SBH Exh. 9

SBH Exh. 9

See 165

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."

RC 010816

9

"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

RC 010817

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

RC 010818

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.

RC 010819

"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.

RC 010820

"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.

RC 010821

"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

RC 010822

WHCT Mgt. addum — GP

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.

RC 010823

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:

RC 010827

(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.

RC 010830

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 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

RC 010831

(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 convenant 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)

RC 010833

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 <u>Substituted Limited Partner</u>

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, exerciseable 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 "Puechaser") 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

RC 010838

(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;

RC 010840

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, Losses and Credits; Distributions; Capital Accounts

Section 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.

RC 010842

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.

RC 010845

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 <u>Distributions upon Dissolution</u>

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 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.

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.

RC 010848

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.

RC 010850

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

WHCT MANAGEMENT, INC.

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

Thomas A. Hart, Jr.

LIMITED PARTNERS:

ASTROLINE COMPANY

By: Herbert A. Sostek, General Partner

Martha Rose and Robert Rose, JTWROS

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.

RC 010853

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

General Partners	Initial Capital Contribution	Additional Capital Contribution	Future Capital Contribution	Percentage Interest
Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	$ 210	$ 0	$ 0	21%
WHCT Management, Inc. 231 John Street Reading, MA 01867	$ 60	$ 0	$ 0	6%
Thomas A. Hart, Jr. 1862 Ingleside Terrace, N.W. Washington, D.C. 20010	$ 10	$ 0	$ 0	1%
Limited Partners				
Astroline Company 231 John Street Reading, MA 01867	$440,616	$7,705,714	$165,714	58%
Martha Rose and Robert Rose as Joint Tenants 18 Morgan Street Wenham, MA 01984	$ 30,042	$ 797,143	$ 17,142	6%
Thelma N. Gibbs 2275 South Ocean Blvd. Palm Beach, FL 33480	$ 30,042	$ 797,143	$ 17,142	6%
Terry Planell c/o Astroline Communictions Company Limited Partnership 18 Garden Street Hartford, CT 06105	$ 10	$ 0	$ 0	1%
Danielle Webb c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	$ 10	$ 0	$ 0	1%

RC 010854

FILED

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
FIRST AMENDMENT TO AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE
ORIGINAL FORMATION DATE MAY 29, 1984

SECRETARY OF STATE
CORPORATION DIVISION

The undersigned, desiring to amend the Amended and Restated Limited Partnership Agreement and Certificate (the "Original Agreement") of Astroline Communications Company Limited Partnership (the "Partnership"), dated as of December 31, 1985, in order to (i) reflect the withdrawal of Danielle Webb as a Limited Partner and the transfer of her 1% interest in the Partnership to WHCT Management, Inc., on March 13, 1986, (ii) reflect the transfer by WHCT Management, Inc., to Terry Planell of an additional 2% limited partner interest in the Partnership on December 26, 1986, (iii) reflect the retirement of Thomas A. Hart, Jr., as a General Partner and the transfer of his 1% interest in the Partnership to WHCT Management, Inc., on April 7, 1987, (iv) reflect contributions of capital to the Partnership by certain of its Limited Partners during 1986 and 1987, (v) reflect the withdrawal of Astroline Company as a Limited partner and the transfer of its 58% interest to Astroline Company, Inc., on November 2, 1988, and the simultaneous admission of Astroline Company, Inc., as a Limited Partner, (vi) reflect the retirement of Terry Planell as a Limited Partner and the transfer of her 3% interest in the Partnership to WHCT Management, Inc., on November 21, 1988, and (vii) confirm the intention and obligation of the Limited Partners to continue to comply with certain limitations and restrictions on their activities as Limited Partners of the Partnership in accordance with policies established by the Federal Communications Commission, hereby agree as follows:

1. Capitalized terms used herein and not herein defined shall have the respective meanings attributed thereto in the Original Agreement.

2. The Original Agreement is hereby amended by deleting therefrom in its entirety Section 4.5 and replacing said Section with the following Section 4.5:

"Section 4.5 <u>Business Control</u>

"A. No Limited 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 as the General Partners may determine to be necessary or advisable in connection with the conduct of the Partnership's business. No Limited Partner shall have any authority or right to act for or bind the Partnership.

"B. To the extent not otherwise prohibited by paragraph A above, no Limited Partner shall (i) act as an employee of the Partnership if his or her functions, directly or indirectly, relate to the media enterprises of the Partnership; (ii) serve, in any material capacity, as an independent contractor or agent with respect to the Partnership's media enterprises; (iii) communicate with the Partnership or General Partner on matters

pertaining to the day-to-day operations of its business; (iv) perform any services to the Partnership materially related to its media activities or (v) become actively involved in the management or operation of the media businesses of the Partnership. The foregoing restrictions shall apply to each shareholder, partner or equity participant of any Limited Partner which is not a natural person. Nothing in this Section 4.5.B, however, shall be construed to prohibit any Limited Partner from making loans to, or acting as surety for, the Partnership, providing services to the Partnership as long as such services do not materially relate to the media activities of the Partnership or exercising the rights expressly reserved to such Limited Partner under the Uniform Act or this Original Agreement."

3. The Original Agreement is hereby further amended by substituting Schedule A attached hereto for Schedule A to the Original Agreement.

4. Except to the extent amended hereby, the Original Agreement shall remain in full force and effect.

WITNESS the execution hereof under seal as of this 21st day of November, 1988.

GENERAL PARTNERS:

Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: Richard P. Ramirez
President

LIMITED PARTNERS:

ASTROLINE COMPANY, INC.

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

_____
Martha Rose

_____
Robert M. Rose

_____
Thelma N. Gibbs

pertaining to the day-to-day operations of its business; (iv) perform any services to the Partnership materially related to its media activities or (v) become actively involved in the management or operation of the media businesses of the Partnership. The foregoing restrictions shall apply to each shareholder, partner or equity participant of any Limited Partner which is not a natural person. Nothing in this Section 4.5.B, however, shall be construed to prohibit any Limited Partner from making loans to, or acting as surety for, the Partnership, providing services to the Partnership as long as such services do not materially relate to the media activities of the Partnership or exercising the rights expressly reserved to such Limited Partner under the Uniform Act or this Original Agreement."

3. The Original Agreement is hereby further amended by substituting Schedule A attached hereto for Schedule A to the Original Agreement.

4. Except to the extent amended hereby, the Original Agreement shall remain in full force and effect.

WITNESS the execution hereof under seal as of this 21st day of November, 1988.

GENERAL PARTNERS:

_____
Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: _____
Richard P. Ramirez
President

LIMITED PARTNERS:

ASTROLINE COMPANY, INC.

By: _____
Fred J. Boling, Jr.
President

_____
Martha Rose

_____
Robert M. Rose

_____
Thelma N. Gibbs

pertaining to the day-to-day operations of its business; (iv) perform any services to the Partnership materially related to its media activities or (v) become actively involved in the management or operation of the media businesses of the Partnership. The foregoing restrictions shall apply to each shareholder, partner or equity participant of any Limited Partner which is not a natural person. Nothing in this Section 4.5.B, however, shall be construed to prohibit any Limited Partner from making loans to, or acting as surety for, the Partnership, providing services to the Partnership as long as such services do not materially relate to the media activities of the Partnership or exercising the rights expressly reserved to such Limited Partner under the Uniform Act or this Original Agreement."

3. The Original Agreement is hereby further amended by substituting Schedule A attached hereto for Schedule A to the Original Agreement.

4. Except to the extent amended hereby, the Original Agreement shall remain in full force and effect.

WITNESS the execution hereof under seal as of this 21st day of November, 1988.

GENERAL PARTNERS:

_____
Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: _____
Richard P. Ramirez
President

LIMITED PARTNERS:

ASTROLINE COMPANY, INC.

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

Martha Rose

Martha Rose

Robert M. Rose

_____
Thelma N. Gibbs

pertaining to the day-to-day operations of its business; (iv) perform any services to the Partnership materially related to its media activities or (v) become actively involved in the management or operation of the media businesses of the Partnership. The foregoing restrictions shall apply to each shareholder, partner or equity participant of any Limited Partner which is not a natural person. Nothing in this Section 4.5.B, however, shall be construed to prohibit any Limited Partner from making loans to, or acting as surety for, the Partnership, providing services to the Partnership as long as such services do not materially relate to the media activities of the Partnership or exercising the rights expressly reserved to such Limited Partner under the Uniform Act or this Original Agreement."

3. The Original Agreement is hereby further amended by substituting Schedule A attached hereto for Schedule A to the Original Agreement.

4. Except to the extent amended hereby, the Original Agreement shall remain in full force and effect.

WITNESS the execution hereof under seal as of this 21st day of November, 1988.

GENERAL PARTNERS:

_____
Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: _____
Richard P. Ramirez
President

LIMITED PARTNERS:

ASTROLINE COMPANY, INC.

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

_____
Martha Rose

_____
Robert M. Rose

Thelma N Gibbs
_____
Thelma N. Gibbs

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

General Partners	Initial Capital Contribution	Additional Capital Contribution	Future Capital Contribution	Percentage Interest
Richard P. Ramirez c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	$ 210	$ 0	$ 0	21%
WHCT Management, Inc. c/o Astroline Communications Company Limited Partnership 18 Garden Street Hartford, CT 06105	$ 90	$ 0	$ 0	9%
Limited Partners				
Astroline Company, Inc. 95 Walkers Brook Drive Reading, MA 01867	$440,616	$20,754,969	$ 0	58%
Martha Rose and Robert Rose as Joint Tenants 18 Morgan Street Wenham, MA 01984	$ 30,042	$1,526,657	$ 0	6%
Thelma N. Gibbs 2275 South Ocean Blvd. Palm Beach, FL 33480	$ 30,042	$1,526,657	$ 0	6%

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

TELEFAX: (617) 723-4624
CABLE: "PEABODYB"
TELEX: 951019

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

MEMORANDUM

TO: Partners of Astroline Communications Company Limited Partnership

FROM: Carter S. Bacon, Jr.

DATE: December 8, 1988

Enclosed for your records is a photocopy of the fully-signed Amendment to the Limited Partnership Agreement which was filed yesterday with the Massachusetts Secretary of State.

SBH Exh. 10

SBH Exh. 10

DANIELLE WEBB
31 Woodland Street, Apt. 12 N
Hartford, Connecticut 06105

March 13, 1986

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 March 13, 1986 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,

DANIELLE WEBB

Agreed to:

WHCT MANAGEMENT, INC.

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

RC 004187

PB 000140

POWER OF ATTORNEY

Reference is made to the Astroline Communications Company 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, as amended pursuant to a First Certificate of Amendment dated as of September 10, 1985 (the "Partnership Agreement and Certificate"). The undersigned, Danielle Webb, hereby appoints each of the aforementioned partners as attorneys-in-fact, each with the power to act alone, to execute any and all instruments and file any and all documents in connection with the approval of any and all amendments to the Partnership Agreement and Certificate which the aforementioned General Partners of either of them shall deem desireable.

IN WITNESS WHEREOF, I have executed this Power of Attorney as of the ____ day of _____, 1986.

Danielle Webb

DANIELLE WEBB

STATE OF CONNECTICUT

_____, ss. March 13, 1986

Then personally appeared DANIELLE WEBB, to me known to be the person to execute the foregoing instrument and acknowledged that he executed the same as his free act and deed, before me.

_____
Commissioner of the Superior Court

AFFIDAVIT
BY
ALFRED ROZANSKI

The above-named declarant having been duly sworn bereby deposes and says:

1. I am over 18 years of age and believe in the obligations of an oath.

2. My name is Alfred Rozanski and I am the Business Manager at Channel 18 WHCT TV in Hartford, Connecticut.

I have examined the documents entitled "Power of Attorney" and the "Assignment of Partnership Interest" which were executed by Danielle Webb, a former employee of these offices.

3. I have personal knowledge that the original signatures on both documents are those of Miss Webb since I was present when she executed both documents on the 13th of March, 1986, on the company premises.

I have read the foregoing and it is true to the best of my knowledge and belief.

Dated this 25th day of November, 1986.

By Alfred Rozanski
Alfred Rozanski, Business Manager WHCT TV Hartford, Connecticut.

Subscribed and sworn to before me this 25 day of November, 1986.

By [illegible]
Notary Public/Commissioner of Superior Court
3-31-91

RC 004189

PB 000142

SBH Exh. 11

SBH Exh. 11

ASSIGNMENT, REPURCHASE AND SECURITY AGREEMENT

This Agreement made as of December 26, 1986, 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 Employee and the Partnership have entered into an Employment Agreement (the "Employment Agreement"), dated as of April 27, 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 transferred to the Employee a one percent (1%) partnership interest in the Partnership pursuant to an Assignment, Assumption, Repurchase and Security Agreement dated September 6, 1985, for the purchase price provided for therein and subject to the right of WHCT Management to repurchase such partnership interest under certain circumstances and upon the terms and conditions provided for therein;

WHEREAS, in order to provide the Employee with additional incentive, WHCT Management has agreed to transfer to the Employee an additional two percent (2%) interest in the Partnership for the purchase price provided for herein and subject to the right

of WHCT Management to repurchase such partnership interest under circumstances and 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 two percent partnership interest in the Partnership (the "Partnership Interest") for a purchase price of $140,000 (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. 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 3.1 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 Partership 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 Partership 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 Partership 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 Partership 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 Partership 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 2% 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. WHCHT 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 Partership 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.

3. 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.

4. Restrictions on Transfer. 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.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

6. 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.

7. 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.

8. 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

EXHIBIT A

PROMISSORY NOTE

$

Boston, Massachusetts
, 1986

FOR VALUE RECEIVED, the undersigned ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnershing having its principal office at 231 John Street, Reading, Massachusetts, promises to pay to the order of , an individual residing at , , , ("Payee"), the principal sum of $ ($) in a series of equal installments, payable on the through anniversaries of the date hereof, together with interest in accordance with the terms hereof. The unpaid principal balance hereof shall bear interest from the date hereof from calendar quarter to calendar quarter at that annual rate which shall be equal to the rate designated by The First National Bank of Boston as of the first day of each calendar quarter as its Base Rate and usually charged by it on new 90-day unsecured loans to substantial and responsible commercial borrowers (the "Base Rate"), such interest to be paid in arrears on and thereafter on the last day of each calendar quarter and upon the maturity hereof. Interest due hereunder and not paid when due shall be compounded quarterly. All payments of principal and interest shall be made to the Payee at its principal office set forth above.

The Maker, at his election, may prepay all or any part of this Note at any time without penalty or premium.

This Note shall immediately become due and payable in full at the option of the holder of this Note (the "Holder"), without notice or demand, if any one or more of the following events set forth in paragraphs (1) through (4) below shall occur and be continuing:

(1) The Maker shall admit in writing its inability to pay his debts as they mature, or shall make any assignment for the benefit of creditors;

(2) The Maker shall apply for or consent to the appointment of a trustee or receiver for the major part of its property;

(3) A trustee or receiver shall be appointed for the Maker or for a major part of its property and such trustee or receiver shall not be discharged within ninety (90) days after such appointment;

(4) Bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against the Maker and, if instituted against it, shall be consented to or shall not be dismissed within ninety (90) days after such institution.

No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or future exercise thereof. A waiver of any right or remedy on any occasion shall not be construed as a bar or waiver of any such right or remedy on any future occasion.

The Maker hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the Holder, and assents without notice to any extension or postponement of the time of payment of any indulgence, to the addition or release of any party or person in any way liable hereunder, and to the compromise or settlement of the liability of any such party or person hereunder, which may from time to time be agreed to by the Holder. Failure of the Holder in any one instance to make any demand or otherwise to proceed against the Maker shall not constitute a waiver of the Holder's right to proceed in respect to any or all other defaults by the Maker. The Maker agrees to reimburse the Holder for reasonable attorney's fees incurred by the Holder in connection with the enforcement of the Maker's obligations under this Note.

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed, certified or registered mail with first class postage prepaid, or by prepaid telegraph or telegram (i) if to the Holder, to , at his residence address set forth above, or to such other address as the Holder shall direct in writing; (ii) if to the Maker to Astroline Communications Company Limited Partnership, at its principal office address set forth above, attention President, or to such address as the Maker shall direct in writing.

This Note shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

EXECUTED under seal as of the date first above written.

SPECIMEN

PROMISSORY NOTE

$140,000

Hartford, Connecticut
December 26, 1986

FOR VALUE RECEIVED, the undersigned TERRY PLANELL, an individual residing at 10 Woodbury Lane, West Hartford, Connecticut 06117 (the "Maker"), promises to pay to the order of WHCT Management Inc., a Massachusetts corporation having its principal office at 231 John Street, Reading, Massachusetts 01867, ("Payee"), the principal sum of One Hundred and Forty Thousand Dollars ($140,000) on the earlier of (i) September 6, 1995, or (ii) the date upon which the Maker's employment by Astroline Communications Company Limited Partnership (the "Partnership") ceases for any reason, including death, resignation, disability or termination with or without cause, together with interest in accordance with the terms hereof. The unpaid principal balance hereof shall bear interest from the date hereof at the rate of nine percent (9%) per annum, such interest to be paid in arrears on December 31 of each year commencing December 31, 1987.

The Maker, at her election, may prepay all or any part of this Note at any time without penalty or premium.

This Note shall immediately become due and payable in full at the option of the holder of this Note (the "Holder"), without notice or demand, if any one or more of the following events set forth in paragraphs (1) through (4) below shall occur and be continuing:

(1) The Maker shall admit in writing her inability to pay her debts as they mature, or shall make any assignment for the benefit of creditors;

(2) The Maker shall apply for or consent to the appointment of a trustee or receiver for the major part of her property;

(3) A trustee or receiver shall be appointed for the Maker or for a major part of her property and such trustee or receiver shall not be discharged within ninety (90) days after such appointment;

(4) Bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against the Maker and, if instituted against her, shall be consented to or shall not be dismissed within ninety (90) days after such institution.

No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or future exercise thereof. A waiver of any right or remedy on any occasion shall not be construed as a bar or waiver of any such right or remedy on any future occasion.

The Maker hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the Holder, and assents without notice to any extension or postponement of the time of payment of any indulgence, to the addition or release of any party or person in any way liable hereunder, and to the compromise or settlement of the liability of any such party or person hereunder, which may from time to time be agreed to by the Holder. Failure of the Holder in any one instance to make any demand or otherwise to proceed against the Maker shall not constitute a waiver of the Holder's right to proceed in respect to any or all other defaults by the Maker. The Maker agrees to reimburse the Holder for reasonable attorney's fees incurred by the Holder in connection with the enforcement of the Maker's obligations under this Note.

The performance by the Maker of her obligations hereunder is secured by a pledge by the Maker to the Payee of a 2% Limited Partner Interest in the Partnership, pursuant to an Assignment, Assumption, Repurchase and Security Agreement of even date herewith.

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed, certified or registered mail with first class postage prepaid, or by prepaid telegraph or telegram (i) to the Payee at its business address set forth above, or to such other address as the Payee shall direct in writing; and (ii) to the Maker at her residence address set forth above or to such address as the Maker shall direct in writing.

This Note shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

EXECUTED under seal as of the date first above written.

/s/ TERRY PLANELL
Terry Planell

ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to an agreement of even date herewith, by and among Astroline Company, a Massachusetts limited partnership (the "Assignor"), the General and Limited Partners of the Assignor, and Astroline Company, Inc., a Massachusetts corporation (the "Assignee"), the Assignor hereby sells, assigns and transfers unto the Assignee a 58% limited partner interest in Astroline Communications Company Limited Partnership (the "Partnership"). Simultaneously with such transfer, the Assignor hereby withdraws as a Limited Partner of the Partnership.

The Assignee hereby accepts the foregoing assignment of a 58 percentage interest in the Partnership and agrees to be bound by the terms and provisions of the Astroline Communications Company Limited Partnership Amended and Restated Limited Partnership Agreement and Certificate dated as of December 31, 1985 (including without limitation the appointment of each of the General Partners thereunder as attorney-in-fact for the Assignee pursuant to Sections 6.4, 7.2.c. and 10.1 thereof), as if the Assignee was an actual signator thereto.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of November 2, 1988.

ASTROLINE COMPANY

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

ASTROLINE COMPANY, INC.

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

ASSIGNMENT AGREEMENT

The undersigned, Terry Planell (the "Assignor") for the consideration described below, hereby transfers to WHCT Managment, Inc. (the "Assignee"), a 3% limited partner interest in Astroline Communications Company Limited Partnership (the "Partnership"), representing the entire equity interest of the Assignor in and to the Partnership. Simultaneously with such transfer, the Assignor hereby withdraws as a Limited Partner of the Partnership.

The foregoing transfer is made in consideration of the cancellation of all indebtedness of the Assignor to the Assignee pursuant to Promissory Notes dated September 6, 1985, and December 26, 1986, in the respective principal amounts of $70,000 and $140,000 (the "Purchase Notes") and the Assignee hereby acknowledges that all obligations of Planell pursuant to the Purchase Notes are terminated and of no further force and effect. The Assignor and the Assignee further confirm that the Assignment, Repurchase and Security Agreements dated September 6, 1985, and December 26, 1986, between the Assignee and the Assignor, are terminated and of no further force or effect.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement of Assignment as of November 21, 1988.

Terry Planell

WHCT MANAGEMENT, INC.

By: Richard P. Ramirez,
President

SBH Exh. 12

SBH Exh. 12

ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to an agreement of even date herewith, by and among Astroline Company, a Massachusetts limited partnership (the "Assignor"), the General and Limited Partners of the Assignor, and Astroline Company, Inc., a Massachusetts corporation (the "Assignee"), the Assignor hereby sells, assigns and transfers unto the Assignee a 58% limited partner interest in Astroline Communications Company Limited Partnership (the "Partnership"). Simultaneously with such transfer, the Assignor hereby withdraws as a Limited Partner of the Partnership.

The Assignee hereby accepts the foregoing assignment of a 58 percentage interest in the Partnership and agrees to be bound by the terms and provisions of the Astroline Communications Company Limited Partnership Amended and Restated Limited Partnership Agreement and Certificate dated as of December 31, 1985 (including without limitation the appointment of each of the General Partners thereunder as attorney-in-fact for the Assignee pursuant to Sections 6.4, 7.2.c. and 10.1 thereof), as if the Assignee was an actual signator thereto.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of November 2, 1988.

ASTROLINE COMPANY

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

ASTROLINE COMPANY, INC.

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

Federal Communications Commission
File No. 12
Shurberg Broadcasting
Received
Rejected
George Holmes
9-23-98

542

SBH Exh. 13

SBH Exh. 13

ASSIGNMENT AGREEMENT

The undersigned, Terry Planell (the "Assignor") for the consideration described below, hereby transfers to WHCT Managment, Inc. (the "Assignee"), a 3% limited partner interest in Astroline Communications Company Limited Partnership (the "Partnership"), representing the entire equity interest of the Assignor in and to the Partnership. Simultaneously with such transfer, the Assignor hereby withdraws as a Limited Partner of the Partnership.

The foregoing transfer is made in consideration of the cancellation of all indebtedness of the Assignor to the Assignee pursuant to Promissory Notes dated September 6, 1985, and December 26, 1986, in the respective principal amounts of $70,000 and $140,000 (the "Purchase Notes") and the Assignee hereby acknowledges that all obligations of Planell pursuant to the Purchase Notes are terminated and of no further force and effect. The Assignor and the Assignee further confirm that the Assignment, Repurchase and Security Agreements dated September 6, 1985, and December 26, 1986, between the Assignee and the Assignor, are terminated and of no further force or effect.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement of Assignment as of November 21, 1988.

Terry Planell

WHCT MANAGEMENT, INC.

By: Richard P. Ramirez
Richard P. Ramirez,
President

Federal Communications Commission

Docket No.

Presented

Received

Disposition Rejected

Reporter

Date

RC 004235

PB 000139