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ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP  
AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT  
AND CERTIFICATE

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP was organized as a Massachusetts limited partnership pursuant to a Limited Partnership Agreement and Certificate by and among Richard P. Ramirez and WHCT Management, Inc. as General Partners and Astroline Company as Limited Partner dated as of May 29, 1984, and filed in the Office of the Secretary of State of the Commonwealth of Massachusetts on May 29, 1984, which Agreement and Certificate was amended pursuant to a First Certificate of Amendment dated as of September 10, 1985, and filed in said Office on November 20, 1985.

In consideration of the mutual agreements set forth herein, effective December 31, 1985, such Limited Partnership Agreement and Certificate is hereby amended and restated in its entirety as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall have the meanings specified below:

"Additional Capital Contribution" means, for each General and Limited Partner, the amount set forth opposite the name of such Partner in the Schedule beneath the heading "Additional Capital Contribution."

"Affiliated Person" means (i) any General Partner, (ii) any Limited Partner, (iii) the spouse or any lineal descendant of any General or Limited Partner, (iv) the legal representative of any Person referred to in the preceding clauses (i) through (iii), (v) the trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) through (iii), (vi) any corporation or other Entity of which a majority of the voting interest is owned by any one or more of the Persons referred to in the preceding clauses (i) through (v), or (vii) any officer, director, employee or stockholder of a corporation referred to in the preceding clause (vi).

"Agreement" means this Amended and Restated Limited Partnership Agreement and Certificate as amended from time to time.

"Appraised Value" means fair market value as determined in accordance with the following procedure: The transferring party shall select one qualified appraiser and the purchasing party or parties shall (together) select one qualified appraiser. If the appraisals submitted by both appraisers do not differ by more than 5% of the larger appraisal, then the Appraised Value shall be the mean of the two appraisals. If the appraisals differ by more than such 5%, the two appraisers shall select a third, whose sole determination of value shall constitute the Appraised Value; provided however, that if the appraisal of such third appraiser shall be more than 20% higher than the larger of the first two appraisals, or more than 20% lower than the smaller of the first two appraisals, then said appraisal shall not be determinative

and the entire procedure set forth above shall be repeated (with both parties selecting new and different qualified appraisers).

"Bankruptcy" means, with respect to any Person,

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of such Person or for any substantial part of his property, or the making by him of any assignment for the benefit of creditors, or the failure of such Person generally to pay his debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

"Capital Account" means, with respect to any Partner,

(a) the amount of cash such Partner has contributed to the Partnership plus (b) the adjusted tax basis of any property such Partner has contributed to the Partnership net of any liabilities assumed by the Partnership or to which such property is subject, plus (c) the amount of profits allocated to such Partner less (d) the amount of losses allocated to such Partner less (e) the amount of all cash distributed to such Partner less (f) the adjusted tax basis of any property distributed to such Partner net of any liabilities assumed by such Partner or to which such

property is subject, less (g) such Partner's share of any other expenditures which are not deductible by the Partnership for Federal income tax purposes or which are not allowable as additions to the basis of Partnership property and (h) subject to such other adjustments as may be required under the Code.

"Capital Contribution" means the amount of cash and the agreed-to value of other property contributed to the Partnership by each Partner as shown in the Schedule, including any paid-in Additional or Future Capital Contributions. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner in respect of the Partnership interest of such then Partner.

"Capital Transaction" means any transaction or other event the proceeds of which are not includable in determining Cash Flow, including, without implied limitation, the sale, refinancing or other disposition of all or substantially all of the assets of the Partnership.

"Cash Flow" means Cash Flow as defined in Section 8.2.B. of this Agreement.

"Certificate" means the certificate of limited partnership establishing the Partnership as a limited partnership, as amended and/or restated from time to time.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

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"General Partner" or "General Partners" means any or all Persons designated as General Partners in the Schedule or any and all Persons who become General Partners as provided herein, in each such Person's capacity as a General Partner of the Partnership.

"Initial Capital Contribution" means, for each General and Limited Partner, the amount set forth opposite the name of such Partner in the Schedule under the heading "Initial Capital Contribution."

"Limited Partner" means any Person designated as a Limited Partner in the Schedule or any Person who becomes a Limited Partner as provided herein (including a Substituted Limited Partner), in such Person's capacity as a Limited Partner of the Partnership.

"Limited Partners" means all those Persons who are then Limited Partners.

"Participation Change Point" means the point at which the Unrecovered Adjusted Capital of all Limited Partners has been reduced to zero.

"Partner" means any General Partner or Limited Partner.

"Partnership" means Astroline Communications Company Limited Partnership, as said limited partnership may from time to time be constituted.

"Percentage Interest" means the proportionate interest of each Partner in the profits, losses and distributions of the Partnership as set forth in the Schedule.

"Person" means any individual or Entity, and the heirs, executors, administrators, successors and assigns of such person where the context so admits; and unless the context otherwise requires the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Retirement" (including the verb form "Retire" and adjective form "Retired") means as to a General Partner, the occurrence of any of the following: retirement, death, adjudication of insanity or incompetence, bankruptcy or voluntary or involuntary withdrawal for any reason. Voluntary withdrawal shall occur on the date of such withdrawal stated in a written notice from the withdrawing General Partner to all other Partners, which date of withdrawal shall be at least 30 days after the date such notice is given.

"Schedule" means Schedule A annexed hereto as amended from time to time and as so amended at the time of reference thereto.

"State" means the Commonwealth of Massachusetts.

"Substituted Limited Partner" means any Person who is admitted to the Partnership as a Limited Partner under the provisions of Section 7.2.A.

"Uniform Act" means the Uniform Limited Partnership Act adopted by the State as in embodied Chapter 109 of the Massachusetts General Laws, as the same may be from time to time amended, or any successor statute governing the operation of limited partnerships.

"Unrecovered Adjusted Capital" means, as to any Partner, at any point in time, (a) the amount of the Additional Capital Contribution plus any Future Capital Contributions made by such Partner as shown on the Schedule less (b) the amount of all distributions to such Partner from any source under this Agreement plus (c) a return on such net amount ((a) less (b)) as the same may change from time to time which shall accrue from and after the date of such Capital Contribution or Contributions at an annual rate equal to the rate charged by The First National Bank of Boston from time to time on 90 day unsecured loans to substantial commercial borrowers and designated by such Bank as its "base rate," such return to be compounded on the first day of each calendar month.

## ARTICLE II

### Continuation; Name and Purpose

#### Section 2.1 Continuation

The parties hereto hereby continue the Partnership as a limited partnership pursuant to the provisions of the Uniform Act.

#### Section 2.2 Name and Office; Resident Agent

The Partnership shall continue to be conducted under the name and style of Astroline Communications Company Limited Partnership. The principal office of the Partnership shall be at 18 Garden Street, Hartford, Connecticut 06103. The Partnership

shall also have an office at 231 John Street, Reading, Massachusetts 01867. The General Partners may at any time change the location of such principal or other office and shall give due notice of any such change to the Limited Partners. Each of the General Partners is hereby designated as an agent of the Partnership for purposes of receiving service of process on the Partnership at such Partner's business address set forth on the Schedule.

Section 2.3 Purpose

The purpose of the Partnership is to acquire, own and operate Channel 18, a television station operating in the greater Hartford, Connecticut area, presently broadcasting under the call letters WHCT, and to do any and all things incidental thereto.

ARTICLE III

Partners; Capital

Section 3.1 General Partners

The General Partners of the Partnership are Richard P. Ramirez, Thomas A. Hart, Jr., and WHCT Management, Inc., and their respective Capital Contributions in their capacities as General Partners are as set forth in the Schedule.

Section 3.2 Limited Partners

The names and addresses of the Limited Partners of the Partnership and their respective Capital Contributions in their capacities as Limited Partners are as set forth in the Schedule.

Section 3.3 Partnership Capital

The capital of the Partnership as of the date hereof shall be the aggregate Initial and Additional Capital Contributions of the Partners as set forth in the Schedule.

Each Limited Partner agrees to make future capital contributions ("Future Capital Contributions") to the Partnership from time to time, not to exceed, in the aggregate, the amount set forth opposite the name of such Limited Partner on the Schedule beneath the heading "Future Capital Contribution," upon the receipt by such Limited Partner of 30 days written notice from the General Partners.

Upon the occurrence of any change in the paid-in Capital Contributions of the Limited Partners, the Schedule shall be amended, to the extent required by law, to reflect such change and an amendment to the Certificate, reflecting such change, shall be filed as required by the Uniform Act. Each General Partner who is an individual and the President and Treasurer of any corporation which serves as a General Partner hereunder, is hereby constituted the attorney-in-fact of all Limited Partners with the power to act alone to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the foregoing provisions of this Section 3.3, including amendments to the Schedule, amendments to the Certificate and the like.

Section 3.4 Interest on Capital

No interest shall be paid on any Capital Contribution except to the extent specifically provided herein.

Section 3.5 Withdrawal of Capital

No Partner shall have the right to withdraw his Capital Contribution or the right to receive any funds or property of the Partnership except as may be specifically provided in this Agreement.

Section 3.6 Liability of Limited Partners

No Limited Partner shall be personally liable for any liabilities, contracts or obligations of the Partnership. A Limited Partner's liability shall be limited to the amount of his Capital Contribution, including and any Additional and Future Capital Contributions. No Limited Partner shall be required to make any further Capital Contributions or lend any funds to the Partnership, subject, however, to the provisions of the Uniform Act. No General Partner shall have any personal liability for the repayment of the Capital Contribution of any General or Limited Partner.

ARTICLE IV

Rights, Powers and Duties of General Partners

Section 4.1 Management; Authorized Acts

A. The business and affairs of the Partnership shall be managed exclusively by the General Partners. The General Partners, for, in the name of, and on behalf of, the Partnership, are hereby authorized:

(i) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(ii) To borrow money (including borrowings from Affiliated Persons) and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on any or all of the assets of the Partnership.

(iii) To employ Persons (including Affiliated Persons), to render services to the Partnership from time to time and to pay reasonable compensation for such services.

(iv) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under the laws of the State.

(v) To act on behalf of the Partnership in the Partnership's capacity as a general partner of any general or limited partnership.

(vi) To sell, convey and assign any or all of the assets of the Partnership and to take all other appropriate actions in connection with the liquidation of the Partnership.

B. Except as provided in Section 4.2, the powers granted to the General Partners under this Agreement shall be exercised by approval of a majority in interest of all the General Partners hereunder based upon the Percentage Interests of the General Partners in their capacities as General Partners as shown in the Schedule. Any General Partner may from time to time, by an instrument in writing, delegate any or all of his powers or duties as a General Partner to another General Partner hereunder.

C. In the event there is more than one General Partner, prior to taking any action with respect to the sale, transfer, assignment, mortgage, pledge or encumbrance of any significant

asset of the Partnership, or any significant borrowing or commitment by funds by the Partnership, the General Partner or Partners shall notify each General Partner of the proposed action and shall provide such General Partner a reasonable opportunity to consider the proposed action and to confer with the other General Partners regarding the proposed action.

Section 4.2 Consent of Limited Partners

Notwithstanding the foregoing, the General Partners shall not sell, mortgage or pledge all or substantially all of the assets of the Partnership without the prior written consent of persons holding a majority of the interests in the Partnership held by the Limited Partners.

Section 4.3 Execution of Documents

Every document executed by any one General Partner shall be conclusive evidence in favor of every person (other than Partners) relying thereon or claiming thereunder that at the time of the delivery thereof (a) this Partnership was in existence, (b) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority (except as shown in the Certificate) and (c) the execution and delivery of such instruments were duly authorized by the General Partners. Any Person dealing with the Partnership or the General Partners may always rely on a certificate signed by any one General Partner:

(i) as to who are the General Partners or Limited Partners hereunder;

(ii) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the General Partners or in any other manner germane to the affairs of this Partnership;

(iii) as to the authenticity of any copy of this Agreement and amendments thereto; or

(iv) as to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

#### Section 4.4 Activities of Partners

Any Partner may engage in and have an interest in other business ventures of every nature and description, independently or with others. No General Partner shall be obligated to offer to the Partnership any investment opportunity, and one or more Partners may invest independently in any venture regardless of whether it would be an appropriate Partnership investment.

Neither the Partnership nor any other Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, regardless of whether the opportunity to participate in such venture was presented to such Partner as a direct or indirect result of his connection with the Partnership.

It is understood that the Limited Partners are and will be engaged in other interests and occupations unrelated to the Partnership and that the Limited Partners may, directly or indirectly, have financial interests in any other business or entity including, without limitation, any business or entity which owns, uses, operates maintains or is otherwise involved

with television or radio stations, community antenna television (CATV) systems, satellite transmission or reception equipment or any other forms of facilities for communication, whether or not the same competes with the business of the Partnership, provided such interest complies with the rules and regulations of the Federal Communications Commission in effect at such time.

Section 4.5 Business Control

No Limited Partner (except one who may also be a General Partner, and then only in his capacity as General Partner) shall participate in or have any control over the Partnership business, except as required by law. The Limited Partners hereby consent to the exercise by the General Partners of the powers conferred on them by this Agreement and to the employment, when and if in the sole discretion of the General Partners the same is deemed necessary or advisable, of such Persons (including Affiliated Persons) as the General Partners may determine to be necessary or advisable in connection with the conduct of the Partnership's business. No Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner) shall have any authority or right to act for or bind the Partnership.

Section 4.6 Indemnification

The Partnership shall indemnify and save harmless each General Partner against any claims or liabilities incurred by him in connection with, or arising out of, his acting as a General Partner hereunder; provided that such indemnification shall not be available if the acts or omissions giving rise to such claims

or liabilities were performed or omitted with gross negligence or in bad faith, and further provided that any indemnity under this Section 4.6 shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof.

#### ARTICLE V

##### Term and Dissolution

The Partnership shall continue in full force and effect until December 31, 2034, except that the Partnership shall be dissolved and liquidated prior to such date upon the happening of any of the following events:

A. the sale or other disposition of all or substantially all the assets of the Partnership;

B. the Retirement of a General Partner if no General Partner remains; or

C. the written decision of General Partners holding a majority in interest of all Percentage Interests held by General Partners and Limited Partners holding a majority in interest of all Percentage Interests held by Limited Partners, to terminate the Partnership.

ARTICLE VIInterest of a Retired General Partner;  
Successor General PartnersSection 6.1 Retirement

A. Any General Partner may Retire as a General Partner hereunder. Upon the Retirement of a General Partner hereunder, his interest as a General Partner in the Partnership shall be retained by such Retired General Partner (or pass to the legal representatives of a deceased General Partner) who or which shall thereupon have the status of a Limited Partner.

B. No General Partner shall have the right to sell, assign, transfer or encumber his interest as a General Partner without the written approval of the other General Partners and the written approval of Limited Partners holding a majority of the Percentage Interests held by all Limited Partners. No assignee or transferee of all or any part of the General Partner interest of a General Partner shall have any right to become a General Partner hereunder without the written approval of General Partners holding a majority of the Percentage Interests held by all General Partners and the written approval of Limited Partners holding a majority of the Percentage Interests held by all Limited Partners.

Section 6.2 Obligation to Continue

Upon the Retirement of a General Partner, the remaining General Partner(s), if any, or, if none, such Retired General Partner or the heirs, successors or assigns of such Retired General Partner, shall immediately send notice of such Retirement

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(the "Retirement Notice") to each Limited Partner, and the Partnership shall be (i) dissolved if an event described in paragraph B of Article V shall have occurred or (ii) continued by the remaining General Partner(s) as provided in the sentence next following. The General Partner(s) shall have the right to, and hereby covenant and agree, unless an event described in Article V shall have occurred, to elect to continue the business of the Partnership upon the Retirement of a General Partner.

Section 6.3 Amendment to Certificate

Upon the occurrence of any change in the membership of the General Partners, the Schedule shall be amended to reflect such change and an amendment to the Certificate, reflecting such change, shall be filed as required by the Uniform Act. Each General Partner who is an individual and the President and Treasurer of any corporation which serves as a General Partner hereunder, is hereby constituted the attorney-in-fact of all Limited Partners with the power to act alone to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the foregoing provisions of this Article VI, including amendments to the Schedule, amendments to the Certificate and the like.

ARTICLE VII

Transferability of Limited Partner Interests

Section 7.1 Restrictions of Transfer

A. Except as permitted below, no Limited Partner may transfer, sell, alienate, assign or otherwise dispose (whether such disposition is intended to become effective during the lifetime

or after the death of such Limited Partner) of all or any part of his interest in the Partnership, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without the consent of all of the General Partners, the giving or withholding of which shall be within their sole discretion. Without implied limitation of the right of the General Partners to grant or withhold consent to a proposed disposition, the General Partners shall have the right in their discretion to establish conditions to such disposition including, but not limited to, the following:

(i) a right on the part of the Partnership or all other Limited Partners to acquire (in the case of a right granted to the Limited Partners, on the basis of the ratio of their respective Percentage Interests) the interest in question at a price equal to the then current Appraised Value, with any portion of such interest not so acquired to be offered to all other Partners (or all Partners in the case of failure to exercise such right by the Partnership) on the same basis (with respect to this clause (i), the provisions of Section 7.4 shall be deemed to apply as far as appropriate) and (ii) a requirement that the disposing Limited Partner (x) assume all costs incurred by the Partnership in connection with the disposition and (y) furnish the Partnership with an opinion of counsel satisfactory (both as to opinion and counsel) to counsel to the Partnership that such disposition complies with applicable Federal and state securities laws. The first two sentences of this paragraph (other than item (ii)(x) of the second sentence, which shall be applicable to all transfers)

shall not apply, however, to the transfer or assignment, directly, in trust, by bequest or otherwise (including by operation of law), by a Limited Partner of all or any part of his interest in the Partnership

(1) to or for the benefit of himself, any other Partner, the spouse of the original owner of such Limited Partner interest or any lineal descendant of any Partner, or

(2) to the legal representatives of a deceased or incapacitated Limited Partner, or by such a legal representative to accomplish any transfer or assignment permitted by the foregoing subparagraph (1), or

(3) in the case of a Limited Partner interest of an employee or former employee of the Partnership, to WHCT Management, Inc., or its designee.

B. Subject to the terms of the following sentence, no part of the interest of any Limited Partner in the Partnership may be assigned or transferred at any time to a minor or incompetent, and any such attempted assignment shall be void and ineffectual and shall not bind the Partnership. Nothing in the immediately preceding sentence shall prohibit the transfer (so long as the same shall not be otherwise in violation of this Agreement) of all or any part of the interest of a Limited Partner in the Partnership to a trust, custodian or guardian for the benefit of a minor or incompetent.

#### Section 7.2 Substituted Limited Partner

A. No Limited Partner shall have the absolute right to substitute an assignee as a Limited Partner in his place, but each Limited Partner shall have a conditional right subject to receiving the permission of the General Partners for such substitution, the giving or withholding of which shall be within their

sole discretion. The consent of the General Partners to the disposition of a Limited Partner interest under Section 7.1 hereof (where applicable) shall not, in and of itself, constitute permission for the assignee in question to become a Substituted Limited Partner under this Section 7.2; provided, however, that the General Partners' failure or refusal to permit an assignee approved or permitted as of right under Section 7.1 to become a Substituted Limited Partner under this Section 7.2 shall not affect the right of such assignee to receive the share of the profits and losses and distributions of the Partnership to which his predecessor in interest was entitled.

B. Upon the approval by the General Partners of the admission of an assignee as a Substituted Limited Partner pursuant to paragraph A above, the Schedule shall be amended to reflect the name and address of such assignee as a Substituted Limited Partner and to eliminate the name and address of the predecessor Limited Partner, and an amendment to the Certificate reflecting such admission shall be filed as required by the Uniform Act. Each Substituted Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify his agreement to be bound by all the provisions of this Agreement.

C. Each of the General Partners who is an individual and the President and Treasurer of any corporation which serves as a General Partner hereunder is hereby constituted and empowered to act alone as the attorney-in-fact of all Limited Partners with

the power to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the provisions of this Article VII, including amendments to the Schedule, amendments to the Certificate required by the Uniform Act, business certificates and the like.

Section 7.3 Assignees

In the event of the decease or incapacity of a Limited Partner, his personal representatives shall have the same status as an assignee of the Limited Partner and such personal representatives shall have the right to become a Substituted Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a Substituted Limited Partner as herein provided shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

Any Limited Partner who shall assign all his interest in the Partnership shall cease to be a Limited Partner of the Partnership, and shall no longer have any rights or privileges of a Limited Partner, except that unless and until the assignee of such Limited Partner becomes a Substituted Limited Partner, the assignor Limited Partner shall retain all the statutory rights and be subject to all the statutory obligations of an assignor Limited Partner.

In the event any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, which instrument must evidence the written acceptance by the assignee of all the terms and provisions of this Agreement. Until such an instrument is so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

An assignee of the interest of a Limited Partner who does not become a Substituted Limited Partner as provided aforesaid and who desires to make a further assignment of his interest shall be subject to all the provisions of this Article VII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his interest.

Section 7.4 Purchase of Limited Partner's Interest

A. No assignment or transfer of the interest of a Limited Partner (including, without limitation, involuntary transfers by reason of bankruptcy, receivership, death [other than transfers to personal representatives of a deceased Limited Partner] or otherwise) in violation of this Article VII shall be effective or shall bind the Partnership. Subject to the provisions of paragraph B below, in the event a Limited Partner shall purport to assign or otherwise transfer (or such transfer shall occur by operation of law) all or any part of his Limited Partner interest in violation of any of the provisions of this Article VII, the General Partners shall notify, in writing, all other Limited

Partners and all such Limited Partners shall have the option, exercisable within 30 days after the date on which a notice or instrument of assignment is filed with the Partnership, to purchase that portion of the interest of such Limited Partner as to which a purported assignment or transfer was made. Such option shall be exercised by any such purchasing Limited Partner (the "Purchaser") by delivery of written notice (the "Purchase Notice") to the transferring Limited Partner, which notice shall specify the portion of the interest of such transferring Limited Partner which such Purchaser desires to purchase. In the event two or more Purchasers elect to exercise such option and the total amount of the interest of such transferring Limited Partner which they desire to purchase aggregates more than 100% of such interest, then if such Purchasers are unable to agree as to the apportionment of such interest between or among them, they shall be entitled to purchase portions of such interest based on the ratio of their respective Percentage Interests as Limited Partners. The purchase price for such interest shall be its Appraised Value on the date on which the Purchase Notice is delivered. Said purchase price shall be payable, at the option of the Purchaser(s), either in cash or by delivery of a promissory note pursuant to which such Purchaser shall be personally liable, without interest, payable in full on the first anniversary of the date of delivery of the applicable Purchase Notice. Except as otherwise provided below, all costs of determining the Appraised Value shall be borne 50% by the transferring Limited Partner and 50% by the Purchasers

(pro rata in accordance with their share of the total interest being purchased by them). Notwithstanding the foregoing, any Purchaser may withdraw his offer to purchase all or any portion of the interest of a transferring Limited Partner by delivering notice of such decision within ten business days of the Purchaser's receipt of notice of the Appraised Value of such interest, in which case he shall have no obligation to purchase such interest, but shall be required to bear the transferring Limited Partner's pro rata share of the costs of determining the Appraised Value of the full or partial interest he sought to purchase. Any portion of the interest of a transferring Limited Partner not purchased as aforesaid shall be offered by the General Partners to all other Partners under the same procedure and subject to the same terms and conditions as described above. From and after the first day of the month in which the Purchase Notice is delivered hereunder, all profits, losses and distributions which would have been otherwise allocable to the interest purchased hereunder shall be allocated to the purchasing Partner(s).

B. Notwithstanding the provisions of paragraph A preceding, the General Partners may cause the Partnership to acquire all or any part of that portion of the interest of a Limited Partner which such Limited Partner shall purport to assign or otherwise transfer (including such transfer by operation of law) in violation of the provisions of Article VII, such purchase to be consummated upon the terms and conditions (so far as applicable), and at the purchase price, determined in accordance with the procedure set

forth in paragraph A above; provided, however, that (i) the General Partners shall be authorized to utilize Partnership assets (including investments and other non-cash assets) to effect payment of such purchase price and (ii) the value of any non-cash assets utilized therefor shall be determined on the basis of their Appraised Value on the date of their distribution in payment for such interest. From and after the acquisition of such interest by the Partnership, the Percentage Interest of the Partners hereunder shall be increased pro rata in order that the aggregate of such Percentage Interests shall equal 100%. The provisions of paragraph A of this Section 7.4 shall apply to that part of the interest purportedly transferred by a Limited Partner in violation of this Article VII which is not acquired by the Partnership pursuant to this paragraph B.

Section 7.5 Designation of Successor in Interest on Death

Any Limited Partner may, by written instrument, designate his estate, any one or more members of his Immediate Family, or a trust for their benefit, or any combination of them, to become successor or successors to all his Partnership interest immediately upon his death. If such designation is effective hereunder, such successor or successors if he or they shall then be living shall become such immediately upon the death of the designating Limited Partner without requirement of any action on the part of the legal representatives of the designating Limited Partner and he or they shall be entitled to the same rights as would any other successor in interest of such Limited Partner;

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and such legal representatives and the estate of such deceased Limited Partner shall have no interest whatsoever in this Partnership. In order for such designation to be effective, it must be filed with the General Partners during the lifetime of the designating Limited Partner and the General Partners must accept such designation in writing. Such designation may be revoked from time to time and a new such designation made and so filed with the General Partners. The Partnership shall not recognize such designated successor or successors unless the foregoing has been complied with and until it is duly notified in writing of the death of such designating Limited Partner. The acceptance by the General Partners of a designation made under this Section 7.5 shall constitute their permission for purposes of Section 7.2 for the designee (which shall mean the trustee[s] in the case such designee is a trust) to become a Substituted Limited Partner hereunder. Notwithstanding any of the foregoing, upon the death of a Limited Partner, no designation made in accordance with the provisions of this Section 7.5 shall be recognized by the Partnership unless, within 60 days after the date of death, counsel to the estate of the deceased Limited Partner shall have furnished to the Partnership a written opinion to the effect that such designation is valid under the applicable laws of descent and distribution.

ARTICLE VIIIProfits, Losses and Credits; Distributions; Capital AccountsSection 8.1 Profits, Losses and Credits

For each fiscal year, or portion thereof, commencing on or after January 1, 1985, Partnership profits, losses and credits shall be allocated as follows:

A. Profits and losses, other than those arising from Capital Transactions, and all tax credits shall be allocated as follows: (i) prior to the Participation Change Point, 99% to the Limited Partners as a class and 1% to the General Partners as a class and (ii) from and after the Participation Change Point, to the Limited and General Partners in accordance with their respective Percentage Interests.

B. All profits and losses arising from Capital Transactions shall be allocated to the General and Limited Partners as follows as of the end of the calendar year in which the event in question shall occur:

As to profits:

First, an amount of profit equal to the aggregate negative balances (if any) in the Capital Accounts of all General and Limited Partners having negative Capital Accounts (prior to the Capital Transaction event) shall be allocated to such Partners in proportion to their negative Capital Account balances until all such Capital Accounts shall have a zero balance;

Second, an amount of profits shall be allocated to each of the General and Limited Partners until the positive Capital Account balance of each Partner equals the sum of the amount of cash available for distribution to such Partner as if all available amounts were in fact distributed; and

Third, the balance, if any, of such profits shall be allocated to the General and Limited Partners in accordance with their respective Percentage Interests.

As to losses:

First, an amount of losses equal to the aggregate positive balances (if any) in the Capital Accounts of all General and Limited Partners having positive balance Capital Accounts shall be allocated to such Partners in proportion to their positive Capital Account balances until all such Capital Accounts shall have a zero balance; and

Second, the balance of any such losses shall be allocated to the General and Limited Partners in accordance with their respective Percentage Interests.

Notwithstanding the foregoing provision of this Section 8.1.B., in no event shall there be allocated to the General Partners under this Article VIII less than  $1/99$  of the aggregate of the profits or losses allocated to the Limited Partners hereunder arising from any Capital Transaction. In the event no profits or losses would be allocated to the General Partners hereunder but for the provisions of this paragraph or if the amount of profits or losses otherwise allocable to the General Partners hereunder shall not equal  $1/99$  of the aggregate amount allocable to the Limited Partners without giving effect to this provision, then the amounts otherwise allocable to the Limited Partners hereunder shall be reduced in order to assure the General Partners such allocation.

Furthermore, notwithstanding the foregoing provisions of this Section 8.1.B., if any profit arises from a Capital Transaction which shall be treated as ordinary income under the depreciation recapture provisions of the Code, then the full amount of such profit shall be allocated among the Partners in the proportions that the Partnership deductions from depreciation giving rise to such recapture were actually allocated.

C. All profits, losses and tax credits allocated to the Limited Partners as a class prior to the Participation Change Point shall be shared by each Limited Partner in the ratio of his Unrecovered Adjusted Capital to the total Unrecovered Adjusted Capital of all Limited Partners. All profits, losses and tax credits allocated to the General Partners as a class prior to the Participation Change Point shall be shared by each General Partner in the ratio of his Percentage Interest to the total Percentage Interests of all General Partners.

D. All profits and losses shared by the then General and Limited Partners shall be credited or charged, as the case may be, to their respective Capital Accounts.

E. The term "profits" and "losses" as used in this Agreement shall mean taxable income and losses as determined for Federal income tax purposes using the accounting methods followed by the Partnership but exclusive of the effect of any adjustments made pursuant to Section 10.4.

Section 8.2 Distributions Prior to Dissolution

A. Cash Flow, if any, for each fiscal year, or portion thereof, commencing on or after January 1, 1985, shall be distributed as follows: (i) until the Participation Change Point, 99% to the Limited Partners as a class and 1% to the General Partners as a class; and (ii) after the Participation Change Point, to the General and Limited Partners in accordance with their respective Percentage Interests. Distributions of Cash Flow, to the extent

that any is available, shall be made at least annually within 150 days after the end of each fiscal year; and, in the discretion of the General Partners, may be made on a semi-annual or quarterly basis.

B. Definition of Cash Flow. For all purposes of this Agreement, the term "Cash Flow" shall mean the profits or losses of the Partnership (as profits and losses are determined in accordance with Section 8.1.E.) but subject to the following adjustments:

(a) Depreciation of real and personal property and amortization of any financing, leasing or similar fee shall not be considered as a deduction.

(b) Any fee (whether or not deductible or amortizable for Federal income tax purposes and including any origination fee or other fee paid in connection with obtaining financing) shall be considered as a deduction to the extent paid in such fiscal year.

(c) Debt repayment (including repayment of debts to Affiliated Persons) shall be considered as a deduction.

(d) Amounts reserved shall be considered deductions.

(e) Any amounts paid by the Partnership for capital expenditures shall be considered deductions unless paid from sources other than operating income such as (i) from insurance proceeds, (ii) by cash withdrawal from a replacement reserve for capital expenditures or (iii) from the proceeds of borrowings.

(f) Gains or losses from any sale, exchange, eminent domain taking, damage or destruction by fire or other casualty (whether insured or uninsured) or other disposition of all or any part of the property of the Partnership shall not be included as income.

Cash Flow shall be determined separately for each fiscal year or portion thereof and shall not be cumulative.

C. If the General Partners shall determine from time to time that there is cash available from the proceeds of a Capital Transaction other than a sale of all or substantially all the assets of the Partnership, then such cash (after the discharge of all Partnership liabilities which are then required to be discharged, shall be distributed as follows:

First, to the return to each General and Limited Partner of his Unrecovered Adjusted Capital, provided that in the event that there are insufficient funds to return to each Partner the full amount of his Unrecovered Adjusted Capital, available funds shall be allocated pro rata among all Partners in proportion to the Unrecovered Adjusted Capital of each. Notwithstanding the foregoing sentence, in no event shall there be distributed to the General Partners under this Section less than 1/99 of the aggregate of the cash distributed to the Limited Partners hereunder.

Second, the balance to the General and Limited Partners in accordance with their respective Percentage Interests.

D. If the General Partners shall determine that there is cash available from the proceeds of a sale of all or substantially all the assets of the Partnership (after the discharge of all Partnership liabilities which are then required to be discharged) such cash shall be distributed as follows:

First, to the return to each General and Limited Partner of his Unrecovered Adjusted Capital, provided that in the event that there are insufficient funds to return to each Partner the full amount of his Unrecovered Adjusted Capital, available funds shall be allocated pro rata among all Partners in proportion to the Unrecovered Adjusted Capital of each.

Second, to the return to each General and Limited Partner of his Initial Capital Contribution, provided that in the event there are insufficient funds to return to each Partner the full amount of his Initial Capital Contribution, available funds shall be allocated pro rata among all Partners in proportion to the Initial Capital Contribution of each.

Third, \$1,000,000 to Richard P. Ramirez and Thomas A. Hart, Jr., as General Partners, one-half of such amount to be allocated to each of them.

Fourth, the balance to the General and Limited Partners to be allocated among the Partners in accordance with their respective Percentage Interests.

E. All distributions to the Limited Partners as a class prior to the Participation Change Point shall be shared by each Limited Partner in the ratio of his Unrecovered Adjusted Capital to the total Unrecovered Adjusted Capital of all Limited Partners. All distributions to the General Partners as a class prior to the Participation Change Point shall be shared by each General Partner in the ratio of his Capital Contribution to the total Capital Contributions of all General Partners. The capital account of each Partner shall be charged with his allocable share of each distribution.

Section 8.3 Distributions upon Dissolution

Upon dissolution, after payment of, or adequate provision for, all the debts and obligations of the Partnership, the remaining assets of the Partnership (or the proceeds of sales or other dispositions in liquidation of the Partnership assets, as may be determined by the remaining or surviving General Partner[s]) shall be distributed to the General and Limited Partners in the priority set forth in Section 8.2.D.

RC 010847

ARTICLE IXBooks and Records, Accounting Tax Elections, Etc.Section 9.1 Books and Records

The books and records of the Partnership shall be kept and maintained at the principal office of the Partnership and shall be available for examination by any Partner, or his duly authorized representatives, during regular business hours. The Partnership may maintain books and records and may provide such financial or other statements as the General Partners in their exclusive discretion deem advisable.

Section 9.2 Bank Accounts

The bank accounts of the Partnership shall be maintained with such banking institutions as the General Partners shall determine, and withdrawals therefrom shall be made on such signature or signatures as the General Partners shall determine.

Section 9.3 Fiscal Year and Accounting Method; Tax Year

The fiscal year and tax year of the Partnership shall be the calendar year. The books of the Partnership shall be kept initially on the accrual basis, and the General Partners are authorized to change the basis initially adopted if they deem it advisable.

Section 9.4 Financial and Tax Information

As soon as practicable after the end of each calendar year, the General Partners shall mail to each Partner an unaudited balance sheet and profit and loss statement and all necessary tax information for such year.

Section 9.5 Federal Income Tax Elections

All income tax returns of the Partnership shall be prepared by the General Partners or accountant(s) chosen by the General Partners, and the General Partners in their exclusive discretion shall determine the elections and other items to be reported in all such tax returns.

Section 9.6 Tax Matters Partner

Richard P. Ramirez is hereby designated as Tax Matters Partner within the meaning of Section 6231 of the Internal Revenue Code.

ARTICLE X

General Provisions

Section 10.1 Appointment of General Partners as Attorneys-in-Fact

Without limiting the effect of provisions elsewhere in this Agreement appointing each of the General Partners as attorney-in-fact for all those who are or become Limited Partners (including Substituted Limited Partners) under this Agreement in connection with the doing of certain acts and the filing of certain papers, each Limited Partner hereunder (including a Substituted or additional Limited Partner) hereby irrevocably constitutes each General Partner who is an individual, and the President and Treasurer of any corporation which serves as a General Partner hereunder, as his attorney-in-fact, each with power to act alone to execute all instruments and file all documents requisite to carrying out the intention and purposes of this Agreement.

The appointment by all Limited Partners of each General Partner (or the President and Treasurer of any corporation which is a General Partner hereunder) as aforesaid as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of said person to act as contemplated by this Agreement in such filing and other action by said person on behalf of the Partnership. The foregoing power of attorney shall survive the assignment by any Limited Partner of the whole or any part of his interest hereunder.

Section 10.2 Notices

Any and all notices called for under this Agreement shall be deemed adequately given only if in writing and delivered in hand or sent by registered or certified mail, postage prepaid, to the party or parties for whom such notices are intended.

Section 10.3 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators and assigns of the respective parties hereto.

Section 10.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State.

Section 10.5 Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto.

Section 10.6 Separability of Provisions

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 10.7 Paragraph Titles

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.8 Amendments

This Agreement may not be amended or modified except by unanimous action by all the Partners.

WITNESS the execution hereof under seal as of the thirty-first day of December, 1985.

GENERAL PARTNERS:

Richard P. Ramirez  
Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: Herbert A. Sostek  
Herbert A. Sostek, Chairman  
of the Board of Directors

Thomas A. Hart, Jr.  
Thomas A. Hart, Jr.

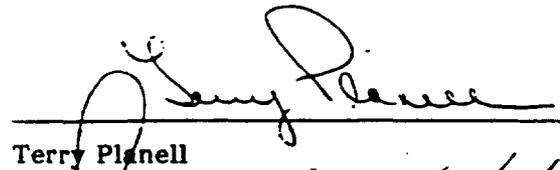
LIMITED PARTNERS:

ASTROLINE COMPANY

By: Herbert A. Sostek  
Herbert A. Sostek,  
General Partner

Martha Rose and Robert Rose  
Martha Rose and Robert Rose,  
JTWROS

Thelma N. Gibbs  
Thelma N. Gibbs

  
Terry Planell

  
Danielle Webb

The undersigned former Limited Partner joins in the foregoing Agreement insofar as Section 8 thereof governs the allocation of profits, losses and credits with respect to the period during which the undersigned was a Limited Partner.

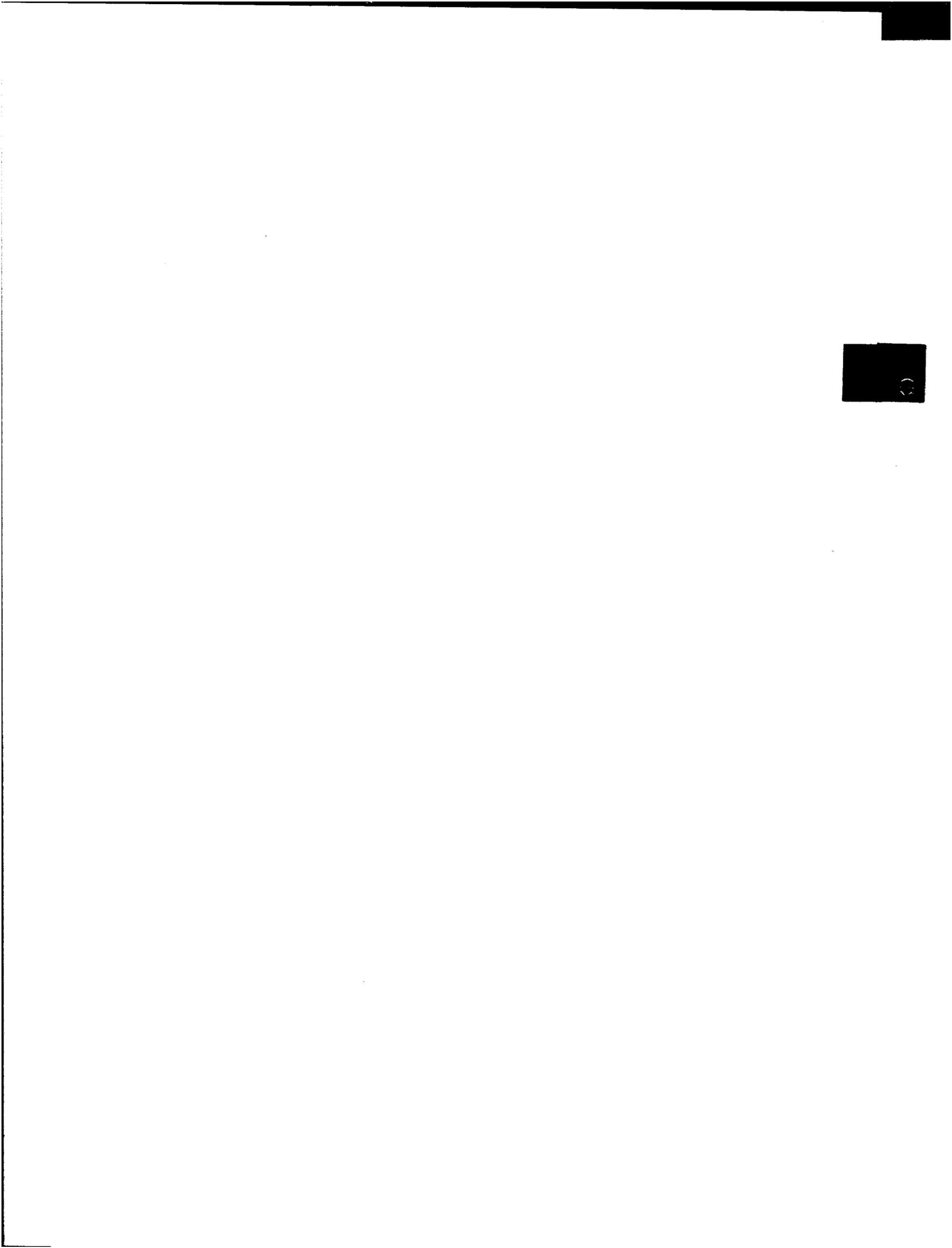
Don O'Brien

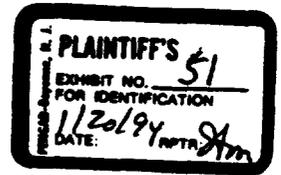
By:   
Richard P. Ramirez, pursuant  
to Power of Attorney dated  
as of December 31, 1985.

## ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

## Schedule A

<u>General Partners</u>	<u>Initial Capital Contribution</u>	<u>Additional Capital Contribution</u>	<u>Future Capital Contribution</u>	<u>Percentage Interest</u>
Edward P. Ramirez Astroline Communications Company Limited Partnership Garden Street Hartford, CT 06105	\$ 210	\$ 0	\$ 0	21%
Management, Inc. John Street Hingham, MA 01867	\$ 60	\$ 0	\$ 0	6%
Thomas A. Hart, Jr. 101 Ingleside Terrace, N.W. Washington, D.C. 20010	\$ 10	\$ 0	\$ 0	1%
<u>Limited Partners</u>				
Astroline Company John Street Hingham, MA 01867	\$440,616	\$7,705,714	\$165,714	58%
Artha Rose and Robert Rose as Joint Tenants 1 Morgan Street Hingham, MA 01984	\$ 30,042	\$ 797,143	\$ 17,142	6%
Wima N. Gibbs 100 South Ocean Blvd. Ft. Beach, FL 33480	\$ 30,042	\$ 797,143	\$ 17,142	6%
Harry Planell Astroline Communications Company Limited Partnership Garden Street Hartford, CT 06105	\$ 10	\$ 0	\$ 0	1%
Michelle Webb Astroline Communications Company Limited Partnership Garden Street Hartford, CT 06105	\$ 10	\$ 0	\$ 0	1%





**ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP**

Record of Ownership

5/29/84   9/10/85\*   12/30/85   3/13/86   12/26/86   4/7/87   11/21/88

GENERAL PARTNERS

Richard P. Ramirez	21X						
WHCT Management, Inc.	9X	5X	6X	7X	5X	6X	9X
Thomas A. Hart, Jr.		1X	1X	1X	1X		

LIMITED PARTNERS

Astroline Company	70X	58X	58X	58X	58X	58X	58X
Martha & Robert Rose		6X	6X	6X	6X	6X	6X
Thelma N. Gibbs		6X	6X	6X	6X	6X	6X
Terry Planell		1X	1X	1X	3X	3X	
Danielle Webb		1X	1X				
Don O'Brien		1X					

\*Reflects various transactions  
completed between 8/16/85 and 9/10/85

WHCT Management, Inc., is a Massachusetts corporation organized on May 21, 1984. From the date of its organization until 11/18/88, all of its outstanding Common Stock was held by the Astroline Partners (defined below). On 11/18/88, the Astroline Partners transferred all of the outstanding shares of Common Stock to Richard P. Ramirez who is now the sole stockholder of WHCT Management, Inc.

Astroline Company is a Massachusetts Limited Partnership organized on October 16, 1981. Effective November 3, 1988, the Limited Partnership was converted to a Massachusetts corporation. At all times the equity interest of both the Limited Partnership and the Corporation have been held by the Astroline Partners (defined below).

Astroline Partners Defined. The Astroline Partners consist of Herbert A. Sostek, Fred J. Boling, Jr., Joel A. Gibbs (deceased 5/16/86), Richard H. Gibbs and Randall L. Gibbs. The Astroline Partners each have a 20X equity interest in Astroline Company and, until 11/18/88, each had a 20X interest in WHCT Management, Inc. In addition, each of the Astroline Partners holds a 20X interest in Astroline Corporation, a New York corporation, which from time to time has made loans to or on behalf of Astroline Company, and Astroline Connecticut, Inc., which owns certain real property utilized by Astroline Communications Company Limited Partnership.

CSB/aa  
December 5, 1988

RC 010720

# 18 Astroline Communications Company

## WHCT-TV

CityPlace, 31st Floor, Hartford, Connecticut 06103 (203) 275-6518

Astroline Communications Company has purchased WHCT-TV Channel 18 in Hartford, CT from Faith Center, Inc. A Massachusetts limited partnership comprised of two (2) General Partners, (Richard P. Ramirez and WHCT Management Inc.) and one limited partner, (Astroline Co.). The schedule below lists the individuals and their respective holdings in Astroline Communications Company.

		<u>Ownership</u>	<u>Voting Int.</u>
Richard P. Ramirez	General Partner	21%	70%
WHCT Management, Inc.	General Partner	9%	30%
Astroline Co.	Limited Partner	70%	-
Herbert A. Sostek	General and Limited Partners of Astroline Co.		
Fred J. Boling, Jr.			
Joel A. Gibbs			
Richard H. Gibbs			
Rondall L. Gibbs	Limited Partner of Astroline Co.		

The attached letter from the Bank of Boston outlines the relationship between the limited partners and the support necessary for WHCT-TV to be a success.

If there are additional questions, please feel free to contact David McKown at the Bank of Boston or me directly.

DEPOSITION  
EXHIBIT

Gibbs (J)  
11/4/93

162

**PEABODY & BROWN**

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE

BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"  
TELEX NUMBER 951019

September 11, 1985

FEDERAL EXPRESS

Thomas A. Hart, Jr., Esq.  
Baker & Hostetler  
818 Connecticut Avenue N.W.  
Washington, D.C. 20006

Dear Tom:

This will confirm that the following transfers of Partnership Interests in Astroline Communications Company Limited Partnership have been completed as of the dates indicated:

<u>Date</u>	<u>Transferor &amp; Capacity</u>	<u>Transferee &amp; Capacity</u>	<u>% Interest Transferred</u>
8/14/85	Astroline Company Limited Partner	Martha Rose Limited Partner	6%
8/16/85	Astroline Company Limited Partner	Thelma N. Gibbs Limited Partner	6%
9/6/85	WHCT Management, Inc. General Partner	Don O'Brien Limited Partner	1%
9/6/85	WHCT Management, Inc. General Partner	Terry Planell Limited Partner	1%
9/6/85	WHCT Management, Inc. General Partner	Danielle Webb Limited Partner	1%
9/10/85	WHCT Management, Inc. General Partner	Thomas A. Hart General Partner	1%

As you know, the transfers to Don O'Brien, Terry Planell and Danielle Webb are subject to certain buy-back rights of WHCT Management. Copies of the agreements setting forth those rights (to be filed next week as an amendment to the Ownership Report) will be sent to you shortly. I have provided Jack Whitley with the addresses of each transferee.



Thomas A. Hart, Jr., Esq.  
September 11, 1985  
Page Two

I am enclosing for your reference a chart showing the ownership of the Partnership following the transfers referred to above.

I understand that you will file an Ownership Report with the FCC regarding the above transfers in accordance with applicable requirements by Friday, September 13 at the latest.

Please call if you have any questions.

Yours truly,

*CSB/aa*

Carter S. Bacon, Jr.

CSB/aa  
Enclosures

cc: Richard P. Ramirez  
Jack W. Whitley  
Herbert A. Sostek  
Fred J. Boling, Jr.  
William C. Lance

00000

RECEIVED  
MAY 20 '87

Minority Ownership Report

In order to determine the effects of its minority and female ownership policies, the Federal Communications Commission needs information on the sex and race or ethnic background of broadcast station owners. Please answer the following questions and return this form by April 30, 1987 to Federal Communications Commission, Room 822, 1919 M Street N.W., Washington, D.C. 20554, Attention: Minority Ownership Study.

Station Call Letters

Community of License

Class of Service

WHCT-TV

Hartford, CT

AM     FM     TV  
 Commercial  
 Non-commercial

A. Do women or members of racial or ethnic minority groups hold ownership interests in this station? (If the answer is Yes, complete the rest of the form. If the answer is No, skip to question E.)

Yes     No

B. If members of racial or ethnic minority groups hold ownership interests in this station, give the percentage interest held by each group. See page 4 for definitions of minority groups.

MINORITY GROUP	PERCENTAGE INTEREST	
1. Black, not of Hispanic origin	_____	
2. Hispanic	<u>24%</u>	
3. American Indian or Alaskan Native	_____	
4. Asian or Pacific Islander	_____	
5. MINORITY TOTAL	<u>24%</u>	If this constitutes a controlling interest, check here. <input checked="" type="checkbox"/>

C. If women hold ownership interests in this station, give the percentage interest held by women.

3% If this constitutes a controlling interest, check here.

D. When this station was acquired by the current owners, were any of the 00000 following F.C.C. policies involved?

- |   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. Distress sale  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Preference for women or minority group members in comparative hearings | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. Tax certificate  | <input type="checkbox"/>            | <input type="checkbox"/> |

E. Do owners of this station hold management positions with the station?

Yes  No

F. For each owner who holds a management position with this station, give the title of the management position and the percentage share of ownership the person holds. Check the appropriate column for the number of hours worked per week. State the person's minority group membership, if any, and the person's sex. Check if the person has previous broadcast experience.

Job Title	Ownership	Hours per Week			Minority Group	Sex	Previous Broadcast Experience
		1-19	20-39	40+			
Richard Ramirez General Manager	21%			X	Hispanic (Cuban/ Puerto Rican)	M	10 years (RKO, Greater Media, Corinthian)
Terry Plannell Station Manager/ Program Director	3%			X	Hispanic	F	15 years (WOR New York, Madison Square Garden Sports Network)

G. Format (radio stations only). In Column I, check types of programming this station broadcasts for more than 20 hours per week. In Column II, check types of programming this station broadcasts, but for less than 20 hours per week. Check all that apply. N/A

	I.	II.		I.	II.	
	20 +	1-19		20 +	1-19	
	Hours	Hours		Hours	Hours	
1.	<input type="checkbox"/>	<input type="checkbox"/>	Adult Contemporary	12.	<input type="checkbox"/>	Golden Oldies
2.	<input type="checkbox"/>	<input type="checkbox"/>	Agriculture & Farm	13.	<input type="checkbox"/>	Jazz
3.	<input type="checkbox"/>	<input type="checkbox"/>	All News	14.	<input type="checkbox"/>	Middle of the Road
4.	<input type="checkbox"/>	<input type="checkbox"/>	American Indian	15.	<input type="checkbox"/>	Progressive
5.	<input type="checkbox"/>	<input type="checkbox"/>	Beautiful Music	16.	<input type="checkbox"/>	Religious
6.	<input type="checkbox"/>	<input type="checkbox"/>	Big Band	17.	<input type="checkbox"/>	Spanish
7.	<input type="checkbox"/>	<input type="checkbox"/>	Black	18.	<input type="checkbox"/>	Talk
8.	<input type="checkbox"/>	<input type="checkbox"/>	Classical	19.	<input type="checkbox"/>	Top 40
9.	<input type="checkbox"/>	<input type="checkbox"/>	Country & Western	20.	<input type="checkbox"/>	Urban Contemporary
10.	<input type="checkbox"/>	<input type="checkbox"/>	Educational	21.	<input type="checkbox"/>	Variety
11.	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Language (other than Spanish)	22.	<input type="checkbox"/>	Other

H. Is the programming of this station directed primarily to any of the following groups? If not, does the station provide any special programming directed specifically to members of these groups? Check the number of programming hours applicable.

GROUP	PRIMARY AUDIENCE		SPECIAL PROGRAMMING	
	I.	II.	I.	II.
	20 + Hours	1-19 Hours	20 + Hours	1-19 Hours
1. Blacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Hispanics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Asians or Pacific Islanders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. American Indians or Alaskan Natives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Combinations of Minority Groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Foreign Language Speakers (Non-Hispanic)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Women	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Children	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Senior Citizens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Definitions of Minority Groups

**Black, not of Hispanic Origin--**A person having origins in any of the black racial groups of Africa.

**Hispanic--**A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander--**A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

**American Indian or Alaskan Native--**A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

#### 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 examine the effects of FCC policies concerning minority and female ownership. Your response is required to retain a benefit.

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

**AFFIDAVIT OF RICHARD P. RAMIREZ**

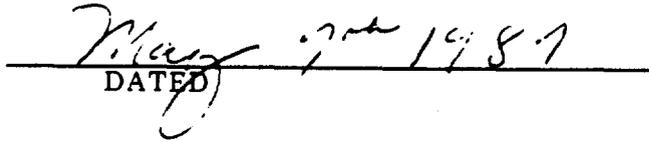
I, **Richard P. Ramirez**, Managing General Partner and General Manager of WHCT-TV18 Hartford, CT, do hereby swear and affirm that:

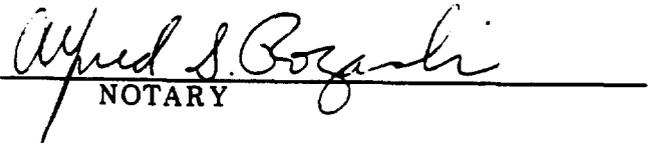
I did fill out the F.C.C. Minority Ownership Report (OMB, 3060-0379).

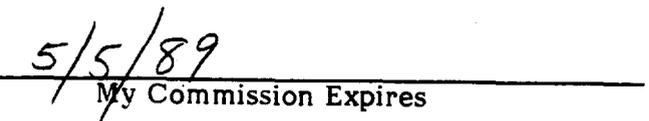
I have reviewed the information and it is accurate to the best of my knowledge.

I mailed the F.C.C. Minority Ownership Report on May 11th, 1987.

  
RICHARD P. RAMIREZ

  
DATED

  
NOTARY

  
My Commission Expires



## BAKER & HOSTETLER

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 821-0200  
TWX 810 481 8378

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1941

IN MARYLAND  
5000 SUNNYSIDE AVE. SUITE 301  
BELTSVILLE, MARYLAND 20705  
(301) 837-4111

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

WASHINGTON, D.C. 20036

(802) 861-1800

TELECOPIER: (802) 466-8387

TELEX 050-838-7876

IN DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 861-0800

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(308) 841-1111

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

WRITER'S DIRECT DIAL NO.:

(202) 861 - 1576

### MEMORANDUM

TO: All Baker & Hostetler Broadcast Clients

FROM: Jack W. Whitley

RE: Annual Ownership Reports Due by August 3, 1987

DATE: March 13, 1987

In 1984, the Commission amended Section 73.3615 of its Rules to require licensees of commercial broadcast stations to file annual ownership reports. Almost immediately, however, the Commission suspended the requirement until the form on which the report was to be made, FCC Form 323, could be redesigned. On March 11, 1987, the Commission announced that the new form was available. It also indicated that all commercial stations are required to file a new ownership report on the revised form by August 3, 1987.

From then on, except for companies that are sole proprietorships or partnerships composed entirely of natural persons, which are exempt from the requirement, the reports will be due annually on the anniversary of the filing date of a station's renewal application. Those stations which were required to file their renewal applications on February 1, will be the first required to make the annual filing, i.e., on February 1, 1988. All other stations will then subsequently file, depending on the month their renewal application was due. Group owners may select a single date on which they can submit a report for all their stations.

Attached is a copy of the Public Notice announcing the new forms and procedures. Also attached is a copy of the new form itself. Finally, included is a state-by-state list of when annual reports will be due for individual stations after the initial August 3, 1987 filing.



# PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION  
1919 M STREET N.W.  
WASHINGTON, D.C. 20554

2270

News media information 202/632-6050. Recorded listing of releases and texts 202/632-0002.

Released: March 11, 1988

## FILING OF REVISED BROADCAST OWNERSHIP REPORT: FCC FORM 323

FCC Form 323, which is used to collect information about the ownership of commercial broadcast station licensees and permittees, was revised as a result of the changes in the ownership or other interests that are considered attributable or cognizable under the Commission's multiple ownership rules. See Attribution of Ownership Interests, FCC 2d 997 (1984), reconsideration granted in part, 58 RR 2d 604 (1985), further modified on reconsideration, 61 RR 2d 739 (1986). The revised ownership report, which has been approved by the Office of Management and Budget (OMB), is now effective and available for use.

In accord with the policies and requirements adopted in Attribution of Ownership Interests, a commercial broadcast station licensee is required to submit an ownership report once each year. As set forth in Section 73.3615 of the Commission's rules, the date of submission is the anniversary of the filing of the station's license renewal application. Licensees of multiple broadcast stations with different renewal anniversary filing dates may elect a single date to submit information, but the reports may not be submitted more than one year apart. If no changes have occurred, the licensee may certify to that fact, instead of submitting a new report each year. In addition, where the licensee is a partnership composed entirely of natural persons, the annual reporting requirement does not apply. Similarly, sole proprietorships are exempt from the requirement to file annually.

The annual ownership reporting program was suspended during OMB's forms clearance review. In view of the appreciable length of time that has passed since commercial broadcast station licensees last filed a complete ownership report and in order to obtain current, accurate ownership information in the most expeditious manner possible, all licensees that are not exempt from the annual reporting program are directed to file initially a revised FCC Form 323 on or before August 3, 1987. Thereafter, commencing February 1, 1988, non-exempt licensees of commercial broadcast stations will annually update their initial reports in accordance with Section 73.3615(a) of the Commission's rules. The first group of licensees so reporting are those with commercial broadcast stations located in the States of Kansas, Oklahoma, Nebraska, New Jersey, New York, Arkansas, Louisiana and Mississippi.

Copies of the revised FCC Form 323 are being sent, concurrently with the issuance of this Public Notice, to all commercial broadcast station licensees. For subsequent filings, ownership report forms (FCC 323, December 1986 Edition) may be obtained from the Commission's Operations Support Division, Service & Supply Branch, Room B-10, 1919 M Street, N.W., Washington, D. C. 20554, Telephone Number (202) 632-7272.

For further information concerning the annual ownership report filing requirements, contact LeAudrey Alexander, Chief, Ownership Section, Mass Media Bureau at Telephone Number (202) 632-7258.

## INSTRUCTIONS

## Ownership Report, FCC Form 323

1. This report is to be filed by AM, FM, International or Television broadcast stations as indicated below (see §73.3615). If there has been no change since the last filing of this form, a letter may be filed in lieu of a new report, stating that the previously filed report has been examined and is currently accurate.
  - (a) By licensee once a year on the anniversary of the station's renewal application filing date. Where the licensee, however, is a partnership that is composed entirely of natural persons, the annual reporting requirement does not apply. Similarly, sole proprietorships are not required to file annually.
  - (b) By permittee or licensee within 30 days after the grant of an original construction permit or the consummation, pursuant to Commission consent, of a transfer of control or an assignment. A permittee is also required to update its initial report or to certify the continuing accuracy and completeness of that report when the permittee applies for a station license.
  - (c) File one copy with the Federal Communications Commission, Washington, D.C. 20554. If information submitted is equally applicable to each listed station, one annual report may be filed for all such stations; otherwise, a separate report shall be filed for each station on the appropriate filing date.
  - (d) The person certifying the accuracy of the information in this report must be the individual licensee or permittee, a general partner in the licensee or permittee partnership, or an appropriate officer in the licensee or permittee corporation or association. If this report is filed for a respondent and not for a licensee or permittee, the person certifying the accuracy of the information must be a general partner in the respondent partnership or an appropriate officer in the respondent corporation or association.
2. Any contract or modification of contract relating to the ownership, control, or management of the licensee or permittee or to its stock must be filed with the Commission, as required by Section 73.3613 of the Rules. Attention is directed to the fact that Section 73.3613 requires the filing of *all* contracts of the types specified and is not limited to executed contracts but includes options, pledges, and other executory agreements and contracts relating to ownership, control, or management.
3. If the licensee or permittee is directly or indirectly controlled by another entity or if another entity has an attributable interest in such licensee or permittee, a separate Form 323 should be submitted for such entity. For successive entities, interests are multiplied. See Instruction 6.
4. Limited partners in a limited partnership need not be reported **IF** the limited partners are not materially involved, directly or indirectly, in the management or operation of the media-related activities of the partnership **AND** the licensee, permittee or respondent so certifies. A statement assuring this non-involvement must be attached to this report. Sufficient insulation of a limited partner for purposes of this certification would be assured if the limited partnership agreement: (a) specifies that any exempt limited partner (*if not a natural person, its directors, officers, partners, etc.*) cannot act as an employee of the limited partnership if his or her functions, directly or indirectly, relate to the media enterprises of the company; (b) bars any exempt limited partner from serving, in any material capacity as an independent contractor or agent with respect to the partnership's media enterprises; (c) restricts any exempt limited partner from communicating with the licensee or the general partner on matters pertaining to the day-to-day operations of its business; (d) empowers the general partner to veto any admissions of additional general partners admitted by vote of the exempt limited partners; (e) prohibits any exempt limited partner from voting on the removal of a general partner or limits this right to situations where the general partner is subject to bankruptcy proceedings, as described in Sections 402 (4)-(5) of the Revised Uniform Limited Partnership Act, is removed for cause, as determined by an independent party, or is adjudicated incompetent by a court of competent jurisdiction; (f) bars any exempt limited partner from performing any services to the limited partnership materially relating to its media activities with the exception of making loans to or acting as a surety for, the business; and (g) states, in express terms, that any exempt limited partner

is prohibited from becoming actively involved in the management or operation of the media businesses of the partnership. Notwithstanding conformance of the partnership agreement to these criteria, however, the requisite certification cannot be made if the licensee, permittee or respondent has actual knowledge of a material involvement of the limited partner in the management or operation of the media-related business of the partnership. In the event that the licensee, permittee or respondent cannot certify as to the noninvolvement of the limited partners, the limited partners will be considered to be holders of attributable interests regarding whom full information is required.

5. Under "Remarks," Paragraph 7, Page 2, give full information as to any family relationship (*parent-child, husband-wife, brothers, sisters*), between one or more officers, directors, stockholders, or partners of the licensee or permittee and any other officer, director, stockholder, or partner. In situations in which a marital relationship is involved, the interests held by one spouse are presumptively attributed to the other and both spouses may, unless this presumption is rebutted by an appropriate showing, be considered to be holders of attributable interests regarding whom full information is required. In addition, a permittee or licensee seeking attribution exemption for eligible officers or directors should identify that individual by name and title, fully describe that person's duties and responsibilities, and explain why that individual should not be attributed an interest.
6. The following interests are attributable (*and the holder of the interest is cognizable*) and should be reported in response to Question 8:

If a corporation, all officers and directors and each owner of stock accounting for 5% or more of the outstanding votes in the corporation (investment companies, insurance companies or trust departments of banks need be listed only if the aggregated holding accounts for 10% or more of the outstanding votes, provided the licensee certifies that such entities exercise no influence or control over the corporation, directly or indirectly, and have no representatives among the officers and directors of the corporation).

If a single entity holds more than 50% of the voting stock, and a simple majority is all that is required to control corporate affairs, no other stockholder need be reported.

If any stockholder agreement exists pertaining to cooperative voting accounting for 5% or more of the votes (*listed in response to Question 7*), list the block of stock as if held by a single entity, and also list (*immediately following*) any stockholder holding 5% or more of the stock in that block.

If a partnership, list all partners. (If a limited partnership and Question 5 is answered "Yes," list only general partners and only those limited partners that hold interests considered attributable under Instruction 4, explaining that involvement.)

If the entity for which this report is filed is not the subject licensee, but a minority, non-controlling stockholder or a partner in the licensee, list only those stockholders whose interest, when multiplied by the reporting entity's interest, would account for 5% or more of the votes of the subject licensee; list all partners. Any entity holding 50% or more of its subsidiary will be considered as a 100% owner for reporting purposes. E.g., if this report is filed for corporation X which owns stock accounting for 25% of the subject licensee votes, then only those stockholders of X which hold stock accounting for 20% or more need be listed ( $25 \times 20 = 05$ ). Also, such an entity need report the directors, "executive" officer (*president, vice-president, secretary, treasurer or their equivalents*), and any other officers with a relationship or responsibility to the licensee including a responsibility in determining how the entity's stock in the licensee is voted. Also, for such an entity, Questions 6 and 7 need not be answered. See Instruction 5 above with respect to the attribution exemption showing necessary for officers and directors with duties unrelated to the licensee.

If stock is held in trust, if the trustee has the sole power to vote the stock and sole or shared power to dispose of the assets of the trust, and if the trustee is an independent person with no familial or business

relationship with the beneficiary or grantor, then only the trustee shall be reported as "owner" of the stock. If the grantor or beneficiary shares the power to vote, has the sole power to dispose of the stock, or has the power to replace the trustee at will, that party shall also be listed as an "owner" of the stock.

7. THIS FORM IS NOT TO BE USED TO REPORT OR REQUEST A TRANSFER OF CONTROL OR ASSIGNMENT OF LICENSE OR CONSTRUCTION PERMIT (except to report a transfer of control or assignment of license made pursuant to prior Commission consent). The appropriate forms for use in connection with such transfers or assignments are FCC Forms 314, 315 and 316. It is the responsibility of the licensee or permittee to determine whether a given transaction constitutes a transfer of control or an assignment. However, for purposes of example only, and for the convenience of interested persons, there are listed below some of the more common types of transfers.

A transfer of control takes place when:

- (a) An individual stockholder gains or loses affirmative or negative (50%) control. (Affirmative control consists of control of more than 50% of voting stock; negative control consists of control of exactly 50% of voting stock.)
- (b) Any family group or any individual in a family group gains or loses affirmative or negative (50%) control. (See also Instruction 6.)
- (c) Any group in privity gains or loses affirmative or negative (50%) control.

The following are examples of transfers of control or assignments of licenses requiring prior Commission consent:

- (a) A, who owns 51% of the licensee's or permittee's stock, sells 1% or more thereof. A transfer has been effected.
  - (b) X corporation, wholly owned by Y family, retires outstanding stock which results in family member A's individual holdings being increased to 50% or more. A transfer has been effected.
  - (c) A and B, husband and wife, each owns 50% of the licensee's or permittee's stock. A sells any of his stock to B. A transfer has been effected.
  - (d) A is a partner in the licensee. A sells any part of his interest to newcomer B or existing partner C. An assignment has been effected.
  - (e) X partnership incorporates. An assignment has been effected.
  - (f) Minority stockholders form a voting trust to vote their 50% or more combined stockholdings. A transfer has been effected.
  - (g) A, B, C, D and E each own 20% of the stock of X corporation. A, B and C sell their stock to F, G and H at different times. A transfer is effected at such time as 50% or more of the stock passes out of the hands of the stockholders who held stock at the time of original authorization for the licensee or permittee corporation was issued.
8. For further information regarding the above, see Report and Order in *M* Docket No. 83-46, 49 Fed. Reg. 19482 (May 8, 1984), 97 FCC 2d 99, reconsideration granted in part, 50 Fed. Reg. 27438 (July 3, 1985), 58 FCC 2d 804, further modified on reconsideration, 52 Fed. Reg. 1630 (Jan. 1, 1987), 61 RR 2d 739 (1986). See also Sections 73.3540 and 73.3541 of the Commission's Rules.

Approved by OMB  
3080-0010  
Expires 04/30/88



CERTIFICATION

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

**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 \_\_\_\_\_  
(Official title, see Instruction 1)

of \_\_\_\_\_  
(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):

\_\_\_\_\_, 19\_\_\_\_  
(Signature) (Date)

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

\_\_\_\_\_, 19\_\_\_\_

(Date must comply with Section 73.3515(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

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:

Call Letters	Location	Class of service
		/

Telephone No. of respondent (include area code):

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

Name and Post Office Address of respondent:

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

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):

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.

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

Yes  No

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

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			Unissued
		Authorized	Issued and Outstanding	Treasury	

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

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.)

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>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.</li> <li>2. Citizenship.</li> <li>3. Office or directorship held.</li> <li>4. Number of shares or nature of partnership interest.</li> <li>5. Number of votes.</li> </ul> | <ul style="list-style-type: none"> <li>6. Percentage of votes.</li> <li>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.</li> <li>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 interest and the position held.</li> </ul> |
|---|--|

1	(a)	(b)	(c)
2			
3			
4			
5			
6			
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 examinees 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. 552a(e)(3)  
AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

**Filing Deadlines for Annual Ownership Reports  
After August 3, 1987  
(Subsequent Filings Annually on Same Date)**

<u>STATES OR TERRITORIES</u>	<u>FILING DEADLINE</u>	<u>STATES OR TERRITORIES</u>	<u>FILING DEADLINE</u>
ALABAMA	Dec. 1, 1988	MONTANA	Dec. 1, 1988
ALASKA	Oct. 1, 1988	NEBRASKA	Feb. 1, 1988
ARIZONA	June 1, 1988	NEVADA	June 1, 1988
ARKANSAS	Feb. 1, 1988	NEW HAMPSHIRE	Dec. 1, 1988
CALIFORNIA	Aug. 1, 1988	NEW JERSEY	Feb. 1, 1988
COLORADO	Dec. 1, 1988	NEW MEXICO	June 1, 1988
CONNECTICUT	Dec. 1, 1988	NEW YORK	Feb. 1, 1988
DELAWARE	April 1, 1988	NORTH CAROLINA	Aug. 1, 1988
D.C.	June 1, 1988	NORTH DAKOTA	Dec. 1, 1988
FLORIDA	Oct. 1, 1988	OHIO	June 1, 1988
GEORGIA	Dec. 1, 1988	OKLAHOMA	Feb. 1, 1988
GUAM	Oct. 1, 1988	OREGON	Oct. 1, 1988
HAWAII	Oct. 1, 1988	PENNSYLVANIA	April 1, 1988
IDAHO	June 1, 1988	PUERTO RICO	Oct. 1, 1988
ILLINOIS	Aug. 1, 1988	RHODE ISLAND	Dec. 1, 1988
INDIANA	April 1, 1988	SAMOA	Oct. 1, 1988
IOWA	Oct. 1, 1988	SOUTH CAROLINA	Aug. 1, 1988
KANSAS	Feb. 1, 1988	SOUTH DAKOTA	Dec. 1, 1988
KENTUCKY	April 1, 1988	TENNESSEE	April 1, 1988
LOUISIANA	Feb. 1, 1988	TEXAS	April 1, 1988
MAINE	Dec. 1, 1988	UTAH	June 1, 1988
MARYLAND	June 1, 1988	VERMONT	Dec. 1, 1988
MASSACHUSETTS	Dec. 1, 1988	VIRGINIA	June 1, 1988
MICHIGA	June 1, 1988	VIRGIN ISLANDS	Oct. 1, 1988
MINNESOTA	Dec. 1, 1988	WASHINGTON	Oct. 1, 1988
MISSISSIPPI	Feb. 1, 1988	WEST VIRGINIA	June 1, 1988
MISSOURI	Oct. 1, 1988	WISCONSIN	Aug. 1, 1988
		WYOMING	June 1, 1988



**PEABODY & BROWN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
ONE BOSTON PLACE  
BOSTON, MASSACHUSETTS 02108  
(617) 723-8700

CABLE ADDRESS "PEABODYB"  
TELEX NUMBER 951019

September 2, 1986

Richard P. Ramirez,  
General Manager  
Astroline Communications  
Company Limited Partnership  
18 Garden Street  
Hartford, CT 06105

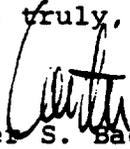
Dear Rich:

Enclosed for your records are two photocopies of the  
December 31, 1985, Restated Partnership Agreement.

I believe one of the copies should be placed in your public  
record file.

Please call if you have any questions.

Yours truly,

  
Carter S. Bacon, Jr.

CSB/aa  
Enclosure

SEP 5 1986

**PEABODY & BROWN**  
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 ONE BOSTON PLACE  
 BOSTON, MASSACHUSETTS 02108  
 (617) 723-8700

CABLE ADDRESS "PEABODYB"  
 TELEX NUMBER 951019

CARTER S. BACON, JR., P.C.

July 28, 1987

FEDERAL EXPRESS

Dale Harburg  
 c/o Thomas A. Hart, Jr.  
 Baker & Hostetler  
 1050 Connecticut Avenue, N.W.  
 Washington, D.C. 20036

Dear Dale:

As we discussed, I am enclosing the following items:

1. Astroline Communications Company Limited Partnership Amended and Restated Limited Partnership Agreement and First Amendment.
2. Astroline Company Limited Partnership Agreement and First Amendment to Limited Partnership Agreement.
3. Amendment to Articles of Organization of WHCT Management, Inc.

Please call if you require any further information.

Yours truly,

*Carter S. Bacon, Jr. /29*  
 Carter S. Bacon, Jr.

CSB/aa  
 Enclosures

+ Copy Hart's Note  
 7-28-87

RC 010711

7-28-87

PB 00060