

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

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

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

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

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

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

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

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

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

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

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May 29, 1984

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The Honorable John M. Frysiak
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Washington, D.C. 20554

Re: WHCT-TV, Hartford, Connecticut, Channel 18

Dear Judge Frysiak:

Over the past weekend, Faith Center, Inc. and Astroline Communications Company entered into an agreement to transfer the assets of WHCT-TV, Hartford, Connecticut (Channel 18) to Astroline Communications Company for \$3.1 million pursuant to the Federal Communications Commission's ("Commission") distress sale policy. Statement of Policy on Minority Ownership of Broadcast Facilities, 68 FCC 2d 979, 983 (1981); Commission Policy Regarding the Advancement of Minority Ownership in Broadcasting, 52 RR 2d 1301 (1982). A copy of the transfer agreement has been attached for your review.

Astroline Communications Company is a Massachusetts limited partnership that is financially qualified and prepared to consummate this transaction within 30 days following final approval from the Commission. Richard Ramirez, a general partner of Astroline Communications Company, is an experienced broadcaster and will serve as the station's General Manager. Mr. Ramirez is a bilingual Hispanic-American and long-time resident of the New England area. Currently, Mr. Ramirez has a twenty-one percent (21%) equity interest and will have operational control over the station. Specifically, he will have the authority to determine the basic policies of the station's operations, including programming, personnel and financial matters. In conjunction with Mr. Ramirez's obligations as General Manager, he is seeking and will continue to seek one or more additional minority management personnel to

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participate in the ownership and operation of the station, including, in particular, one or more black persons. His commitment to find additional minority management is further evidenced by his pledge to transfer up to eleven percent (11%) of his twenty-one percent (21%) interest to such additional minority personnel, if necessary.

Another general partner shall be WHCT Management, Inc., which will hold a nine percent (9%) partnership interest in the station. WHCT Management, Inc. will be wholly-owned by Astroline Company, which will be a limited partner of Astroline Communications Company and hold a seventy percent (70%) equity interest in the station. WHCT Management, Inc. shall reserve four percent (4%) of its nine percent (9%) equity interest for other minority management personnel, particularly black professionals, that have experience and talents that would further enhance Astroline Communications Company's ability to serve the public interest.

Astroline Communications Company intends for the station's top management positions to be held by minorities. Collectively, these minorities shall be the controlling general partners. They shall also hold at least twenty-five percent (25%) of the equity in the station and shall be responsible for the day-to-day operation of the television station.

This form of ownership and management structure has been approved by the Commission in a related context in the past and is entirely consistent with the Commission's minority ownership policy. Anax Broadcasting, Inc., 49 RR 2d 1589 (1981); William M. Barnard, 44 RR 2d 525 (1978).

The Commission dealt squarely with the issue of limited partnerships in its most recent Policy Statement regarding minority ownership of broadcast stations, supra, 52 RR 2d 1301, 1306 (1982). Specifically, the Commission stated:

We will henceforth consider issuing tax certificates and authorizing distress sales in transfer to limited partnerships where the general partner or partners own more than 20 percent of the broadcasting entity and is a member or members of a minority group.

* * *

The minimal ownership requirement of 20 percent was recommended by the Committee as reflecting the realities of the financial and business world. We accept their

The Honorable John M. Frysiak
May 29, 1984
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recommendation, in this regard, as a realistic threshold.

52 RR 2d 1306 n. 28 (1982).

It is anticipated that Faith Center, Inc. will seek continuance and leave to file a petition for special relief during the prehearing conference scheduled for tomorrow. The undersigned will be present at the hearing to answer any questions you may have concerning this matter.

Sincerely,


Thomas A. Hart, Jr.

Counsel for Astroline
Communications Company

Attachment

TAH/tdh

AGREEMENT

THIS AGREEMENT is made this 29th day of May 1984, by and between Faith Center, Inc., licensee of WHCT-TV, Channel 18 in Hartford, Connecticut, ("Seller") and Astroline Communications Company, a Massachusetts limited partnership ("Buyer"). WHCT-TV, Channel 18 in Hartford, Connecticut is hereinafter referred to as the Station.

1. Sale of Business and Assets of Seller to Buyer.

Subject to the conditions and based upon the representations, warranties and agreements of the parties hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall purchase and acquire from Seller on the Closing Date (as hereinafter defined) all of the licenses and permits issued by the Federal Communications Commission (FCC), call letters, (WHCT-TV) antennas, transmitters, real property and equipment of the Station and all other assets of the Station described herein on an addendum which will be prepared and executed by the parties prior to closing.

The foregoing business, properties and assets to be sold, assigned, transferred, conveyed and delivered to Buyer including, but not limited to, the items specifically referred to above are referred to herein as the "Assets."

2. Purchase Price and Payment; Purchase Price Adjustment; and Allocation of Purchase Price.

(a) The aggregate purchase price to be paid by Buyer to Seller for the Assets shall be Three Million One Hundred Dollars (\$3,100,000) (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be payable by Buyer to Seller at the Closing (as hereinafter defined) as follows:

(i) Buyer shall pay Seller Five Hundred Thousand Dollars (\$500,000) by certified or bank check or by wire transfer;

(ii) Buyer shall deliver to Seller a Promissory Note ("Note") in the principal amount of Two Million Six Hundred Thousand Dollars amortized over ten (10) years. The Note shall be payable monthly, the first installment to be payable one month after the Closing Date and the remaining installments to be paid monthly thereafter. The principal balance from time to time outstanding under the Note shall bear interest at the rate of twelve percent (12%) per annum. The term of the Note shall be for ten years and shall be partially secured by the assets enumerated in trust deed on real property.

(b) The Purchase Price shall be allocated among the Assets according to a Schedule to be determined by the Buyer.

(c) Buyer shall deposit at the Bank of America, Gateway Branch in Glendale, California, \$30,000.00 in escrow towards the cash payment of the Purchase Price, within 30 days of receipt of preliminary approval of the FCC.

ZJB (d) Buyer is not and will not assume any liabilities or obligations of Seller. -2-

3. Closing.

(a) The closing of the purchase and sale of the Assets (the "Closing") shall take place at the offices of the Gateway Branch, Bank of America, Glendale, California at 10:00 a.m. The Closing shall take place on August 6, 1984, or any date prior thereto that is mutually agreeable to Buyer and Seller, provided that Buyer shall have the right, exercisable from time to time by written notice to Seller, to postpone the Closing to a date not later than September 14, 1984. If all consents and approvals of the FCC, and all other applicable regulatory agencies and authorities necessary for the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not have been obtained prior to September 14, 1984 and, therefore, the Closing shall not have occurred by such date, then Buyer shall have the right, exercisable by written notice to Seller, to extend the date of the Closing to such date on or before December 31, 1984, which is five (5) business days after the date on which all such consents and approvals shall have been obtained. The date on which the Closing shall occur is referred to herein as the "Closing Date."

(b) Seller and Buyer each agree to pursue diligently the fulfillment of all conditions precedent to the Closing set forth herein and to cooperate in obtaining all consents and approvals necessary for the consummation of the trans-

actions contemplated by this Agreement in accordance with the terms hereof.

4. Instruments to be Delivered at Closing.

(a) At the Closing, Seller shall deliver to Buyer the following documents and instruments duly executed by Seller:

(i) A Bill of Sale and Assignment conveying to Buyer all of Seller's right, title and interest in and to the Assets identified herein or listed in the Addendum.

(ii) Deeds from Seller to Buyer with respect to the real properties included among the Assets;

(iii) Such other instruments of sale, assignment, transfer, conveyance and delivery, as shall be necessary to provide Buyer good and marketable title to all the Assets free of all defects, except real ^{and/or personal} property tax liens previously described herein. ^{with 305} Twenty four months after closing, Buyer shall have recourse against the tax liens existing against the Assets at closing by reducing the principal payments of the Note by the amount equal to the taxes owed by Seller twenty four months after closing.

(b) At the Closing, against the delivery of the documents described in this Section above, Buyer shall deliver or cause to be delivered to Seller the following instruments, duly executed on behalf of Buyer, and amounts:

(i) Cash, by certified or bank check or wire transfer, in the amount specified in subsection 2(a)(i) above;

(ii) The Note.

5. Representations and Warranties of Seller.

(a) Seller represents and warrants that:

(i) Seller will provide good and marketable title, free and clear of any mortgage, pledge, security interest, lien, charge or other encumbrance, to all real and personal properties included among the Assets except liens for real property taxes assessed and/or, ^{due and including those} not yet due and payable; and

(ii) Seller is not in default under any indenture, mortgage, deed of trust, agreement, lease or other instrument or contract to which Seller is a party or by which Seller is bound which has a material adverse effect upon the Assets or the value thereof.

(iii) No consent, approval or authorization of, or declaration or filing with, any governmental agency or authority, except for the approval of the FCC, is required in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

(iv) Seller has full power and authority to carry out all the terms, conditions and provisions of this Agreement without the consent of any other person.

(v) From the date of execution of this Agreement until the Closing Date, there will be no material adverse

change in the license, call letters, antenna, transmitter and the other real property and equipment to be attached as addendum 1. For the purposes of this Agreement, a material adverse change shall include, without limitation, any decrease in the value of the Assets by an aggregate amount in excess of \$25,000, ~~or any increase in the amount of the liabilities~~

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~~of Seller to an aggregate amount of more than \$25,000, a receipt that it is understood that all items in Addendum I are purchased by Buyer "as is" and any change in the ordinary course of business is excluded from the scope of this paragraph.~~

(vi) The Assets on the Closing Date shall be located at the same location in or around Hartford, Connecticut as they are now.

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6. Representations and Warranties of Buyer.

Buyer represents and warrants that:

(a) Buyer is a limited partnership duly organized, validly existing and in good standing under and by virtue of the laws of the State of Massachusetts.

(b) The execution and delivery of this Agreement, the Note and the other Addendums, certificates and documents contemplated or referred to herein which are to be delivered by Buyer have been duly authorized by Buyer's Partners as required under the laws of the State of Massachusetts and no other separate action is required for the approval of this Agreement, the Note or such other agreements, certificates and documents, all of which shall, upon the execution and delivery thereof by Buyer, be valid and binding upon Buyer and enforceable in accordance with their respective terms.

(c) The execution and delivery of this Agreement and the Note by Buyer, and the performance of Buyer in consummating the transactions contemplated by this Agreement and the Note, will not conflict with or result in a violation or breach of, or default under, any terms or provisions of the corporate charter or By-laws of Buyer, or any terms or provisions of any agreement or instrument to which Buyer is a party or by which it is bound.

(d) Except for the approvals of the FCC and other governmental bodies no consent, approval or authorization of or declaration or filing is required in connection with the execution or delivery of this Agreement or the Note by Buyer or the consummation by Buyer of the transactions set forth in this Agreement in accordance with the terms hereof.

7. Conditions Precedent to Buyer's Obligations.

All obligations of Buyer under this Agreement are subject to the fulfillment of each of the following conditions on or before the Closing Date, any one or more of which may, from time to time, be waived in writing by Buyer in accordance herewith.

(a) Any representation made by Seller contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representation were made on and as of such date.

(b) Seller shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(c) All consents and approvals, including approval of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

8. Conditions Precedent to Seller's Obligations.

All obligations of Seller under this Agreement are subject to the fulfillment of each of the following conditions on or prior to the Closing Date, provided that the condition set forth in subsection (a) may, from time to time, be waived in whole or in part by Seller as provided herein.

(a) The representations and warranties made by Buyer contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representations and warranties were made on and as of such date.

(b) No other, ruling or regulation (general or specific) of any governmental authority shall have been issued or promulgated, and no judicial or administrative action, which has the purpose or would have the effect of prohibiting the transactions herein contemplated or the effect of

interfering with or materially affecting the right or ability of either party to this Agreement to consummate any such transactions, shall have been taken.

(c) All consents and approvals, of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

9. Access.

On two occasions prior to the Closing, Seller will give to Buyer and its representatives access during normal business hours to inspect all real and personal property, equipment, and inventory as enumerated on Addendum 1 of the Station; provided, however, that all information and knowledge received by Buyer and its representatives shall be held wholly confidential. Such access shall be made by appointment only and shall be done so in a manner which, under the circumstances, causes a minimum of disruption to the operation of the businesses of the Station. If the transactions contemplated hereby shall not be consummated, all information of every kind, nature and description and all copies of documents provided to Buyer by Seller shall, upon request, be returned to Seller.

Prior to Closing, Buyer shall give to Seller and its representatives financial reports and statements necessary to verify Buyer's financial qualifications to undertake the financial obligations herein described.

10. Negative Covenants of Seller.

Seller covenants that, throughout the period commencing on the date hereof and to and including the Closing Date, unless Buyer shall have otherwise consented in writing and except as otherwise specifically allowed by this Agreement, Seller will not:

(a) Enter into or negotiate with any other party or entity an agreement for the sale of the Station.

(b) Enter into any indenture, mortgage, agreement, understanding or commitment, written or oral, which is binding on Buyer after the Closing Date.

11. Bulk Sales Law.

Buyer hereby waives compliance by Seller with the Bulk Sales Laws of the State of Connecticut and any other jurisdiction in which any of the Assets are located in connection with the consummation of the transactions contemplated by this Agreement. Seller hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all liabilities, claims, obligations or expenses which Buyer may incur or to which Buyer may be subjected or which may be asserted against any of the Assets by reason of the failure of Seller to comply with the requirements of any such Bulk Sales Laws with respect to the consummation of such transactions.

12. Casualty Losses.

Anytime following execution of this Agreement, Buyer shall have the right to fully insure the Station and its real

or personal property against any casualty loss, destruction or damage to any of the Assets of this transaction. Insurer shall have no more right of access than enumerated in Section 9.

13. Brokers.

Buyer and Seller represent and warrant to each other that the transactions contemplated hereby have been and shall be carried on by Buyer directly with Seller and in such manner as not to give rise to any valid claims against either of the parties hereto for a brokerage commission, finder's fee or other like payment and each of them agrees to indemnify and hold the other harmless from and against any claims for brokerage commissions or finder's fees insofar as such claims shall be alleged to be based upon arrangements or agreements made by it. Such indemnity shall include the cost of reasonable counsel fees in connection with the defense of any such claims.

14. FCC and Other Regulatory Approvals.

Seller will select and retain counsel to cooperate with Buyer and Buyer's counsel to obtain all necessary consents and approvals of California regulatory authorities. Buyer will select and retain counsel to obtain all necessary consents and approvals of the FCC and Connecticut regulatory authorities.

15. Expenses.

Buyer and Seller shall be responsible for the payment of the fees of their respective counsel, accountants, consultants and other advisors in connection with this Agreement and the transactions provided for herein.

16. Nondisclosure of Confidential Information.

Seller shall forever maintain the confidentiality of all commercial, financial and technical information of which Seller became aware as a result of ownership of the Assets and the conduct of his business in the Station.

17. Non-Competition.

In consideration of the covenants made herein, Seller agrees that for a period of three (3) years from the Closing Date, it will not, directly or indirectly, own, manage, or operate, any television station which is in competition with the Station to be acquired by Buyer from Seller within a seventy five (75) mile radius of Hartford, Connecticut.

18. Additional Documentation.

Upon the request of Buyer, Seller shall from time to time execute and deliver documents, make all lawful oaths, testify in all proceedings and do all other acts which may be necessary to perfect the record or confirm the title of Buyer to any of the Assets, to transfer and assign any of the Assets described herein and enumerated in Addendum 1.

19. Survival of Representations and Warranties.

All representations and warranties made by Seller and Buyer under this Agreement in connection with the transactions contemplated hereby or in any certificate, schedule or other instrument delivered pursuant hereto shall survive the Closing for a period ending on the twenty four month anniversary of the Closing Date provided that all claims brought within such twenty four months period or of which either party shall have notified the other party within such twenty four month period shall survive such twenty four month anniversary of the Closing Date.

20. Indemnification.

(a) Seller shall indemnify and hold harmless Buyer from and against any and all loss, damage, liability and expense, including attorneys' fees, resulting from or arising out of:

(i) taxes levied, imposed, or assessed by any federal, state or local governmental authority with respect to the income or operation of the Station for any period on or prior to the Closing Date pursuant to the procedures outlined in Section 4(a)(iii) above.

(ii) liabilities or claims against Seller or Buyer arising out of occurrences or transactions involving Seller and occurring on or before the Closing Date except ^{and/or personal with 2013} real property taxes which are the subject of litigation and

subject to recourse pursuant to paragraph 4(a)(iii).

(b) Buyer shall indemnify and hold harmless Seller from any and all loss, damage, liability and expense, including attorneys' fees, resulting from liabilities and ~~claims~~ *arising after the closing date.* ~~which are covered by Buyer in accordance with the terms of this Agreement.~~ In connection with such indemnification, Seller shall look solely to Buyer and will not seek indemnification from any partner, officer, employee, agent or other entity or person affiliated with Buyer.

21. Remedies.

In the event that Seller or Buyer fails to close hereunder although all conditions precedent to that party's obligation to close have been fulfilled or duly waived by such party, the non-defaulting party shall be entitled, in addition to any and all other remedies which it may have at law or in equity, to receive actual damages which result from the default or breach of the terms and provisions of this Agreement by the other party. However, neither party to this Agreement shall be liable for any consequential, indirect or special damages. In the event of litigation brought by either party for specific performance of this Agreement, or damages for a breach hereunder, the prevailing party in such litigation shall be entitled to reimbursement of its expenses, including reasonable attorneys' fees, incurred in enforcing its rights hereunder.

22. Notices.

All notices and communications under this Agreement shall be in writing and if to Buyer shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested, to: Fred J. Boling, Astroline Company, 855 Broadway, P.O. Box 989, Saugus, Massachusetts 01906; and copies to Collier, Shannon, Rill & Scott, 1055 Thomas Jefferson Street, N.W., Suite 308, Washington, D.C. 20007, Attn: Thomas A. Hart, Jr., Esq.; and Peabody & Brown, 1 Boston Place, Boston, Massachusetts, ^{only} Attn: William Lance, ³⁰⁸ Esq.; and if to Seller, shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested to: Faith Center Church, Glendale, California 91205, Attn: Board of Directors, and copies to Edward L. Masry, Esq.; 15495 Ventura Boulevard, Sherman Oaks, California 91403, and Kenneth E. Roberson, Esq., 1615 S. Glendale Avenue, Glendale, California 91205 or such other address as either party may furnish to the other by notice in accordance with this Agreement.

23. Binding Effect and Assignment.

This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. Neither Buyer nor Seller may assign this Agreement or any rights or obligations hereunder prior to the Closing.

24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered shall be an original instrument, but such counterparts, together, shall constitute a single Agreement.

25. Entire Agreement and Amendments.

This Agreement, including the Exhibits and Schedules referred to herein, contains the entire understandings and agreement of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by Seller and Buyer or their respective heirs, successors or assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

26. Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California and Buyer and Seller agree to submit to the jurisdiction of the courts of the State of California and agree that service of process may be made in the manner approved for notices in Section 22 of this Agreement.

27. Headings and Table of Contents.

Section headings and the Table of Contents are inserted for convenience and do not form part of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement in their respective names in person or by their duly authorized officers or agents, and have caused to have affixed seals hereto as of the day and year first above written.

SELLER:

Faith Center, Inc.

By *E. Eugene Scott*
E. Eugene Scott, President

By *Edward L. Masry*
Edward L. Masry, General Counsel

The above-signed Edward L. Masry appeared before me and signed the document in my presence on this ___ day of May ____, 1984.

NOTARY PUBLIC
My commission expires _____

BUYER:

Astroline Communications Company by
LWCT MANAGEMENT INC - GENERAL PARTNER

By *Fred J. Boling*
Fred J. Boling, PRESIDENT
5-25-84

The above-signed Fred J. Boling appeared before me and signed the document in my presence on this 29th day of May ____, 1984.

Kendee Utton
NOTARY PUBLIC

My Commission Expires June 14, 1985
My Commission expires _____

ADDENDUM

It is hereby agreed that the property being transferred shall include all of the equipment that has been previously enumerated and exhibited in the previous distress sale applications on file with the FCC and ~~that~~

~~portion~~ of the real property upon which the transmitter is located.

It is understood by the parties that reasonable wear and tear of the equipment is expected.

[Handwritten signature]

[Handwritten mark]