	9%	22%
Astroline Company, Inc. ***/	Limited Partner	58%	0%
Thelma Gibbs	Limited Partner	6%	0%
Martha & Robert Rose	Limited Partner	6%	0%

*/ On December 6, 1988, Astroline was informed by Commission personnel that its request for consent to execute pro forma transfer of control had been granted. Pursuant to this Communication, Astroline consummated its restructuring. The foregoing reflect that restructuring. Thereafter, Shurberg Broadcasting of Hartford, Inc., filed a Petition to Deny or to Defer Action.

**/ WHCT Management, Inc.:

<u>Name of Stockholder</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Richard Ramirez	Director	1,000	100%

***/ Astroline Company, Inc.:

<u>Name of Stockholder</u>	<u>Officer or Directorship</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Herbert A. Sostek	Director	2,000	20%
Fred J. Boling, Jr.	Director & President	2,000	20%
Richard H. Gibbs	Director & Treasurer	2,000	20%
Randall L. Gibbs	None	2,000	20%
Estate of Joel A. Gibbs	None	2,000	20%
William C. Lance	Clerk	None	None

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

File No.(s): BALCT-881227KE

Class of station(s): COMMERCIAL TV

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM Astroline Communications Company, Limited Partnership
	TO Astroline Communications Company, Limited Partnership, Debtor-In-Possession
Licensee/Permittee: Astroline Communications Company, Limited Partnership (for transfer only)	

CALL SIGN(s)

STATION LOCATION(s)

AUXILIARY STATION(s) (for assignments only)

WHCT-TV

Hartford, CT

N/A

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323 (Ownership Report), must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: May 5, 1989
 r11
 Issued 5-8-89

FEDERAL
COMMUNICATIONS
COMMISSION



FCC 732
March 1983

Approved by OMB
308C-0010
Expires 04/30/88

CERTIFICATION

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

RECEIVED

DEC 1 - 1989

Ownership Report

NOTE: Before filling out this form, read attached Instructions Commission Office of the Secretary

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

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

of Astroline Communications Company Limited Partnership
(Exact legal title or name of respondent)

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

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

Richard P. Riving Nov. 17 1989
(Signature) (Date)

1. All of the information furnished in this Report is accurate as of
November 1, 1989
(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

Telephone No. of respondent (include area code):
(203) 547-1818

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

This report is filed pursuant to Instruction (check one)
1(a) Annual 1(b) Transfer of Control or Assignment of License 1(c) Other

Name and Post Office Address of respondent:
Astroline Communications Company Limited Partnership
18 Garden Street
Hartford, CT 06105

Call Letters	Location	Class of service
WHCT	Hartford, CT	TV

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

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

5. Respondent is:
 Sole Proprietorship
 For-profit corporation
 Not-for-profit corporation
 General Partnership
 Limited Partnership
 Other: _____

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.
None

If a limited partnership, is certification statement included as in Instruction 4
 Yes No

BH 0526

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

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Limited Partnership Agreement and Certificate	N/A		Continued in perpetuity unless amended
(Above on file with FCC)			
Astroline Communications Company Limited Partnership First Amendment to Amended and Restated Limited Partnership Agreement and Certificate	N/A	December 7, 1988	Continued in perpetuity unless amended

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

Class of Stock (preferred, common or other)	Voting or Non-voting	Number of Shares			
		Authorized	Issued and Outstanding	Treasury	Unissued
N/A	N/A	N/A	N/A	N/A	N/A

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

N/A

8. List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages, if necessary. See Instructions 4, 5, and 6. 00014

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

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

1	(a)	(b)	(c)
	Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	WHCT MANAGEMENT, INC. c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	
2	U.S.A.	U.S.A.	
3	N/A	N/A	
4	General Partner	General Partner	
5	N/A	N/A	
6	78%	22%	
7	None	None	
8	None	None	

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

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

BH 0528

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

DEPARTMENT OF POSTAL SERVICE

COMMUNICATIONS DIVISION

WASHINGTON, D.C. 20503

COMMUNICATIONS DIVISION

WASHINGTON, D.C. 20503

COMMUNICATIONS DIVISION

(202) 861-1751 (202) 861-1790

(202) 861-1645 (202) 861-1791

TELEX (850) 836-7276

DENVER, COLORADO
103 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80203
(303) 857-8000

ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 841-1111

ALEXANDRIA, VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-1294

COLUMBUS, OHIO
63 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1241

COLLEGE PARK, MARYLAND
ONE BOULEVARD PLAZA
9636 BALTIMORE BLVD., SUITE 206
COLLEGE PARK, MARYLAND 20740
(301) 441-2781

WRITER'S DIRECT DIAL NO:

(202) 861-1751

December 1, 1989

RECEIVED

DEC 1 - 1989

Federal Communications Commission
Office of the Secretary

Ms. Donna Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: Ownership Reports for WHCT-TV, Hartford, Connecticut

Dear Ms. Searcy:

Enclosed please find the Annual Ownership Report for
Astroline Communications Company Limited Partnership, licensee of
WHCT-TV, Hartford, Connecticut.

If there are any questions, please contact the
undersigned.

Sincerely,

Linda R. Bocchi
Linda R. Bocchi

Enclosure

BH 0529

Approved by OMB
3080-0010
Expires 04/30/89

CERTIFICATION

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

RECEIVED

DEC 1 - 1989

Ownership Report

NOTE: Before filling out this form, Federal Communications Commission
Office of the Secretary

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

I certify that I am Director/Officer and 100% Owner

(Official title, see Instruction 1)

of WHCT Management, Inc.

(Exact legal title or name of respondent)

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

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

Richard P. Conway
(Signature)

11-17, 19 89
(Date)

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

November 1, 19 89

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

Telephone No. of respondent (include area code):

(203) 547-1818

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

This report is filed pursuant to Instruction (check one)

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

for the following stations:

Call Letters	Location	Class of service
WHCT	Hartford, CT	TV

Name and Post Office Address of respondent:

WHCT Management, Inc.
c/o Astroline Communications Company Limited Partnership
18 Garden Street
Hartford, CT 06105

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

WHCT Management, Inc.

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

N/A

5. Respondent is:

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

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

None

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

Yes No N/A

BH 0530

12/15/89
[Signature]

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

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Articles of Incorporation By-Laws (Above on file with FCC)			

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

Class of Stock (preferred, common or other)	Voting or Non-voting	Number of Shares			
		Authorized	Issued and Outstanding	Treasury	Unissued
Common	Voting	300,000	1,000		299,000

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

N/A

BH 0531

000150

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

00015

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

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

1	(a)	(b)	(c)
	Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105		
2	U.S.A.		
3	Officer/Director		
4	1,000		
5	1,000		
6	100%		
7			
8			

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

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

BH 0532

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 96-579, DECEMBER 17, 1974,
5 U.S.C. 552(d)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

**BAKER
&
HOSTETLER**
COUNSELLORS AT LAW

00015

WASHINGTON, SQUARE, SUITE 1100 • 1050 CONNECTICUT AVENUE, N.W. • WASHINGTON, D.C. 20036 • (202) 861-1500
FAX (202) 861-1783 • TELEX 2357276
WRITER'S DIRECT DIAL NUMBER (202)

861-1688

November 28, 1990

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, DC 20554

Attn: Mass Media Services
Federal Communications Commission
P.O. Box 358180
Pittsburgh, PA 15252-5180
Fee Type Code: MAT

Re: 1990 Annual Ownership Report for
Astroline Communications Company,
Limited Partnership, Licensee of
WHCT-TV, Hartford, Connecticut

Dear Ms. Searcy:

Enclosed is the 1990 Annual Ownership Report for Astroline Communications Company, Limited Partnership, licensee of WHCT-TV, Hartford, Connecticut. Included is a check for \$35.00 to cover the processing fee.

Please contact the undersigned should you have any questions.

Respectfully submitted,

Patricia A. Flores

Patricia A. Flores
Legal Assistant

2159:2789

Enclosure

cc: WHCT-TV Public Inspection File
Edward Hayes, Jr., Esq.

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

COPY

Ownership Report

NOTE: Before filling out this form, read attached instructions

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

I certify that I am General Partner
(Official title, see Instruction 1)
of Astroline Communications Company, Limited Partnership
(Exact legal title or name of respondent)

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

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

Richard P. P... 11/24 1990
(Signature) (Date)

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

November 26, 19 90

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

Telephone No. of respondent (include area code):

(203) 547-1818

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

This report is filed pursuant to Instruction (check one)

1 (a) Annual 1 (b) Transfer of Control,
Assignment of License or
Construction Permit

for the following stations:

Name and Post Office Address of respondent:

Astroline Communications Company, Limited Partnership
18 Garden Street
Hartford, CT 06105

Call Letters	Location	Class of service
<u>WHCT</u>	<u>Hartford, CT</u>	<u>TV</u>

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

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

WHCT MANAGEMENT, INC.

5. Respondent is:

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

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

None

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

Yes No

5. List all contracts and other instructions required to be filed by Section 3.361 of the Commission's rules and regulations (other than those which otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Limited Partnership Agreement and Certificate (Above on file with FCC)	N/A		Continued in perpetuity unless amended
Astroline Communications Company, Limited Partnership First Amendment to Amended and Re-stated Limited Partnership Agreement and Certificate	N/A	December 7, 1988	Continued in perpetuity unless amended

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

Class of Stock (preferred, common or other)	Voting or Non-voting	Authorized	Number of Shares		
			Issued and Outstanding	Treasury	Unissued
N/A	N/A	N/A	N/A	N/A	N/A

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

N/A

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

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

Name and residence of officer, director, cognizable stockholder or partner other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, hereafter, remaining stockholders and partners.

Citizenship.

Office or directorship held.

Number of shares or nature of partnership interest.

Number of votes.

6. Percentage of votes.

7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules, including nature and size of such interest.

8. All other ownership interests of 5% or more, whether or not attributable, as well as any corporate officership or directorship in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.

	(a)	(b)	(c)
1	Richard P. Ramirez c/o Astroline Communications Company, Limited Partnership 18 Garden Street Hartford, CT 06105	WHCT MANAGEMENT, INC. c/o Astroline Communications Company, Limited Partnership 18 Garden Street Hartford, CT 06105	
	U.S.A.	U.S.A.	
	N/A	N/A	
4	General Partner	General Partner	
	N/A	N/A	
6	78%	22%	
	None	None	
	None	None	

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

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

000156

WHCT-TV 18
ASTROLINE COMMUNICATIONS CO., LTD.
PARTNERSHIP D.I.P.
18 GARDEN STREET
HARTFORD, CT 06105
TELEPHONE 203-547-1818

BANK OF BOSTON CONNECTICUT
100 PEARL STREET 467
HARTFORD, CT 06103
51-807111

8793

CHECK NO.

THIRTY-FIVE AND 00/100

DATE

AMOUNT

11/15/90

*****35.00

PAY
TO THE
ORDER
OF

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