SBH Exh. 20

SBH Exh. 20

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October 31, 1985

Mr. William J. Tricarico
Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

RECEIVED
OCT 31 1985
FCC
Office of the Secretary

Re: Ownership Report Supplement for
Station WHCT-TV, Hartford, Connecticut

Dear Mr. Tricarico:

Enclosed is a supplemental Ownership Report for Station WHCT-TV, Hartford, Connecticut. The report contains agreements relating to ownership interests in the licensee. It does not contemplate any change in ownership that has not already been reported.

Please contact the undersigned if there are any questions.

Sincerely,

Thomas A. Hart, Jr.

Thomas A. Hart, Jr.
Counsel to
Astroline Communications
Company
Limited Partner

TAH:ksf
Enclosures
cc: Carter S. Bacon, Jr.
Richard P. Ramirez
WHCT Public Inspection File

Approved by OMB
3060-0010
Expires 4/30/86

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

Ownership Report

NOTE: Before filling out this form, read instructions printed on Page 4.

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

CERTIFICATE

I certify that I am General Partner
(Official title, see Instruction 9)
of Astroline Communications Company, Limited
(Exact legal title or name of licensee or permittee)

that I have examined this report; that to the best of my knowledge, information, and belief, all statements of fact contained in said report are true and the said report is a correct statement of the business and affairs of the above-named respondent in respect to each and every matter set forth herein.

(Date of certification must be within 30 days of date shown in Item 1 when box 1(a) is checked and in no event prior to Item 1 date.):

10-31-, 19 85

(Signature of respondent)

Telephone No. of respondent *(include area code)*

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001 (formerly Section 80).

1. All of the information furnished in Items 1-8 is reported as of

October 31, 19 85. *(Date must comply with Section 73.3615(a) when box 1(a) below is checked.)*

This report is filed pursuant to Instruction (check one)

1(a) ☐ Renewal 1(b) ☐ T.C., A.L. or C.P. 1(c) ☒ Change of prior report

for the following stations:

Call letters	Location	Class of service
WHCT	Hartford, CT	TV

Name and post office address of licensee or permittee:

Astroline Communications Company
Limited Partners
185 Asylum Street
City Place/31st Floor
Hartford, Connecticut 06103

2. Give the name of any corporation or other entity having a direct or indirect ownership interest in the licensee or permittee (see Instruction 4).

No change from prior report

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

N/A

3. Show the interests in any other broadcast station of the licensee or permittee, or any of its officers, directors, stockholders, or partners. (Corporations having more than 50 stockholders need answer this only with respect to officers and directors, or stockholders having 1% or more of voting stock.)

None

5. If permittee or licensee is a partnership, state the extent of interest of each partner.

No change from prior report

6. List all contracts and other instruments set forth in Section 73.3613 of the Commission's Rules and Regulations.

Description of contract or instrument	Name of person or organization with whom contract is made	Date of execution	Date of expiration
Assignment, Assumption, Repurchase & Security Agreement	WHCT Management, Inc. a General Partner of the Licensee & Don O'Brien, Terry Planell & Danielle A. Webb	9-6-85	Perpetual
Assignment & Assumption Agreement	WHCT Management, Inc. & Thomas A. Hart, Jr.	9-10-85	Perpetual
signment & Assumption Agreements	Astroline Company & Martha Rose, Robert Rose & Thelma N. Gibbs	8-14-85 & 8-16-85	Perpetual

BH 0683

). Capitalization

Class of stock preferred, common or other)	Voting or non-voting	If par, show par value	If no par show stated value or value assigned	Number of shares				Number of Stockholders
				Authorized	Issued and outstanding	Treasury	Unissued	
N/A								More than 50 Holders of Voting Stock No ☐ Yes ☐ More than 50 Holders of Non-Voting Stock No ☐ Yes ☐

). Officers, directors and stock held by each: (See Instructions 3, 4, 5, 6, 7 and 8)

Name of residence and officers and directors	Citizenship	Office of Directorship		Number of class of stock		Other	Number of Votes	Percentage of voting stock held	Name of person replaced, if any
		Office held and date elected	Director - date elected	Common	Preferred				
N/A									

marks concerning family relationship, qualifying shares, etc.: (See Instructions 5 and 6)

BH 0684

U. List transactions concerning the ownership of stock. (If transaction includes more than one class of stock, the following should be answered with respect to each class.)

Note: *(Read carefully)* The numbered items below refer to line numbers in the following table. Lines 1 thru 17 should be filled out completely when this form is filed to report stock transactions pursuant to Instruction 1(c). Lines 1 thru 8, inclusive, should be filled out when the form is used to report ownership after receipt of original construction permit, or consummation, pursuant to Commission consent, of a transfer of control, or assignment of license, pursuant to Instruction 1(b). Lines 1 thru 6, inclusive, should be filled out when the form is used to report pursuant to Instruction 1(a). Use one column per stockholder. (Attach additional pages if necessary.)

Line
1 — Name and residence of transferee, purchaser, or stockholder (If other than an individual also show name, address, and citizenship of natural person authorized to vote the stock acquired.)
2 — Citizenship
3 — Number of shares
4 — Number of votes
5 — Class of stock (Common CM; Preferred PF; Other)
6 — Par or stated value
7 — Total consideration paid (If other than cash, describe fully.)
8 — Date of acquisition
9 — Number of shares of stock held by purchaser or transferee prior to this transaction
10 — Percentage of issued stock in corporation held by purchaser or transferee prior to this transaction

Line
11 — Total number of shares of stock held by purchaser or transferee subsequent to this transaction
12 — Percentage of issued stock in corporation held by purchaser or transferee subsequent to this transaction
13 — From whom stock acquired
14 — Number of shares of stock held by seller or transferor prior to this transaction
15 — Percentage of issued stock held by seller or transferor prior to this transaction
16 — Number of shares of stock held by seller or transferor subsequent to this transaction
17 — Percentage of issued stock held by seller or transferor subsequent to this transaction

1	(a) N/A	(b) N/A	(c) N/A
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

Remarks: (See Instructions 3, 7 and 8.)

BH 0685

Note: The purpose of the above computation is to assist the licensee or permittee in determining whether the transaction in question involves a transfer of control. If such is the case, the transaction cannot be authorized until prior Commission consent has been obtained.

Instructions
Ownership Report, FCC Form 323

1. This report is to be filed by AM, FM, International or Television broadcast stations as follows (See §73.3615):
   (a.) By licensees with the application for renewal of station license.
   (b.) By licensees or permittees within 30 days after the cosummation, pursuant to Commission consent, of a transfer of control, or an assignment of license or the grant of an original construction permit.
   (c.) By licensees or permittees within 30 days after any changes in the information called for by this form.
   (d.) File one copy with the Federal Communications Commission, Washington, D.C. 20554. If information submitted is equally applicable to each station above listed, one report may be filed for all such stations; otherwise a separate report shall be filed for each station.
   (e.) Partnerships and individuals are to fill out Paragraphs 1, 2, 3, 5 and 6. Corporations and associations are to fill out Paragraphs 1, 2, 3, 4, 6, 7 and 8.
   (f.) This form is to be filled out completely when filed pursuant to (a) and (b) above. When filled out pursuant to (c), changes only need be noted.
2. Any contract or modification of contract relating to the ownership, control, or management of the licensee or permittee or its stock must be filed with the Commission, as required by Section 73.3613 of the Rules. Attention is directed to the fact that Section 73.3613 requires the filing of *all* contracts of the types specified and is not limited to executed contracts but includes options, pledges, and other executory agreements and contracts relating to ownership, control, or management.
3. This form should be used to report all types of transactions concerning stock, agreements, voting control, trusts, etc., including an acquisition or sale by a corporation of its stock:
   (a) Where a corporation sells its own stock an explanation of the character of the shares sold (such as authorized but unissued, treasury stock, etc.) should be given under "Remarks", Paragraph 8, Page 3.
   (b) Where a corporation acquires its own stock an explanation of the disposition made or proposed (such as cancelled, held as treasury stock, etc.) should be given under "Remarks", Paragraph 8, Page 3.
4. If the licensee or permittee is directly or indirectly controlled by another corporation, or, if another corporation has a 25% or greater ownership interest, direct or indirect, in such licensee or permittee (whether or not such interest constitutes control of the licensee or permittee), a separate Form 323 should be submitted to report changes in the officers, directors, or stockholders of such corporation or corporations.
5. Whether report is required as to stock interest, it should include beneficial as well as legal interests. In reporting the beneficial interests of a person not a stockholder of record or who has any other direct or indirect interest in the licensee or permittee, use the space provided for "Remarks" Paragraph 7, Page 2, or separate sheets to give full explanation.
6. Under "Remarks", Paragraph 7, Page 2, give a full information as to any family relationship (e.g. father-son, man-wife, brothers, sisters, uncle-nephew, cousins, etc.) or as to any business association (e.g. partners in other business enterprises, etc.) between one or more officers, directors, or stockholders of the licensee or permittee and any other officer, director, or stockholder who is the subject of this report.
7. Where information is required with respect to stockholders in corporations having more than 50 stockholders, such information need be filed only with respect to stockholders who are officers and directors or who have 1% or more of the stock of the corporation.
8. THIS FORM IS NOT TO BE USED TO REPORT OR REQUEST A TRANSFER OF CONTROL OR ASSIGNMENT OF LICENSE OR CONSTRUCTION PERMIT (except to report a transfer of control or assignment of license made pursuant to prior Commission consent). The appropriate forms for use in connection with such transfers or assignments are FCC Forms 314, 315 and 316. It is the prime responsibility of the licensee or permittee to determine whether a given transaction constitutes a transfer of control or an assignment. However, for purposes of example only, and for the convenience of interested persons, there are listed below some of the more common types of transfers concerning which doubt exists in the minds of broadcasters.

A transfer of control takes place when:

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

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

1) A, who owns 51% of the licensee's or permittee's stock, sells 1% or more thereof to B. A transfer has been effected.
2) X corporation, wholly owned by Y family, reduced outstanding stock by purchase of treasury stock which results in family member A's individual holdings being increased to 50% or more. A transfer has been effected.
3) A and B, man and wife, each own 50% of the licensee's or permittee's stock. A sells any of his stock to B. A transfer has been effected.
4) A is a partner in the licensee. A sells any part of his interest to newcomer B or existing partner C. An assignment has been effected.
5) X partnership incorporates. An assignment has been effected.
6) Minority stockholders form a voting trust to vote their 50% or more combined stockholdings. A transfer has been effected.
7) A, B, C, D and E each own 20% of the stock of X corporation. A, B and C sell their stock to F, G and H at different times. A transfer is effected at such time as C sells 10% or more of his stock. In other words, a transfer is effectuated at such time as 50% or more of the stock passes out of the hands of the stockholders who held stock at the time the original authorization for the licensee or permittee corporation was issued.

9. The official title of the respondent must be the individual licensee or permittee, a partner in the licensee or permittee partnership, or an officer in the licensee or permittee corporation.

BH 0686

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of August 14, 1985, by and between the undersigned ASTROLINE COMPANY (the "Assignor"), a Massachusetts limited partnership, and MARTHA ROSE and ROBERT ROSE (the "Assignees"),

WITNESSETH THAT:

WHEREAS, the Assignor is a Limited Partner of Astroline Communications Company Limited Partnership, a Massachusetts limited partnership (the "Partnership"), owning prior to the execution and delivery hereof a 70% Limited Partnership Interest therein;

WHEREAS, the Assignor desires to transfer on this date a Six Percent (6%) Limited Partnership Interest in the Partnership to the Assignees as joint tenants; and

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

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

1. For consideration of Thirty Thousand Dollars ($30,000) paid to the Assignor, the Assignor hereby assigns and transfers to the Assignees as joint tenants a Six Per Cent (6%) Limited Partnership Interest in the Partnership.

2. The Assignees hereby accept the assignment of such Limited Partnership Interest in the Partnership and, as provided in Section 7.2.B of the Partnership Agreement, the Assignees hereby agree to be bound, to the same extent as all other Limited Partners, by all the terms and provisions of the Partnership Agreement, including, without limitation, the provisions of Section 7.2.C. granting a power of attorney to the General Partners of the Partnership for the purpose of executing and filing amendments to the Certificate of Limited Partnership of the Partnership and the other purposes stated therein.

3. The capitalized terms used herein, to the extent not herein defined, shall have the meanings given in the Partnership Agreement.

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

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

ASTROLINE COMPANY

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

Martha Rose

Robert Rose

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

1. For consideration of Five Thousand Dollars ($5,000) paid to the Assignor, the Assignor hereby assigns and transfers to the Assignee a One Percent (1%) general partnership interest in the Partnership.

2. The Assignee hereby accepts the assignment of such general parternship interest in the Partnership and the Assignee hereby agrees to be bound by all the terms and provisions of the Partnership Agreement.

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

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

WHCT MANAGEMENT, INC.

Thomas A. Hart, Jr.

By: Fred J. Boling, Jr., President

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

1. For consideration of Thirty Thousand Dollars ($30,000) paid to the Assignor, the Assignor hereby assigns and transfers to the Assignee a Six Per Cent (6%) Limited Partnership Interest in the Partnership.

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

3. The capitalized terms used herein, to the extent not herein defined, shall have the meanings given in the Partnership Agreement.

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

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

ASTROLINE COMPANY

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

_____
Thelma N. Gibbs

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

This Agreement made as of September 6th, 1985, by and between WHCT Management, Inc. ("WHCT Management"), a Massachusetts corporation, and Don O'Brien ("Employee"),

W I T N E S S E T H:

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

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

WHEREAS, the Employee and the Partnership have entered into an Employment Agreement (the "Employment Agreement"), dated as of July 22nd, 1985 (the "Employment Date") providing for the employment of the Employee by the Partnership; and

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

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

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

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

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

(a) Determination of Purchase Price.

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

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

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

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

85% of the Initial Purchase Price plus 15% of the fair market value of the 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 1% of (i) the fair market value of the Partnership's assets taken as a whole on the date upon which the Employee's employment by the Partnership terminates, assuming an arm's length purchase and sale in which neither the buyer nor the seller was under undue pressure to complete the transaction, reduced by (ii) the liabilities of the Partnership on such date as shown on a statement prepared by the accountants for the Partnership in accordance with generally accepted accounting principles and (iii) an amount equal to all contributions made by the Limited Partners of the Partnership to the capital of the Partnership in excess of $500,000 plus interest on all such contributions to accrue from and after the date or dates thereof at the rate designated by The First National Bank of Boston from time to time as its Base Rate and usually charged by said Bank on new 90 day unsecured loans to substantial and responsible commercial borrowers, such interest to be compounded quarterly on the last day of March, June, September and December of each year.

(c) Exercise By WHCT Management of Right to Purchase Partnership Interest. 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.

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

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

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

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings including without limitation the provisions of a certain letter agreement dated July 22nd, 1985, between the Employee and WHCT Management, granting the Employee the right to acquire an interest in the Partnership.

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

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

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

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

WHCT MANAGEMENT, INC.

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

_____
Don O'Brien

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

(a) Determination of Purchase Price.

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

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

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

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

85% of the Initial Purchase Price plus 15% of the fair market value of the 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 1% of (i) the fair market value of the Partnership's assets taken as a whole on the date upon which the Employee's employment by the Partnership terminates, assuming an arm's length purchase and sale in which neither the buyer nor the seller was under undue pressure to complete the transaction, reduced by (ii) the liabilities of the Partnership on such date as shown on a statement prepared by the accountants for the Partnership in accordance with generally accepted accounting principles and (iii) an amount equal to all contributions made by the Limited Partners of the Partnership to the capital of the Partnership in excess of $500,000 plus interest on all such contributions to accrue from and after the date or dates thereof at the rate designated by The First National Bank of Boston from time to time as its Base Rate and usually charged by said Bank on new 90 day unsecured loans to substantial and responsible commercial borrowers, such interest to be compounded quarterly on the last day of March, June, September and December of each year.

(c) Exercise By WHCT Management of Right to Purchase Partnership Interest. 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.

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

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

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

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

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

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

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

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

WHCT MANAGEMENT, INC.

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

_____
Danielle A. Webb

ASSIGNMENT, ASSUMPTION, REPURCHASE
AND SECURITY AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

(a) Determination of Purchase Price.

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

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

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

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

85% of the Initial Purchase Price plus 15% of the fair market value of the 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 1% of (i) the fair market value of the Partnership's assets taken as a whole on the date upon which the Employee's employment by the Partnership terminates, assuming an arm's length purchase and sale in which neither the buyer nor the seller was under undue pressure to complete the transaction, reduced by (ii) the liabilities of the Partnership on such date as shown on a statement prepared by the accountants for the Partnership in accordance with generally accepted accounting principles and (iii) an amount equal to all contributions made by the Limited Partners of the Partnership to the capital of the Partnership in excess of $500,000 plus interest on all such contributions to accrue from and after the date or dates thereof at the rate designated by The First National Bank of Boston from time to time as its Base Rate and usually charged by said Bank on new 90 day unsecured loans to substantial and responsible commercial borrowers, such interest to be compounded quarterly on the last day of March, June, September and December of each year.

(c) Exercise By WHCT Management of Right to Purchase Partnership Interest. 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.

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

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

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

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

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

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

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

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

WHCT MANAGEMENT, INC.

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

_____
Terry Planell

SBH Exh. 21

BAKER & HOSTETLER

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 861-1500

TELECOPIER: (202) 466-6[illegible]

TELEX 660-[illegible]-7[illegible]

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CLEVELAND, OHIO 44114
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TWX 810 421 8375

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

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

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

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

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

WRITER'S DIRECT DIAL NO.

(202) 861 — 1658

RECEIVED

AUG 3 - 1987

FCC
Office of the Secretary

August 3, 1987

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

Dear Mr. Tricarico:

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

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

Astroline Communications Company Ltd. Partnership

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

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WRCT Management, Inc.

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

Astroline Company

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

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

Sincerely,

Thomas A. Hart, Jr.

Thomas A. Hart, Jr.

TAH:bjl

SBH Exh. 22

SBH Exh. 22

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C.

In re Applications of	)	MM Docket No. 97-128
	)	
MARTIN W. HOFFMAN,	)	
Trustee-in-Bankruptcy for Astroline	)	FCC File No. BRCT-881201LG
Communications Company Limited	)	
Partnership	)	
	)	
For Renewal of License of Station	)	
WHCT-TV, Hartford, Connecticut	)	
	)	
SHURBERG BROADCASTING OF HARTFORD	)	FCC File No. BPCT-831202KF
	)	
For Construction Permit for a New	)	
Television Station to Operate on	)	
Channel 18, Hartford, Connecticut	)	

TO: The Honorable John M. Frysiak
Administrative Law Judge

JOINT RESPONSE TO DISCOVERY REQUESTS OF
SHURBERG BROADCASTING OF HARTFORD

Martin W. Hoffman, Trustee-in-Bankruptcy for Astroline Communications Company Limited Partnership (the "Trustee"), Two-If-By-Sea Broadcasting, Inc. ("TIBS"), and Richard Ramirez ("Ramirez") (hereinafter the "Respondents" when referred to jointly) hereby submit their Joint Response to the "Requests for Admissions of Fact," the "Contingent First Set of Interrogatories," and the "Contingent Request for Production of Documents" (the "Motions") which were propounded to the Trustee, TIBS and Ramirez on July 21, 1998, by Shurberg

Broadcasting of Hartford ("SBH").[1] The pleadings served on each of the Respondents are identical in nature, and the three Motions are interrelated. Thus, the filing of a Joint Response to all three Motions will conserve the resources of the parties and the Commission.

(a) The Respondents do not have in their possession and are not presently aware of any documents which reflect that Astroline Communications Company Limited Partnership ("ACCLP") (either directly or through an agent or representative of ACCLP) ever submitted to the Federal Communications Commission ("the Commission") a copy of the document entitled "Astroline Communications Company Limited Partnership Amended and Restated Limited Partnership Agreement and Certificate" ("December 31, 1985 Agreement") which, by its terms, was effective December 31, 1985. However, the FCC files appear to be incomplete.

(b) The Respondents do not have in their possession and are not presently aware of any documents which reflect that ACCLP (either directly or through an agent or representative of ACCLP) ever advised the Commission of the existence of the December 31, 1985 Agreement except that ACCLP advised the Commission of its ownership structure in a filing received by the Commission on August 3, 1987.[2] However, the FCC files appear to be incomplete.

(c) The Commission was advised on August 3, 1987 of certain respects in which the December 31, 1985 Agreement revised the original ACCLP partnership agreement entered into on May 29, 1984.

(d) On August 3, 1987, ACCLP filed with the Commission ownership information in lieu of its annual ownership report.

---

1 In a telephone conference call on August 5, 1998, the Presiding Administrative Law Judge granted Respondents an extension of time until August 14, 1998 to respond to SBH's Motions.

2 A copy of the August 3, 1987 filing is attached. The Commission's files appear to be missing this filing and other filings from the 1980s. Respondents are uncertain whether there were any attachments to the August 3, 1987 filing.

(e) The Trustee admits that his counsel filed a brief with the United States Court of Appeals for the Second Circuit dated November 8, 1996, that included at page 11 the language quoted in the Request for Admission; except as expressly so admitted, the Trustee refers to his counsel's brief for its full and complete text.

Respectfully submitted,

MARTIN W. HOFFMAN,
Trustee-in-Bankruptcy
For Astroline Communications
Company Limited Partnership

By: Peter D. O'Connell
Peter D. O'Connell
His Attorney

Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006
(202) 429-3350

TWO-IF-BY-SEA
BROADCASTING, INC.

By: _____
Howard A. Topel
Its Attorney

Fleischman and Walsh, L.L.P.
1400 16th Street, N.W.
Washington, D.C. 20036
(202) 939-7900

RICHARD RAMIREZ

By: _____
Kathryn R. Schmeltzer
His Attorney

Fisher Wayland Cooper Leader
and Zaragoza L.L.P.
2001 Pennsylvania Ave., N.W
Suite 400
Washington, D.C. 20006
(202) 659-3494

Dated: August 14, 1998

(e) The Trustee admits that his counsel filed a brief with the United States Court of Appeals for the Second Circuit dated November 8, 1996, that included at page 11 the language quoted in the Request for Admission; except as expressly so admitted, the Trustee refers to his counsel's brief for its full and complete text.

Respectfully submitted,

MARTIN W. HOFFMAN,
Trustee-in-Bankruptcy
For Astroline Communications
Company Limited Partnership

By:_____
Peter D. O'Connell
His Attorney

Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006
(202) 429-3350

TWO-IF-BY-SEA
BROADCASTING, INC.

By: Howard A. Topel
Howard A. Topel
Its Attorney

Fleischman and Walsh, L.L.P.
1400 16th Street, N.W.
Washington, D.C. 20036
(202) 939-7900

RICHARD RAMIREZ

By:_____
Kathryn R. Schmeltzer
His Attorney

Fisher Wayland Cooper Leader
and Zaragoza L.L.P.
2001 Pennsylvania Ave., N.W.
Suite 400
Washington, D.C. 20006
(202) 659-3494

Dated: August 14, 1998

(e) The Trustee admits that his counsel filed a brief with the United States Court of Appeals for the Second Circuit dated November 8, 1996, that included at page 11 the language quoted in the Request for Admission; except as expressly so admitted, the Trustee refers to his counsel's brief for its full and complete text.

Respectfully submitted,

MARTIN W. HOFFMAN,
Trustee-in-Bankruptcy
For Astroline Communications
Company Limited Partnership

Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006
(202) 429-3350

By:_____
Peter D. O'Connell
His Attorney

TWO-IF-BY-SEA
BROADCASTING, INC.

Fleischman and Walsh, L.L.P.
1400 16th Street, N.W.
Washington, D.C. 20036
(202) 939-7900

By:_____
Howard A. Topel
Its Attorney

RICHARD RAMIREZ

Fisher Wayland Cooper Leader
and Zaragoza L.L.P.
2001 Pennsylvania Ave., N.W.
Suite 400
Washington, D.C. 20006
(202) 659-3494

By: Kathryn R. Schmeltzer
Kathryn R. Schmeltzer
His Attorney

Dated: August 14, 1998

BAKER & HOSTETLER

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100
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WASHINGTON, D.C. 20036
(202) 861-1500
TELECOPIER: (202) 466-8456
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CLEVELAND, OHIO 44114
(216) 621-0200
TWX 810 421 8375

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

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

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

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

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

WRITER'S DIRECT DIAL NO.
(202) 861 - 1658

RECEIVED
AUG 3 1987
FCC
Office of the Secretary

August 3, 1987

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

Dear Mr. Tricarico:

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

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

Astroline Communications Company Ltd. Partnership

Name	Partnership/ Interest	Equity Interest	Voting Interest	Othe Broadc Intere
Richard P. Ramirez	General Partner	21%	78%	Non
WHCT Management, Inc.	General Partner	6%	22%	Non
Astroline Company	Limited Partner	58%	0%	Non
Thelma Gibbs	Limited Partner	6%	0%	Non
Martha & Robert Rose	Limited Partner	6%	0%	Non
Terry Planell	Limited Partner	3%	0%	Non

WHCT Management, Inc.

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

Astroline Company

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

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

Sincerely,

Thomas A. Hart, Jr.

TAH:bjl

CERTIFICATE OF SERVICE

I, Margie Sutton Chew, a secretary in the law firm of Fisher Wayland Cooper Leader & Zaragoza L.L.P., do hereby certify that true copies of the foregoing **"JOINT RESPONSE TO DISCOVERY REQUESTS OF SHURBERG BROADCASTING OF HARTFORD"** was served this 14th day of August, 1998, by first class U.S. mail, to the following:

The Honorable John M. Frysiak*
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Room 223
Washington, D.C. 20554

James Shook, Esq.*
Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.
Room 8202-F
Washington, D.C. 20554

Harry F. Cole, Esq.
Bechtel & Cole, Chartered
1901 L Street, N.W.
Suite 250
Washington, D.C. 20036

Margie S. Chew

Margie Sutton Chew

*VIA HAND-DELIVERY

SBH Exh. 23

SBH Exh. 23

BAKER & HOSTETLER

COUNSELLORS AT LAW
WASHINGTON SQUARE, SUITE 1100
1050 CONNECTICUT AVE., N.W.
WASHINGTON, D.C. 20036
(202) 861-1500
TELECOPIER: (202) 466-2387
TELECOPIER: (202) 466-3316
TELEX (650) 835-7276

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 621-0200
TWX (810) 421-8379

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
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5000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

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

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 230
ORLANDO, FLORIDA 32801
(407) 841-1111

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

November 22, 1988

WRITER'S DIRECT DIAL NO.:
861-1751

RECEIVED
NOV 22 1988
FCC
FEE SECTION

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

Re: WHCT-TV
Hartford, CT

Dear Ms. Searcy:

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

If there are any questions, please contact this office.

Very truly yours,

Linda R. Bocchi

Linda R. Bocchi
Counsel for
Astroline Communications
Company Limited Partnership

1262:1201
Enclosures
8092085001

Federal Communications Commission
Docket 25
Present Shunbery Broadcasting
Certified X
Disposition Received X
Rejected
Reporter George Holmes
Date 9-23-98

1385

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

BANK OF BOSTON CONNECTICUT
500 TRUMBULL STREET
HARTFORD, CT 06100

№ 50

CHECK NUM
51-80/

SEVENTY AND 00/100

DATE
10/17/88

AMOUNT
*********70.00

PAY TO THE ORDER OF
FEDERAL COMMUNICATIONS COMMISSION

Richard P. Rowing

⑈005089⑈ ⑆011100805⑆ 801 65848⑈

RECEIVED
NOV 22 1988
FCC
FEE SECTION

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

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

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

(See Instructions)

RECEIVED

APPLICANT SHOULD NOT USE THIS BOX

NOV 22 1989

FCC
FEE SECTION

File No.

1. Application for: (Check One)

[X] Consent to Assignment [ ] Consent to Transfer of

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

See Exhibit 2

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

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

See Exhibit 2

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

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

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

Call letters	Location
WHCT-TV	Hartford, CT.

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

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

Call letters
KCE-21
WRN-75

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

N/A

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

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

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

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

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

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

GENERAL INSTRUCTIONS

A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:

1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
6. There is an assignment of less than a controlling interest in a partnership.
7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)

B. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.

C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.

D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.

E. Information called for by this application which is already on file with the Commission need not be refiled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state. "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.

F. This application shall be personally signed by the applicant, if the applicant is an individual, by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association; or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.

G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.

H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

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

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

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

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

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

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

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

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

For assignee (or transferee) Same

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

CERTIFICATION

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

See Exhibit 2
Name of Assignor (or Transferor)
Richard P. Ramirez
(Signature)
Title General Partner, Astroline Communications Limited Partnership Date 11/21/88

See Exhibit 2
Name of Assignee (or Transferee)
Richard P. Ramirez
(Signature)
Title General Partner, Astroline Communications Company Limited Partnership Date 11/21/88

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

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

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

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

EXHIBITS furnished as required by this form

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

EXHIBIT NO. 1

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

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

* WHCT Management, Inc.

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

** Astroline Company

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

EXHIBIT NO. 2

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

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

---

* WHCT Management, Inc.:

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

** Astroline Company, Inc.:

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

SEE ATTACHED NOTES

NOTES TO EXHIBIT NO. 2

Proposed Transactions

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

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

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

SBH Exh. 24

SBH Exh. 24

BAKER & HOSTETLER

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BELTSVILLE, MARYLAND 20705
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303 EAST 17TH AVE., SUITE 1100
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200 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
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ALEXANDRIA, VIRGINIA 22314
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December 19, 1988

WRITER'S DIRECT DIAL NO.:

(202) 861-1751

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

Re: WHCT-TV, Hartford, Connecticut

Dear Ms. Searcy:

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

If there are any questions, please contact this office.

Sincerely,

Linda R. Bocchi

Linda R. Bocchi
Counsel for Astroline Communications Company Limited Partnership

Enclosures

80920-85-001
1262:2667

Federal Communications Commission
Doc[illegible] Exhibit 24
Pro[illegible] Shunberg Broadcasting
[illegible] X
D[illegible] [illegible]ived X
Rejected
Reporter George Holmes
Date 9-23-98

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

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

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

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where

1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
6. There is an assignment of less than a controlling interest in a partnership.
7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
8. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.

C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.

D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business, if unincorporated associations, the names of executive officers, their offices, and names of the associations.

E. Information called for by this application which is already on file with the Commission need not be refiled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants, (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.

F. This application shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association, or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.

G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.

H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

File No. Temp

1. Application for: (Check One)
☒ Consent to Assignment ☐ Consent to Transfer of

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

See Exhibit 1

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

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

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

See Exhibit 1

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

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

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

Call letters	Location
WHCT-TV	Hartford, CT.

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

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

Call letters	
KCE-21	RECEIVED
WRN-75	881219

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

N/A

FCC FEE SECTION

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out Item 10 to show the disposition of stock (partnership interests) both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

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

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

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

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

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

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

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

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

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

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

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

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

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

For assignee (or transferee)

Same

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

CERTIFICATION

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

Astroline Communications Company Limited Partnership
Name of Assignor (or Transferor)

By [signature]
(Signature)

Title General Partner Date 12/16/88

Astroline Communications Company Limited Partne
Name of Assignee (or Transferee)

By [signature]
(Signature)

Title General Partner Date 12/16/88

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

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

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

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

EXHIBITS furnished as required by this form

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

EXHIBIT NO. 1

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

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

EXHIBIT NO. 2

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

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

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

**/ WHCT Management, Inc:

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

***/Astroline Company, Inc.:

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