

**INDEX TO DIRECT CASE EXHIBITS OF
SHURBERG BROADCASTING OF HARTFORD**

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
Volume I		
1	ACCLP Organization Documents (undated)	Stipulation (<i>see</i> Bank. Exh. 165 and 157)
2	Astroline Communications Company Limited Partnership Agreement ("ACCLP") and Certificate (May 29, 1984)	Thomas A. Hart, Jr. ("Hart")
3	Assignment and Assumption Agreement between Astroline Company and Thelma N. Gibbs (August 16, 1985)	Richard P. Ramirez ("Ramirez")
4	Assignment, Assumption, Repurchase and Security Agreement between WHCT Management, Inc. and Terry Planell (September 6, 1985)	Ramirez
5	Assignment and Assumption Agreement between WHCT Management, Inc. and Hart (September 10, 1985)	Ramirez, Hart
6	Consent and Confirmation of General and Limited Partners of ACCLP (September 10, 1985)	Stipulation (<i>see</i> Bank. Exh. 51)
7	First Certificate of Amendment of ACCLP Agreement and Certificate of Limited Partnership (executed as of September 10, 1985)	Hart
8	Letter from Carter S. Bacon, Jr. ("Bacon") to Ramirez, (December 30, 1985)	Bacon, Ramirez
9	ACCLP Amended and Restated Limited Partnership Agreement and Certificate (December 31, 1985) and First Amendment thereto (November 21, 1988)	Stipulation (<i>see</i> Bank. Exh. 9)
10	Letter from Danielle Webb to WHCT Management, Inc. (March 13, 1986) (includes Power of Attorney and Affidavit of Alfred Rozanski ("Rozanski"))	Ramirez
11	Assignment, Repurchase and Security Agreement between WHCT Management, Inc. and Terry Planell (December 26, 1986)	Ramirez
12	Assignment and Assumption Agreement between Astroline Company and Astroline Company, Inc. (November 2, 1988)	Stipulation (<i>see</i> Bank. Exh. 52)
13	Assignment Agreement between Terry Planell and WHCT Management, Inc. (November 21, 1988)	Ramirez

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
Volume II		
14	Letter from Hart to Judge Frysiak (May 29, 1984), including Agreement between Faith Center, Inc. and ACCLP (May 29, 1984)	Stipulation (<i>see</i> Bank. Exh. 6)
15	Letter from Hart to William J. Tricarico, Secretary ("Tricarico") (June 28, 1984), including Motion for Continuance, Motion for Expedited Processing, Petition for Special Relief and Transfer Assignment Application (FCC Form 314)	Hart
16	Letter from Hart to Tricarico (February 22, 1984), including Ownership Report (FCC Form 323)	Hart
17	Letter from Hart to Tricarico (May 16, 1985), including Ownership Report (FCC Form 323)	Hart
18	Brief of Intervenor ACCLP in <i>Shurberg Broadcasting of Hartford, Inc. v. FCC</i> , No. 84-1600 (May 30, 1985)	Hart
19	Letter from Jack Whitley ("Whitley") to Tricarico (September 13, 1985), including Ownership Report (September 12, 1985)	Stipulation (<i>see</i> Bank. Exh. 66)
20	Letter from Hart to Tricarico (October 31, 1985), including Ownership Report (October 31, 1985)	Hart
21	Letter from Hart to Tricarico (August 3, 1987)	Stipulation (<i>see</i> Bank. Exh. 281)
22	Joint Response to Discovery Requests of Shurberg Broadcasting of Hartford	
23	Letter from Linda R. Bocchi ("Bocchi") to Donna R. Searcy, Secretary ("Searcy") (November 22, 1988), including <i>Pro Forma</i> Assignment Application (FCC Form 316) (November 21, 1988)	Stipulation (<i>see</i> Bank. Exh. 135)
24	Letter from Bocchi to Searcy (December 19, 1988), including <i>Pro Forma</i> Assignment Application (December 16, 1988)	Bocchi
Volume III		
25	ACCLP 1984 Form 1065 U.S. Partnership Return of Income	Stipulation (<i>see</i> Bank. Exh. 10)

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
26	Client's Copy of Tax Returns, including ACCLP 1985 Form 1065 U.S. Partnership Return of Income	Stipulation (<i>see</i> Bank. Exh. 11)
27	ACCLP 1986 Form 1065 U.S. Partnership Return of Income	Stipulation (<i>see</i> Bank. Exh. 12)
28	ACCLP 1987 Form 1065 U.S. Partnership Return of Income	Stipulation (<i>see</i> Bank. Exh. 13)
29	Brief of Martin W. Hoffman, Trustee (March 10, 1995) in <i>In re ACCLP</i> , Civil Action No. 3:95CV114	Stipulation
30	Plaintiff's Proposed Findings of Fact and Conclusions of Law (July 14, 1995), filed in <i>In re ACCLP</i> , Hoffman v. Ramirez, Case No. 2-88-01124, Adv. Proc. No. 93-2220	Stipulation
31	Brief of the Appellant, Martin W. Hoffman, Trustee (November 8, 1996) in <i>In re ACCLP</i> , Hoffman v. WHCT Management, Inc., No. 96-5112	Stipulation
Volume IV		
32	Letter from Hart to Herbert A. Sostek ("Sostek") (April 27, 1984) with enclosures	Stipulation (<i>see</i> Bank. Exh. 1)
33	Letter from Hart to Edward L. Masry (May 14, 1984)	Stipulation (<i>see</i> Bank. Exh. 2)
34	Declaration of Hart (August 16, 1984)	Hart
35	Letter from Ann M. Siczewicz to William C. Lance ("Lance") <i>et al.</i> (September 30, 1985), and enclosure	Hart
36	Letter from Bacon to Ramirez (February 1, 1985), including hand-written note from Ramirez in reply	Stipulation (<i>see</i> Bank. Exh. 59)
37	Letter from Bacon to Ramirez (February 25, 1985)	Bacon, Ramirez
38	Interoffice Communication from Kent W. Davenport ("Davenport") "for the Files" (May 6, 1985)	Stipulation (<i>see</i> Bank. Exh. 41)
39	Memorandum from Lance to Distribution (May 21, 1985)	Stipulation (<i>see</i> Bank. Exh. 54)
40	Letter from Davenport to Fred J. Boling, Jr. ("Boling") (May 24, 1985), including enclosure	Stipulation (<i>see</i> Bank. Exh. 61)
41	Letter from Bacon to Boling (December 22, 1986)	Bacon
42	Letter from Bacon to Ramirez (December 22, 1985)	Bacon, Ramirez

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
43	Letter from Bacon to Ramirez (December 30, 1985), including enclosure	Bacon, Ramirez
44	Telex Letter from Boling to Mary Morton (December 31, 1985)	Stipulation (<i>see</i> Bank. Exh. 74)
45	Telex Letter from Boling to Mary Morton (December 31, 1985), including hand-written notations and signature	Bacon, Ramirez
46	Memorandum from Lance to Ramirez and Hart (January 31, 1986)	Stipulation (<i>see</i> Bank. Exh. 277)
47	Letter from Bacon to Hart (February 26, 1986)	Hart
48	Letter from Bacon to Ramirez (February 26, 1986)	Hart
49	Stock Power (February 27, 1986)	
50	Letter from Hart to Ramirez (March 3, 1986)	Stipulation (<i>see</i> Bank. Exh. 79)
51	Letter from Ramirez to Bacon (March 13, 1986)	Stipulation (<i>see</i> Bank. Exh. 80)
52	Letter from Bacon to Boling (March 14, 1986), with enclosures	Stipulation (<i>see</i> Bank. Exh. 81)
53	Letter from Bacon to Ramirez (September 2, 1986)	Stipulation (<i>see</i> Bank. Exh. 89)
54	Letter from Terry Planell to Bacon (February 9, 1987), including enclosures	Bacon
55	Letter from Bacon to Hart (April 3, 1987), including enclosure	Bacon, Hart
56	Letter from Hart to WHCT Management, Inc. (April 7, 1987), countersigned by Boling	Stipulation (<i>see</i> Bank. Exh. 115)
57	Letter from Bacon to Boling (April 14, 1987), including enclosures)	Bacon
58	Memorandum from Baker & Hostetler ("Baker") to ACCLP (November 10, 1988)	Stipulation (<i>see</i> Bank. Exh. 257)
59	Letter from Edward Hayes, Jr. ("Hayes") (unsigned) to Ramirez (November 14, 1988)	Stipulation (<i>see</i> Bank. Exh. 258)
60	Letter from Hayes to Ramirez (November 14, 1988) with hand-written notations	Bacon

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
61	Letter from Hayes (signed) to Ramirez (November 16, 1988)	Stipulation (<i>see</i> Bank. Exh. 259)
62	Memorandum from Bacon to ACCLP partners (November 22, 1988), including enclosure	Bacon
63	Letter from Bacon to Ramirez (December 9, 1988), including enclosures	Stipulation (<i>see</i> Bank. Exh. 299)
64	Letter from Bocchi to Thomas A. Gugliotti, Esq. ("Gugliotti") (July 5, 1989), including enclosures	Bocchi
65	Letter from Ramirez to Hayes and Bocchi (August 8, 1989)	Ramirez
66	Letter from Hart to Masry (June 12, 1984), including enclosures	Stipulation (<i>see</i> Bank. Exh. 7)
67	Memorandum from Bacon to Distribution (December 21, 1984), including enclosures	Hart
68	Letter from Bacon to Hart (April 9, 1985)	Hart
69	Letter from Hart to Ramirez (May 23, 1985), including enclosures	Hart
70	Letter from Hart to Lance and Mark Oland (May 24, 1985), including enclosures	Hart
71	Letter from Bacon to Hart (September 11, 1985), including enclosure	Stipulation (<i>see</i> Bank. Exh. 276)
72	Letter from Bacon to Hart (October 2, 1985)	Hart
73	Letter from Hart to Ramirez and Sostek (April 18, 1986), including enclosure	Hart
Volume V		
74	Memorandum from Whitley to All Baker Broadcast Clients (March 13, 1987), including enclosures	Hart, Alpert
75	Letter from Ramirez to Hart (May 5, 1987), including hand-written notation	Hart, Dale R. Harburg ("Harburg")
76	Letter from Hart to Boling (July 7, 1987), including enclosure	Hart

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
77	Letter from Hart to Ramirez (July 7, 1987), including enclosure	Hart
78	Letter from Hart to Lance (July 7, 1987), including enclosure	Hart
79	Letter from Hart to Sostek (July 7, 1987), including enclosure	Hart
80	Letter from Hart to William D. Kerchick, Esquire (July 7, 1987), including enclosure	Hart
81	Memorandum from Baker to Broadcast Clients (July 7, 1987)	Harburg
82	FCC Ownership Report Form 323, executed by Ramirez (July 20, 1987), with hand-written notations	Harburg
83	Hand-written notes, including note to "Dale" (July 24, 1987)	Harburg, Dudley
84	FCC Ownership Report Form 323, unexecuted, with hand-written notations	Harburg
85	Letter from Bacon to Harburg ("c/o" Hart) (July 28, 1987)	Harburg, Hart
86	Letter from Harburg to Ramirez (July 29, 1987), including enclosure)	Harburg
87	Telecopier Cover Letter from Harburg to Bacon (July 31, 1987), with hand-written notation, and including enclosure)	Harburg, Hart
88	Telecopier Cover Letter from Harburg to Bacon (July 31, 1987), with hand-written notations, and including enclosure)	Harburg
89	Telecopies Cover Letter from Harburg to Bacon (July 31, 1987), with hand-written notations, and including enclosure)	Harburg, Bacon
90	Order in <i>Shurberg Broadcasting of Hartford, Inc. v. FCC</i> , No. 84-1600 (D.C. Cir. filed June 25, 1987)	Official Notice
91	FCC Ownership Report Form 323, executed by Ramirez (July 31, 1987)	Hart, Harburg
92	Letter from Bacon to Hart (August 31, 1988), including enclosure	Hart
93	Baker bill to ACCLP (July 27, 1987)	Hart

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
94	Baker bill to ACCLP (August 24, 1987)	Hart
95	Baker bill to ACCLP (September 24, 1987)	Hart
96	Letter from Hart to Ramirez (September 7, 1988)	Hart
97	Letter from Bocchi to Ramirez (September 8, 1988), including enclosure	Bocchi
98	Letter from Bocchi to Bacon (September 12, 1988), including enclosure (unexecuted ACCLP Ownership Report Form)	Bocchi
99	Letter from Rozanski to Bill Blair (December 4, 1985)	Stipulation (<i>see</i> Bank. Exh. 22)
100	Letter from Ramirez to Boling (February 3, 1986)	Stipulation (<i>see</i> Bank. Exh. 78)
101	Letter from George R. Neble to Ramirez (April 22, 1986)	Stipulation (<i>see</i> Bank. Exh. 84)
102	Letter from Richard J. Sullivan to Sandra L. Donnellan (May 13, 1986), including enclosure	Stipulation (<i>see</i> Bank. Exh. 85)
103	State Street Bank and Trust Company Authority for Deposit and Borrowing	Stipulation (<i>see</i> Bank. Exh. 217)
104	Letter from Ramirez to Boling (May 29, 1986), including enclosure	Stipulation (<i>see</i> Bank. Exh. 87)
105	Bank of Boston Commercial Deposit Account Resolutions and Authorities, executed by Ramirez (January 16, 1987)	Stipulation (<i>see</i> Bank. Exh. 50)
106	Interoffice Memo from Ramirez to Boling (June 29, 1988), including enclosures	Stipulation (<i>see</i> Bank. Exh. 35)
107	Letter from Barbara Coleran to Hart (February 4, 1987), with hand-written notation	Stipulation (<i>see</i> Bank. Exh. 105)
108	Letter from Ramirez to Boling (April 20, 1987)	Stipulation (<i>see</i> Bank. Exh. 116)
109	Letter from Ramirez to Sostek (April 20, 1987), including enclosure	Stipulation (<i>see</i> Bank. Exh. 117)
110	Letter from Ramirez to Boling (July 21, 1988), with hand-written notations and including enclosures	Stipulation (<i>see</i> Bank. Exh. 130)

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
111	Facsimile Transmission from Ramirez to Boling (August 10, 1988), including enclosure	Stipulation (<i>see</i> Bank. Exh. 132)
112	Letter from Ramirez to Sostek <i>et al.</i> (July 18, 1985), including enclosure	Stipulation (<i>see</i> Bank. Exh. 64)
113	Letter from Ramirez to Boling (September 30, 1985)	Stipulation (<i>see</i> Bank. Exh. 67)
114	Letter from Ramirez to Sostek (November 4, 1985)	Stipulation (<i>see</i> Bank. Exh. 71)
115	Letter from Ramirez to Boling (December 5, 1985), including enclosure	Stipulation (<i>see</i> Bank. Exh. 72)
116	Memorandum from Ramirez to Sostek (January 29, 1986)	Stipulation (<i>see</i> Bank. Exh. 76)
117	Letter from Sostek to Hart (February 15, 1986)	Hart
118	Letter from Hart to Sostek (February 19, 1986)	Hart
119	Letter from Ramirez to Sostek (April 8, 1986)	Stipulation (<i>see</i> Bank. Exh. 82)
120	Letter from Ramirez to Boling (April 8, 1986), including enclosure	Stipulation (<i>see</i> Bank. Exh. 83)
121	Letter (hand-written) from Ramirez to Boling (June 9, 1986)	Stipulation (<i>see</i> Bank. Exh. 195)
122	Letter from Ramirez to John G. Curry (September 11, 1986)	Stipulation (<i>see</i> Bank. Exh. 196)
123	Letter from Ramirez to Boling (October 7, 1986)	Stipulation (<i>see</i> Bank. Exh. 92)
124	Letter from Ramirez to Kirk Dodd (February 26, 1987)	Stipulation (<i>see</i> Bank. Exh. 107)
125	Letter from Ramirez to Murray Oken (February 26, 1987)	Stipulation (<i>see</i> Bank. Exh. 108)
126	Letter from Ramirez to Howard Baldwin (February 26, 1987)	Stipulation (<i>see</i> Bank. Exh. 109)
127	Letter from Ramirez to Boling (March 5, 1987)	Stipulation (<i>see</i> Bank. Exh. 112)

EXHIBIT NUMBER	DESCRIPTION	SPONSORING WITNESS
128	Letter from Ramirez to Sostek (March 5, 1987), including enclosure	Stipulation (<i>see</i> Bank. Exh. 113)
129	Letter from Ramirez to Sara J. Rutenberg (March 11, 1987)	Stipulation (<i>see</i> Bank. Exh. 114)
130	Letter from Ramirez to Sostek (June 8, 1987)	Stipulation (<i>see</i> Bank. Exh. 120)
131	Letter from Ramirez to Boling (June 8, 1987)	Stipulation (<i>see</i> Bank. Exh. 121)
132	Letter from Ramirez to D.B. Haseotes	Stipulation (<i>see</i> Bank. Exh. 123)
133	Letter from Ramirez to Boling and Sostek (November 4, 1987)	Ramirez
134	Letter from Hart to Boling (August 8, 1988), including enclosure	Hart
135	Memorandum from David Dudley to Hart (August 2, 1988)	Hart, Dudley
136	Letter from Ramirez to Sostek and Boling (August 11, 1988)	Stipulation (<i>see</i> Bank. Exh. 133)
137	Letter from Susan D. Harrison and Elisabeth J. Swanson to Hart (November 16, 1984)	Stipulation (<i>see</i> Bank. Exh. 57)
138	Letter from William MacD. Lincoln to Ramirez (March 18, 1986)	Stipulation (<i>see</i> Bank. Exh. 223)

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Organization Documents

<u>Date</u>	<u>Description</u>	<u>Document No.</u>
5/29/84	Limited Partnership Agreement and Certificate and accompanying consent to use of name (filed with Mass. Secretary of State May 29, 1984).	1
1/22/85	Application for Registration in Connecticut as a foreign limited partnership.	2
8/14/85	Assignment and Assumption Agreement between Astroline Company and Martha Rose and Robert Rose.	3
8/16/85	Assignment and Assumption Agreement between Astroline Company and Thelma N. Gibbs.	4
9/6/85	Assignment, Assumption, Repurchase and Security Agreement between WHCT Management, Inc., and Danielle A. Webb and related Promissory Note in the principal amount of \$70,000.	5
9/6/85	Assignment, Assumption, Repurchase and Security Agreement between WHCT Management, Inc., and Terry Planell and related Promissory Note in the principal amount of \$70,000.	6
9/6/85	Assignment, Assumption, Repurchase and Security Agreement between WHCT Management, Inc., and Don O'Brien and related Promissory Note in the principal amount of \$70,000.	7
9/10/85	Assignment and Assumption Agreement between WHCT Management, Inc., and Thomas A. Hart, Jr.	8
9/10/85	First Certificate of Amendment to Astroline Communications Company Limited Partnership Agreement and Certificate of Limited Partnership (filed with Mass. Secretary of State November 20, 1985).	9

12/30/85	Letter from Don O'Brien to WHCT Management, Inc., and related power of attorney.	10	
12/31/85	Amended and Restated Limited Partnership Agreement and Certificate (filed with Mass. Secretary of State June 18, 1986).	11	✓
3/13/86	Letter from Danielle Webb to WHCT Management, Inc. and related power of attorney and affidavit.	12	
12/26/86	Assignment, Repurchase and Security Agreement between WHCT Management, Inc., and Terry Planell and related promissory note in the principal amount of \$140,000.	13	
4/7/87	Letter agreement between Thomas A. Hart, Jr., and WHCT Management, Inc.	14	
11/2/88	Assignment and Assumption Agreement between Astroline Company and Astroline Company, Inc.	15	
11/21/88	Assignment Agreement between WHCT Management, Inc., and Terry Planell.	16	
11/21/88	First Amendment to Amended and Restated Limited Partnership Agreement and Certificate (filed with Mass. Secretary of State December 7, 1988).	17	✓

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	21%	21%	21%	21%	21%	21%	21%
WHCT Management, Inc.	9%	5%	6%	7%	5%	6%	9%
Thomas A. Hart, Jr.		1%	1%	1%	1%		

LIMITED PARTNERS

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

*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 20% equity interest in Astroline Company and, until 11/18/88, each had a 20% interest in WHCT Management, Inc. In addition, each of the Astroline Partners holds a 20% 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



RECEIVED

MAY 29 1984

SECRETARY OF STATE
CORPORATION DIVISION

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

This LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE, made as of May 29, 1984, by and among RICHARD P. RAMIREZ and WHCT MANAGEMENT, INC., a Massachusetts corporation, as General Partners and ASTROLINE COMPANY, a Massachusetts Limited Partnership, as Limited Partner,

WITNESSETH THAT:

WHEREAS, the parties desire to organize and operate a limited partnership business under the laws of the Commonwealth of Massachusetts, upon the terms and conditions recited herein;

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I

Defined Terms

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

"Affiliated Person" means any (i) General Partner, (ii) Limited Partner, (iii) the spouse or any lineal descendant of any original Partner, (iv) legal representative of any Person referred to in the preceding clauses (i) through (iii), (v) trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) through (iii), (vi) 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) officer, director, employee or stockholder of a corporation referred to in the preceding clause (vi).

"Agreement" means this 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 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. 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.

"Certificate" means the certificate of limited partnership establishing the Partnership as a limited partnership, to be filed with the Secretary of State of the State contemporaneously with the execution hereof, as said certificate shall have been amended and/or restated from time to time.

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

"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.

"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.

"Partner" means any General Partner or Limited Partner.

"Partnership" means Saugus One Associates 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 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.

ARTICLE II

Formation; Name and Purpose

Section 2.1 Formation

The parties hereto form a limited partnership pursuant to the provisions of the Uniform Act.

Section 2.2 Name and Office; Resident Agent

The Partnership shall be conducted under the name and style of ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP. The principal office of the Partnership shall be at 855 Broadway, Saugus, Massachusetts 01906. The General Partners may at any time change the location of such principal 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 his 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 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 initial capital of the Partnership shall be the aggregate Capital Contributions of the Partners as set forth in the Schedule. The original capital account of each Partner shall be the amount of his Capital Contribution.

Section 3.4 Interest on Capital

No interest shall be paid on any Capital Contribution.

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. 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 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, 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. 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 are more than two General Partners, prior to taking any action with respect to the sale, transfer, assignment, mortgage, pledge or encumbrance of any significant asset of 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 Partner is and will be engaged in other interests and occupations unrelated to the Partnership and that the Limited Partner may, directly or indirectly, have financial interest 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 the General Partners to terminate the Partnership.

ARTICLE VI

Interest of a Retired General Partner; Successor General Partners

Section 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 Partner, and 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 all Partners.

Section 6.2 Obligation to Continue

Upon the Retirement of a General Partner, the remaining General Partner, if any, or, if none, the Retired General Partner or the heirs, successors or assigns of the Retired General Partner, shall immediately send notice of such Retirement (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 Partners as provided in the sentence next following. The General Partners shall have the right to, and hereby covenant and agree to, unless an event described in paragraph B of Article V shall have occurred, 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 each individual general partner of any limited partnership 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:

(1) 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).

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 of the General Partners to 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 each individual general partner of any limited partnership 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).

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; 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 VIII

Profits and Losses; Distributions; Capital Accounts

Section 8.1 Profits and Losses; Distributions

A. All profits, losses, tax credits and distributions (including distributions upon dissolution of the Partnership) shall be shared by each Partner in accordance with his Percentage Interest.

B. Distributions of available funds of the Partnership prior to dissolution shall be made at such times and to such extent as the General Partners shall in their exclusive discretion determine. The General Partners shall have the right to reinvest, or hold in reserve and not distribute, such amounts of profits or other funds of the Partnership as they deem advisable or necessary to carry out the purposes of the Partnership. By way of expansion and not in limitation of the sentence immediately preceding, the General Partners shall be authorized, but not required, to discharge all indebtedness of the Partnership (regardless of whether such indebtedness is then required to be paid) prior to making any distributions to the Partners. If, upon dissolution, any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of

the fair market value thereof. The fair market value of such assets shall be determined by an independent firm knowledgeable in such matters to be selected by the General Partners.

Section 8.2 Miscellaneous

A. All profits and losses shared by the Partners shall be credited or charged, as the case may be, to their capital accounts.

B. All distributions to the Partners shall be charged to their capital accounts.

C. All profits and losses shall be determined in accordance with the accounting methods followed by the Partnership for Federal income tax purposes.

ARTICLE IX

Books 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.

each Limited Partner hereunder (including a Substituted or additional Limited Partner) hereby irrevocably constitutes each General Partner who is an individual, and each general partner of any limited partnership 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 including, but not limited to, (i) the Certificate and amendments thereto as required by the Uniform Act, (ii) such consents as may be required for purposes of Sections 9(b) (in the case of a sale of all the assets of the Partnership) and 9(e) of the Uniform Act and (iii) necessary business certificates.

The appointment by all Limited Partners of each General Partner (or the general partner of any limited partnership 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 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

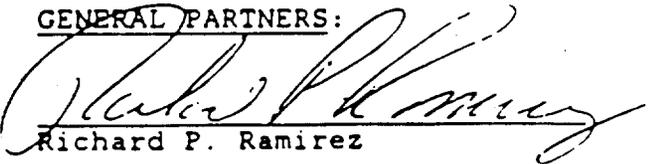
Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.8 Amendments

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

WITNESS the execution hereof under seal as of the date first above written.

GENERAL PARTNERS:

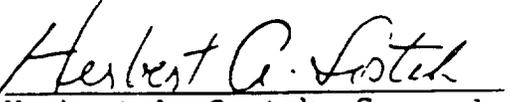

Richard P. Ramirez

WHCT MANAGEMENT, INC.

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

LIMITED PARTNER:

ASTROLINE COMPANY

By: 
Herbert A. Sostek, General
Partner

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Richard P. Ramirez 39 Chestnut Street Boston, MA 02108	\$200	21%
WHCT Management, Inc. 855R Broadway Saugus, MA 01906	\$100	9%
<u>Limited Partner</u>		
Astroline Company 855R Broadway Saugus, MA 01906	\$700	70%

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of August 16, 1985, by and between the undersigned ASTROLINE COMPANY (the "Assignor"), a Massachusetts limited partnership, and THELMA N. GIBBS (the "Assignee"),

WITNESSETH THAT:

WHEREAS, the Assignor is a Limited Partner of Astroline Communications Company Limited Partnership, a Massachusetts limited partnership (the "Partnership");

WHEREAS, the Assignor desires to transfer on this date a Six Percent (6%) limited partnership interest in the Partnership to the Assignee; and

WHEREAS, the terms of the Partnership are governed by the Astroline Communications Company Limited Partnership Agreement and Certificate of Limited Partnership dated as of May 29, 1984 (the "Partnership Agreement");

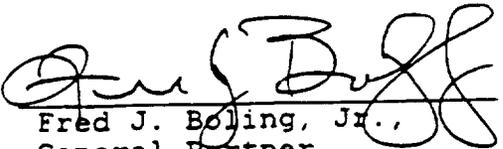
NOW, THEREFORE, the Assignor and the Assignees hereby agree as follows:

1. For consideration of Thirty Thousand Dollars (\$30,000) paid to the Assignor, the Assignor hereby assigns and transfers to the Assignee a Six Per Cent (6%) Limited Partnership Interest in the Partnership.
2. The Assignee hereby accepts the assignment of such Limited Partnership Interest in the Partnership and, as provided in Section 7.2.B of the Partnership Agreement, the Assignee hereby agrees to be bound, to the same extent as all other Limited Partners, by all the terms and provisions of the Partnership Agreement, including, without limitation, the provisions of Section 7.2.C. granting a power of attorney to the General Partners of the Partnership for the purpose of executing and filing amendments to the Certificate of Limited Partnership of the Partnership and the other purposes stated therein.
3. The capitalized terms used herein, to the extent not herein defined, shall have the meanings given in the Partnership Agreement.

4. The parties hereto hereby agree that this Assignment and Assumption Agreement shall be construed and enforced according to the laws of the Commonwealth of Massachusetts.

Executed under seal as of the date first set forth above.

ASTROLINE COMPANY

By: 
Fred J. Boling, Jr.,
General Partner


Thelma N. Gibbs

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

(a) Determination of Purchase Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

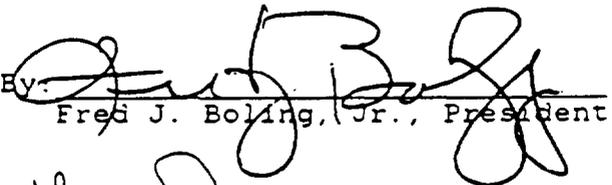
7. Arbitration. Any controversy arising from, or related to, this Agreement shall be determined by arbitration in the City of Hartford, Connecticut, in accordance with the Rules of the American Arbitration Association, such determination to be made by three arbitrators, one chosen by the Employee, the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

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

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

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

WHCT MANAGEMENT, INC.

By: 
Fred J. Boling, Jr., President


Terry Planell

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement, made as of September 10, 1985, by and between the undersigned, WHCT MANAGEMENT, INC. (the "Assignor"), a Massachusetts corporation, and THOMAS A. HART, JR. (the "Assignee"),

WITNESSETH THAT:

WHEREAS, the Assignor is a General Partner of Astroline Communications Company Limited Partnership, a Massachusetts limited partnership (the "Partnership");

WHEREAS, the Assignor desires to transfer on this date a One Percent (1%) general partnership interest in the Partnership to the Assignee; and

WHEREAS, the terms of the Partnership are governed by the Astroline Communications Company Limited Partnership Agreement and Certificate of Limited Partnership dated as of May 29, 1984 (the "Partnership Agreement");

NOW, THEREFORE, the Assignor and the Assignee hereby agree as follows:

1. For consideration of Five Thousand Dollars (\$5,000) paid to the Assignor, the Assignor hereby assigns and transfers to the Assignee a One Percent (1%) general partnership interest in the Partnership.
2. The Assignee hereby accepts the assignment of such general partnership interest in the Partnership and the Assignee hereby agrees to be bound by all the terms and provisions of the Partnership Agreement.
3. The parties hereto hereby agree that this Assignment and Assumption Agreement shall be construed and enforced according to the laws of the Commonwealth of Massachusetts.

Executed under seal as of the date first set forth above.

WHCT MANAGEMENT, INC.


Thomas A. Hart, Jr.

By 
Fred J. Boling, Jr., President

CONSENT AND CONFIRMATION

This CONSENT executed this 10th day of September, 1985, by all of the General and Limited partners of Astroline Communications Company Limited Partnership (the "Partnership"),

W I T N E S S E T H:

WHEREAS, the Partnership was organized pursuant to a Limited Partnership Agreement and Certificate of Limited Partnership (the "Partnership Agreement") dated May 29, 1984;

WHEREAS, pursuant to the terms of the Partnership Agreement, a change in the ownership of an interest in the Partnership is subject to the consent of the General Partners of the Partnership;

WHEREAS, the admission of a new Limited Partner to the Partnership is subject to the consent of the General Partners of the Partnership;

WHEREAS, the admission of a new General Partner to the Partnership is subject to the consent of all the General and Limited Partners of the Partnership; and

WHEREAS, there have been several recent transfers of interests in the Partnership and the undersigned desire to provide, to the extent appropriate, for their consent to such transfers and to the admission of the assignees of such Partnership interests as Limited or General Partners of the Partnership;

NOW, THEREFORE, to the extent required by law or by applicable provisions of the Partnership Agreement, the undersigned hereby consent to the following:

501

1. The assignment, on August 14, 1985, by Astroline Company to Martha Rose and Robert Rose as joint tenants of a six percent (6%) interest in the Partnership;

2. The assignment, on August 16, 1985, by Astroline Company to Thelma N. Gibbs of a six percent (6%) interest in the Partnership;

3. The assignment, on September 4, 1985, by WHCT Management, Inc., to Thomas A. Hart, Jr., of a one percent (1%) interest in the Partnership;

4. The assignment, on September 6, 1985, by WHCT Management, Inc., to each of Don O'Brien, Terry Planell and Danielle Webb of a one percent (1%) interest in the Partnership;

5. The admission of the aforesaid Thomas A. Hart, Jr., as a General Partner of the Partnership; and

6. The admission of the aforesaid Martha Rose and Robert Rose as joint tenants, Thelma N. Gibbs, Don O'Brien, Terry Planell, and Danielle Webb as Limited Partners of the Partnership;

The undersigned further confirm that the correct allocation of interests in the Partnership among the Limited and General Partners in the Partnership and the names of such Limited and General Partners are as set forth in Schedule A attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this consent and confirmation as of the date first written above.

LIMITED PARTNERS:

ASTROLINE COMPANY, Limited Partner

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

Martha Rose
Martha Rose, Limited Partner

Robert M. Rose
Robert Rose, Limited Partner

Thelma N. Gibbs
Thelma N. Gibbs, Limited Partner

Don O'Brien
Don O'Brien, Limited Partner

Terry Planell
Terry Planell, Limited Partner

Danielle Webb
Danielle Webb, Limited Partner

GENERAL PARTNERS:

Richard P. Ramirez
Richard P. Ramirez, General Partner

WHCT MANAGEMENT, INC.,
General Partner
By: Fred J. Boling, Jr.
President

Thomas A. Hart, Jr.
Thomas A. Hart, Jr., General Partner

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 210	21%
WHCT Management, Inc. 231 John Street Reading, MA 01867	\$ 50	5%
Thomas A. Hart, Jr. 1862 Ingleside Terrace, N.W. Washington, D.C. 20010	\$ 10	1%
 <u>Limited Partners</u>		
Astroline Company 231 John Street Reading, MA 01867	\$440,616	58%
Martha Rose and Robert Rose as Joint Tenants 18 Morgan Street Wenham, MA 01984	\$ 30,042	6%
Thelma N. Gibbs 227S South Ocean Blvd. Palm Beach, FL 33480	\$ 30,042	6%
Don O'Brien c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%
Terry Planell c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%
Danielle Webb c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%



FIRST CERTIFICATE OF AMENDMENT TO
ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED
JUL 20 1985
DEPARTMENT OF STATE
DIVISION

The undersigned, being all of the General and Limited Partners of Astroline Communications Company Limited Partnership, (the "Partnership"), desiring to amend the Astroline Communications Company Limited Partnership Agreement and Certificate of Limited Partnership dated May 29, 1984, and filed in the office of the Secretary of State of the Commonwealth of Massachusetts on said date (the "Agreement and Certificate"), do hereby amend the Agreement and Certificate to reflect: (1) the contribution by Astroline Company to the Partnership of additional capital in the amount of \$500,000; (2) the transfer by Astroline Company to Martha Rose and Robert Rose as joint tenants of a 6% Partnership Interest in the Partnership; (3) the transfer by Astroline Company to Thelma N. Gibbs of a 6% Partnership Interest in the Partnership; (4) the transfer by WHCT Management, Inc., to Thomas A. Hart, Jr., of a 1% Partnership Interest in the Partnership; (5) the transfer by WHCT Management, Inc., to each of Don O'Brien, Terry Planell and Danielle Webb of a 1% Partnership Interest in the Partnership; (6) the admission of the said Thomas A. Hart, Jr., to the Partnership as a General Partner; (7) the admission of the said Martha Rose and Robert Rose as joint tenants, Thelma N. Gibbs, Don O'Brien, Terry Planell and Daniell Webb to the Partnership as Limited Partners; (8) the re-allocation of the capital contributions made to to the Partnership to reflect the foregoing transfers; (9) changes in the addresses of the General and Limited Partners of the Partnership; and (10) a change in the location of the principal office of the Partnership.

The Agreement and Certificate is hereby amended by deleting the existing Schedule A thereto in its entirety and substituting in its place the new Schedule A attached hereto.

The Agreement and Certificate is hereby further amended so as to change the location of the principal office of the Partnership from 855R Broadway, Saugus, Massachusetts 01906 to 18 Garden Street, Hartford, Connecticut 06105.

In all other respects the Agreement and Certificate as in effect prior to the filing hereof is ratified and confirmed.

IN WITNESS WHEREOF, we have caused this Certificate of Amendment to be duly executed as an instrument under seal this 10th, day of September, 1985.

LIMITED PARTNERS:

ASTROLINE COMPANY, Limited Partner

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

Martha Rose
Martha Rose, Limited Partner

Robert Rose
Robert Rose, Limited Partner

Thelma N. Gibbs
Thelma N. Gibbs, Limited Partner

Don O'Brien
Don O'Brien, Limited Partner

Terry Planelli
Terry Planelli, Limited Partner

Danielle Webb
Danielle Webb, Limited Partner

GENERAL PARTNERS:

Richard P. Ramirez
Richard P. Ramirez, General Partner

WHCT MANAGEMENT, INC.,
General Partner

By: Fred J. Boling, Jr.
Fred J. Boling, Jr.,
President

Thomas A. Hart, Jr.
Thomas A. Hart, Jr., General Partner

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 210	21%
WHCT Management, Inc. 231 John Street Reading, MA 01867	\$ 50	5%
Thomas A. Hart, Jr. 1862 Ingleside Terrace, N.W. Washington, D.C. 20010	\$ 10	1%
 <u>Limited Partners</u>		
Astroline Company 231 John Street Reading, MA 01867	\$440,616	58%
Martha Rose and Robert Rose as Joint Tenants 18 Morgan Street Wenham, MA 01984	\$ 30,042	6%
Thelma N. Gibbs 227S South Ocean Blvd. Palm Beach, FL 33480	\$ 30,042	6%
Don O'Brien c/o Astroline Communcations Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%
Terry Planell c/o Astroline Communictions Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%
Danielle Webb c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	\$ 10	1%



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

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 931019

December 30, 1985

FEDERAL EXPRESS

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

Re: Transfers of Partnership Interests
in Astroline Communications Company

Dear Rich:

Enclosed are packets of documents relating to the transfer on September 6, 1985, by WHTC Management, Inc., of 1% Limited Partnership Interests in Astroline Communications Company, to Terry Planell and Danielle Webb. Included with each packet is a cover letter to be signed by you and by the employee, describing the enclosed documents and acknowledging their receipt by the employee. A duplicate of each packet is also enclosed for your records. A copy of the signed cover letter should be sent to me for the file.

With regard to Don O'Brien, I have spoken with Nicholas O'Kelly at Schatz & Schatz who said he would take care of obtaining Don O'Brien's signature on the documents necessary to return title in Don's partnership interest to WHTC Management, Inc., and I have sent the appropriate documents to him. A copy of my letter to Mr. O'Kelly is enclosed. Also enclosed for your records is your original copy of the September 6 Agreement with Don and photocopies of the related documents.

RC 004390

PB 003255

PEABODY & BROWN

Mr. Richard P. Ramirez
December 30, 1985
Page Two

By copy of this letter, I am transmitting original signed copies of each of the September 6 Agreements and photocopies of the related documents to Marguerite Lorent for retention by Schatz & Schatz.

Please call me if you have any questions.

Yours truly,

Carter S. Bacon, Jr. /cs

Carter S. Bacon, Jr.

CSB/aa
Enclosures

cc: Stanford W. Goldman, Jr.
Marguerite Lorent
Nicholas O'Kelly
William C. Lance

RC 004391

PB 003251

DON O'BRIEN
590 Huckleberry Hill Road
Avon, Connecticut 06001

December 30, 1985

WHCT Management, Inc.
231 John Street
Reading, Massachusetts 01867

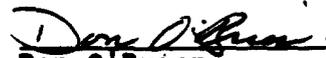
Gentlemen:

I hereby acknowledge the receipt of the original Promissory Note (the "Note") in the principal amount of \$70,000, dated September 6, 1985, issued by me to WHCT Management, Inc. ("WHCT Management") and in consideration of such delivery, I hereby sell, assign and transfer unto WHCT Management, my entire right, title and interest in and to the one percent limited partnership interest in Astroline Communications Company Limited Partnership (the "Partnership") purchased by me from WHCT Management pursuant to an Agreement dated September 6, 1985 (the "Agreement").

In connection with the foregoing, I hereby confirm my understanding as follows:

The Agreement is terminated, effective December 11, 1985, and I shall have no further obligations whatsoever to WHCT Management, and WHCT shall have no further obligations to me, under the Note or the Agreement, and I agree to release WHCT Management, and WHCT Management agrees to release me, from any and all claims or obligations arising out of or relating in any way to the Note, the Agreement or my ownership of an interest in the Partnership.

Yours truly,



Don O'Brien

Agreed To:

WHCT MANAGEMENT, INC.

By: _____
Fred J. Boling, Jr.,
President

RC 004192

PB 000145